

ATTACHMENT A

**INTERAGENCY AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF BURIEN
TO DESIGN, CONSTRUCT, OPERATE, AND MAINTAIN
LAKE TO SOUND TRAIL, SEGMENT C, WITHIN CITY BOUNDARIES**

This Interagency Agreement, (“Agreement”) is made and entered into by and between King County, a political subdivision of the State of Washington (the “County”), and the City of Burien, a municipal corporation of the State of Washington (“Burien”), regarding design, construction, ownership, operation, and maintenance of the portion of Segment C of the Lake to Sound Trail that is within Burien (the “Project”, further defined in section 1.11). The County and Burien are collectively referred to as “the Parties”.

RECITALS

- A. The County, the Washington State Department of Transportation (“WSDOT”), and the cities of SeaTac and Burien are working cooperatively to construct what is known as Segment C of the Lake to Sound Trail. Segment C extends 2.2 miles connecting the south terminus of Segment B to the Des Moines Creek Trail at South 200th Street, generally following the SR 509 Completion Project alignment. This segment utilizes SR 509 right of way owned by WSDOT (“WSDOT ROW”) and an Easement Area on private property.
- B. The Lake to Sound Trail is part of King County’s Regional Trail System (“RTS”), one of the nation’s most extensive multi-use trail networks with more than 175 miles of trails for recreation and non-motorized mobility and commuting.
- C. The Lake to Sound Trail extends from the southern end of Lake Washington to Puget Sound and will provide recreational and health benefits to residents of the cities and the County.
- D. The Lake to Sound Trail is being constructed in segments. Segment B is a 1.5-mile segment that follows Des Moines Memorial Drive from 156th Way in SeaTac to South Normandy Road in Burien and was completed in 2017. Segment A is a 1.1-mile segment that passes through the Black River Riparian Forest Park in the City of Renton to the Green River Trail in the City of Tukwila’s Fort Dent Park. Segments D, E, and F are in the cities of Renton and Tukwila and will complete an east-west connection along the trail corridor.
- E. Segment C is located within the cities of SeaTac and Burien. This Agreement governs only the “Project”.
- F. The Project will be located substantially within the public street right of way for Des Moines Memorial Drive between South Normandy Road and 8th Avenue South and

will also be located on an easement crossing three (3) private parcels and an off-site mitigation area in Des Moines Creek Park.

- G. Under RCW 36.89.050, the County is authorized to construct a park or recreational facility and transfer to a city the County's ownership interest in, and the operation and maintenance obligations for, that facility, provided such transfer is subject to the condition that the facility shall continue to be used for the same purposes. If it is not used for the same purpose, an equivalent facility within the County shall be conveyed to the County in exchange therefor.
- H. The County has entered into a funding agreement with WSDOT, has secured a grant from the Washington Recreation and Conservation Office, and is also using County levy monies for the design and construction of the Project.
- I. After construction, the County wishes to convey ownership of the Project Improvements, as defined in Section 1.12, to Burien. Burien is prepared to own, operate, and maintain these improvements for use by the general public as a regional trail for the benefit of Burien and County residents.
- J. Providing funding for the design and construction of Segment C is consistent with and in furtherance of the King County Equity and Social Justice Strategic Plan 2016-2022.
- K. The Parties intend by this Agreement to establish their respective rights, roles, and responsibilities related to the Project.
- L. Burien and County consider the development of this facility as a partnership between the two jurisdictions. Burien and the County are providing financial, technical, and other agency resources to this project and the County has identified the importance of this project in various planning documents. This project has also received legislative approval by Burien, the County, and Puget Sound Regional Council.

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

AGREEMENT

1. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply.

1.1 Burien Property means Burien's public street right-of-way property for Des Moines Memorial Drive between South Normandy Road and 8th Avenue South where the Project Improvements for Segment C will be constructed. The Burien Property is legally described in **Exhibit A**.

1.2 Contract means the public works contract entered into between the County and its Contractor for the construction of Segment C.

1.3 Contractor means the individual, partnership, firm, corporation, or other entity with whom the County has executed the Contract for construction of Segment C.

1.4 Encroachments are defined as unauthorized and/or unpermitted use of public land.

1.5 Final Acceptance means the date on which the County issues to the Contractor a written notice accepting the work under the Contract as complete.

1.6 Final Punchlist means the document or list of items that define the work that does not conform to the contract specifications after Substantial Completion of the project.

1.7 Notice to Proceed means the written notice from the County to the Contractor authorizing and directing the Contractor to proceed with the construction of Segment C.

1.8 Ninety Percent (90%) Review Submittal means the Ninety Percent Review Submittal drawings and specifications for Segment C prepared on behalf of the County by Parametrix, Inc., dated November 2019.

1.9 Operate and Maintain or Operation and Maintenance means any and all actions necessary to keep the trail and any related Project Improvements open and accessible to the public and in a safe and suitable condition for use as a Regional Trail, including but not limited to, regular inspections, repairs or replacement of Project Improvements, sweeping or cleaning of surfaces, removal and/or covering of graffiti, removal of litter, removal of encroachments, maintenance of vegetation and pruning of trees and shrubs as needed to maintain sight distances; and any and all actions necessary to allow and control the use of the trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.

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1.10 Permit(s) means any or all federal, state, and local government permits, licenses, or other regulatory approvals needed for Segment C.

1.11 Project means the portion of Segment C within the boundaries of the City of Burien, including the portions located on Burien Property, and the Easement Area, as well as the stream buffer and wetland buffer mitigation area within Des Moines Creek Park, legally described in the Wetland Mitigation Maintenance Agreement attached hereto as **Exhibit B**.

1.12 Project Improvements means all physical aspects of the Project including, but not limited to the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage, striping, electrical components, signals, control boxes, fencing, lighting, base materials, bollards, artwork, markers, driveways, covers, frames, railing, retaining walls, boardwalks, rebar, wire fabric, landscaping and vegetation planted on-site for mitigation or restoration purposes.

1.13 Regional Trail means a regionally significant, shared-use trail accessible to the general public on which bicycling, walking, hiking, running, skating and other non-motorized uses are allowed, which provides recreational opportunities and enhances regional mobility.

1.14 Substantial Completion means the stage in the progress of the work under the Contract where the County has full and unrestricted use and benefit of the facilities for the purpose intended, both from the operational and safety standpoint, all the initial plantings are completed, all the systems and parts of the Contract work are functional, utilities are connected and operate normally and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods or correction or repair remains to complete all Contract requirements.

1.15 Term means that Burien, as required by RCW 36.89.050, agrees that the Project shall continue to be used in perpetuity by the general public as a Regional Trail for the benefit of City and County residents, and shall not be converted to a different use.

2. DESIGN & PERMITTING

2.1 Design. The County has provided Burien with Ninety Percent (90%) Review Submittal design drawings, which Burien has reviewed and hereby accepts, and which are incorporated herein by reference. The County will be solely responsible for finalizing the design documents for the Project and constructing the trail according to the design, including changes in scope as described in Paragraph 4.7.

2.2 Plans and Specifications. The County shall provide Burien with a copy of the plans and specifications to be advertised for bid and an electronic file of the Contract documents.

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2.3 Permitting and Environmental Review. The County shall be the lead agency for the Project under the State Environmental Policy Act (SEPA) and shall apply, or require its Contractor to apply, for all Permits. To the extent that Burien's signature on applications or other involvement is required, as the owner of the real property on which the Project is being constructed, Burien agrees to cooperate with the County and/or its Contractor and take all necessary actions to obtain the Permits. The County shall be responsible for the monitoring, reporting, and any required corrective actions for wetland buffer and stream buffer mitigation associated with the Project for the length of time required by any Permit. For any other Permit requirements that impose obligations on the owner of the real property or that contains conditions that will extend past the date of Final Acceptance, including but not limited to ongoing monitoring and maintenance obligations, Burien shall be the named permittee and shall be responsible for those conditions.

2.4 Burien Permits. Concerning any Permits required for the Project from Burien, Burien agrees, as part of its funding contribution to the Project, to waive or pay any and all fees or other charges associated with the application, review, processing, and appeal of Burien Permits.

3. ACCESS & ENCROACHMENTS

3.1 Burien hereby grants to the County and its employees, agents, representatives, invitees, consultants, contractors, and subcontractors performing work on behalf of the County with the following access rights to Burien Property.

(a) The non-exclusive license to enter onto Burien Property to analyze, assess, investigate, inspect, measure, survey, study, and gather information for purposes of design, permitting, and construction of the Project, including but not limited to completing borings and other subsurface investigations. This license shall begin upon the effective date of this Agreement and continue until Final Acceptance.

(b) The nonexclusive license to enter onto and construct the Project on Burien Property after section 2.3 is satisfied. This license shall begin upon the County's issuance of the Notice to Proceed and continue until Final Acceptance. This license shall not be exclusive of Burien's right to enter Burien Property for inspections or other actions necessary to implement this Agreement, or for any other purpose, provided that Burien's entry onto Burien Property shall not unreasonably impair, impede, or delay construction of the Project.

(c) The access license set out in Paragraphs 3.1(a-b) are irrevocable during their respective terms and are not subject to modification by Burien through Permits or otherwise without the express written agreement of the County.

3.2 The County and Burien are not aware of any Encroachments, improvements, or other structures on Burien Property. Any Encroachments on Burien Property that Burien does not intend to dispose of (for example, Encroachments that will

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be salvaged or impounded) must be removed by Burien. The County shall notify Burien in writing no less than 30 business days prior to advertising the Contract for bid. If Burien wishes the County's Contractor during construction to remove certain Encroachments that are to be disposed of, on Burien's behalf, Burien shall provide the County with written notice specifically describing any such Encroachments no later than 30 business days prior to the date the County advertises the Contract for bid. Burien shall manage the administrative portion of encroachment removal (documentation and notification). The County will include this list of Encroachments as part of the bid package and the Contractor shall be responsible for the removal of identified Encroachments as part of the scope.

3.3 Burien hereby represents and warrants to the County that it holds fee simple title to Burien Property or that it possesses sufficient property interests to provide the legal authority to remove Encroachments and construct the Project on Burien Property; that there are no easements, covenants, restrictions, encumbrances, or defects on or to the title of Burien Property that will in any way affect or impair the County's or Burien's ability to perform their respective obligations under this Agreement; and that Burien has met any legal obligations necessary for the County construct the Project and to perform Encroachment removal on its behalf under this Agreement.

3.4 If the County's Contractor removes Encroachments following Burien's direction under Paragraph 3.2, Burien shall protect, defend, indemnify, and save harmless the County, its officers, officials, employees, agents, Contractor, and subcontractors, while acting within the scope of their employment, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages arising from the removal of said Encroachments except to the extent that the foregoing in this section arise out of or result from the negligent acts or omissions of the County or a county contractor of any tier.

4. CONSTRUCTION

4.1 The County shall be responsible for the construction of the Project, including Contract procurement, and shall provide the necessary engineering, administrative, inspection, clerical, and other services necessary for the construction of the Project.

4.2 The County shall advertise the Contract in the official legal publication for the County and if necessary other publications, consistent with applicable laws and regulations.

4.3 The County shall open the bids and shall notify Burien of the time and date of the bid opening, which is typically three weeks after the bid is advertised. Burien may attend the opening of the bids.

4.4 The County shall award the Contract to the lowest, responsive, responsible bidder for the Project, subject to applicable laws and regulations.

4.5 The County shall require that Burien be included as an additional insured on all of the Contractor's insurance policies, and that Burien be included as a party indemnified by the Contractor in the Contract's indemnification provisions and receives the same indemnification protection as the County. Policy coverage limits shall match or exceed those specified in the edition current at the time of bid of the WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction.

4.6 Burien will furnish an inspector, at Burien's sole expense, to monitor compliance with the Contract plans and specifications during the construction of the Project. Burien's inspector shall advise the County, in writing, of any deficiencies noted. Deficiencies shall be limited to items that the inspector believes are out of compliance with the Contract plans and specifications and Burien's inspector shall cite the plan sheet number or specification that she or he considers to be at issue in the deficiency. Burien's inspector shall also provide to the County a written description of the remedy the inspector believes is necessary for each deficiency cited. If the Burien inspector determines that there is an unsafe traffic control condition at any intersection or if there is an immediate threat to public safety posed by the Contractor's actions, Burien's inspector has the authority to take immediate action, including directing the Contractor to take certain actions to address the safety concern. Concerning all other matters identified by the Burien inspector, the Burien inspector shall not have authority to direct the work of the Contractor and shall not instruct the Contractor directly on any matters.

4.7 The County will hold weekly construction meetings with its Contractor. Burien will be notified of these meetings by the County, at its option, may have its inspector or other representative attend the meetings. Burien may provide the County with its preferences concerning any significant proposed changes in the scope of the work to be performed under the Contract at the weekly meetings, but as between the Parties, any changes in scope are subject only to the County's approval.

4.8 The County shall update Burien on its progress in constructing the Project in its weekly construction meetings.

4.9 After the Contractor notifies the County in writing that the Project is substantially complete, the Parties shall perform a mutual inspection of the Project. Burien may provide a written deficiency list to the County within five (5) business days after this inspection. The list shall contain only construction deficiencies that Burien believes are out of compliance with the Contract plans and specifications. Burien shall cite the plan sheet number and/or specification that it considers to be at issue in the deficiency and provide a written description of the remedy Burien believes is necessary for each deficiency cited.

4.10 The County shall, in its sole discretion, determine whether Substantial Completion has occurred under the Contract. After the County provides the Contractor with notice that Substantial Completion has occurred and the Contractor indicates to the County that all physical work required by the Contract is complete, the Parties shall

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perform a mutual final inspection of the Project. Burien may provide a written deficiency list to the County within five (5) business days after the final inspection. The list shall contain only construction deficiencies that Burien believes are out of compliance with the Contract plans and specifications. Burien shall cite the plan sheet or specification that it considers to be at issue in the deficiency and provide a written description of the remedy Burien believes is necessary for each deficiency cited. The County will consult with Burien and address any deficiencies identified by Burien. Physical completion, as well as Final Acceptance of the Project, shall be by the County.

4.11 The County will require its Contractor in performing work under the Contract to comply with all applicable rules, regulations, statutes, and ordinances.

4.12 The County will administer and enforce all warranties in the Contract up until assignment of the warranties to Burien pursuant to Paragraph 5.2(g).

5. PROJECT CLOSEOUT, OWNERSHIP, & LONG-TERM OBLIGATIONS

5.1 Within sixty (60) business days of the date of Final Acceptance the Parties shall jointly undertake all actions necessary to transfer to Burien all Permits for the Project that have not expired or terminated, and for which Burien is not already the named permittee, except for the wetland mitigation obligations as required by permits located in Burien Park Property.

5.2 Within sixty (60) business days of completion of the obligations in Paragraph 5.1, or such additional time as may be required to close out the Contract, the County shall perform the following obligations:

(a) The County shall execute and record a quit claim deed bill of sale conveying to Burien all of the County's right, title and interest to the Project Improvements located on or within Burien Property, as is, where is ("Bill of Sale") in substantially the form set forth in **Exhibit C**;

(b) The County shall execute and record an assignment of easement assigning the County's right, title, and interest to any easement obtained by the County for the installation of the trail in substantially the form set forth in **Exhibit D**;

(c) Deliver to Burien project record drawings in both native file and electronic format for the Project;

(d) Collect and provide to Burien a copy of any applicable warranties and other information and materials in the County's possession that relate to the use, operation, and maintenance of the Project Improvements;

(e) Provide to Burien unconditional lien releases that the Contractor has collected from all of its consultants, subcontractors, and vendors;

(f) Collect and provide copies of certificates obtained from the department of revenue, the employment security department and the department of labor and industries that all taxes, increases and penalties due from the Contractor, and all taxes due and to become due with respect to such Contract, have been paid in full or that they are, in each department's opinion, readily collectible;

(g) The County shall execute an assignment of the Contract warranties and an assignment of the warranties in the *Agreement for Professional Services for Lake to Sound Trail Design*, Contract No. E00178E10, between King County and Parametrix in favor of Burien, with respect to the Project, except as provided in Paragraph 8.2; and

(h) Assign to Burien the County's right to assert any claim it may have against the Contractor or against Parametrix under Contract No. E00178E10 arising out of or related to Project work, except as provided in Paragraph 8.2 or 8.3.

5.3 Unless otherwise mutually agreed to by the Parties in writing, the Project shall not be accessible and open to the public until the completion of items included on the Final Punchlist.

5.4 Upon completion of items included on the Final Punchlist, Burien shall, at its sole expense, Operate and Maintain the Project, including Segment C and any related Project Improvements.

5.5 Burien, as required by RCW 36.89.050, agrees that the Project shall continue to be used in perpetuity as a Regional Trail and shall not be converted to a different use.

5.6 Burien agrees that allowing Project, including Burien Property, to be used for a Regional Trail shall include any and all actions by Burien necessary to allow and control use of the trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.

5.7 Burien agrees that Project including Burien Property, or any portion thereof, shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for a Regional Trail.

5.8 Burien agrees that it will not limit or restrict access to and use of the Project, including Burien Property by non-Burien residents in any way that does not also apply to Burien residents.

5.9 Burien agrees that any and all user fees charged for use of the Project, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-Burien residents as for the residents of Burien.

5.10 Burien agrees that it shall place the covenants in Paragraphs 5.5 through 5.9 in any deed transferring any portion of the Project, including Burien Property.

5.11 Burien covenants that the Project shall be used in perpetuity for a regional shared-use trail accessible to the general public for bicycling, walking, hiking, running, skating, and other non-motorized uses, which provides recreational opportunities and enhances regional mobility (hereafter “Regional Trail”) or that other equivalent facilities shall be made in exchange therefore. The County acknowledges that the provision to allow for equivalent facilities will allow for the revision or realignment of road right of way and signal as may be needed or desired by Burien.

5.12 Burien understands that the Project is part of the Lake to Sound Trail and covenants that Burien’s Park Rules and Regulations apply to the Project except as may be modified or supplemented by the following rules which the County intends to apply across the entirety of the Lake to Sound Trail:

(a) No person shall cause a motorized vehicle to enter or operate upon the Project without express permission of Burien and the County;

(b) No person shall travel on the Project at a speed greater than is reasonable and prudent under the conditions or in an otherwise negligent manner;

(c) No person shall camp, dump, store, or abandon property at or on the Project;

(d) All persons must keep dogs or other pets or domestic animals on a leash, and under control at all times. Any person whose dog or other pet is on the Project shall be responsible for the conduct of the animal and for removing feces deposited by such animal from the Project;

(e) No person shall allow his or her dog or other pet or domestic animal to bite or in any way molest or annoy visitors to the Project or to bark continuously or otherwise disturb the peace and tranquility of the Project;

(f) No person shall use tobacco or equivalent products on the Project;

(g) No person shall leave rubbish, appliances, furniture, or other material on the Project, except in a garbage can or other receptacle designated for those purposes;

(h) No person shall enter or be present on the Project during hours that the Regional Trail is closed except persons authorized by Burien or the County;

(i) No person shall destroy or damage the Project. No person shall disturb, injure, or remove, plant, bury, or leave any vegetation or animal on the Property unless expressly authorized to do so by Burien and the County; and

(j) No person shall enter or remain or loiter about the Project while in a state of intoxication or under the influence of any unlawful controlled substance.

5.13. Burien covenants that it will not transfer or convey the Project, or any portion thereof, except by agreement providing that such lands shall continue to be used for a Regional Trail.

5.14. Burien covenants that it will not limit or restrict access to and use of the Project by non-Burien residents in any way that does not also apply to city residents.

5.15. Burien covenants that any and all user fees charged for use of the Project for Regional Trail purposes, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-Burien residents as for Burien residents.

5.16. Burien agrees to grant the County access to the Burien Property for the purposes of constructing, inspecting, reconstructing, maintaining, improving, modifying, and repairing informational signs, public placemaking, and art features for the public related to the Lake to Sound Regional Trail (“Signs”). The County shall have the right at such time as may be necessary to enter upon and to have unimpeded access to, in, and through the Burien Property for the purposes of exercising the County’s rights as described herein. King County agrees to obtain a Type F Permit as shown in Exhibit E, issuance of which should not be unreasonably withheld.

6. PROJECT FUNDING

6.1 The County shall provide funding for the design and construction of the Project.

6.2 Burien shall provide funding for all of Burien’s obligations or activities under or related to this Agreement from the time of execution of this agreement forward, including but not limited to Permit review, construction inspection, other administration or implementation expenses and long-term Operation and Maintenance of the Project.

7. CONDITIONS PRECEDENT TO PROJECT DEVELOPMENT

7.1 The County's obligations related to finalizing the design, permitting and construction of the Project under Sections 2 through 4 of this Agreement, and providing funding for same, are expressly subject to and contingent upon all of the following conditions precedent being satisfied to the County's satisfaction in its sole discretion (the "Project Conditions"):

(a) An Interagency Agreement being approved by the legislative authority of the City of SeaTac and executed by SeaTac and the County for the design, construction, Operation and Maintenance of the portion of Segment C that is within the City of SeaTac.

(b) The County obtaining all executed and recorded temporary construction easements and all agreements to rebuild driveways necessary for construction of the Project on terms acceptable to the County; and

(c) The County and/or its Contractor obtaining all Permits necessary for the Project.

7.2 If the County, in its sole discretion, determines that the Project Conditions have not been satisfied, the County shall notify Burien in writing, and neither party shall have any further rights or obligations under this Agreement and this Agreement shall terminate.

8. LIABILITY

8.1 Each Party shall protect, defend, indemnify and hold harmless the other Party, agents, appointed or elected officials or officers, counsel, contractors (of any tier), directors, employees, while acting within the scope of their employment, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages ("Claims") arising out of, or in connection with, or incident to the breach of any warranty under this Agreement or the negligent acts and omissions in the exercise of any right or obligation under this Agreement by the indemnifying Party, except to the extent such Claims arise out of or result from the other Party's negligent acts or omissions. Each Party agrees that it is as fully responsible for the acts and omissions of its contractors and franchisees, and their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its employees and agents. Each Party agrees that its obligations under this paragraph extend to Claims brought by or on behalf of the other Party or any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of Claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Nothing in this Paragraph 8.1 modifies or limits in any way Burien's obligations in Paragraph 3.4.

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8.2 The County's obligations in Paragraph 8.1 terminate upon the date the County fulfills all its obligations in Paragraph 5.2 ("Closeout Date"), with the exception of Claims that occurred before the Closeout Date that were properly and timely filed with the clerk of the County Council under King County Code (K.C.C.) 2.21.070 or served on the clerk of the County Council under K.C.C. 2.04.010.

8.3 The County's obligations in Paragraph 8.1 terminate upon the date the County fulfills all its obligations in Paragraph 5.2 ("Closeout Date"), with the exception of contract claims reserved under the terms of the applicable construction or design contract by the Contractor or by the County's design contractor, Parametrix ("Reserved Claims").

8.4 As of the date of Burien's final acceptance of the Project, except for Reserved Claims, Burien shall release, protect, defend, indemnify and hold harmless the County, its officers, officials, and employees while acting within the scope of their employment, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, ("Claims") arising out of, in connection with, or incident to the Project. Burien expressly agrees that its duty to release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees under this paragraph excludes negligent acts or omissions by the County occurring after Burien's final acceptance of the Project which are concurrent, contributory, or both. To the extent this Agreement is construed to be subject to RCW 4.24.115, Burien's duties under this paragraph will extend only to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Burien's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

9. INSURANCE

9.1 Each Party shall maintain, for the duration of each Party's liability exposures under this Agreement, insurance policies or self-insurance responsive to claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by or on behalf of each Party. Each Party shall require its respective contractors to maintain coverage responsive to the exposures inherent in such contractors' work in furtherance of this Agreement.

9.2 King County, a charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program for the protection and handling of the County's liabilities including injuries to persons and damage to property. Burien acknowledges, agrees, and understands that the County is self-funded for all of its liability exposures and that the County's self-insurance program meets the requirements of paragraph 9.1. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The

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County agrees to provide Burien with at least 30 business days prior written notice of any material change in the County's self-funded program and will provide Burien with a certificate of self-insurance as adequate proof of coverage. Burien further acknowledges, agrees, and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County cannot add Burien as an additional insured.

9.3 The City of Burien shall procure and/or maintain:

(a) **General Liability.** Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering **COMMERCIAL GENERAL LIABILITY**, \$3,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$3,000,000 aggregate limit. Limits may be met by a combination of General Liability and Excess Liability policies.

Burien is a noncharter code city of the State of Washington and a member of fully funded Self-Insurance program for the protection and handling of Burien's liabilities including injuries to persons and damage to property. King County acknowledges, agrees, and understands that Burien's self-insurance program meets the requirements of this agreement. Burien agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. Burien agrees to provide King County with at least 30 business days prior written notice of any material change in Burien's coverage. King County acknowledges, agrees, and understands that Burien does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore Burien cannot add King County as an additional insured.

10. EFFECTIVE DATE/DURATION

10.1 This Agreement shall be effective upon signature by both Parties.

10.2 Unless expressly stated otherwise in this Agreement, the terms, covenants, representations, and warranties contained herein shall continue in force unless both Parties mutually consent in writing to termination of this Agreement.

11. AUDITS AND INSPECTIONS

11.1 Until six (6) years after the effective date of this Agreement, unless the Agreement is terminated under Paragraph 7.2, any of either Party's records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either Party at the requesting Party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

12. NOTICE

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12.1 Any notice provided for herein shall be sent to the respective Parties at:

<p>King County: Director's Office King County Department of Natural Resources and Parks Room 500, King Street Center 201 S. Jackson Street Seattle, WA 98104</p> <p>Via e-mail to: KCParks.LegalNotices@kingcounty.gov</p> <p>With a copy to:</p> <p>King County Prosecuting Attorney's Office Attn: Chief Civil Deputy 516 Third Avenue W400 Seattle, WA 98104</p>	<p>City of Burien</p> <p>Public Works Director's Office 400 SW 152nd Street Suite 300 Burien, WA 98116</p> <p>With a copy to:</p> <p>Burien Legal Department Burien City Attorney 400 SW 152nd Street Suite 300 Burien, WA 98116</p>
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13. MISCELLANEOUS PROVISIONS

13.1 Waiver. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified, or deleted except by an instrument, in writing, signed by the Parties hereto.

13.2 Force Majeure. If either Party cannot perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations shall be extended by a period equal to the duration of such events. Events beyond a Party's reasonable control include, but are not limited to, Acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or materials, government regulations or restrictions, lawsuits filed challenging one or more Permits or other agreements necessary for the implementation of the Project, and weather conditions.

13.3 Joint Drafting Effort. This Agreement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission, or other events of negotiation, drafting or execution hereof.

13.4 Third Party Beneficiaries. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than Burien and the County, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Burien and the County and not for the benefit of any other Party.

13.5 Exhibits. All Exhibits referenced in this Agreement are incorporated by reference as if fully set forth.

13.6 Entire Agreement. This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

13.7 Amendment. This Agreement may be amended only by an instrument in writing, duly executed by both Parties.

13.8 Relationship of the Parties. The Parties execute and implement this Agreement as separate entities. No partnership, joint venture, or joint undertaking shall be construed from this Agreement.

13.9 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington with venue in King County.

13.10 Survivability. The provisions of Paragraph 3.4 and Sections 9 and 10 shall survive termination of this Agreement.

13.11 Authority. Each Party executing this Agreement represents that the Party has the authority to execute the Agreement and to comply with all terms of this Agreement.

Exhibits

- Exhibit A: Legal Description and Figure of City Property
- Exhibit B: Wetland Mitigation Maintenance Agreement
- Exhibit C: Quit Claim Deed Bill of Sale
- Exhibit D: Assignment of Deed of Permanent Non-Motorized Trail Easement and Deed of Temporary Construction Easement
- Exhibit E: Type F Permit

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date last written below.

KING COUNTY

DocuSigned by:

Christie True

CB266A8824A442E...

Christie True

Director, Department of Natural Resources and Parks

5/12/2023 | 5:38 PM PDT

Date

CITY OF BURIEN

DocuSigned by:

Adolfo Bailon

9F0CE15D98454EB...

Adolfo Bailon

City Manager

5/23/2023 | 11:56 AM PDT

Date

APPROVED AS TO FORM:

DocuSigned by:

Kimberly Frederick

53AADD1A6341752

Senior Deputy Prosecuting Attorney

5/12/2023 | 5:28 PM PDT

Date

APPROVED AS TO FORM:

DocuSigned by:

Garmon Newsom II

09E6F02716F6455...

City of Burien, City Attorney

5/23/2023 | 10:25 AM PDT

Date

Burien—King County
Interagency Agreement
Lake To Sound Trail Segment C

EXHIBIT A

**INTERLOCAL AGREEMENT AREA
LEGAL DESCRIPTION**

CITY OF BURIEN
INTERLOCAL AGREEMENT

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32,
TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON
DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 32;
THENCE NORTH 04°52'54" EAST, 524.27 FEET ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF
SECTION 32;
THENCE SOUTH 85°07'06" EAST, 61.44 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF DES MOINES
MEMORIAL DR. AND **POINT OF BEGINNING**;
THENCE SOUTH 50°08'50" EAST, 99.18 FEET ALONG SAID RIGHT OF WAY;
THENCE NORTH 39°48'02" EAST, 20.01 FEET;
THENCE NORTH 50°11'58" WEST, 51.05 FEET TO A TANGENT CURVE TO THE LEFT;
HAVING A RADIUS OF 68.11 FEET;
THENCE ALONG SAID CURVE 53.45 FEET THROUGH A CENTRAL ANGLE OF 44°57'44" TO THE **POINT OF
BEGINNING**;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

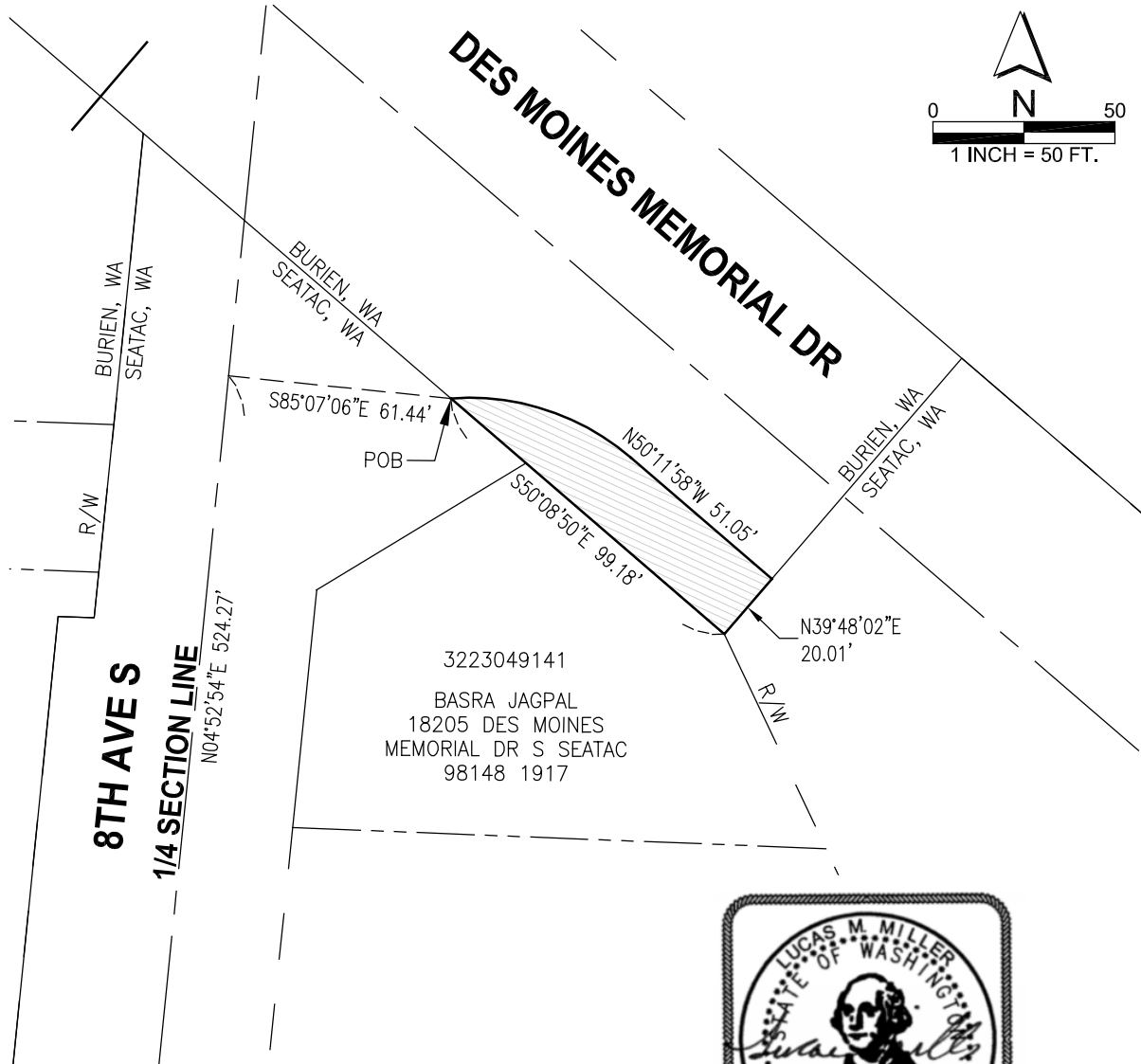
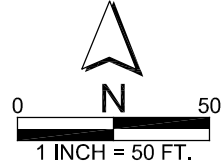
CONTAINING 1,682 SQ FT MORE OR LESS OR 0.04 ACRES MORE OR LESS



09/23/20

EXHIBIT A

SW 1/4, NE 1 /4, SECTION 32, TOWNSHIP 23 N, RANGE 4 E, W.M., KING COUNTY, WASHINGTON



3223049141
BASRA JAGPAL
18205 DES MOINES
MEMORIAL DR S SEATAC
98148 1917



09/23/20

**LAKE TO SOUND TRAIL
SEGMENT C,
CITY OF BURIEN
INTERLOCAL AGREEMENT
EXHIBIT 1 OF 5**

POC
FOUND PK NAIL
IN CONC. IN MON CASE
CTR SEC. 32-23-4


 INTERLOCAL AGREEMENT
AREA (1,682 SQ.FT.)

EXHIBIT A

**INTERLOCAL AGREEMENT AREA
LEGAL DESCRIPTION**

CITY OF BURIEN

INTERLOCAL AGREEMENT

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32,
TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON
DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 32;
THENCE NORTH 04°52'54" EAST, 581.42 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF
SECTION 32;
THENCE NORTH 85°07'06" WEST, 18.00 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 85°07'06" WEST, 2.26 FEET;
THENCE NORTH 50°08'50" WEST, 11.88 FEET TO THE WESTERLY RIGHT OF WAY OF 8TH AVE S.;
THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 50°08'50" WEST, 210.28 FEET;
THENCE SOUTH 01°18'48" WEST, 6.39 FEET;
THENCE NORTH 50°08'50" WEST; 310.72 FEET;
THENCE NORTH 39°51'10" EAST; 5.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF DES MOINES
MEMORIAL DR.;
THENCE NORTH 50°08'50" WEST; 43.27 FEET ALONG SAID RIGHT OF WAY;
THENCE NORTH 88°42'17" WEST, 4.81 FEET;
THENCE NORTH 50°08'50" WEST; 80.62;
THENCE NORTH 39°51'10" EAST; 3.00 FEET TO SAID RIGHT OF WAY;
THENCE NORTH 50°08'50" WEST; 69.62 FEET ALONG SAID RIGHT OF WAY;
THENCE SOUTH 39°51'10" WEST; 10.00 FEET;
THENCE NORTH 50°08'50" WEST; 179.42 FEET;
THENCE SOUTH 88°42'17" EAST; 16.04 FEET TO SAID RIGHT OF WAY;
THENCE NORTH 39°47'30" EAST; 24.34 FEET;
THENCE SOUTH 50°12'30" EAST; 56.01 FEET;
THENCE SOUTH 49°08'11" EAST; 324.45 FEET;
THENCE SOUTH 50°13'14" EAST; 330.42 FEET;
THENCE SOUTH 50°19'26" EAST; 154.79 FEET TO A TANGENT CURVE TO THE RIGHT HAVING A RADIUS
OF 31.50 FEET;

THENCE ALONG SAID CURVE 30.35 FEET THROUGH A CENTRAL ANGLE OF 55°12'20";
THENCE SOUTH 04°52'54" WEST; 5.90 FEET TO THE **POINT OF BEGINNING**;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

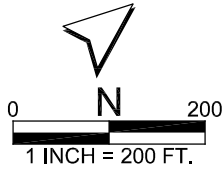
CONTAINING 21,560 SQ FT MORE OR LESS OR 0.49 ACRES MORE OR LESS



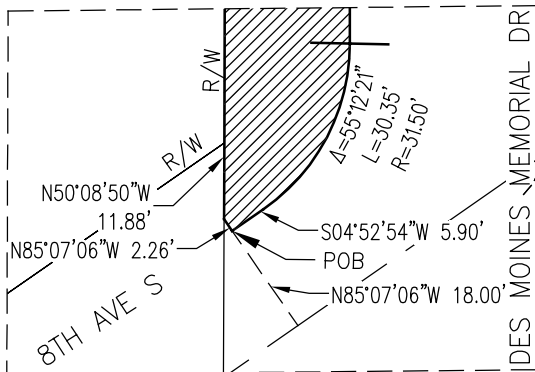
09/23/20

EXHIBIT A

**SE 1/4, NW 1/4, SECTION 32, TOWNSHIP 23 N, RANGE 4 E, W.M.,
KING COUNTY, WASHINGTON**



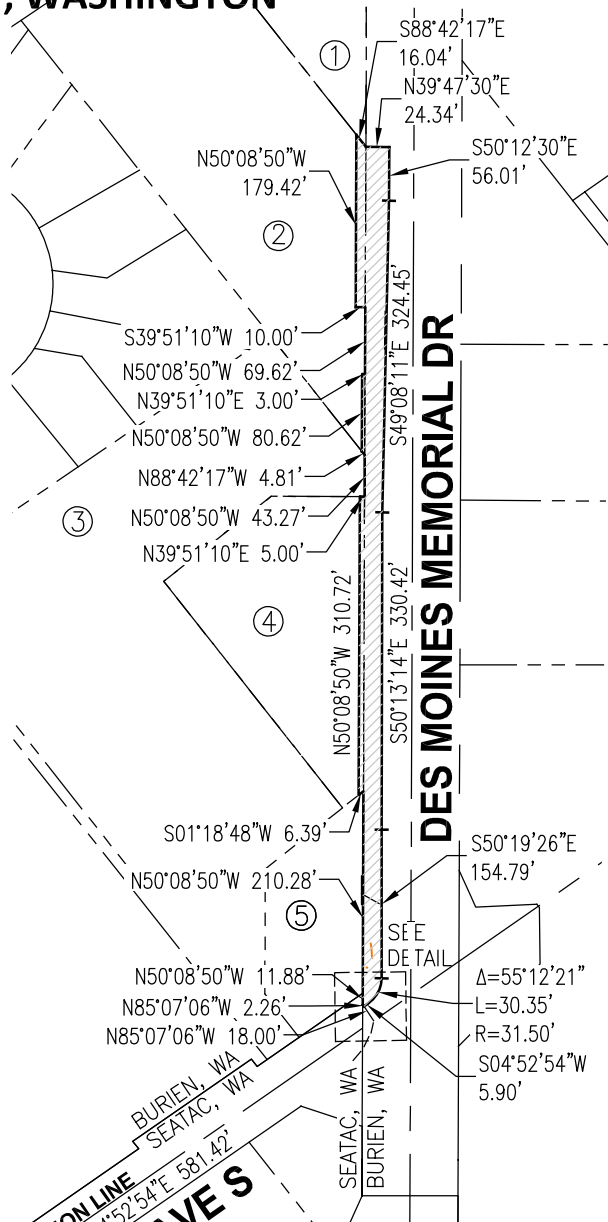
- ① 3223049096
MARKERR PROPERTIES LLC
18017 DES MOINES MEMORIAL DR S
BURIEN 98148
- ② 3223049288
PUBLIC STORAGE
18023 DES MOINES MEMORIAL DR S
BURIEN 98148
- ③ 3223049098
PUBLIC STORAGE
18041 DES MOINES MEMORIAL DR S
BURIEN 98148
- ④ 3223049219
PUBLIC STORAGE
- ⑤ 3223049196
SOUTH YARD LLC
18203 DES MOINES MEMORIAL DR S
BURIEN 98148



POC
FOUND PK NAIL
IN CONC. IN MON CASE
CTR SEC. 32-23-4



09/23/20



INTERLOCAL AGREEMENT
AREA (21,560 SQ.FT.)

**LAKE TO SOUND TRAIL
SEGMENT C,
CITY OF BURIEN
INTERLOCAL AGREEMENT
EXHIBIT 2 OF 5**

EXHIBIT A
INTERLOCAL AGREEMENT AREA
LEGAL DESCRIPTION

CITY OF BURIEN
INTERLOCAL AGREEMENT

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 32;
THENCE NORTH 04°52'54" EAST, 628.26 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 32 TO THE INTERSECTION OF 8TH AVE S AND DES MOINES MEMORIAL DR;
THENCE NORTH 50°08'58" WEST ALONG THE CENTERLINE OF DES MOINES MEMORIAL DR, 882.83 FEET;
THENCE SOUTH 39°51'02" WEST, 25.62 FEET TO THE **POINT OF BEGINNING**;
THENCE SOUTH 39°47'30" WEST, 24.34 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF DES MOINES MEMORIAL DR AND THE SOUTH LINE OF TAX PARCEL NUMBER 3223049096;
THENCE NORTH 88°42'17" WEST ALONG SAID SOUTH LINE, 8.02 FEET;
THENCE NORTH 50°08'50" WEST, 219.75 FEET TO THE NORTH LINE OF SAID PARCEL;
THENCE SOUTH 88°46'42" EAST ALONG SAID NORTH LINE, 3.20 FEET;
THENCE NORTH 50°08'50" WEST, 61.56 FEET;
THENCE NORTH 39°51'10" EAST, 3.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY OF DES MOINES MEMORIAL DR;
THENCE NORTH 50°11'09" WEST, 73.47 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 613.74 FEET;
THENCE ALONG SAID CURVE 42.85 FEET THROUGH A CENTRAL ANGLE OF 4°00'02";
THENCE SOUTH 43°46'43" WEST, 2.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 43°45'40" EAST, HAVING A RADIUS OF 625.96 FEET;
THENCE ALONG SAID CURVE 214.65 FEET THROUGH A CENTRAL ANGLE OF 19°38'50";
THENCE SOUTH 63°23'28" WEST, 2.00 FEET;
THENCE NORTH 26°24'14" WEST, 4.50 FEET;
THENCE NORTH 63°48'03" EAST, 2.00 FEET;
THENCE NORTH 25°53'10" WEST, 6.85 FEET;
THENCE SOUTH 64°36'35" WEST, 3.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 64°25'40" EAST, HAVING A RADIUS OF 630.06;
THENCE ALONG SAID CURVE 37.40 FEET HAVING A CENTRAL ANGLE OF 3°24'05";
THENCE SOUTH 68°00'40" WEST, 2.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 67°49'47" EAST, HAVING A RADIUS OF 632.06;
THENCE ALONG SAID CURVE 43.08 FEET HAVING A CENTRAL ANGLE OF 3°54'19";
THENCE SOUTH 71°44'06" WEST, 2.50 FEET;
THENCE NORTH 18°03'43" WEST, 4.50 FEET;
THENCE NORTH 72°08'29" EAST, 2.50 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 72°08'29" EAST, HAVING A RADIUS OF 632.06;
THENCE ALONG SAID CURVE 58.12 FEET HAVING A CENTRAL ANGLE OF 5°16'05";
THENCE SOUTH 77°24'34" WEST, 2.00 FEET;
THENCE NORTH 12°24'56" WEST, 4.50 FEET;
THENCE NORTH 77°48'58" EAST, 2.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 77°48'58" EAST, HAVING A RADIUS OF 632.06;

THENCE ALONG SAID CURVE 53.85 FEET HAVING A CENTRAL ANGLE OF 4°52'52";
THENCE NORTH 82°41'50" EAST, 7.00 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 82°41'58" EAST, HAVING A RADIUS OF 625.06;
THENCE ALONG SAID CURVE 32.88 FEET HAVING A CENTRAL ANGLE OF 3°00'52";
THENCE SOUTH 31°01'12" WEST, 12.56 FEET;
THENCE NORTH 58°58'48" WEST, 9.00 FEET;
THENCE NORTH 31°01'12" EAST, 12.75 FEET;
THENCE NORTH 59°41'45" WEST, 7.51 FEET;
THENCE NORTH 81°14'38" WEST, 9.14 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF S. NORMANDY RD.;
THENCE NORTH 38°37'48" EAST ALONG SAID NORTHWESTERLY RIGHT OF WAY, 5.27 FEET;
THENCE NORTH 47°04'21" WEST, 9.04 FEET A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 47°04'27" EAST, HAVING A RADIUS OF 28.00;
THENCE ALONG SAID CURVE 63.76 FEET HAVING A CENTRAL ANGLE OF 130°28'30";
THENCE SOUTH 06°35'57" EAST, 69.67 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 356.50 FEET;
THENCE ALONG SAID CURVE 144.15 FEET THROUGH A CENTRAL ANGLE OF 23°10'02";
THENCE SOUTH 29°45'59" EAST, 74.79 FEET TO A CURVE TO THE LEFT, HAVING A RADIUS OF 492 FEET;
THENCE ALONG SAID CURVE 170.73 FEET THROUGH A CENTRAL ANGLE OF 19°52'57";
THENCE SOUTH 49°38'56" EAST, 259.10 FEET;
THENCE SOUTH 50°12'30" EAST 124.93 FEET TO THE **POINT OF BEGINNING**;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 24,489 SQ FT MORE OR LESS OR 0.56 ACRES MORE OR LESS



09/23/20

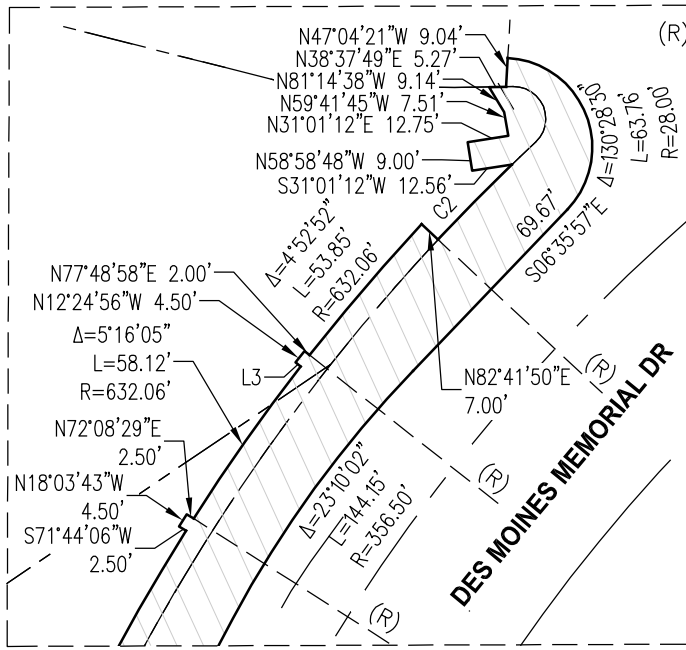
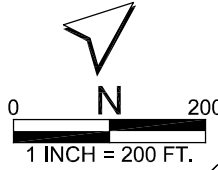
EXHIBIT A

SE 1/4, NW 1/4; NE 1 /4, NW 1/4 ; NW 1/4, NW 1/4 SECTION 32, TOWNSHIP 23 N, RANGE 4 E, W.M., KING COUNTY, WASHINGTON

CURVE AND LINE TABLE

LINE #	LENGTH	DIRECTION
L1	6.85	N25° 53' 10"W
L2	3.00	S64° 36' 35"W
L3	2.00	S77° 24' 34"W

CURVE #	LENGTH	RADIUS	DELTA
C1	37.40	630.06	3°24'05"
C2	32.88	625.06	3°00'52"



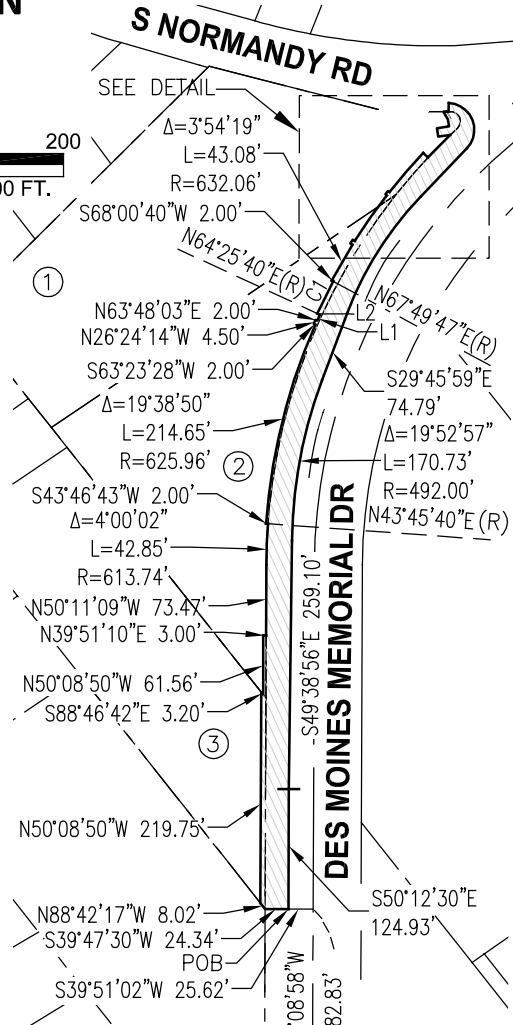
DETAIL 1"=60'



09/23/20

**LAKE TO SOUND TRAIL
SEGMENT C,
CITY OF BURIEN
INTERLOCAL AGREEMENT
EXHIBIT 3 OF 5**

- ① 3223049051
MARKERR PROPERTIES LLC
C/O
- ② 3223049044
MARKERR PROPERTIES LLC
- ③ 3223049096
MARKERR PROPERTIES LLC
18017 DES MOINES
MEMORIAL DR S BURIEN
98148



INTERLOCAL AGREEMENT
AREA (24,489 SQ.FT.)

FOUND PK NAIL
IN CONC. IN MON CASE
CTR SEC. 32-23-4

EXHIBIT A

**INTERLOCAL AGREEMENT AREA
LEGAL DESCRIPTION**

CITY OF BURIEN

INTERLOCAL AGREEMENT

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

AREA 'A'

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32;
THENCE NORTH 88°55'44" WEST, 1097.53 FEET ALONG THE NORTH LINE OF SAID SECTION 32 TO THE CENTERLINE OF S. NORMANDY RD BEING A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 85°15'20" WEST, HAVING A RADIUS OF 1035.87 FEET;
THENCE ALONG SAID CURVE 526.37 FEET THROUGH A CENTRAL ANGLE OF 29°06'52";
THENCE ALONG SAID CENTERLINE THE FOLLOWING COARSES AND DISTANCES;
THENCE SOUTH 33°51'32" WEST, 1.12 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 286.49 FEET;
THENCE ALONG SAID CURVE 115.30 FEET THROUGH A CENTRAL ANGE OF 23°03'34" TO A CURVE TO THE LEFT HAVING A RADIUS OF 575.06 FEET;
THENCE ALONG SAID CURVE 43.98 FEET THROUGH A CENTRAL ANGLE OF 04°22'57"
THENCE LEAVING SAID CENTERLINE NORTH 84°28'19" WEST, 74.29 FEET TO THE **POINT OF BEGINNING**;
THENCE NORTH 54°08'54" WEST, 10.34 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF DES MOINES MEMORIAL DR.;
THENCE NORTH 35°26'52" EAST, 4.20 FEET ALONG SAID RIGHT WAY;
THENCE NORTH 35°26'32" EAST, 18.87 FEET ALONG SAID RIGHT WAY TO THE WESTERLY RIGHT OF WAY OF AMBAUM BOULEVARD S.;
THENCE NORTH 07°24'46" WEST, 74.78 FEET ALONG SAID RIGHT OF WAY;
THENCE NORTH 83°47'23" EAST, 27.90 FEET;
THENCE SOUTH 06°12'37" EAST, 47.44 FEET TO A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 36.00 FEET;
THENCE ALONG SAID CURVE 26.43 FEET THROUGH A CENTRAL ANGE OF 42°03'44";
THENCE SOUTH 35°51'06" WEST, 36.88 FEET TO THE **POINT OF BEGINNING**;

AREA 'B'

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32;
THENCE NORTH 88°55'44" WEST, 1097.53 FEET ALONG THE NORTH LINE OF SAID SECTION 32 TO THE CENTERLINE OF S. NORMANDY RD BEING A NON-TANGENT CURVE TO THE RIGHT; THE CENTER OF WHICH BEARS NORTH 85°15'20" WEST, HAVING A RADIUS OF 1035.87 FEET;
THENCE ALONG SAID CURVE 526.37 FEET THROUGH A CENTRAL ANGLE OF 29°06'52";
THENCE ALONG SAID CENTERLINE THE FOLLOWING COARSES AND DISTANCES;
THENCE SOUTH 33°51'32" WEST, 1.12 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 286.49 FEET;
THENCE ALONG SAID CURVE 67.85 FEET THROUGH A CENTRAL ANGE OF 13°34'15"

THENCE LEAVING SAID CENTERLINE SOUTH 69°42'38" EAST, 13.77 FEET TO THE EASTERLY RIGHT OF WAY OF DES MOINES MEMORIAL ALSO BEING THE **POINT OF BEGINNING**;
THENCE SOUTH 69°42'38" EAST, 36.23 FEET TO A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 69°42'38" EAST, HAVING A RADIUS OF 236.48 FEET;
THENCE ALONG SAID CURVE 39.16 FEET THROUGH A CENTRAL ANGLE OF 9°29'19" TO A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 79°11'57" EAST, HAVING A RADIUS OF 525.06;
THENCE ALONG SAID CURVE 32.65 FEET THROUGH A CENTRAL ANGLE OF 3°33'47";
THENCE LEAVING SAID RIGHT OF WAY NORTH 69°42'38" WEST, 26.79 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 42°46'36" EAST, HAVING A RADIUS OF 30.00;
THENCE ALONG SAID CURVE 32.14 FEET THROUGH A CENTRAL ANGLE OF 61°23'10" TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 75°50'15" EAST, HAVING A RADIUS OF 346.47 FEET;
THENCE ALONG SAID CURVE 13.65 FEET THROUGH A CENTRAL ANGLE OF 2°15'27";
THENCE NORTH 21°08'10" EAST, 32.89 FEET TO THE **POINT OF BEGINNING**;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

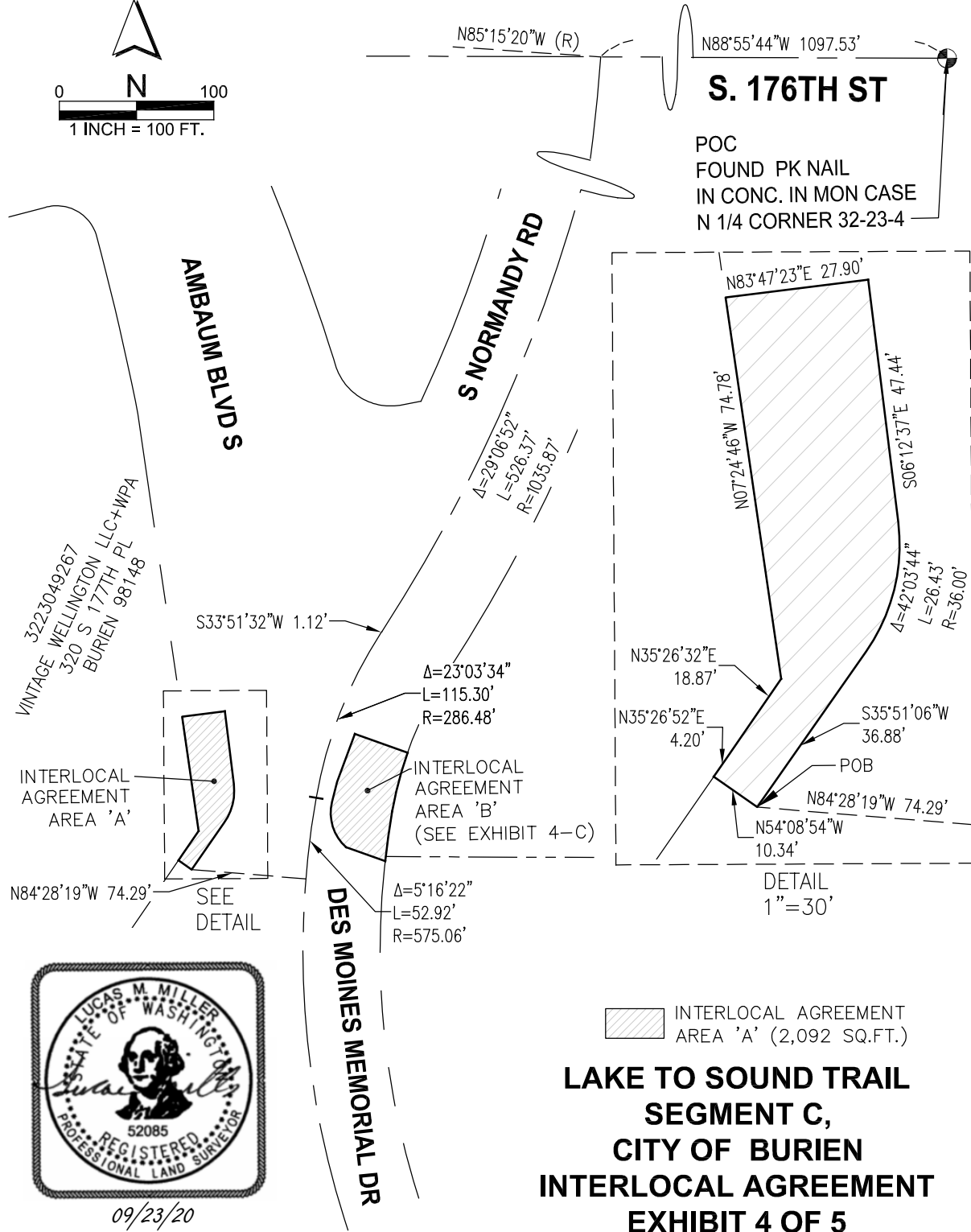
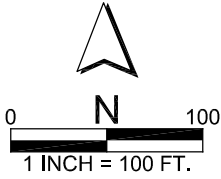
CONTAINING 4,759 SQ FT MORE OR LESS OR 0.11 ACRES MORE OR LESS



09/23/20

EXHIBIT A

NW 1/4, NW 1 /4, SECTION 32, TOWNSHIP 23 N, RANGE 4 E, W.M., KING COUNTY, WASHINGTON



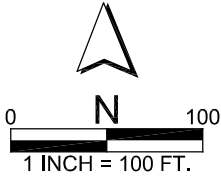
09/23/20

INTERLOCAL AGREEMENT AREA 'A' (2,092 SQ.FT.)

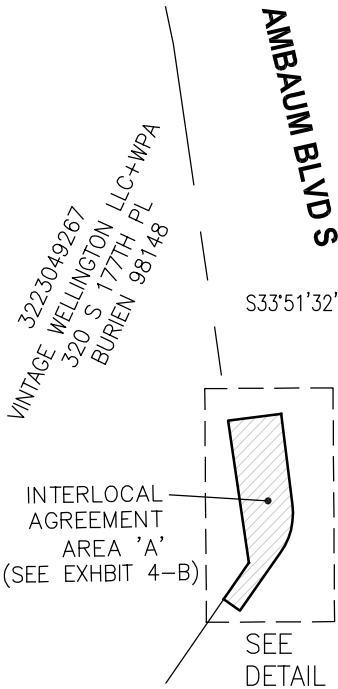
LAKE TO SOUND TRAIL SEGMENT C, CITY OF BURIEN INTERLOCAL AGREEMENT EXHIBIT 4 OF 5

EXHIBIT A

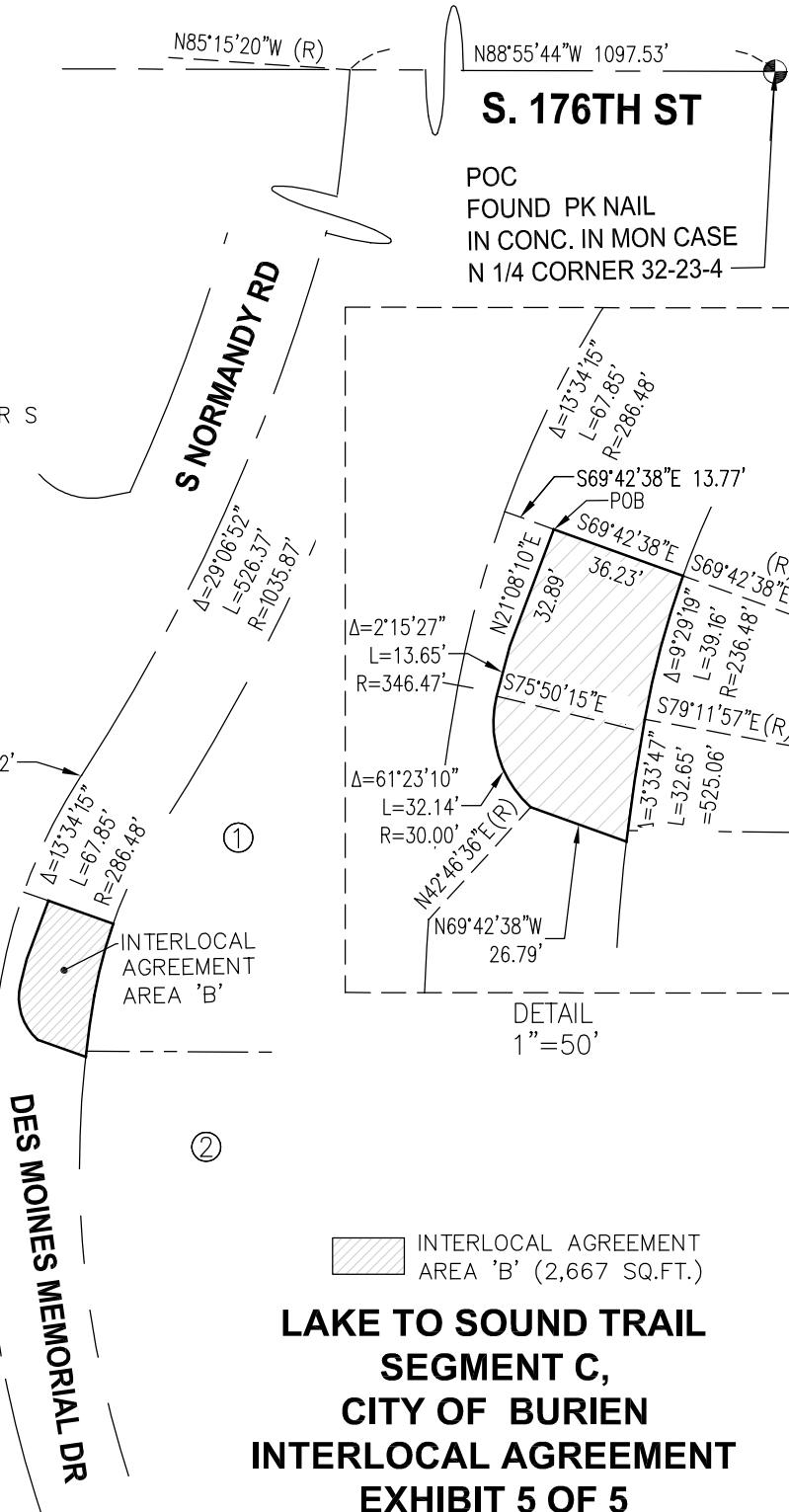
**NW 1/4, NW 1 /4, SECTION 32, TOWNSHIP 23 N, RANGE 4 E, W.M.,
KING COUNTY, WASHINGTON**



- ① 3223049075
177TH MINI WAREHOUSE LLC
501 S 176TH ST
BURIEN 98148
- ② 3223049112
PUBLIC STORAGE
17800 DES MOINES MEMORIAL DR S
BURIEN 98148

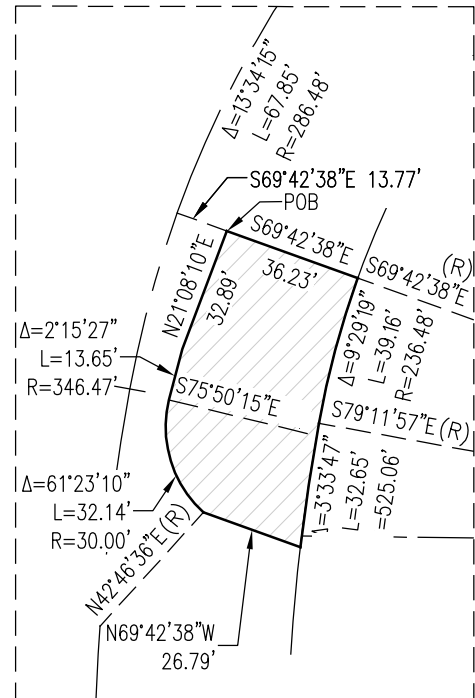


09/23/20



S. 176TH ST

POC
FOUND PK NAIL
IN CONC. IN MON CASE
N 1/4 CORNER 32-23-4



DETAIL
1"=50'

INTERLOCAL AGREEMENT
AREA 'B' (2,667 SQ.FT.)

**LAKE TO SOUND TRAIL
SEGMENT C,
CITY OF BURIEN
INTERLOCAL AGREEMENT
EXHIBIT 5 OF 5**

EXHIBIT B

LAKE TO SOUND TRAIL SEGMENT C Wetland Mitigation Maintenance Agreement

This Wetland Mitigation Maintenance Agreement (“Agreement”) is effective as of the ___ day of _____, 20___, and is made and executed by and between the City of Burien, a municipal corporation of the State of Washington (“Burien”) and King County, a political subdivision of the State of Washington (“County” or “County Parks”).

RECITALS

A. On _____, Burien and the County entered into an Interagency Agreement (“IA”) in which the County agreed to fund and construct a 2.2-mile segment of what will ultimately be the 16-mile Lake to Sound Trail. Part of the 2.2-mile segment is on property owned by Burien and is referred to as Segment C of the Lake to Sound Trail. Segment C extends from the intersection of Des Moines Memorial Drive and South Normandy in Burien to the Des Moines Creek Trailhead at South 200th Street in SeaTac. The portion of Segment C within the boundaries of Burien and subject to the IA is known as “the Project.” This Agreement is a part of that IA.

B. A portion of Segment C is within the boundaries of the following parcels: 3223049051, 3223049096; 3223049044 (“the Property”). Critical Areas Public Agency Exception Determination PLA20-2069; US Army Corps of Engineers Reference #NWS-2018-1080_DOT, Nation Wide Permit #14 for Lake to Sound Trail Segment C; JARPA; and a City of Burien Right of Way Use permit authorizes the development of Segment C of the Lake to Sound Trail, and requires as a condition of development that mitigation is performed on wetlands located on the Property (“Wetland Mitigation Maintenance”).

C. The approved mitigation plan pursuant to Critical Areas Public Agency Exception Determination PLA20-2069 and US Army Corps of Engineers Reference #NWS-2018-1080_DOT, Nation Wide Permit #14 for Lake to Sound Trail Segment C includes enhancement of approximately 0.09 acre of wetland buffer and 0.03 acre of wetland at the designated mitigation site described in the Mitigation Maintenance Plan attached hereto as Exhibit A. The County will conduct all required Wetland Mitigation Maintenance on the Property.

D. Burien agrees to grant the County access to the Property to conduct the Wetland Mitigation Maintenance.

E. This Agreement sets forth the duties and responsibilities of the Parties related to Wetland Mitigation Maintenance on the Property.

F. Mitigation Goal and Objectives

Burien —King County IA

Wetland Mitigation Maintenance Agreement Page 1 of 10

Goal: Enhance 0.09 acre of wetland buffer and 0.03 acre of stream buffer to native forested upland.

Achievement of this goal is expected to provide an increase in the production of organic matter by planting trees and shrubs in the enhanced wetland/stream buffer, increase fish and wildlife habitat, and improve biological diversity by planting with a variety of native wetland buffer and riparian plant species.

- **Objective 1:** Limit invasive non-native species at all mitigation site planting areas.

Years 1-2: The occurrence of noxious weeds, including Himalayan blackberry, cutleaf blackberry (*Rubus laciniatus*), Scotch broom (*Cytisus scoparius*), Canada thistle (*Cirsium arvense*), bull thistle (*Cirsium vulgare*), English ivy, holly, knotweed, and reed canarygrass (*Phalaris arundinacea*) will not exceed 10 percent areal cover in all planting areas.

Years 3-5: The occurrence of noxious weeds (as noted above) will not exceed 20 percent areal cover in all planting areas. Objective 2: Year 3 Native woody species will achieve a minimum of 35 percent areal cover in the enhanced wetland buffer and stream buffer areas.

Year 5 Native woody species will achieve a minimum of 60 percent areal cover in the enhanced wetland buffer and stream buffer areas.

- **Objective 2:** Re-establish native forested conditions in the enhanced buffer area.

Performance Standard:

Year 1: Survival of planted woody species in enhanced wetland area will be at least 80 percent.

Year 2: Native woody species will achieve a minimum of 15 percent areal cover in the enhanced wetland/stream buffer area. □

Year 3: Native woody species will achieve a minimum of 35 percent areal cover in the enhanced wetland/stream buffer area. □

Year 5: Native woody species will achieve a minimum of 60 percent areal cover in the enhanced wetland/stream buffer areas.

- **Objective 3:** Provide upland wildlife habitat.

Performance Standard:

Increase in areal cover of native woody species in the planted buffer, as measured in Objective 1 to be used as a surrogate to indicate increasing habitat functions.

- **Objective 4:** Protect the mitigation site from anthropogenic disturbance.

Performance Standard:

Years 1–5 Conduct yearly qualitative monitoring to assess the status of the sites during the five-year monitoring period for human disturbance, including but not limited to filling, trash, and vandalism.

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

AGREEMENT

The County shall conduct the following maintenance activities on the Property:

1. Maintenance Activities

A. Planting Areas

1. Weed Control

- a. County Parks will ensure the site is kept free of weeds and invasive vegetation. Aerial coverage of non-regulated weeds and invasive vegetation shall not exceed 20 percent. There shall be zero tolerance for Regulated Class A, B, or C weeds as described in the King County Noxious Weed List. They shall be removed immediately upon identification. Current weed lists can be obtained at the following link:

<http://www.kingcounty.gov/environment/animalsAndPlants/noxious-weeds.aspx>

- b. Mechanical means of removal (i.e., hand removal) and Integrated Pest Management (IPM) Best Management Practices shall be used as alternatives to chemical treatment of weeds whenever feasible. The County IPM plan is described at the following link:

<http://www.kingcounty.gov/environment/animals-and-plants/noxious-weeds/weed-control-practices/ipm.aspx>

- c. County Parks shall use chemical applications only as a last resort and only after other methods of weed control are proven ineffective. For protection of water quality, even when outside aquatic areas, only chemical products as defined by the Washington State Department of Ecology Aquatic Pesticide Permit may be used. The current list of products approved for use by the Washington State Department of Ecology are listed here:

<http://www.ecy.wa.gov/programs/wq/pesticides/regpesticides.html>

2. Plant Removal and Installation

Dead plants will be removed from sites and all debris removed from the property and managed in accordance with all local, state, and federal regulations. Except for specific noxious weed species for which disposal in a landfill is required, all vegetative matter shall be composted at a permitted compost facility. All dead and downed woody material will be left in place to provide microhabitats for wildlife.

New plants shall be installed as needed to meet the Performance Standard requirements above. All plants shall be sourced locally from growers within 100 miles of King County.

3. Pruning

Plantings sites with native shrubs and trees shall only be pruned if they encroach on adjacent private properties or right-of-way (i.e., roads or trails). Unless otherwise specified by Burien, native shrubs and trees adjacent to regional trails shall be maintained to keep a minimum five-foot clear zone from the edge of pavement. All debris from pruning shall be removed from the property at the end of each work day and disposed of offsite.

4. Watering

County Parks will be responsible for watering mitigation sites planted less than three years at least one time each month starting in May through October. County Parks will determine if additional water days are needed to maintain plant health.

The proposed watering design contains a mix of irrigated (larger more remote) and non-irrigated (close to trail, accessible by water truck) areas. Currently, there is no existing irrigation system located within the Project. The proposed plans show a temporary irrigation system for the larger, more remote areas. The areas that do not have a proposed temporary irrigation system (screen plantings easily accessible from the road) shall be watered using a water truck or similar technique. Access for vehicles and heavy equipment will be from the east side of Monster Road SW at the pullout north of the Black River or from Naches Ave SW.

When feasible County Parks will use reclaimed water for watering. Water will be acquired from the County Pumping Station located at 5500 Monster Road SW. After irrigation systems are installed, County Parks personnel will set clocks, adjust irrigation heads for maximum coverage, and adjust watering schedules for areas receiving too little or too much water.

5. Fertilizing

County Parks will avoid the use of chemical fertilizers if possible, and may elect to use either chemical or natural fertilizers to help enhance plant survivability. If fertilizers are used, natural time-release products are recommended.

County Parks will adhere to the following Washington Department of Ecology Best Management Practices for fertilizer use – <http://www.ecy.wa.gov/programs/wq/plants/algae/lakes/BestManagementPractices.html>:

- Test soil at mitigation areas to determine how much fertilizer to apply;
- Water mitigation areas after fertilizing, but do not allow excess water to run off into surface waters;
- Sweep up any excess fertilizer which is spilled on hard surfaces such as walks and driveways;
- Do not spread fertilizer within 75 feet of surface waters or wetlands;
- Use a "drop" spreader and not a "cyclone" spreader to reduce the chances of getting fertilizer in surface water.

6. Mulching

County may elect to apply mulch to the sites to minimize weeds and help retain moisture. KC County Parks will be responsible for the type and depth of mulch for each site, but desired depth is typically three to six inches.

7. Animal Protection

County may elect to apply animal repellent or install protective barriers around trees, shrubs, and other plants being browsed, grazed, or otherwise destroyed by animals such as deer, elk, or beaver. All protection methods used shall be in compliance with the Washington State Department of Fish and Wildlife guidelines. Some examples of acceptable methods include application of the repellent Plant-skydd® or installation of wire mesh fencing around the bases of trees. Current guidelines for various species can be found at the following link: <http://wdfw.wa.gov/living/mammals.html>.

B. Trash Removal and Debris Control

The Mitigation areas for which County Parks has responsibility shall be inspected during each visit to ensure that debris such as bottles, paper, cartons, and similar foreign matter are disposed of to keep the grounds in a neat appearing condition. Readily recyclable materials shall be recycled whenever possible. Except for specific noxious weed species for which disposal in a landfill is the required, all vegetative matter shall be composted at a permitted compost facility. All materials removed from sites shall be managed in accordance with all local, state, and federal regulations.

C. Insect and Disease Control

Burien—King County IA

Chemical treatments to control pests and disease shall be avoided if alternative maintenance activities can reduce pest populations. However, if such maintenance methods are not successful, County Parks may elect to use chemical treatments. Only chemical products defined by the Washington State Department of Ecology Aquatic Pesticide Permit shall be used and the County will review those products per the standards of its IPM standards.

D. Traffic Control

Maintenance activities shall be performed in ways that do not block the trail or otherwise disrupt bicyclists and other trail users. If maintenance activities are expected to result in partial trail blockages or disruptions, County Parks will seek to minimize the time of disruption and shall clearly delineate the area with traffic cones or other cautionary signage devices.

E. Inspections

After construction of mitigation areas is completed, an “as-built” mitigation report will be submitted to Burien within one month of installation. County Parks will perform post-construction monitoring of the mitigation areas for a five-year period using qualified biologists. County Parks will perform monitoring quarterly the first year and annually for subsequent years to ensure that the goals and objectives of the mitigation are being met.

County Parks will submit reports quarterly for the first year and annually for the next four (4) years following construction of the mitigation areas. County Parks will perform any subsequent reporting, if necessary, to document milestones, successes, problems and contingency actions of the compensatory mitigation. County Parks will send monitoring reports to the agency requiring monitoring reports by February 15 of the following year.

The Administrator of Burien’s Department of Community and Economic Development or designee has the authority to modify or extend the monitoring period and require additional monitoring reports for up to five additional years (for a total of 10 years) if the mitigation sites are not meeting performance standards. If such modifications or extensions are made, County Parks will implement contingency measures identified in Table 6-1 of Section 6.3 of the Lake to Sound Trail – Segment C Final Critical Area Study.

2. Access

A. In accordance with Section 3.1(c) of the IA, Burien hereby grants to the County and its employees, agents, representatives, invitees, consultants, contractor and subcontractors performing work on behalf of the County the non-exclusive right and license to enter onto the Property for the purpose of conducting the activities identified in Section 1. This right and license shall begin upon the effective date of this Agreement and continue until the end of the required monitoring period.

B. In the performance of the maintenance and monitoring activities listed in Section 1 above, the County is not required to provide notice or request permission from Burien for access unless these activities require trail closure, as described in Section 4.

C. Each Party shall coordinate and share with the other Party any locking devices on bollards, gates, and other features, such that each Party has access to perform its responsibilities pursuant to this Agreement.

D. The rights which Burien grants to the County under this Agreement are in the nature of revocable licenses for access and for the other purposes described herein. Nothing in this Agreement is intended to convey any right, title, or interest in the real property which is the subject of this Agreement, and nothing in this Agreement shall be construed to convey any such interest.

E. Vehicular and heavy equipment shall be limited to a point of access at the east side of Monster Road SW at the pullout north of the Black River or from Naches Ave. SW.

3. Contact Information

A. All correspondence related to this Agreement shall be through the following designated contacts. All communication regarding this Agreement shall reference the agreement name “Lake to Sound Trail Segment C – Wetland Mitigation Maintenance Agreement” and execution date.

King County and City of Burien formal point of contacts are as follows:

KING COUNTY: Colin Worsley
King County Parks
201 S. Jackson St. Suite 5702
Seattle, WA 98104
(206) 477-7963
Colin.Worsley@kingcounty.gov
KCParks.LegalNotices@kingcounty.gov

CITY OF BURIEN: Carolyn Hope, Director
Parks, Recreation and Cultural Services Department
Burien City Hall,
14700 6th Ave SW
Burien, WA 98116
CarolynH@BurienWA.gov

Inspections: Danial Robben, Senior Planner
Community and Economic Development Department
Burien City Hall,
14700 6th Ave SW

Burien, WA 98116
DanielR@BurienWA.gov

B. From time to time, contact information may change. Any change or update to contact information made a part of Section 3.A shall be provided to the other Party by electronic mail notification. The Party in receipt of the change will confirm receipt of the change by electronic mail back to the initiating Party.

4. Trail Closure or Significant Work

A. Should Segment C need to be closed temporarily for routine maintenance lasting less than a sixty minute period, no notification to the other Party is necessary. Should a longer closure of Segment C be necessary by either Party, advance written notification of seven calendar days shall be given to the other Party and a detour for public use will be implemented, if practicable. Closures requested by the County shall be subject to review and written or electronic concurrence by Burien. Closures requested by Burien shall be subject to County notification.

B. Burien reserves the right to close all or part of the Trail unilaterally should the Trail pose a threat to the traveling public. The County has the unilateral right to temporarily close all or part of the Trail to the public with subsequent notification to Burien if in the County's judgment trail conditions pose a potential hazard to the public.

5. Amendments

Modification of this Agreement may only be made by amendment or supplement as mutually agreed to in writing and signed by each Party.

IN WITNESS WHEREOF, Burien and the County have executed this Agreement on the date set forth above.

CITY OF BURIEN, a
A Washington State municipal corporation

By _____
Name: Sofia Aragon
Its: Mayor

ATTEST:

Heather Dumlao, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jimmy Matta is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF BURIEN, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

KING COUNTY, a
Political subdivision of the State of Washington

By _____
Name: Christie True
Its: Director, Department of Natural Resources and Parks

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

T 22N AND 23N, R 4E, W.M.

THE OVERALL GOAL OF THE MITIGATION IS TO REPLACE THE HABITATS AND FUNCTIONS THAT WILL BE LOST OR ALTERED AS A RESULT OF THE PROJECT. THE PROPOSED MITIGATION WOULD ACCOMPLISH THIS BY ENHANCING 1.26 ACRES OF WETLAND/STREAM BUFFER AT ONE MITIGATION SITE. SPECIFIC GOALS AND OBJECTIVES FORMULATED TO ACHIEVE THIS RESULT ARE PRESENTED BELOW.

THE MITIGATION GOALS:

- ENHANCE 1.16 ACRES OF WETLAND/STREAM BUFFER.
- ACHIEVE MOST OF THIS GOAL EXPECTED TO PROMISE AN INCREASE IN THE PRODUCTION OF ORGANIC MATTER BY PLANTING TREES AND SHRUBS IN THE ENHANCED WETLAND/STREAM BUFFER. INCREASE FISH AND WILDLIFE HABITAT AND IMPROVE BIOLOGICAL DIVERSITY BY PLANTING WITH A VARIETY OF NATIVE WETLAND BUFFER AND RIPARIAN PLANT SPECIES.

PLANT COMMUNITIES

OBJECTIVE 1: LIMIT INVASIVE NON-NATIVE SPECIES AT ALL MITIGATION SITE PLANTING AREAS.

- PERFORMANCE STANDARDS:
- YEARS 1-2 THE OCCURRENCE OF ROWAN WEEDS, INCLUDING: HIMALAYAN BLACKBERRY (RUBUS AMRINICOLA), CUTLEAF BLACKBERRY (RUBUS LACINIATUS), SCOTCH BROOM (CITRABUS SCOPARIUS), CANADA THISTLE (CIRSIIUM ARVENSE), BULL THISTLE (CIRSIIUM VULGARIS), ENGLISH WY (HEBERA HELIX), HOLLY (ILEX AQUIFOLIUM), INVOYED PONGRAFIA (RUBUS IOWA) AND OTHERS) AND NEED (RUBUS CROCEUS) (RUBUS BRUNNABACH) WILL NOT EXCEED 30 PERCENT AREAL COVER IN ALL PLANTING AREAS.
 - YEARS 3-9 THE OCCURRENCE OF ROWAN WEEDS (AS NOTED ABOVE) WILL NOT EXCEED 20 PERCENT AREAL COVER IN ALL PLANTING AREAS.

OBJECTIVE 2: RE-ESTABLISH NATIVE FORESTED CONDITIONS IN THE ENHANCED BUFFER AREA.

- PERFORMANCE STANDARDS:
- YEAR 1 SURVIVAL OF PLANTED WOODY SPECIES IN ENHANCED WETLAND AREA WILL BE AT LEAST 90 PERCENT.
 - YEAR 2 NATIVE WOODY SPECIES WILL ACHIEVE A MINIMUM OF 15 PERCENT AREAL COVER IN THE ENHANCED WETLAND/STREAM BUFFER AREA.
 - YEAR 3 NATIVE WOODY SPECIES WILL ACHIEVE A MINIMUM OF 35 PERCENT AREAL COVER IN THE ENHANCED WETLAND/STREAM BUFFER AREA.
 - YEARS 4, NATIVE WOODY SPECIES WILL ACHIEVE A MINIMUM OF 60 PERCENT AREAL COVER IN THE ENHANCED WETLAND/STREAM BUFFER AREAS.

WILDLIFE HABITAT

OBJECTIVE 3: PROVIDE WILDLIFE HABITAT.

- PERFORMANCE STANDARDS:
- INCREASE IN AREAL COVER OF NATIVE SPECIES IN THE ENHANCED BUFFERS, AS MEASURED IN OBJECTIVES 1 AND 2 TO BE USED AS A SURROGATE TO INDICATE INCREASING HABITAT FUNCTIONS.

ANTHROPOGENIC DISTURBANCE

OBJECTIVE 4: PROTECT THE MITIGATION SITES FROM ANTHROPOGENIC DISTURBANCE.

- PERFORMANCE STANDARDS:
- YEARS 1-5 CONDUCT YEARLY QUANTITATIVE MONITORING TO ASSESS THE STATUS OF THE SITE DURING THE 5-YEAR MONITORING PERIOD FOR HUMAN DISTURBANCE, INCLUDING BUT NOT LIMITED TO FILING, TRASH, AND ANIMALS.
 - THE MITIGATION SITE WOULD BE MONITORED DURING AND AFTER CONSTRUCTION. DURING CONSTRUCTION, MONITORING WOULD BE PERFORMED ANNUALLY TO ENSURE THAT GOALS AND OBJECTIVES OF THE MITIGATION ARE BEING MET. MONITORING OF THE MITIGATION SITE WOULD BE PERFORMED OVER A 5-YEAR PERIOD BY QUALIFIED BIOLOGISTS. A COMBINATION OF QUALITATIVE AND QUANTITATIVE MONITORING ACTIVITIES WOULD BE USED TO ASSESS THE MANAGEMENT OBJECTIVES AND ASSOCIATED PERFORMANCE STANDARDS DESCRIBED IN THIS MITIGATION PROPOSAL. ACTIVITIES WOULD INCLUDE SITE VISITS TO MONITOR NATURAL SITE DISTURBANCE, PHOTOGRAPHS TO DOCUMENT SITE DEVELOPMENT, AND DATA COLLECTION FOR THE QUANTITATIVE EVALUATION OF PERFORMANCE STANDARDS. THE RESULTS OF THE MONITORING WILL BE SUBMITTED TO THE CITIES ANNUALLY.

AFTER CONSTRUCTION IS COMPLETED, AN "AS-BUILT" MITIGATION REPORT WOULD BE SUBMITTED TO THE CITIES. THIS REPORT WOULD BE PERFORMED ANNUALLY TO ENSURE THAT GOALS AND OBJECTIVES OF THE MITIGATION ARE BEING MET. MONITORING OF THE MITIGATION SITE WOULD BE PERFORMED OVER A 5-YEAR PERIOD BY QUALIFIED BIOLOGISTS. A COMBINATION OF QUALITATIVE AND QUANTITATIVE MONITORING ACTIVITIES WOULD BE USED TO ASSESS THE MANAGEMENT OBJECTIVES AND ASSOCIATED PERFORMANCE STANDARDS DESCRIBED IN THIS MITIGATION PROPOSAL. ACTIVITIES WOULD INCLUDE SITE VISITS TO MONITOR NATURAL SITE DISTURBANCE, PHOTOGRAPHS TO DOCUMENT SITE DEVELOPMENT, AND DATA COLLECTION FOR THE QUANTITATIVE EVALUATION OF PERFORMANCE STANDARDS. THE RESULTS OF THE MONITORING WILL BE SUBMITTED TO THE CITIES ANNUALLY.

APPROPRIATE CONTINGENCY MEASURES WILL BE DEVELOPED, AS NEEDED, BY A QUALIFIED PROFESSIONAL TO ENSURE THAT THE SITES DEVELOP HEALTHY VEGETATION THAT MEETS THE OBLIGATIONS DESCRIBED IN THIS MITIGATION PLAN AND THE ASSOCIATED PERMITS.

THE FOLLOWING BULLETED ITEMS DESCRIBE THE METHODS TO BE USED FOR THE QUANTITATIVE MONITORING, MONITORING SCHEDULE, AND REPORT DEADLINES.

THE MITIGATION SITES WILL BE ASSESSED BY AN APPROPRIATE QUANTITATIVE VEGETATION COVER (PERCENT AREAL COVER) MONITORING METHOD. THIS METHOD WILL BE USED FOR DETERMINING PERCENT AREAL COVER FOR WOODY AND INVASIVE SPECIES.

QUANTITATIVE VEGETATION ASSESSMENTS WILL FOLLOW THE SAME METHOD IN EACH CONSECUTIVE MONITORING YEAR.

QUANTITATIVE VEGETATION ASSESSMENTS WILL BE PERFORMED BETWEEN JUNE 15 AND SEPTEMBER 15 OF EACH MONITORING YEAR.

MONITORING REPORTS WILL BE SENT TO AGENCIES REQUIRING MONITORING REPORTS BY FEBRUARY 15 OF THE FOLLOWING YEAR.

QUANTITATIVE MONITORING WILL INCLUDE PHOTOGRAPHIC DOCUMENTATION OF THE SITES FROM PERMANENT PHOTOGRAPH STATIONS.

QUALITATIVE ASSESSMENT WILL BE PERFORMED YEARLY TO VISUALLY ASSESS THE HEALTH OF PLANTS AND IDENTIFY AREAS THAT MAY NEED CONTROL OF NON-NATIVE INVASIVE SPECIES OR OTHER MAINTENANCE ACTIVITIES.

THE PROPOSED MITIGATION IS INTENDED TO ACHIEVE THE PERFORMANCE STANDARDS WITH MINIMAL ONGOING MAINTENANCE. PLANTED VEGETATION SPECIES SHOULD BE ADAPTED TO VARYING SITE CONDITIONS IN THE PUGET SOUND LOWLANDS. HOWEVER, SUPPLEMENTAL IRRIGATION MIGHT BE NEEDED DURING THE FIRST TWO GROWING SEASONS AFTER INSTALLATION. TO ENSURE THE LONG-TERM SURVIVAL OF THE PLANTS, THE IRRIGATION WOULD BE EVALUATED BASED ON THE CONDITIONS OBSERVED DURING THE ESTABLISHMENT PERIOD.

TO ENSURE RAPID ESTABLISHMENT OF THE PLANT COMMUNITY, TREES AND SHRUBS WOULD BE PLANTED TOGETHER WITH WOODY SPECIES. PLANTS IN NATURAL PIONEER STANDS, SOME PLANTED TOGETHER WITH WOODY SPECIES, WOULD BE REPLACED WITH NATIVE SPECIES. DOWNED WOODY MATERIALS WOULD BE LEFT IN PLACE TO PROVIDE NICHES AND HABITATS FOR WILDLIFE PLANTS WOULD BE REPLACED AS NEEDED TO MEET PERFORMANCE STANDARDS.

MAINTENANCE TO CONTROL INVASIVE SPECIES IN THE MITIGATION SITES MAY BE NECESSARY. DURING ESTABLISHMENT OF DESIRABLE NATIVE PLANTS, MEASURES WOULD BE IMPLEMENTED TO CONTROL INVASIVE SPECIES. CONTROL MEASURES WOULD FIRST INCLUDE HAND CUTTING AND/OR GRUBBING AND REMOVAL. IF THIS FAILS, AN ENVIRONMENTALLY SENSITIVE HERBICIDE (RODOD OR EQUIVALENT) MAY BE APPLIED.

IF MONITORING INDICATES THAT THE SITES ARE NOT MEETING PERFORMANCE STANDARDS, ADDITIONAL MEASURES WOULD BE IMPLEMENTED FOR YEARS 2-3. SITE CONDITIONS WOULD BE EVALUATED TO DETERMINE THE CAUSE OF THE PROBLEM AND THE MOST APPROPRIATE COUNTERMEASURE.

INFORMATION FROM THE ANNUAL MONITORING PROGRAM WILL BE USED TO IDENTIFY ANY MAINTENANCE AND/OR CORRECTIVE MEASURES THAT ARE NEEDED IN ORDER TO MEET PERFORMANCE STANDARDS. THIS INFORMATION WILL DETERMINE THE CAUSE OF THE PROBLEM AND IMPLEMENT PROPER

MAINTENANCE OR CORRECTIVE ACTIVITIES. THESE ACTIVITIES WILL BE DISCUSSED IN THE ANNUAL MONITORING REPORT.

TABLE 2-1. CONTINGENCY MEASURES FOR THE MITIGATION SITES

PROBLEM	CONTINGENCY MEASURE
LESS THAN 80% OF PLANTED WOODY SPECIES SURVIVE IN YEAR 1	BID COUNTY BIOLOGISTS OR OTHER QUALIFIED PERSONNEL WOULD ASSESS THE SITE TO DETERMINE THE CAUSE OF THE PROBLEM. APPROPRIATE MEASURES WOULD BE TAKEN TO CORRECT ANY CONDITIONS THAT ARE LIMITING GROWTH. MOST PLANTS WOULD BE REPLACED WITH APPROPRIATE NATIVE SPECIES UNLESS VOLUNTEERING AT A RATE SUFFICIENT TO REPLACE THEM. ADDITIONAL MEASURES (SUCH AS PROVIDING ADDITIONAL PROTECTION) WOULD BE USED IF NECESSARY. THE USE OF AN HERBICIDE (RODODENT PLANT-KILLER OR EQUIVALENT).
PERCENT COVER FOR WOODY SPECIES NOT MET IN YEAR 3 OR 5	BID COUNTY BIOLOGISTS OR OTHER QUALIFIED PERSONNEL WOULD ASSESS THE SITES TO DETERMINE WHAT CONDITIONS ARE LIMITING GROWTH. APPROPRIATE MEASURES WOULD BE TAKEN TO CORRECT ANY CONDITIONS THAT ARE LIMITING GROWTH.
INVASIVE SPECIES EXCEED PERCENT COVER PERFORMANCE STANDARDS NOT MET AT YEARS 1, 3, 5, OR 9	IMPLEMENT/REVISE INVASIVE SPECIES CONTROL MEASURES. BID COUNTY BIOLOGISTS OR OTHER QUALIFIED PERSONNEL WOULD ASSESS THE SITE TO DETERMINE WHAT CONDITIONS ARE LIMITING GROWTH. APPROPRIATE MEASURES WOULD BE TAKEN TO CORRECT ANY CONDITIONS THAT ARE LIMITING GROWTH. CONTINUE THE MONITORING REGIME FOR AN ADDITIONAL YEAR. THE SITES WOULD CONTINUE TO BE EVALUATED EVERY YEAR UNTIL THEY MEET THE STATED PERFORMANCE OBJECTIVES. OTHER CONTINGENCY MEASURES MAY BE IMPLEMENTED DURING THIS PERIOD.

NOTE: THE CONTRACTOR IS RESPONSIBLE FOR THE FIRST YEAR PLAN ESTABLISHMENT AND OTHER NECESSARY MAINTENANCE FOR WOODY SPECIES. AFTER THE FIRST YEAR THE COUNTY WILL MAKE DECISIONS TO DETERMINE THE PERFORMANCE MEASURES AND THE ANNUAL MONITORING PROGRAM DESCRIBED ON THIS PLAN SHEET.

ONE INCH AT FULL SCALE, UNLESS OTHERWISE NOTED
FILE NAME: 20210515192321210M-01
DATE: 20210515 10:51:21 AM
SCALE: 1/8" = 1'-0" / 1" = 12'-0"
DATE: APRIL 2021



Parametrix
 ENVIRONMENTAL SCIENCE & TECHNOLOGY
 719 2ND AVENUE, SUITE 200 | SEATTLE, WA 98104
 P: 206.465.1100
 WWW.PARAMETRIX.COM

PROJECT NAME
 LAKE TO SOUND TRAIL
 SEGMENT C - SEATAC
 FROM S 200TH ST TO 8TH AVE S / DES MOINES
 MEMORIAL DRIVE INTERSECTION

MITIGATION NOTES

SHEET NO.
126 OF 126
MP3

Return Address:
City of Burien
City Clerk
400 SW 152nd Street Suite 300
Burien, WA 98166

EXHIBIT C
Form of Bill of Sale

LAKE TO SOUND TRAIL SEGMENT C
QUIT CLAIM BILL OF SALE

Grantor: King County, a political subdivision of the State of Washington

Grantee: The City of Burien, a municipal corporation of the State of Washington

Legal Description (abbr.): As described in exhibits A.

Assessor's Tax Parcel No.: 3223049141, 3223049096, 3223049288, 3223049098, 3223049219, 3223049196, 3223049051, 3223049044

This Quit Claim Bill of Sale is made this ___ day of _____, 20__ between King County a political subdivision of the State of Washington (Grantor) and the City of Burien, a municipal corporation of the State of Washington ("Grantee"), collectively referred to as the "Parties."

WITNESSETH:

On _____, the City and the County entered into an Interagency Agreement in which the County agreed to fund and construct a portion of what is known as Segment C of the Lake to Sound Trail. Segment C extends 2.2 miles connecting the south terminus of Segment B to the Des Moines Creek Trail at South 200th Street, generally following the SR 509 Completion Project alignment. This segment utilizes SR 509 right of way and the Easement Areas on private properties.

The portion of Segment C within the City of Burien ("the Project") will be located substantially within the street right of way for Des Moines Memorial Drive, 18th Avenue South and South 196th Street ("Burien Property"). Segment C will also be located on easements crossing thirteen private parcels ("Easement Areas") and an off-site mitigation area in Des Moines Creek Park.

B The Interagency Agreement provides that, after construction of the Project by the County, the County will transfer to Burien ownership of the Project improvements located on or within real property within the right of way of Des Moines Memorial Drive, 18th Avenue South, and South 196th Street (“Right of Way Property”), legally described in **Exhibit A** and depicted in figures shown in **Exhibit B** attached hereto and incorporated herein by reference.

C All of the conditions and circumstances set forth in the Interagency Agreement for transfer of ownership of the Project improvements have been met.

NOW THEREFORE, in consideration of the mutual covenants between the Parties recited herein, the receipt and adequacy of which is hereby acknowledged, Grantor hereby absolutely and unconditionally quitclaims, grants, sells, transfers, releases, confirms, and delivers to Grantee, all of Grantor’s right, title, and interest in and to any and all Project improvements, fixtures, equipment, furnishings, and other tangible property owned by Grantor and located on the property described in **Exhibits A** , including, but not limited to the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage, striping, electrical components, fencing, lighting, base materials, piles, boardwalks, bollards, markers, driveways, covers, frames, railings, retaining walls, rebar, wire fabric, and landscaping (“Improvements”);

The Grantor and Grantee agree that the transfer and sale of the Improvements is as is where is and that the Grantor makes no warranty nor representation, express or implied, regarding the fitness, quality, design, condition, capacity, suitability, or performance of the Improvements.

Dated this ___ day of _____, 20__.

GRANTOR: KING COUNTY

GRANTEE: CITY OF BURIEN

BY: _____
Christie True
Its Department of Natural Resources and
Parks Director

BY: _____
Sofia Aragon
Its Mayor

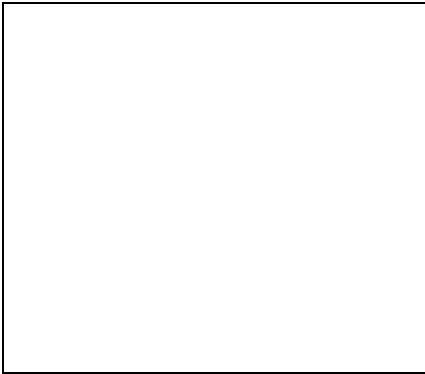
ATTEST:

Heather Dumlao, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed this ____ day of _____, 20__.



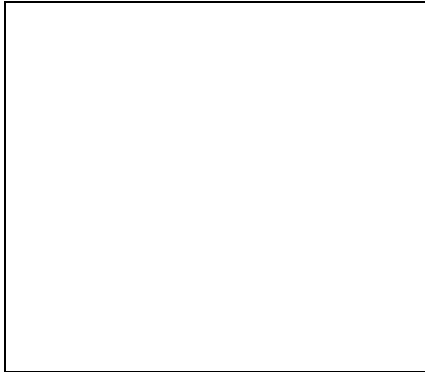
Printed Name _____
Notary Public in and for the State of Washington
Residing at _____
(City, State)
My commission expires _____

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jimmy Matta is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF BURIEN, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed this ____ day of _____,
20__.



Printed Name _____
Notary Public in and for the State of Washington
Residing at _____
 (City, State)
My commission expires _____

(Use this space for notarial stamp/seal)

EXHIBIT D

Recording Requested By And
When Recorded Mail To:

City of Burien
City Clerk's Office/Parks Dept.
400 SW 152nd St.
Burien, WA 98166

**ASSIGNMENT OF DEED OF PERMANENT NON-MOTORIZED TRAIL
EASEMENT AND DEED OF TEMPORARY CONSTRUCTION EASEMENT**

Reference Number(s) of Documents assigned or released: 0200512000430

Grantor(s): King County, a political subdivision of the State of Washington

Grantee(s): City of Burien, a municipal corporation of the State of Washington

Abbreviated Legal: Portion of the NW4 of the NW4 of Sec. 32, T24N, R4E, W.M.

Assessor's Tax Parcel ID#: 3223049044; 9051; and 9096

Legal Description: As described in Exhibit A

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, King County, a political subdivision of the State of Washington, ("Grantor"), hereby assigns and quitclaims to the City of Burien, a municipal corporation of the State of Washington ("Grantee"), all of Grantor's rights, title, and interest to the Deed of Permanent Non-Motorized Trail Easement and Deed of Temporary Construction Easement ("Easement") (attached hereto as Exhibit A, which is incorporated herein by this reference).

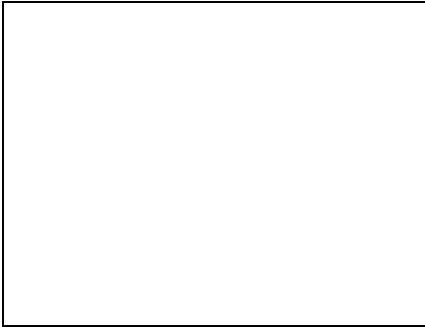
By accepting assignment of this Easement, Grantee accepts all improvements constructed by Grantor on or within the Property ("Improvements") as is where is; agrees that the Grantor makes no warranty nor representation, express or implied, regarding the fitness, quality, design, condition, capacity, suitability, or performance of the Improvements; is not responsible for any maintenance, repairs, service, or defect in the Improvements or the operation and use of the Improvements; and releases Grantor from any and all conditions of said Easement.

Burien—King County IA
Exhibit D

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed this ____ day of _____, 20__.



(Use this space for notarial stamp/seal)

Printed Name _____
Notary Public in and for the State of Washington
Residing at _____
(City, State)
My commission expires _____

Exhibit E
(Proposed Form for Future Use)

CITY OF BURIEN, WASHINGTON

TYPE F PERMIT
BMC 12.18.030(6)

This Type F Permit shall also be denominated a Lease and Indemnity Agreement (hereafter “Agreement”). This Agreement is granted under the authority of Burien Municipal Code subsection 12.18.030(6), “Type F Permits – Facilities Lease or Franchise” for the long-term use of public street right-of-way located at _____ in Burien, Washington. Parties to this Agreement are Lessee, described below, and the City of Burien (hereafter “the City”).

I. RECITALS

A. [NAMES] (hereafter “Lessees”) are the legal owners of real property located at _____ (hereafter the “Property”).

B. Located on and within the public street right-of-way at _____ in Burien, Washington and adjacent to the Property is a [garage, driveway, retaining wall, carport, landscaping, etc.], (hereafter “Encroachment.”)

C. Consistent with its police powers granted under the Washington State Constitution, Art. XI, the City of Burien possesses the authority to regulate its public street rights-of-way and to generally provide for the public health, safety, and welfare. Accordingly, the City of Burien has the legal authority to abate any Encroachments in its public street rights-of-ways under the Constitution, under RCW Chapter 7.48, Washington case law, and the Burien Municipal Code.

D. While the City of Burien, as of the date of execution of this Agreement, does not contemplate undertaking in the immediate future a road construction or repair project upon and along the right-of-way located on _____ in Burien, Washington, the City will, in the future, require full use of its public street right-of-way upon which the Encroachment is located in order to conduct such a road construction or repair project.

E. Under Washington law, municipalities may impose fees or charges for encroachments onto rights-of-way in lieu of requiring removal of the Encroachment(s).

F. Lessee and the City desire to enter into this Agreement to allow the Encroachment to remain in the public street right-of-way at _____ in Burien, Washington, subject to the termination clause herein, to provide the Lessee some degree of certainty that the City will not require the immediate removal of the Encroachment, except as set forth under the terms of

this Agreement, and to formalize the parties' agreement that the City will be remunerated for Lessee's use and obstruction of the public street right-of-way;

NOW THEREFORE, incorporating the recitals above, the parties agree as follows:

II. LEASE AND INDEMNITY AGREEMENT

A. In exchange for and in consideration of the City's permission for the Encroachment to remain on the public street right-of-way at _____ in Burien, Washington, Lessee agrees to pay the City \$ _____ per year due no later than _____, 20__ and on _____ of each successive year for the term of this Agreement. Failure to remit payment within fourteen (14) calendar days of the date due shall render this Agreement null and void and require the complete removal of the Encroachment from the public street right-of-way as provided in Section F below.

B. The term of this Agreement shall be for ten (10) years, beginning on _____, and continuing until _____ 20__. This Agreement shall be recorded on the Property by filing this Agreement with the King County Assessor's Office.

C. Lessee agrees that the Encroachment described herein does not contain violations of the Burien Municipal Code, the International Building, Fire, Electrical, or Plumbing Codes (hereafter, "the Codes"). If the Encroachment violate the Codes, Burien will allow Lessee a reasonable amount of time to correct the violations. Lessee's failure to correct the violations within the time frame required by Burien shall render this Agreement null and void and require the complete removal of the Encroachment from the public street right-of-way as provided in Section F below.

D. Lessee agrees to indemnify and hold harmless Burien and its agents, boards, commissions, council, counsel, directors, employees, officials, and representatives from any and all claims, causes of action, or lawsuits, including but not limited to all attorneys' fees, court costs, and expenses arising out of, or resulting from the Encroachment located at _____, or Burien's removal of the Encroachment in Burien, Washington, whether such causes of action, claims, damages, lawsuits, losses, harm, or injury are brought by Lessee or by third persons.

E. Burien may terminate this Agreement by providing Lessee with written notice of termination no less than one hundred and eighty (180) calendar days before the effective date of the termination. Should Burien provide written notice of termination pursuant to this paragraph, Lessee agrees to remove and to be solely responsible for such removal of the Encroachment from the public street right-of-way located at _____ prior to the effective date of the termination.

F. Lessee's failure to remove the Encroachment upon request consistent with this paragraph shall result in Burien exercising its right and authority to remove the obstruction at the Lessee's expense and for the Lessee being responsible for all costs damage, expenses, fees, and repairs that result from Burien having to remove the obstruction(s). If Lessee has made payment for that year during which

