



CITY OF SEATTLE (the "City")
 Department of Finance and Administrative Services ("FAS")
 700 5th Avenue, Suite 5200/P.O. Box 94689
 Seattle, WA 98124-4689

Limited Access License
 PERMISSION TO ACCESS CITY PROPERTY (hereinafter, the "License") AND RELEASE OF LIABILITY

Date: September 18, 2017

City Department: City of Seattle Department of Finance and Administrative Services (FAS)

Licensee: King County Housing Authority
 Att. John E. Eliason
 600 Andover Park West
 Seattle WA 98188
 Email address: johnE@kcha.org
 Phone: 206-574-1100 (main); 206-574-1196 (direct)
 (hereinafter "Licensee" or collectively the "Licensees")

FAS Permit Contact: Daniel Bretzke
 P O Box 94689
 Seattle, WA 98124-4689
 Email address: daniel.bretzke@Seattle.gov;
 Phone: 206-733-9882

FAS Property Manager: Nonila Masmela
 Email address: Nonila.Masmela@seattle.gov
 Phone: 206-733- 9406

Property: Western Portion of Myers Way parcels,
 9501 Myers Way, / 200 SW Roxbury St
 Elsewhere in this License, such property is referred to as the "Property." See
 Attachment B, Exhibits A.1, A.2 and A.3

Proposed activity: See Attachment B.

PERMISSION IS GRANTED TO EACH OF THE ABOVE-NAMED LICENSEES: By this License, FAS grants the Licensee permission to access the Property solely for the purpose described in Attachment A and B. This License by FAS and accepted by Licensee subject to all terms and conditions in Attachment A and B.

Acceptance by Licensee:

Printed Name

Signature

Date

Dan Watson, KCHA Deputy Dir.



9/20/17

Permit Granted by:



Michael Ashbrook, FAS Facilities Director

9/21/17

Date

Attachment A

Standard Terms and Conditions for Use

- 1) **License Purposes:** The purpose of this License is limited to only the purposes specifically identified in License approval.
- 2) **License Restrictions:** If any work will be performed on City of Seattle property, Applicant shall obtain all other governmental Licenses and approvals required and provide FAS with copies prior to beginning any work License.
- 3) **License Area:** The area under this Limited Access License is legally described in Exhibit A, and generally shown in Exhibit B.
- 4) **License Period:** The Limited Access License shall be period shall be limited to term not more than five years, with a started date of April 2018 until April 2023. (5-year maximum)
- 5) **License Cancellation:** Notwithstanding the license period, this license may be terminated by the City for any reason by written notice to the Applicant License.
- 6) **License Fee Deposit:** The License fee deposit is calculated by FAS to cover the Administrative costs associated with staff review. No fee is charged for this permit as benefits to the City are received from King County Housing Authority's use of the property.
- 7) **License Fee:** The License fee is calculated based upon a review of the market rates of the value of the property and the contribution the City receives in non-monetary compensation for the use of the property. No fee is charged for this permit as benefits to the City are received from King County Housing Authority's use of the property.
- 8) **Insurance / Liability:** Prior to the commencement of any activity under associated with this License application, Applicant must provide the City with satisfactory evidence of any required insurance coverage.
- 9) **Indemnification:** As a condition of the City's willingness to grant permission to access the Property, Applicant hereby agrees to indemnify, defend, and hold the City harmless from any and all losses, claims, actions, costs, damages and expenses (including reasonable attorney fees) arising out of or resulting from the Applicant's use of the City's Property or failure to comply with the terms of this License (including the obligations under Section 11), or any use or breach by Applicant's agents, contractors or employees License. If any suit based upon such losses, claims, actions, damages, or expenses is brought against the City, the Applicant, upon notice of the commencement thereof, shall defend the same at its sole cost and expense; and, if final judgment be the Applicant shall promptly satisfy the same, provided that if the City and Applicant shall be held jointly liable, they shall pay said obligation in proportion to their respective degree of fault. If the City determines that one or more principles of governmental or public law are involved, the City retains the right to participate in such action at its sole election, however, this shall not relieve the Applicant of the obligation to defend. This obligation shall not include such claims, costs, damages or expense which may be caused by the sole negligence of the City, its authorized agents, contractors or employees.

- 10) Notification / Emergency Contact:** Applicant agrees to notify FAS with changes in applicant's address and emergency contact information. Contact the Property Manager with the Facilities Operations Division, at 206 233 8737
- 11) Hazardous Substances:** The Applicant shall not use or allow the use or storage of hazardous substances (including but not limited to fuels, greases and spent battery cells) on City property. In the event Applicant brings or uses hazardous substances on City property, Applicant shall, at no cost to the City, remove or dispose of all hazardous substances brought onto or used on City property. The Applicant shall be responsible for complying with all federal, state and local laws and regulations regarding the handling and disposing of hazardous substances that the Applicant brings onto or uses on City property. In no instance shall the Applicant allow the release or disposal of hazardous substances on City property.
- 12) Restoration:** At the termination or expiration of the issued Limited Access License, the Applicant shall repair all City property damaged by the Applicant. Permanent improvements installed on City property are the property of the City.
- 13) Best Management Practices**
The Applicant accepts responsibility for assuring contractors, agents, employees, volunteers, invitees, and guests adhere to all best management practices and take such action as is necessary to minimize erosion, water run-off and slide hazard within or adjacent to the License area.
- 14) Protection of City Property**
The Applicant accepts responsibility for assuring that contractors, agents, employees, volunteers, invitees, and guests protect City property, including but not limited to trees, plantings, hard surfaces, and drainage facilities, from any damage due to activity authorized by the Limited Access License. If the Applicant's contractors, agents', employees' volunteers' invitees' or guest's activities result in damage to the City's property or improvement, the Applicant is responsible for payment to repair or replace at equal or better to the existing conditions.
- 15) Public Safety**
The Applicant shall be responsible for assuring that contractors, agents, employees, volunteers, invitees, and guests, provide such security measures as deemed appropriate to protect public safety, including, but not limited to, vehicle or pedestrian barricades, fencing, flaggers or other traffic controls, as necessary. Applicant assumes full responsibility of for the sufficiency of said measures.
- 16) Personal Safety; Release**
The City is making the Property available in an as-is condition. Placement and or temporary storage of personal property, equipment, vehicles, or materials of any kind on City Property during the term of the Limited Access License is at the Applicant's contractors', agents', employees', volunteers', invitees', and guests' sole risk. Licensee hereby releases City from any damage to Licensee's property and any bodily injury, including death, suffered by Licensee arising in any way from Licensee's use of the Property.

ATTACHMENT B PROPOSED ACTIVITY

To facilitate the future development and construction of the 7.98-acre property named "Wind Rose," which is part of the Greenbridge Master Planned Community, King County Housing Authority (KCHA) requests a Limited Access License (LAL) for temporary construction access to an approximate 0.79-acre (576' x 60') portion of the City of Seattle property located at 9501 Myers Way, which is immediately east of Wind Rose.

Project Background:

Wind Rose will consist of two phases. The first phase related to this request includes up to 31 single-family homes, storm water facilities, community garden, parks, and trails. Construction is anticipated to start in April 2018 and continue through April 2023 (5 years maximum). KCHA is in the process of infrastructure permitting with King County for grading, storm water, and parks. The infrastructure permitting process includes applications for water service through Seattle Public Utilities and electric service through Seattle City Light. A later phase (not adjacent to the request access) may include a mix-use assisted-living facility with up to 80 units and commercial space. Once developed, the KCHA area abutting City of Seattle Property will consist of: a section of right of way to the north (approximately 30 feet); housing lots (approximately 274 feet); and open space to the south (approximately 272 feet).

Existing Conditions:

Presently, the abutting portion of the City of Seattle property is not maintained and is a hazard to health and safety. The overgrowth of highly invasive Himalayan and Evergreen blackberries pose an uncontrolled vegetation nuisance to the adjoining KCHA property. The area harbors nuisance wildlife (rats, other rodents). KCHA requests a 60-foot wide temporary access during the construction period, for limiting the nuisances and stabilizing the vegetation with native non-invasive species. KCHA would assume responsibility for the cost of all construction activity. KCHA currently maintains the entire 7.98 acres of Wind Rose with semi-annual mowing and other maintenance as needed (removal of hazard trees and trash pick-up).

General Scope of Work in LAL Area:

KCHA proposes clearing invasive vegetation throughout the LAL area and minor grading within an existing bench immediately adjacent to the KCHA/City property line. The purpose of the grading is to stabilize the slope and balance the elevation across the area. As with the rest of the construction site, best management practices will be followed for drainage and erosion control. This activity would move approximately 280 cubic yards of earth. See attached preliminary grading plan.

Other initial activities will include seeding any cleared ground within the LAL area with a grass/wildflower/meadow mixture then maintenance with regular mowing.

KCHA will continue to maintain the LAL area throughout the 5-year LAL/construction period, including ongoing management of native vegetation, removal of invasive plants, and mowing. Maintenance would take place on a minimum semi-annual basis.

For safety reasons, no public access would be permitted during the construction period.

ECA Exemption:

KCHA understands that to receive any permit application, the City of Seattle Department of Construction and Inspection (DCI) requires that KCHA provide this instrument or equivalent permission to access City of Seattle property.

KCHA recognizes the requested LAL area contains a steep slope environmentally critical area (ECA) and any disturbance of this area would require review by DCI. If the LAL is granted, KCHA will make a Request for

ECA Exemption to City of Seattle Department of Construction and Inspection (DCI). While minor grading is proposed for the relatively flat area within the LAL, any activity in the ECA steep slope portion of the request LAL area would be limited to normal and routine vegetation maintenance and management that should normally be carried out in publicly owned open spaces by the public agency responsible for them (SMC 25.09.045.J). KCHA, a public agency, is providing the maintenance in lieu of the City of Seattle Department of Finance and Administrative Services doing the work. The proposed activities would not adversely impact the ECA.

As the end of the LAL period approaches, KCHA and FAS may choose to pursue a mutually-beneficial long-term plan for maintenance.

EXHIBIT A.1

Legal Description of KCHA's Development Property

TRACT Z-8, GREENBRIDGE MASTER PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 231 OF PLATS, PAGES 6 THROUGH 22, IN KING COUNTY WASHINGTON.

Assessor Parcel No. 2895801080.

EXHIBIT A.2

Legal Description of the City of Seattle's Property

Assessor Parcel No. 0623049001

A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 6;

THENCE N 88°23'50" W, ALONG THE NORTH LINE OF SAID SECTION 6, FOR 654.11 FEET;

THENCE S 05°28'00" W FOR 30.07 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THE LAND CONVEYED TO THE HOUSING AUTHORITY OF KING COUNTY, RECORDED UNDER RECORDING NUMBER 4413217;

THENCE S 05°44'05" E, ALONG THE EAST LINE THEREOF, FOR 548.19 FEET TO THE NORTHERLY LINE OF A TRACT OF LAND CONDEMNED BY THE CITY OF SEATTLE FOR TRANSMISSION LINE RIGHT-OF-WAY THROUGH PROCEEDINGS HAD UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 553110;

THENCE S 89°46'53" E, ALONG SAID NORTHERLY LINE, FOR 658.14 FEET TO THE EAST LINE OF SAID SECTION 6;

THENCE N 05°44'05" W, ALONG SAID EAST LINE, FOR 562.41 FEET TO THE POINT OF BEGINNING.

EXHIBIT A.3
Legal Description of the Limited Access License Area

That portion of Seattle Lot Segregation No. 4326, also known as Tax Parcel Number 0623049001 within the Northeast quarter of the Northeast quarter of Section 6, Township 23 North, Range 4 East, Willamette Meridian, lying Westerly of the following described line:

A line parallel with and 60 feet East of (when measured at right angles) the Easterly line Parcel Z-8, Greenbridge Master Plat according to the Plat thereof, recorded under Recording Number 2051108000259, records of King County, Washington. Said line is to be extended or shortened to close upon the Northerly and Southerly boundary of said Parcel No. 0623049001. The Northerly boundary of said Parcel also being the Southerly margin of Southwest Roxbury Street.

Easement contains 34,576 square feet.

EXHIBIT B.1
Depiction of the Limited Access License Area

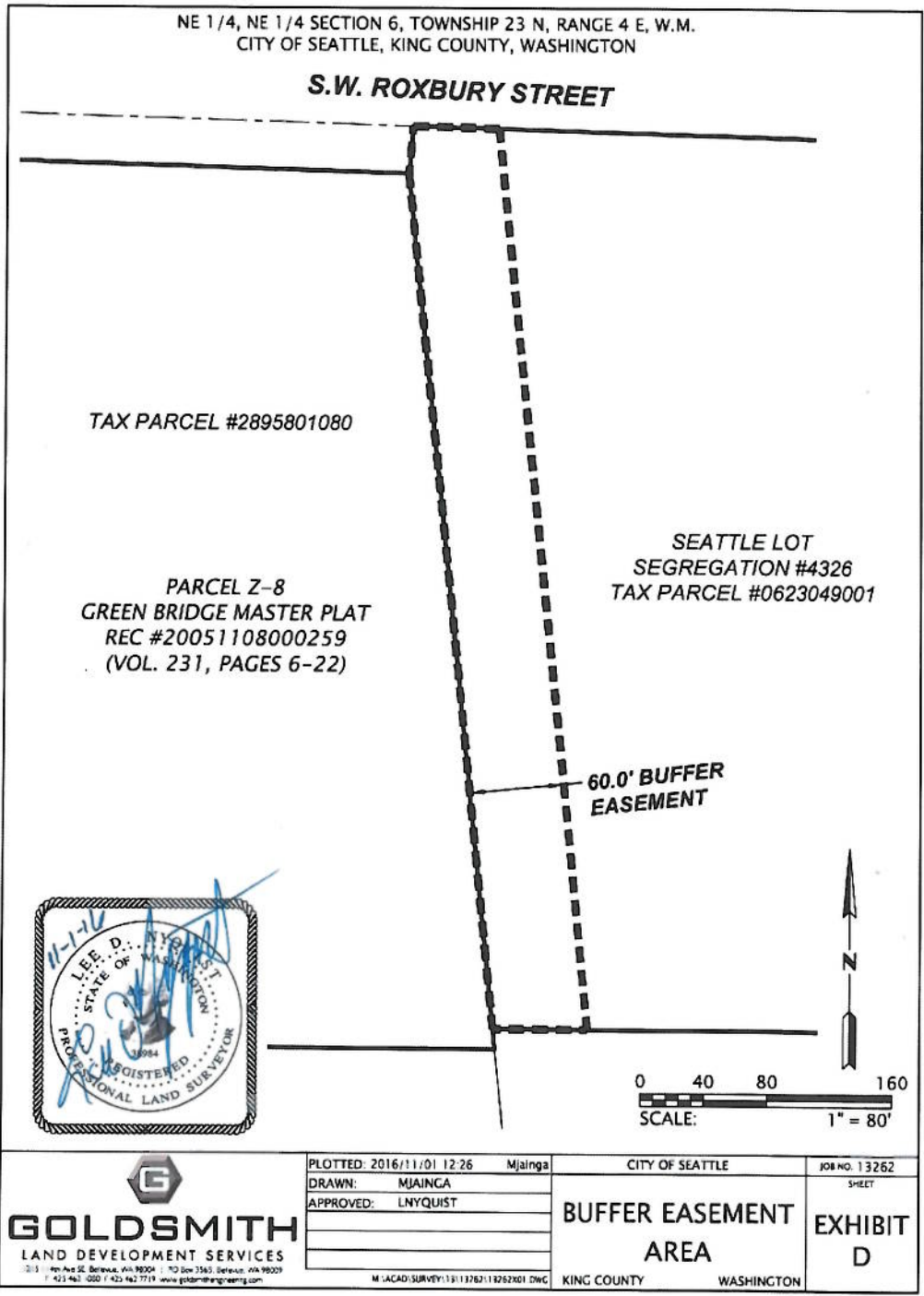


EXHIBIT B.2
Topographic Depiction of the Limited Access License Area

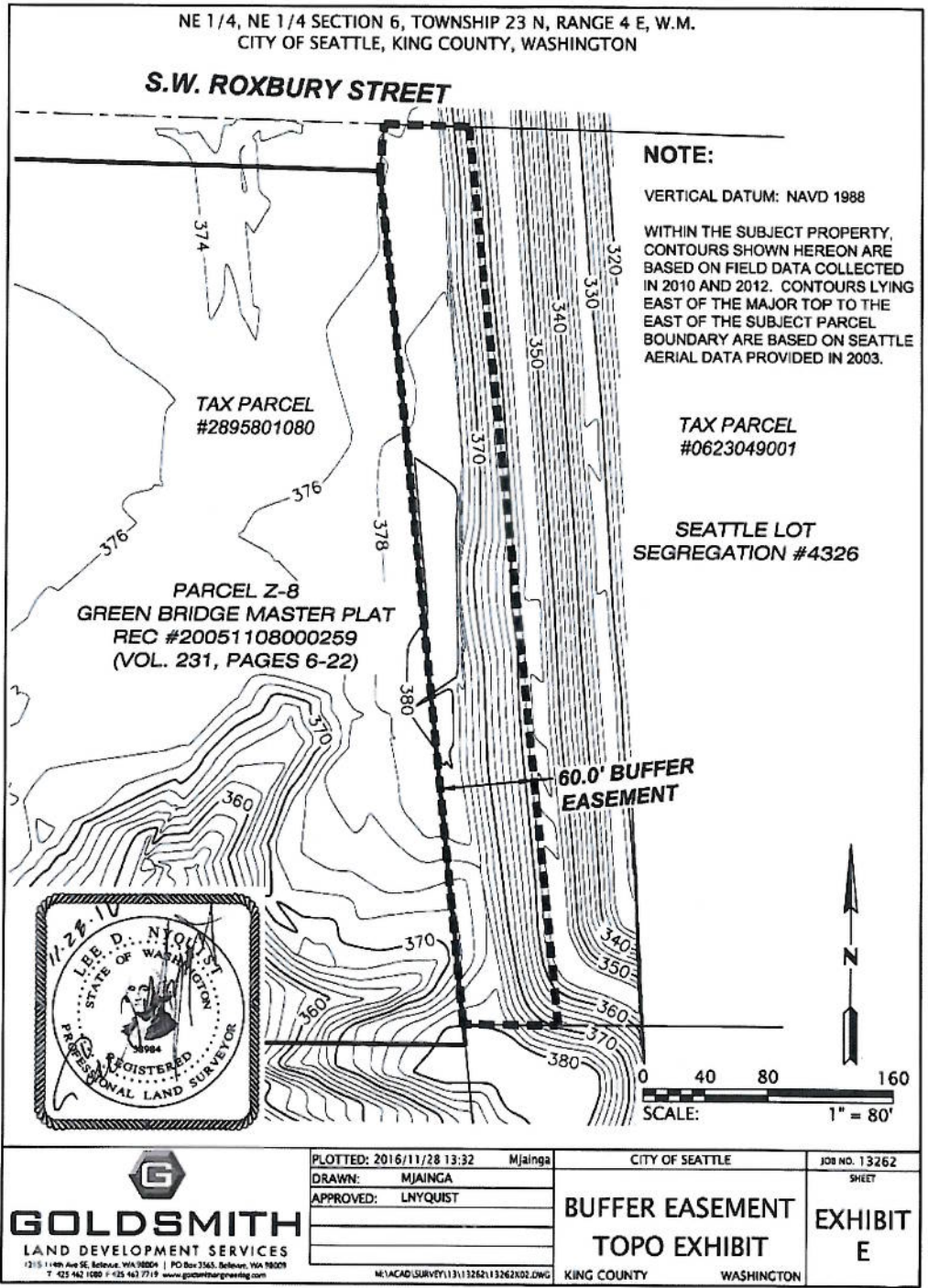


EXHIBIT B.3
Preliminary Grading Plan of the Limited Access License Area

