

License to Access Site
(Friendly Village)

License Agreement dated June 26th, 2019 between Adopt A Stream Foundation ("Licensee") and King County Housing Authority, a public body corporate and politic formed under Washington State law ("Licensor"):

Parties: Licensor owns a manufactured home park at 18425 NE 95th Street, Redmond, WA adjoining Bear Creek ("Licensor Property"). Licensee desires to implement stream restoration as specified by the Chinook Engineering plans titled "Bear Creek Reach 6 Restoration Phase 2 SRFB #15-1059" on 18425 NE 95th St Redmond, WA 98052. Licensee will retain contractors to perform the Work (as defined below) on the _____ Property.

Background: Licensee has requested that Licensor grant temporary access to Licensee and its contractors over a portion of Licensor Property marked on Exhibit A ("Access Route") to permit performance of the Work, and Licensor is prepared to permit such access upon the terms and conditions of this Agreement.

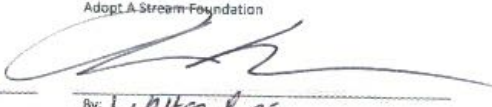
Agreements: In consideration of the mutual agreements set forth herein, the parties agree as follows:

1. Temporary Access. Licensor grants to Licensee a temporary license over the Access Route between the hours of 8am and 5pm and between the dates of June 26th 2019 and June 30th 2021 to implement stream restoration as specified by the Chinook Engineering plans titled "Bear Creek Reach 6 Restoration Phase 2 SRFB #15-1059" at 18425 NE 95th St Redmond. This License shall automatically terminate June 30th 2021 unless extended in writing.
2. Work Completion. Prior to License termination, Licensee will complete the Work and repair any damage to Licensor Property caused by the Work, restoring Licensor Property to its condition prior to commencement of the Work at no cost to Licensor. Licensee will comply with all applicable federal, state and local laws, codes and regulations in performing any such repair or restoration.
3. Insurance. For the duration of this License, Licensee shall cause insurance to be maintained on an occurrence basis against claims for injuries to persons or damage to property arising from the acts or omissions of Licensee, its employees, contractors, agents or others acting on behalf of it in connection with this Agreement. Such insurance shall include commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, shall be with insurers holding a Best rating of not less than A-:VII, shall be endorsed to include Licensor as an Additional Insured and shall be primary insurance as respects Licensor. Licensee will provide Licensor with a certificate evidencing such insurance prior to commencing Work.
4. Indemnity. Licensor and its agents shall not be liable for any injury or damage to persons or property sustained by Licensee or any other person or entity in connection with the exercise of any rights under this Agreement. Licensee shall indemnify, defend and hold Licensor, its officials, officers, employees, tenants, volunteers, and agents harmless from all loss, liability, claim, action, cost or expense arising or resulting from all acts or omissions of Licensee, its contractors, employees, agents, volunteers or others acting on Licensee's behalf in connection with this Agreement, unless caused by Licensor's gross negligence or willful misconduct. The terms of this paragraph shall survive termination of this Agreement. FURTHERMORE, Licensee acknowledges that the foregoing indemnities are specifically and expressly intended to constitute waiver of the immunity under Washington's Industrial Act, RCW Title 51 of Licensee, and that this waiver has been specifically negotiated and agreed upon by the parties.
5. Hazardous Material. Licensee shall not allow onto Licensor Property any substances designated as, or containing components designated as, hazardous, dangerous, toxic or harmful and/or subject to regulation under any federal, state or local law, regulation or ordinance ("Hazardous Substances"). Licensee shall be fully liable to Licensor for any cleanup costs and expenses and other charges, fees, fines, penalties or costs imposed with respect to the use, transport, generation or disposal of Hazardous Substances in or about Licensor Property by Licensee or others acting on Licensee's behalf.
6. Miscellaneous. This Agreement benefits and binds the parties and their respective successors and assigns. This Agreement shall not be construed to create a partnership or joint enterprise between the Licensor and Licensee. This is the entire agreement between the parties and any changes must be made in writing and signed by both parties. Any delay or omission by Licensor in exercising a right accruing upon a default by Licensee shall not impair Licensor's subsequent rights hereunder and shall not be construed as a waiver by Licensor thereof.

LICENSOR:
KING COUNTY HOUSING AUTHORITY

LICENSEE:
Adopt A Stream Foundation

By: 
Wen Xu, Director of Asset Management
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Phone: (206) 574-1100

By: 
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