

USE LICENSE AGREEMENT

Temporary Seasonal Construction Staging at Luther Burbank South Parking Lot

This USE LICENSE AGREEMENT ("License") is entered into by and between KING COUNTY, by and through its WASTEWATER TREATMENT DIVISION, ("Licensee") and the CITY OF MERCER ISLAND ("Owner") and is effective the date that the License is fully executed by both Parties.

RECITALS

The Licensee has a public works sewer project known as the North Mercer/Enatai Interceptor ("NMEI") which runs across Mercer Island to the Enatai neighborhood in Bellevue. This project provides public benefit to the citizens of King County in general and the City of Mercer Island in particular. The project is expected to start in 2021 and last for a duration of three to four years.

The Owner owns and operates Luther Burbank Park ("Property") for public recreation purposes. The Luther Burbank Park South Parking Lot ("Site") was constructed in 1972 using Washington State ("State") grant funds according to an agreement with the Interagency Committee on Outdoor Recreation, predecessor to the current Recreation and Conservation Office ("RCO"). The grant agreement with RCO and subsequent State policy provides for situations where the park is used for non-recreational purposes.

The Owner has a Special Event Reservation and Permit Policy and a Parking Space Use Policy. Both policies have conditions that have been incorporated into this License to the extent they apply.

The Owner and the Licensee believe it is in the interest of the public to utilize a portion of the parking capacity that is available off-season at the Site to facilitate the construction of the NMEI.

AGREEMENT

NOW, THEREFORE in consideration of the terms and conditions herein, the Parties agree as follows:

The Licensee, including its elected officials, employees, agents, contractors and consultants shall have non-exclusive, temporary seasonal use of a portion of the Site ("Licensed Area"), described in Exhibit A, in accordance with the terms and conditions that follow:

1. **TERM:** The License period shall commence from the date of first occupation by the Licensee and shall expire on midnight of the same date four years hence unless revoked by the Owner or terminated by the Licensee as provided below. Licensee shall provide notice to the Owner of the date of first occupation within five (5) business days from the date of first occupation. Such notice shall be provided simultaneously with the first annual payment described in Subsection (2) below.
2. **FEES and Annual Payment:** The cost of the License shall be a one-time \$150.00 Special Events license processing fee, as well as annual rental payments of \$10,000.00 for each year, full or partial, of occupation, which the Licensee shall pay annually at the start of each annual period of occupation.
3. **OCCUPATION:** The Licensee may occupy the Licensed Area during the annual period of occupation from October 1 to May 15 (of the following calendar year) each year during the Term of the License. The Licensee shall vacate the Licensed Area by midnight of May 16 each year and remove all possessions including equipment and materials by that date. Under no circumstances may the Licensee occupy the Licensed Area outside of this annual occupancy window. The Licensee shall

notify the Owner in writing (email is acceptable) of its date of first occupation at least fourteen (14) days prior to said date.

4. **MOBILIZATION AND DEMOBILIZATION:** The Licensee shall not mobilize onto the Licensed Area prior to the start of the annual period of occupation. The Licensee must fully demobilize from the Licensed Area by the end of the annual period of occupation and return the Site to a usable condition for public recreation as determined by the Owner. The Licensee shall notify the Owner each year within fourteen days of demobilization, and request an inspection of the Site by the Owner.
5. **ALLOWED USES:** Licensee may use the Licensed Area only for the staging of construction equipment and solid-state materials unlikely to generate water pollutants (e.g. pipe, catch basins, lumber). Licensee may not use the Licensed Area for stockpiling of liquids (e.g. fuel) or loose materials (e.g. gravel, soil, mulch) nor may Licensee use Licensed Area for mixing or assembly operations.
6. **NON-EXCLUSIVE RIGHT:** This License shall not be deemed or construed to be an exclusive right. It does not prohibit the Owner from granting any other permits and/or licenses to other public or private entities, nor shall it prevent the Owner from using any public place for any and all public use or affect its jurisdiction over any part of them.
7. **LICENSE REVOCATION:** This License is revocable only if Licensee is in material breach of this License and Licensee does not correct the breach within a reasonable time after receiving written notice of breach by the Owner, as determined by the Owner. This right to revoke is expressly reserved to the Owner. For purposes of this section, "material breach" shall mean a breach of Sections 2, 3, 4, 10, 11, 12, 15, and/or 19 of this License.
8. **TERMINATION:** The Licensee may terminate the License by written notice to the Owner. Upon revocation, termination, or abandonment, the Licensee shall remove at its expense all materials, equipment, and possessions placed on the Licensed Area by the Licensee, and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities, or to a condition which is satisfactory to the Owner, including restoration as described below. If the Licensee has not accomplished removal and restoration at the end of a ninety-day period following the effective date of revocation, termination, or abandonment, the Owner may accomplish all of the necessary work and charge all costs to the Licensee.
9. **RESTORATION:** After completion of work authorized by this License, the Licensee shall restore the property to a condition which is equivalent in all respects to the condition of the property prior to starting work, or a condition satisfactory to the Owner including an anticipated scope of work contained in Exhibit B. If the Licensee delays the restoration beyond the expiration of this License, the Owner may accomplish all of the necessary work and charge all costs to the Licensee.
10. **REPAIRING DAMAGE BY LICENSEE:** In the event that damage of any kind is caused by the Licensee, the Licensee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the Owner's representative. If the Owner determines it is necessary, the Owner may accomplish the work and charge all costs to the Licensee.
11. **ABATEMENT OF UNSAFE CONDITIONS:** The Owner's representative may at any time, do, order or have done all work considered necessary to restore to a safe condition any areas in or in proximity to the Licensed Area left by the Licensee in a condition dangerous to life or property. The Licensee

shall pay, upon demand, to the Owner all costs of such work. Nothing in this section shall relieve the Licensee of duties under INDEMNITY AND HOLD HARMLESS, below.

12. INDEMNITY AND HOLD HARMLESS:

Licensee shall defend, indemnify, and hold harmless the Owner, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Licensee's acts, errors or omissions, or from the conduct of Licensee, or from any activity, work or thing done, permitted, or suffered by Licensee arising from or in connection with this License, except only such injury or damage as shall have been occasioned by the sole negligence of the Owner.

However, should a court of competent jurisdiction determine that this License is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Licensee and the Owner, its officers, officials, employees, and volunteers, the Licensee's defense and indemnity obligations hereunder shall be valid and enforceable only to the extent of the Licensee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Licensee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this License.

13. INSURANCE:

A. Insurance Term

The Licensee shall procure and maintain for the duration of the License and as long as Licensee in any way occupies the Licensed Area, insurance or self-insurance against claims for injuries to persons or damage to property which may arise from or in connection with the License and use of the Licensed Area.

B. No Limitation

The Licensee's maintenance of insurance or self-insurance as required by this License shall not be construed to limit the liability of the Licensee to the coverage provided by such insurance or self-insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Licensee shall obtain or cause its Contractor(s) and Subcontractor(s) to obtain insurance of the types and coverage described below:

Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The Owner shall be named as an additional insured

under the Licensee's Commercial General Liability insurance policy with respect this License using ISO endorsement CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.

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Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

Contractors Pollution Liability insurance shall be in effect throughout the entire License covering losses caused by pollution conditions that arise from the operations of the Licensee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Licensee's Commercial General Liability and Automobile Liability insurance. The Owner shall be named as an additional insured on the Licensee's Excess or Umbrella Liability insurance policy.

D. Minimum Amounts of Insurance

The Licensee shall maintain the following insurance limits (whether through self-insurance or commercially available insurance):

Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Licensee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

E. Other Insurance Provisions

Licensee's Contractors' and Subcontractors' Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, and Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the Owner.

Any insurance, self-insurance, or self-insured pool coverage maintained by the Owner shall be excess of the Licensee's insurance and shall not contribute with it. Licensee maintains a fully funded Self-Insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. Licensee does not purchase Commercial General Liability, Auto Liability, or Pollution Liability insurance and is a self-insured governmental entity; therefore, Licensee does not have insurance policies by which to stipulate they shall be primary insurance as respect the Owner.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage

The Licensee shall furnish the Owner with original certificates and a copy of the amendatory endorsements annually, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement. Upon request by the Owner, the Licensee shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all contractors' and subcontractors' coverage.

H. Contractors and Subcontractors

The Licensee shall cause each and every Contractor and Subcontractor to provide insurance coverage that complies with all applicable requirements of the Licensee-provided insurance as set forth herein, except the Licensee shall have sole responsibility for determining the limits of coverage required to be obtained by Contractors and Subcontractors. The Licensee shall ensure that the Owner is an additional insured on each and every Contractor's and/or Subcontractor's Commercial General liability insurance policy using a commercially acceptable endorsement that is reasonably acceptable to the insurers of Owner.

I. Notice of Cancellation

Licensee shall provide the Owner with written notice of any policy cancellation within thirty business days of their receipt of such notice but in no event after the effective date of such policy cancellation.

J. Failure to Maintain Insurance

Failure on the part of the Licensee to maintain the insurance as required shall constitute a material breach of this License, upon which the Owner may, after giving five business days' notice to the Licensee to correct the breach, terminate this License or, at its discretion, procure, or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand.

K. Owner Full Availability of Licensee Limits

If the Licensee maintains higher insurance or self-insurance limits than the minimums shown above, the Owner shall be insured for the full available limits of Commercial General and Excess or Umbrella liability or self-insurance maintained by the Licensee, irrespective of whether such limits maintained by the Licensee are greater than those required by this License or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by the Licensee.

L. Licensee – Self-Insurance

Licensee maintains a fully funded Self-Insurance program for the protection and handling of its liabilities including injuries to persons and damage to property. Licensee does not purchase Commercial General Liability, Auto Liability, or Pollution Liability insurance and is a self-insured governmental entity; therefore, Licensee does not have the ability to name an entity as an additional insured. Licensee is responsible for all payments within the self-insured retention and Licensee assumes all defense and indemnity obligations as outlined in the indemnification section of this Agreement.

14. **EQUAL OPPORTUNITY.** In all Licensee services, programs, or activities, and all Licensee hiring and employment made possible by or resulting from this License, there shall be no discrimination by Licensee or by Licensee's employees, agents, subcontractors or representatives against any person because of sex, sexual orientation, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Licensee shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this License by the Owner and, in the case of the Licensee's breach, may result in ineligibility for further Owner agreements.
15. **RIGHTS RESERVED TO OWNER – CONFORMANCE AND PAYMENT OF COST REQUIRED:** The Owner reserves the right to use, occupy, and enjoy its property for such purposes as it shall desire including, but not limited to, constructing, or installing structures and facilities on the property, or developing, improving, repairing or altering the property, so long as such uses do not interfere with Licensee's use of the Licensed Area.
16. **OWNER'S ACCESS:** The Licensee shall maintain the Owner's access to the Licensed Area at all times. The Owner will supply the Licensee padlocks or other security devices that the Licensee shall utilize to provide the Owner's access.

17. **UTILITY LOCATES:** Licensee agrees to obtain information from other utility operators regarding the location and current status of their installation before starting work. Licensee shall make all advanced arrangements necessary to protect utilities from injury or damage. The Licensee shall call 800-424-5555 for underground utility location prior to digging.
18. **NEIGHBORING PROPERTIES:** Licensee shall notify owners and residents of properties next to or in close proximity to the Site in accordance with Licensee's public notification processes. Licensee shall make all advanced arrangements necessary to protect such property from injury or damage.
19. **TITLE:** This License grants only the right to use the Owner's interest in the property, and the granting of this License is not a warranty that good title to any specific property is vested in the Owner.
20. **USES OF THE LICENSED AREA:** The Licensee shall restrict all use of the Licensed Area to those activities related to the access and staging of equipment and materials for the purposes of the NMEI public works project.
21. **REPRESENTATIVES OF THE PARTIES:** The parties shall each assign and maintain a single person who communicates with the other party's representative regarding all rights and responsibilities outlined in this License. In the event that a representative is no longer able to fulfill the role, the respective party will assign a new representative within 48 hours and notify the other party of the name and contact information of the person assuming the role.

FOR THE OWNER

Paul West

206-275-7833

paul.west@mercergov.orgFOR THE LICENSEE

Doug Williams

206-477-2784

doug.williams@kingcounty.gov

22. **TRAFFIC CONTROL PLAN:** The Licensee shall provide the Owner a Traffic Control Plan ("TCP") for the Owner's review and approval that ensures safe public access to the unoccupied portion of the Site at all times. The Licensee shall provide the proposed TCP at least 30 days prior to the first mobilization and shall not occupy the site until the Owner has approved the TCP.
23. **SPEED LIMIT:** The Licensee shall strictly adhere to a 5 mile per hour speed limit on the Property at all times.
24. **RIGHT-OF-WAY USE PERMIT:** The Licensee shall apply for and obtain a Right-of-Way Use Permit from the City of Mercer Island for any operations that may impact the City right-of-way. This is a separate requirement from the TCP.
25. **USE OF RIGHT-OF-WAY:** The Licensee shall exercise proper traffic control for any operations in the right-of-way, including the use of signs and flagger where necessary, all in accordance with the Manual on Uniform Traffic Control.
26. **PARKING:** Under no circumstances shall the Licensee, including its elected officials, employees, agents, contractors, subcontractors, consultants, volunteers, or other participants in the Licensee's work, park vehicles outside of the Licensed Area. The Licensee will be charged and agrees to pay additional fees based on the Owner's Parking Space Use Policy for violations of this condition.
27. **SAFETY AND SECURITY:** The Licensee assumes full responsibility for the safety and security of the Licensed Area during occupancy. The Licensee shall be responsible for securing all equipment and

materials associated with its use of the Site. The Licensee shall assume all liability for its property in the Licensed Area and hold the Owner harmless for any loss or injury.

28. **CONTACT INFORMATION SIGN:** The Licensee shall post a sign at the entrance to the Licensed Area indicating a phone number to call in the event of the need for emergency access.
29. **PROPERTY PROTECTION:** The Licensee shall take all reasonable precautions and measures necessary to protect hardscape, landscaping, subsurface utilities, and other improvements on the Site. The Licensee shall be responsible for cleanup of any spills and repair of any damages from its activities.
30. **DISPOSAL OF DEBRIS:** The Licensee shall clean up, remove, and dispose of all debris and materials associated with its authorized use. Collected debris shall be contained and covered until it is transported off-site.
31. **PORTABLE TOILETS:** The Licensee shall provide and maintain sufficient portable toilet(s) in the Licensed Area to meet the sanitation needs of the workforce using this area.
32. **PUBLIC INFORMATION:** The Licensee shall distribute public information about its occupation of the Licensed Area at least two weeks in advance of each annual period of occupation. This information shall include, but not be limited to, signs posted on the Site, press releases, email messages, and social media posts.
33. **COMPLIANCE WITH LAWS:** The Licensee will comply with all federal, state, and local laws with respect to the exercise of the rights and privileges under this License and will assume all cost, expense, and responsibility in connection with such compliance. Issuance of this License does not in any way relieve the Licensee from complying with any other applicable laws in performing the work subject to this License.
34. **PERMITS:** Any and all other federal, state, county, and local permits or approvals must be obtained by the Licensee prior to first occupation. This includes, but is not limited to, compliance with all applicable requirements regarding the improvements associated with the authorization of the applicable permit.
35. **OCCUPATIONAL AND PUBLIC HEALTH:** The Licensee shall be responsible to perform all work in a manner that is protective of human health and the environment and meets all applicable regulations. This includes, but is not limited to, the preparation of a health and safety plan that will be used for completing the work. The Licensee's cleanup procedures and methods shall comply with the guidelines established by King County Public Health and King County.
36. **INCIDENT REPORTING:** Any personal injury, damage to Owner's property, altercations or incidents involving police, fire or ambulance services on the Site must be reported to the Owner's representative within 24 hours of the occurrence.
37. **ADVERSE ENVIRONMENTAL EFFECTS:** Any adverse environmental effects as a result of the Licensee's use must be immediately mitigated under all applicable federal, state, county, and local codes and standards, and under the approval and guidance of the Owner. This must include immediate notification to all necessary federal, state, county, and local agencies of the adverse environmental damage and securing requisite permits for completing mitigation work.
38. **.ADDITIONAL TERMS:** The Owner reserves the right to set additional terms as unforeseen conditions may warrant.

OWNER:

City of Mercer Island


Approved as to form:

By: _____
Jessi Bon, City Manager

Bio Park, City Attorney

LICENSEE:

King County

By: _____
DocuSigned by:

DAB0A7BA0E0454B3...
Jim Bolger, Section Manager
Wastewater Treatment Division


Approved as to form:
DocuSigned by:

A79C283F90AF404...
Verna P. Bromley

Exhibit A - Legal Description and diagram of the Site (South Parking Lot) and the Licensed Area (portion that KC occupies)

Exhibit B – Site Restoration – Anticipated Scope of Work

EXHIBIT "A"
Legal Description of Entire Property

OWNER: City of Mercer Island

PARCEL NO. 0724059054

GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M.,
IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION LYING SOUTHERLY OF THE NORTHERLY MARGIN OF
MERCER ISLAND BOULEVARD;

AND EXCEPT THAT PORTION THEREOF WITHIN THE PLAT OF SUNNYBANK,
ACCORDING TO THE PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 31, IN
KING COUNTY, WASHINGTON;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING AND LYING
NORTHERLY OF THE NORTHWESTERLY LINE OF LOT 1, SAID SUNNYBANK
ADDITION PRODUCED NORTHEASTERLY.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "B"
Legal Description of Easement

A PORTION OF GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION LYING SOUTHERLY OF THE NORTHERLY MARGIN OF MERCER ISLAND BOULEVARD;

AND EXCEPT THAT PORTION THEREOF WITHIN THE PLAT OF SUNNYBANK, ACCORDING TO THE PLAT RECORDED IN VOLUME 29 OF PLATS, PAGE 31, IN KING COUNTY, WASHINGTON;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING AND LYING NORTHERLY OF THE NORTHWESTERLY LINE OF LOT 1, SAID SUNNYBANK ADDITION PRODUCED NORTHEASTERLY.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SAID PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST SECTION CORNER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M.;
THENCE SOUTH 01°16'32" WEST, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 900.42 FEET;
THENCE SOUTH 53°40'45" EAST, A DISTANCE OF 125.55 FEET TO A LINE 1 FOOT PERPENDICULARLY WEST OF THE WEST MOST BACK OF CURB IN A PARKING LOT AND THE POINT OF BEGINNING;

THENCE SOUTH 21°19'01" EAST, PARALLEL WITH AND 1 FOOT PERPENDICULARLY WEST OF SAID BACK OF CURB, A DISTANCE OF 29.55 FEET;
THENCE SOUTH 43°23'55" EAST, CONTINUING PARALLEL WITH SAID CURB, A DISTANCE OF 30.58 FEET;
THENCE SOUTH 57°34'21" EAST, PARALLEL WITH SAID CURB, A DISTANCE OF 206.75 FEET;
THENCE NORTH 02°29'13" WEST, PARALLEL WITH SAID CURB, A DISTANCE OF 10.90 FEET;
THENCE NORTH 12°58'51" EAST, CROSSING THE DRIVEWAY OF SAID PARKING LOT, A DISTANCE OF 32.12 FEET TO A LINE LYING 1 FOOT NORTHEASTERLY OF THE BACK OF CURB OF SAID DRIVEWAY;
THENCE NORTH 36°33'21" EAST, A DISTANCE OF 10.54 FEET TO A POINT BEING 1 FOOT EASTERLY OF THE CORNER OF BACK OF CURB;
THENCE NORTH 30°44'59" WEST, PARALLEL WITH SAID CURB, A DISTANCE OF 11.02 FEET;
THENCE NORTH 55°55'33" WEST, PARALLEL WITH SAID CURB, A DISTANCE OF 9.95 FEET;
THENCE NORTH 57°35'18" WEST, PARALLEL WITH SAID CURB, A DISTANCE OF 174.62 FEET;

THENCE SOUTH 74°08'36" WEST, PARALLEL WITH SAID CURB, A DISTANCE OF 19.30 FEET;

THENCE NORTH 35°13'55" WEST, PARALLEL WITH SAID CURB, A DISTANCE OF 9.14 FEET;

THENCE NORTH 10°50'33" WEST, PARALLEL WITH SAID CURB, A DISTANCE OF 5.61 FEET;

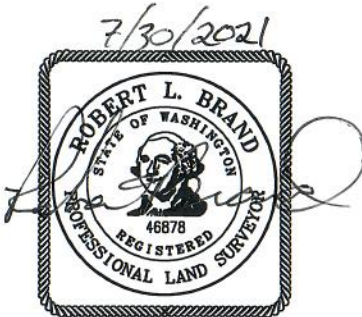
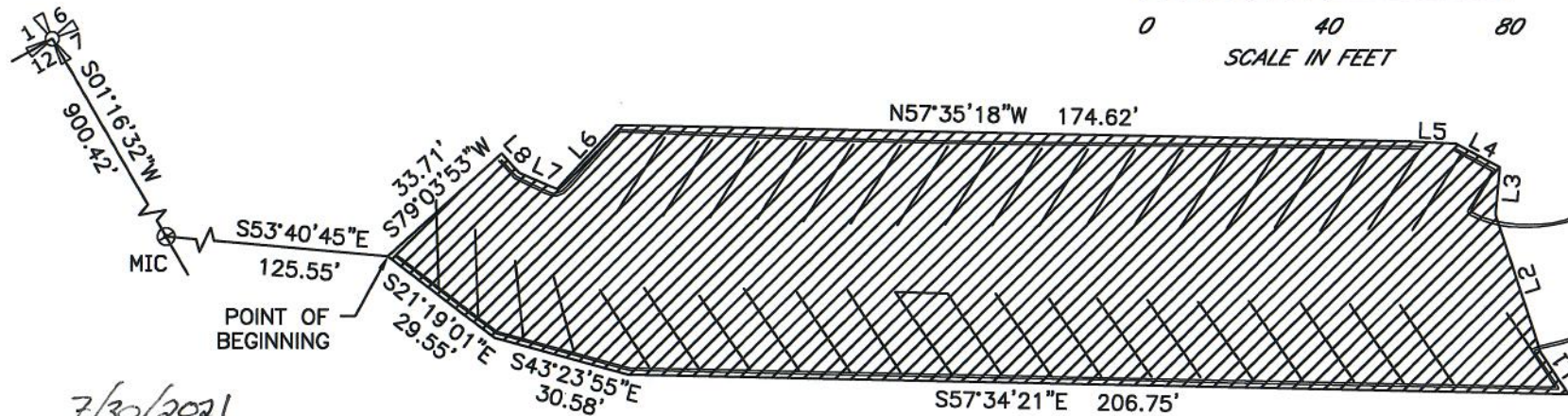
THENCE SOUTH 79°03'53" WEST, A DISTANCE OF 33.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,456 SQUARE FEET, MORE OR LESS.



EXHIBIT "B-1"

DEPICTION OF EASEMENT



TOTAL EASEMENT AREA
(12,456 SQ FT)



LINE TABLE

L1	N 02°29'13" W	10.90'
L2	N 12°58'51" E	32.12'
L3	N 36°33'21" E	10.54'
L4	N 30°44'59" W	11.02'
L5	N 55°55'33" W	9.95'
L6	S 74°08'36" W	19.30'
L7	N 35°13'55" W	9.14'
L8	N 10°50'33" W	5.61'

NOTE:
THIS EASEMENT IS CALCULATED TO
FOLLOW 1 FOOT OUTSIDE THE BACK
OF THE CURB LINE TO ALLOW SPACE
FOR A FENCE.

NORTH MERCER ISLAND INTERCEPTOR/ENATAI
UPGRADE PROJECT

KING COUNTY WTD
GOV'T LOT 1, SEC. 7, T. 24 N., R. 5 E., W.M.

DRAWN BY: RLB

DATE: 07-30-2021

PAGE: 1 OF 1



1 ALLIANCE
GEOMATICS
SURVEYING & MAPPING

1261A 120TH AVE NE
Bellevue, Washington 98005

Ph: (425) 598-2200
Fax: (425) 502-8067

SE 26th St

Luther Burbank Park South Parking Lot

Staging Durations:

February 2021 - May 2021

October 2021 - May 2022

October 2022 - May 2023

October 2023 - May 2024



84th Ave SE

Temporary Gate

4 Parking Stalls Reserved For Turnaround

Temporary Fence

Proposed NM/E Project Staging Area

Temporary fencing following back of curb



N MERCER WAY



King County

Department of
Natural Resources and Parks
Wastewater Treatment Division

EXHIBIT “B”

Site Restoration – Anticipated Scope of Work

Licensee will perform the items below, one or all, as required, all by City of Mercer Island’s Codes and Standards prior to the end of the NMEI Project:

- Will take “Before” photographs, to record the current condition of the site.
- Will apply for and pay for all permits needed to perform all restoration work.
- Will repair the site asphalt damaged by Licensee’s use.
- Will repair any curbing damaged by Licensee’s use.
- Will replace any landscaping damaged by Licensee’s use with mutually agreed items.
- Will perform other restoration as needed to restore to prior condition or better.
- Will consider payment, for the value of the restoration, in lieu of restoration work.