

RECORDED 1010
 DATE 4-15-08
 CITY CLERK JAC
 08-055

KING COUNTY
 Department of Construction and Facilities Management
 Property Services Division
 500 King County Administration Building
 500 Fourth Avenue
 Seattle, WA 98104 (206) 296-7456 FAX 296-0196

SPECIAL USE PERMIT
 Use of County Owned Property

PERMIT NUMBER: S-4-08 FILE NO. DATE: 01/02/2008

PERMITTEE:
 CITY OF WOODINVILLE - YOSHIHIRO MONZAKI
 17301 133RD AVENUE NE
 WOODINVILLE, WA 98072-
 DAY PHONE: 425 877-2294 OTHER/FAX PHONE: 425 489-2756F

PURPOSE:
 TO CONSTRUCT, OPERATE AND MAINTAIN A PAVED DRIVEWAY, RETAINING WALL, SIDEWALK,
 TRAFFIC ISLANDS AND STORM SYSTEM WITH A PORTION OF KING COUNTY PARK'S PROPERTY

LEGAL DESCRIPTION	1/4	Sec	Twp	Rge	Account No.	Kroll Page
	SE	15	26	05		507E

NORTHSHORE ATHLETIC FIELDS PARCEL #152605-9070
 WITHIN THE SOUTHERLY BOUNDARY OF THE ABOVE REFERENCED PARCEL JUST NORTH
 OF NE 145TH STREET.
 (SEE ATTACHED LOCATION PLANS).

EXPIRATION: This permit shall not be valid for more than 5 YEARS
 and expires on the 7TH day of APRIL 2013.

PERMIT FEE:	\$	85.00	INSPECTION FEE:	\$	0.00
ADMINISTRATIVE FEE:	\$	0.00	PLAN REVIEW FEE:	\$	0.00
LAND USE FEE:	\$	0.00	OTHER FEE:	\$	0.00
BOND AMOUNT:	\$	0.00	INSURANCE AMOUNT:	\$	1,000,000.00

Permittee MUST notify NICK HALVERSON AT: 263-7005
 AT LEAST 72 HOURS PRIOR TO BEGINNING WORK AND IMMEDIATELY UPON COMPLETION.

By this permit King County authorizes the use of the above described property:

Custodial Approval [Signature] Date 4/1/08

Property Services Approval [Signature] Date 9 April 2008

The Permittee agrees to comply with the terms and conditions contained herein.
 SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Signature of Permittee [Signature] Date 2/18/08

NOTE: Permit not valid without all necessary signatures and expiration date.
 Ordinance 4099, King County Code 14.46

#1277

CITY OF WOODINVILLE
SPECIAL USE PERMIT
S-4-08

15. SPECIAL TERMS AND CONDITIONS:

- a. The Permittee will restrict all uses of the property to improvements related to the NE 145th Street traffic improvements as described in the 11-13-07 Pre Application Questionnaire.
- b. The Permittee will be responsible to secure and provide proof of all other necessary permits before work begins.
- c. All final plans for improvements/alterations shall be reviewed and approved by King County or the County's designated representative prior to the beginning of work. All detours or temporary alignments shall conform to prescribed safety requirements.
- d. The Permittee shall not make any additional improvements or alterations to Parks Division property that are not specifically addressed in this permit.
- e. Construction impacts to trail and baseball field access shall be coordinated in advance with appropriate King County Parks Division staff.
- f. All development associated with the project shall meet ADA accessibility standards.
- g. The Permittee will be responsible to repair and/or restore Park property and any subsurface utilities damaged as a result of the existing uses, improvements or alterations.
- h. If at any time the project creates a condition which could pose a danger to park users, the permittee will be responsible for posting temporary signage, using barricades or taking other appropriate measures deemed appropriate by the Parks Division to facilitate continued safe use of the Property. Northshore Athletic Fields – City of Woodinville Roundabout Project Permit.
- i. King County reserves the right to set additional terms as unforeseen conditions may warrant.

15j. INSURANCE CONTINUED:

3. Other Insurance Provisions

The insurance policies required in this permit are to contain, or be endorsed to contain the following provisions

a. All Liability policies except Workers Compensation:

1. The County, its officers, officials, employees and agents are to be covered as insured as respects liability arising out of activities performed by or on behalf of the permittee in connection with this permit.
2. Insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents should not contribute with the permittee's insurance or benefit the permittee in any way.
3. The permittee's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

b. All Policies:

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this special use permit, unless forty-five (45) days prior notice, return receipt requested, has been given to the County.

4. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

5. Verification of Coverage

The permittee shall furnish the King County Real Property Division with certificates of insurance and endorsements required by this permit. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Municipal or State Agency Provision

If the Permittee is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

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