

Rental Agreement No. AA-1-13208
Inventory Control No. 1-17-08326

AIRSPACE LEASE
by and between
Washington State Department of Transportation
And
King County

SR 520 Inline Stations at:
Evergreen Point Road Transit Station and Clyde Hill/Yarrow Point Transit Station AKA 92nd
Avenue NE Transit Station

AIRSPACE LEASE

This AIRSPACE LEASE (**Lease**) is made this _____ day of _____, 2014, between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (**WSDOT**), a department of the State of Washington established under Title 47 RCW, acting in the capacity of landlord, and KING COUNTY, a home rule charter county and political subdivision of the State of Washington (**TENANT**). Together, WSDOT and TENANT are sometimes referred to herein as the **Parties** or individually as a **Party**.

RECITALS

A. WSDOT has designed and is constructing improvements, known as the SR 520 Bridge Replacement and HOV Program, to enhance safety by replacing the aging SR 520 floating bridge and improve mobility in the region with transit and roadway improvements. (**Program**)

B. The Program consists of several projects, including the SR 520 – Medina to SR 202: Eastside Transit and HOV Project that will provide transit service and mobility improvements (**Project**).

C. WSDOT owns that certain real property depicted with shading on **Exhibit A**, page 1 of 14, SR 520 Medina to SR 405 Vicinity, Eastside Transit and HOV Vicinity Map that was acquired with motor vehicle funds for State Route 520 Lake Washington to SR 405 Vicinity, Right of Way and Limited Access Plan, a limited access facility for the Project. A copy of **Exhibit A** is attached hereto and by this reference incorporated into this Lease.

D. TENANT provides regional public transportation within the Seattle-King County metropolitan area, and has adopted a comprehensive plan to provide mass transit for said

metropolitan area, which includes providing transit services on SR 520 at Evergreen Point Road Transit Station in the vicinity of Evergreen Point Road and Clyde Hill/Yarrow Point Transit Station in the vicinity of 92nd Avenue NE.

E. TENANT is the legal successor in interest to the Metropolitan Municipal Corporation of Seattle (**Metro**), which was authorized by public vote to perform the metropolitan transportation function as authorized in Chapter 35.58 RCW, and as such TENANT uses local, state and federal funds to own, operate and maintain public transit vehicles, equipment and improvements such as buses, vans, non-revenue support vehicles, communications equipment, bus shelter(s), and highway flyer stops all of which provide a valuable public transportation improvement and service (collectively, **Transit Uses**). Such Transit Uses further include but are not limited to bus-to-bus transfers and necessary maintenance and security activities.

F. WSDOT is the legal successor in interest to the State of Washington, Washington State Highway Commission (WSDOT), pursuant to RCW 47.04.015 and TENANT is the legal successor in interest to Municipality of Metropolitan Seattle pursuant to Chapter 36.56 RCW, King County Ordinance 10530, and other authorities.

G. Under various agreements entered into in the 1970's, WSDOT constructed flyer stops, and TENANT constructed and installed public transit bus shelter(s) and their appurtenances at designated locations on the SR 520 right of way for the purpose of allowing passengers to board or leave TENANT-operated buses at the flyer stops. Two such stops (**Original Stop(s)**) are located in close proximity to the Inline Transit Stations (defined below). The Original Stops have been in daily service for more than 20 years.

H. WSDOT and TENANT (by each of its predecessors) entered into a Memorandum of Understanding on May 21, 1974 for the design, construction, development and maintenance of Metro flyer facilities adjacent to SR 520, a copy of which is attached hereto as **Exhibit B**.

I. WSDOT and TENANT (by each of its predecessors) entered into Agreement GC 4688 on August 23, 1977, amended on May 30, 1978 by Supplement No.1 whereby the State and Metro participated in the planning, payment for and development of one of the Original Stops at Yarrow Point and Clyde Hill at 92nd Ave. N.E. and the State constructed such Original Stop. A copy of Agreement GC 4688 and Supplement #1 is attached hereto as **Exhibit C**. On August 23, 1977 the Parties did enter into Agreement GC 4687 to allocate maintenance responsibilities amongst themselves. A copy of Agreement GC 4687 is attached hereto as **Exhibit D**.

J. WSDOT and TENANT entered into Agreement GM 989 on March 15, 1979, amended by Amendment No. 1 dated May 1, 1979, whereby WSDOT constructed another one of the flyer stops of the Original Stops at 76th Ave. – N.E. 84th Ave. on SR 520 in the vicinity of Evergreen Point Rd., TENANT constructed the bus shelters and appurtenances for such Original

Stop and the Parties allocated maintenance responsibilities amongst themselves. A copy of Agreement GM 989 and Amendment No. 1 is attached hereto as **Exhibit E**.

K. WSDOT's construction of the Project has displaced the Original Stops on SR 520 at 92 Ave. N.E., and at 76th Ave. – N.E. 84th Ave. in the vicinity of Evergreen Point Road.

L. WSDOT and TENANT entered into a Cooperative Agreement for Design and Construction of the Project on September 6, 2012 (GCA 6531), a copy of which is attached hereto as **Exhibit F** and by this reference incorporated herein. Under GCA 6531 WSDOT will replace the existing Original Stops impacted by the Project with two (2) new inline facilities suitable for use as freeway transit stations, related infrastructure and improvements to be located at Evergreen Point Road to be known as the Evergreen Point Road Transit Station and at 92nd Avenue NE to be known as the Clyde Hill/Yarrow Point Transit Station, also known as the 92nd Ave. NE Transit Station both in King County, Washington (**Inline Transit Stations** or **Premises**).

M. WSDOT and TENANT entered into a Cooperative Agreement for the King County Project Coordinator and Technical Reviewers for the Project (GCA 6532), a copy of which is attached hereto as **Exhibit G** and by this reference incorporated into this Lease. Under GCA 6532 WSDOT and TENANT agreed to coordinate review of design and construction of the Project including the Inline Transit Stations.

N. The Premises are collectively shown hachured on **Exhibit A**, pages 2-4 and 9-10.

O. The Inline Transit Stations, a depiction of which is attached hereto as **Exhibit H**, and by this reference incorporated herein (**SR 520 Lid**), are a part of the Project defined above each located within a lidded portion of the larger Project.

P. TENANT desires to lease a portion of the SR 520 right of way that includes transit facilities and the Inline Transit Station improvements for the purpose of operating and maintaining the Inline Transit Stations.

Q. TENANT desires to continue the public transportation services previously provided at the Original Stops displaced by the **Project** and also to operate and maintain those portions of the Inline Transit Stations necessary to serve TENANT's customers and to support TENANT's public transportation function, all as described more fully herein.

R. The Parties have determined that WSDOT will perform certain maintenance work as set forth in **Exhibit I**, Maintenance Responsibilities Matrix, for which TENANT will reimburse WSDOT.

S. The Parties desire to develop a process for TENANT to reimburse WSDOT for such maintenance work, and for the Parties to reimburse each other for any other costs that a Party is required to reimburse under the Lease

T. WSDOT has determined that the Premises are not presently needed for highway purposes and TENANT's use of the Premises is compatible with WSDOT's highway operation, safety and maintenance activities in, on, and along SR 520.

U. WSDOT is granted authority to lease real property under RCW 47.12.120.

V. TENANT is authorized to enter into this Lease pursuant to Chapter 36.56 RCW and Sections 2.16.140.C and 4.56.186 of the King County Code, and other authorities.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PREMISES.

A. Effective as of the Commencement Date (as defined in Section 3.A of this Lease), WSDOT hereby authorizes TENANT to use the Premises for TENANT's public transportation purposes and specifically for Transit Uses and related transit purposes.

B. WSDOT does hereby lease to the TENANT and the TENANT does hereby lease from WSDOT, the Premises, which contains WSDOT owned improvements designed and constructed by WSDOT and located within and considered part of the Premises such as inline facilities suitable for use as bus stations and associated elevators, stairs, sidewalks, platforms, canopies and crash barriers and associated improvements (collectively referred to as Improvements). Excluded from those Improvements are items of TENANT'S Personal Property specifically identified and noted as "N.I.C." which means "Not in Contract", on **Exhibit A**, pages 5-8 and 11-14 and the following: ticket vending machine, ORCA reader(s), Mesh Technology FACP reporting equipment (wireless fire detection system), County flag pole and flag, leaning rails, benches, trash receptacles, customary station signage, variable message signs, and speakers.

C. This Lease does not create any estate or transfer any interest in real estate other than the rights specifically described in this Lease within the Premises. This Lease is made subject to all encumbrances of record.

2. ACCESS.

A. Pedestrian and bicycle access to and from the Premises shall be by way of the stairs and elevators.

B. Access to the Premises for TENANT and WSDOT approved licensees', buses, vans, other public transportation vehicles, operations and maintenance vehicles, and emergency vehicles shall be from the transit only lane.

3. TERM; TERM EXTENSIONS.

A. Term. The term of this Lease shall be Twenty (20) years commencing upon the Commencement Date, and terminating at 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the Commencement Date occurs. For purposes of this Lease "Commencement Date" means a date upon which both of the Inline Transit Stations are open to and available for use by TENANT to provide transit service along SR 520, and as agreed to in a Letter of Notification provided by TENANT to WSDOT and signed by both Parties. The Letter of Notification shall be in substantially the same form as the Letter of Notification attached hereto as **Exhibit K** and by this reference incorporated into this Lease.

B. Term Extensions. Upon the mutual written agreement of the Parties, the term of this Lease may be extended for up to two (2) additional terms of twenty (20) years each; provided that at the time such extension is executed:

(1) TENANT is not in default and has not been in default during the prior Term of this Lease;

(2) WSDOT has no highway need for the Premises;

(3) TENANT'S continued use under this Lease does not impair the safety or operation of WSDOT's highway or facility, as solely determined by WSDOT;

(4) The terms and conditions of this Lease conform to then-existing state policies or practices, laws, regulations and contracts;

(5) TENANT must give notice of its intent to extend the Lease at least one (1) year prior to the expiration of this Lease, but not more than two (2) years prior to the expiration of this Lease, or any extension thereof.

C. Any extension or renewal of this Lease shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations or contracts that will be reflected in a written amendment signed by both Parties.

4. CONSIDERATION.

A. In consideration of WSDOT's displacement of the Original Stops due to the Project per GCA 6531, TENANT in lieu of paying economic rent will operate and maintain the Premises in such condition that does not adversely affect the safety and operation of the highway facility and will reimburse WSDOT for WSDOT's expenses to maintain the Inline Transit Stations on and off ramps as set forth in the Maintenance Responsibility Matrix, a copy of which is attached hereto as **Exhibit I** and by this reference incorporated into this Lease. TENANT agrees to perform or cause to be performed at its expense the maintenance of the Premises, as set forth in **Exhibit I**. Such maintenance will include, but not be limited to, keeping the Premises in good condition, both as to safety and appearance, in accordance with standards then in effect at TENANT's other similar facilities and in a manner so as to assure the improvements and condition of the Premises do not adversely affect the highway safety and appearance and that such maintenance will cause no interference with WSDOT's highway uses of SR 520, all to the satisfaction of WSDOT.

B. WSDOT reserves the right to observe and inspect the maintenance work conducted by TENANT on the Premises. WSDOT shall provide written notice to TENANT of any maintenance concerns WSDOT may have, including details. The notice will set a specified reasonable period of time in which TENANT must take the requested corrective action; Provided, that if the notice states that an emergency exists, then TENANT shall take corrective action immediately. If TENANT does not complete corrective action within the time period specified in the notice, then WSDOT may either perform the necessary maintenance and TENANT shall reimburse WSDOT for its reasonable charges, or WSDOT may issue a notice of default as provided for elsewhere herein.

C. TENANT's responsibility for operation and maintenance of the Premises is strictly limited to those specific tasks listed in the Maintenance Responsibility Matrix, and no others. TENANT shall have no duty to enforce any warranty or to repair or replace defective work or materials or to address any other problem arising out of or relating to WSDOT's original design or construction of the Premises.

5. PAYMENT OF INVOICES.

A. For costs incurred by a Party that are required under this Lease to be reimbursed by the other Party, the Party incurring such costs shall submit to the Party with the obligation to pay such costs an invoice(s) detailing and supporting the work performed and the costs incurred. Such invoices may be submitted no more than once a month and no less than once per quarter. Said invoices shall be paid by the Party with the obligation to reimburse or pay the costs within thirty (30) days of that Party's receipt of the invoice(s). Payment is subject to the submission to and approval by that Party of appropriate invoices.

6. TAXES, SPECIAL ASSESSMENTS, AND UTILITIES.

A. To the extent applicable, TENANT agrees that from and after the Commencement Date (but not before), TENANT shall pay all assessments by any assessing district as those terms are defined in Chapter 79.44 RCW and that benefit the Premises and/or which may hereafter become a lien on the interest of TENANT.

B. WSDOT shall remain responsible for and shall be liable for all assessments by any assessing district that benefits the remainder of the SR 520 Lid and not the Premises. If an assessment by an assessing district benefits the entire SR 520 Lid as well as the Premises, then WSDOT and TENANT shall each pay a share of the assessment, with TENANT's share being a fraction equal to the square footage of the Premises divided by the square footage of the assessed portion of the SR 520 Lid, and WSDOT's share being the remainder.

C. Taxes. TENANT shall pay all taxes that may hereafter be levied or imposed upon TENANT in connection with or by reason of this Lease. WSDOT acknowledges that TENANT's expectation is that there are no special assessments that affect the Premises as of the Commencement Date and is that there will be no special assessments that affect the Premises during the Term of this Lease or any extension or renewal of it.

D. Utilities. TENANT shall pay the cost for all utility bills incurred or costs directly related to TENANT's use of the Premises including, but not limited to, sewer, electric, water, surcharges and rate adjustments that solely serve TENANT's Transit Uses of the Premises, and for no other, provided that TENANT's duty under this Section shall extend only to those utilities that are separately metered to the Premises, and no other utilities.

E. Tenant's Right to Challenge or Appeal Taxes, Special Assessments, and Utility Fees. Nothing in this Section 6 shall modify TENANT's rights to contest or dispute any tax, special assessment, utility fee, or other fee or charge. TENANT shall not be in violation of this Section 6 and TENANT shall not be in default under this Lease if TENANT, in good faith, contests or disputes the validity or amount of any such tax, assessment, fee or charge.

7. PERSONAL PROPERTY.

A. TENANT-owned Personal Property shall consist of those items identified with the notation "N.I.C.", which means 'Not in Contract' in **Exhibit A**, pages 5-8 and 11-14 which are necessary to accommodate TENANT's customers as well as TENANT's Transit Uses of the Premises (**Personal Property**).

B. TENANT's Personal Property located on the Premises shall remain the exclusive property of TENANT. WSDOT shall not be liable in any manner for, or on account of, any loss or damage sustained to any property of whatsoever kind stored, kept or maintained in or about the Premises, except such claims or losses that may be caused by WSDOT or its agents or employees or from any third party use allowed by WSDOT on the Premises by others.

C. Upon the expiration or earlier termination of this Lease, TENANT shall remove all of its Personal Property from the Premises except for such property as TENANT and WSDOT agree in writing may remain. TENANT and WSDOT shall conduct a joint walk-through of the Premises to confirm the removal of TENANT's Personal Property and upon conclusion of the walk-through WSDOT shall sign a statement confirming that TENANT has complied with this Section 7. Alternatively, if TENANT fails in whole or in part to comply with this Section 7, then WSDOT or its agents may remove all of TENANT's Personal Property remaining on the Premises at the TENANT's expense and dispose of it in any manner WSDOT deems appropriate. TENANT agrees to reimburse WSDOT for the costs of such removal and disposal within thirty (30) calendar days of the date of WSDOT's invoice.

D. Personal property belonging to WSDOT or another person or entity and located on the Premises or on or in the SR 520 Lid shall remain the exclusive property of WSDOT or such other person or entity. TENANT shall not be liable in any manner for, or on account of, any loss or damage sustained by WSDOT, its franchisees, lessees or permittees, or other authorized users' personal property of whatsoever kind stored, kept or maintained in or about the Premises or the SR 520 Lid, except TENANT shall be liable for any such claims, losses or damage caused by the acts or omissions of TENANT or its agents, employees, invitees or licensees.

8. USE OF PREMISES.

A. Permitted Uses.

(1). TENANT's use. TENANT's use of the Premises is limited to: operation, repair and maintenance of the Inline Transit Stations; pedestrian and bicycle ingress and egress via stairs and elevators; and the TENANT-owned Personal Property and Transit Uses authorized by Chapter 35.58 RCW. TENANT shall not use the Premises for any other purposes without the prior written approval of WSDOT, which shall be documented in the form of a written amendment to this Lease.

B. Signs, Display, or Other Advertising Devices.

(1) Signs, display, or advertising devices are not permitted on the Premises by either TENANT or any Licensee unless they comply with Ch. 47.42 RCW and Ch. 468-66 WAC and are completely detailed on a separate plan sheet which requires specific written prior

approval by WSDOT. Such advertising shall only indicate ownership and type of on-Premises activities.

(2) TENANT is hereby permitted to install and maintain the signs, displays, and/or advertising devices as set forth in **Exhibit A**, pages 5-8 and 11-14, Item 43. The Parties may amend **Exhibit A** and Item 43 from time to time by mutual written agreement of their Lease Managers identified in Section 23 of this Lease.

(3) Advertising is allowed on TENANT's transit buses that pass through or lay over at the Premises.

C. Compliance Requirements. In connection with this Lease, it is expressly agreed that:

(1) The Parties shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements, that are in force or which may hereafter be in force;

(2) The Parties shall comply with all policies and regulations, including, but not limited to Chapter 47.42 RCW et seq. and WAC 468-66 et seq., heretofore adopted or hereafter promulgated by WSDOT relative to the location, operation, and maintenance of improvements located on the Premises; Provided, that if within the first five (5) years of this Lease TENANT cannot legally comply with such policies and regulations adopted after the commencement of this Lease, the Lease Managers designated for each Party in Section 23 of this Lease shall confer and mutually agree in writing to an alternative compliance option. In the event the Lease Managers for both Parties cannot reach agreement, the matter shall be elevated to the Designated Representatives as provided in Section 24 of this Lease.

(3) TENANT shall secure and maintain all necessary permits and licenses for TENANT's use of the Premises as authorized under this Lease.

D. Reciprocal Duty of Noninterference with TENANT's Transit Uses and Other Highway Uses. WSDOT shall not interfere or cause, permit or allow others to interfere with TENANT's use and enjoyment of the Premises except as authorized in Section 17 herein. TENANT's occupancy or use of the Premises shall not interfere with the use, safety, appearance, or the enjoyment of the highway facility, nor produce fumes, vapors, odors, drippings, droppings, or discharge of any kind; Provided, that fumes, vapors, odors, drippings, droppings, or discharge incidental to the ordinary operation of TENANT's Transit Uses are allowed.

E. Alterations or Attachments to Improvement and Structures. TENANT shall not weld any metal object to any metal member of any metal structure, nor drill or rivet into nor otherwise fasten anything to any pier or beam on any concrete, metal, or wood structure without

WSDOT's specific written approval of detailed drawings for such welding, riveting, drilling, or fastening.

F. Markers. TENANT will not disturb or alter markers installed by a WSDOT franchisee or permit holder without first making a reasonable, good-faith effort to contact and provide notice to any franchisee or permit holder or owner of an underground facility who can be identified from an installed marker. WSDOT will not disturb or alter any markers or signs installed by TENANT except with TENANT's prior written permission.

G. Protection of Tenant's Personal Property. TENANT shall at its own expense make any provisions it deems necessary to protect TENANT's Personal Property from any hazards resulting from use and operation of the highway.

H. Protection of Tenant's Customers. TENANT shall at its own expense, and upon prior written approval of WSDOT, make any provisions it deems necessary to protect TENANT's customers while on the Premises from any hazards resulting from WSDOT's use and operation of the highway.

I. Protection of Highway Facility. TENANT agrees to protect retaining walls, piers, and other structural elements of the SR 520 Lid from vehicular hits or other likely causes of damage arising from the TENANT's use of the Premises. TENANT, upon written approval by WSDOT, shall install and maintain such protective or deterrent measures or practices as deemed appropriate and practicable. Once installed, such structural element protection shall be maintained to the satisfaction of WSDOT. This Section 8.I. shall not apply to ordinary wear and tear on facilities typically subject to the use and operation of transit vehicles in a public thoroughfare, including but not limited to such structures or improvements as curbs, paving, striping, signage, light standards, manhole lids or utility vaults, guardrails, etc.

J. Traffic Control. At all times during the term of this Lease, TENANT shall adhere to a WSDOT approved Traffic Control Plan or Plans for any testing, operation, repair, and maintenance activities on or adjacent to the traveled lanes of SR 520. TENANT shall request and obtain WSDOT approval of the Traffic Control Plan prior to performing any such activities. The Traffic Control Plan shall comply with the WSDOT Work Zone Traffic Control Guidelines and be prepared in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). The initial Traffic Control Plan and any subsequent revisions shall be submitted to the Washington State Department of Transportation Northwest Region Traffic Control Office, 15700 Dayton Avenue North, PO Box 330310, Seattle, WA 98133-9710, at least thirty (30) calendar days prior to initiating any testing, operation, repair, or maintenance activities from SR 520.

K. Construction. No new construction by the TENANT is permitted on the Premises for the duration of this Lease, except as allowed under Section 8 of this Lease or as otherwise approved in writing signed by both Parties.

L. Nondiscrimination. TENANT, for itself, its successors, and assigns does hereby covenant and agree to comply with all civil rights and anti-discrimination requirements of Ch. 49.60 RCW and Title VI of the Federal Civil Rights Act of 1964, as to the Premises.

9. CONSTRUCTION.

A. TENANT shall not alter the Premises or construct additional improvements on the Premises except by prior written approval by the WSDOT Director and State Design Engineer, Development Division at 310 Maple Park Avenue, Olympia, Washington 98501-2361/ P.O. Box 47329, Olympia, Washington, 98504-7329, or other such person or address as may be designated in writing by WSDOT, and under such terms and conditions as may be specified by WSDOT. Provided, that nothing in this Lease shall be deemed to make TENANT the agent of WSDOT for purposes of construction, repair, alteration, or installation of structures, improvements, equipment or facilities on the Premises.

B. WSDOT and the Federal Highway Administration may from time-to-time go upon the Premises to inspect any work done by the TENANT to ensure compliance with the approved plans and specifications or otherwise.

C. TENANT expressly acknowledges and agrees that WSDOT's rights under this Lease to review, comment on, inspect, disapprove and/or accept designs, plans specifications, work plans, construction, equipment, installation, (i) exist solely for the benefit and protection of WSDOT, (ii) do not create or impose upon WSDOT any standard or duty of care toward the TENANT, all of which are hereby disclaimed, (iii) may not be relied upon by the TENANT in determining whether the TENANT has satisfied any and all applicable standards and requirements and (iv) may not be asserted, nor may WSDOT's exercise or failure to exercise any such rights be asserted, against WSDOT by the TENANT as a defense, legal or equitable, to TENANT's obligation to fulfill such standards and requirements and regardless of any acceptance of work by the WSDOT.

10. DISPOSITION OF IMPROVEMENTS. Except as provided elsewhere herein, upon termination of this Lease under any provision hereof, any improvements constructed by the TENANT on the Premises and affixed thereto shall become the property of WSDOT or, at the option of WSDOT, shall be removed by the TENANT at the TENANT's expense in a manner prescribed by WSDOT. TENANT and WSDOT shall conduct a joint walk-through of the Premises to confirm the removal of all improvements and upon conclusion of the walk-through WSDOT shall sign a statement confirming that TENANT has complied with this Section 10.

Alternatively, if TENANT fails in whole or in part to comply with this Section 10, then WSDOT may remove and dispose of said improvements as it deems appropriate and at the TENANT's expense. The TENANT shall reimburse WSDOT for all costs incurred in such removal and disposal within Thirty (30) calendar days of the date of WSDOT's invoice for such costs.

11. ENCUMBRANCES. TENANT shall not encumber the Premises by grant of mortgage, lease, easement, security interest, or other right, title, or interest in the Premises to any third party. Provided, that nothing in this Section 11 shall prohibit TENANT from entering into a license with Sound Transit as contemplated in Section 28 of this Lease.

12. LIENS.

A. Nothing in this Lease shall be deemed to make TENANT the agent of WSDOT for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Premises. TENANT acknowledges that WSDOT may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by TENANT.

B. TENANT shall at all times indemnify and hold harmless WSDOT from all claims for labor or materials in connection with TENANT'S construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees.

C. In the event a lien is filed upon the Premises as a result of TENANT'S construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, TENANT shall:

- (1) Record a valid release of lien; or
- (2) Deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or
- (3) Procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

D. If TENANT fails to comply with Section 12.C.(1), (2) or (3) above within sixty (60) calendar days after the filing of such a lien, or within such other, longer time period as may be agreed upon between the Parties the Lease shall be in default.

13. ENVIRONMENTAL REQUIREMENTS.

A. WSDOT and TENANT each represent, warrant and agree that it will conduct its activities on the Premises in compliance with all applicable Environmental Laws. As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

B. Toxic or hazardous substances are not allowed to be brought on the Premises by TENANT, its agents, contractors and employees, without the express written permission of WSDOT and under such terms and conditions as may be specified by WSDOT. For the purposes of this Lease, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., and shall include gasoline and other petroleum products, provided that TENANT is hereby authorized to bring on to the Premises gasoline and petroleum products, herbicides, pesticides and cleaning agents as authorized and appropriate for the intended application when necessary to carry out the maintenance and operation requirements set forth in this Lease. To the extent that such permission is granted, the disposal of such materials must be done in a legal manner by TENANT.

C. TENANT agrees to cooperate in any environmental investigations conducted by or at the direction of WSDOT or any state, federal, or local agency with jurisdiction where there is evidence of contamination on the Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse WSDOT within Thirty (30) calendar days of the date of WSDOT's invoice for the cost of such investigations, where the need for said investigation is determined to be caused by TENANT's operations. WSDOT will reimburse TENANT for costs of environmental investigations on the Premises that are conducted by TENANT where the need for such investigation is determined to be caused by WSDOT's operations. TENANT will provide WSDOT with notice of any inspections of the Premises, notices of violations, and orders to clean up contamination. TENANT agrees that WSDOT may participate in all settlement, remediation or abatement discussions arising out of or relating to environmental conditions on the Premises. In the event that TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, WSDOT may elect to perform such work, and TENANT covenants and agrees to reimburse WSDOT for all reasonable direct and indirect costs associated

with WSDOT's work where said contamination is determined to have resulted from TENANT's authorized use of the Premises.

D. For the purposes of this Section 13 (Environmental Requirements), Costs shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with any Environmental Laws as defined in Section 13.A.

E. TENANT agrees to defend, indemnify and hold WSDOT harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, any Costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances, contingent on TENANT's written concurrence that the following requirements are met:

(1) The Hazardous Substances have been released or otherwise come to be located on the Premises, including Hazardous Substances that may have migrated from the Premises through water or soil to other properties; and

(2) The Hazardous Substances release is determined to have been caused by or result from TENANT'S activities on the Premises.

Contingent on TENANT's written concurrence that conditions (1) and (2) are met, TENANT further agrees to defend, indemnify and hold WSDOT harmless from any and all liability arising from TENANT's offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from the Premises by or on behalf of TENANT.

F. WSDOT agrees to indemnify, defend and hold TENANT harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, any Costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the existence of, and/or removal or remediation of any Hazardous Substances, contingent on WSDOT's written concurrence that the following requirements are met:

(1) The Hazardous Substances have been released or otherwise come to be located on the Premises, including but not limited to Hazardous Substances that may have migrated from the SR 520 Lid or the Premises through water or soil to other properties; and

(2) The Hazardous Substances release is determined to have been caused by or result from activities other than TENANT's.

Contingent on WSDOT's written concurrence that conditions (1) and (2) are met, WSDOT further agrees to indemnify, defend, and hold TENANT harmless from any and all liability

arising from the offsite disposal, handling, treatment, storage or transportation of any such Hazardous Substances removed from the SR 520 Lid or the Premises by or on behalf of WSDOT.

G. The provisions of this Section 13 shall survive the termination or expiration of this Lease.

14. INSURANCE.

A. TENANT's insurance policy or self-insurance program must provide liability coverage at least equivalent to that provided by Insurance Services Office, Inc. Commercial General Liability Coverage Form CG 00 01 01 07(Coverages A & B) for not less than TWO MILLION (\$2,000,000.00) per occurrence, with a general aggregate amount of not less than FOUR MILLION (\$4,000,000.00) per policy period.

B. WSDOT acknowledges, agrees, and understands that TENANT maintains a fully funded Self-Insurance program as defined in King County Code 2.21 for the protection and handling of TENANT's liabilities including injuries to persons and damage to property. TENANT agrees, at its own expense, to maintain, through its Self-Insurance program, coverage for all of its liability exposures for this Lease. TENANT agrees to provide WSDOT with a certificate of self-insurance as adequate proof of coverage and provide WSDOT with at least thirty (30) calendar days prior written notice of any material change in TENANT's Self-Insurance program.

C. If, after the Commencement Date of this Lease, TENANT elects to terminate its self-insured status and secure commercial liability coverage, then TENANT will promptly notify WSDOT and provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, in the amounts and types as set forth in Section 14.A. above. Further, TENANT shall provide to WSDOT a certificate of insurance within ten (10) calendar days of receiving a written notice from WSDOT for an increase in the coverage amounts as authorized in Section 14.D. below.

D. TENANT agrees that WSDOT may require increases in the insurance coverage required in this Agreement no more often than every three (3) years or sooner by mutual written agreement; provided, any adjustments made shall be in accordance with reasonable prudent risk management practices and insurance industry standards. TENANT agrees to provide to WSDOT a certificate of self-insurance as adequate proof of coverage of insurance for the increased coverage amounts.

E. Coverage, if obtained by TENANT in compliance with this Section 14, shall not be deemed as having relieved TENANT of any liability.

F. WSDOT shall maintain insurance policy or self-insurance program providing liability coverage at least equivalent to that provided by Insurance Services Office, Inc. Commercial General Liability Coverage Form CG 00 01 01 07 (Coverages A & B) for not less than TWO MILLION (\$2,000,000.00) per occurrence, with a general aggregate amount of not less than FOUR MILLION (\$4,000,000.00) per policy period.

G. If WSDOT maintains a self-insurance program for any of WSDOT's liabilities, including injuries to persons and damage to property, then WSDOT agrees, at its own expense, to maintain, through its Self-Insurance program, coverage for its liability exposures for the Premises as set forth in this Lease, the Inline Transit Stations and the SR 520 Lid. WSDOT agrees to provide TENANT with a certificate of self-insurance as adequate proof of coverage and provide TENANT with at least thirty (30) calendar days prior written notice of any material change in WSDOT's Self-Insurance program.

H. If, after the Commencement Date of this Lease, WSDOT elects to terminate its self-insured status and secure commercial liability coverage, then WSDOT will promptly notify TENANT and provide a certificate of insurance from an insurer licensed to conduct business the State of Washington, in the amounts and types as set forth in Section 14.F above, or such other larger amounts and types as may be warranted under the circumstances.

I. Coverage, if obtained by WSDOT in compliance with this Section 14, shall not be deemed as having relieved WSDOT of any liability.

J. By requiring such minimum insurance coverage as specified herein, the Parties shall not be deemed or construed to have assessed the risks that may apply to either Party under this Lease. The Parties shall each assess their own respective risks and, if either Party deems appropriate and/or prudent, may maintain greater limits and/or broader coverage.

K. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this Section 14 shall affect and/or alter the application of any other provision contained within this Lease.

15. INDEMNIFICATION.

A. TENANT and its successors and assigns shall protect, save, defend and hold harmless WSDOT, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever arising out of or relating to the acts or omissions of TENANT, its agents, contractors, licensees, invitees or employees, on or in connection with the Premises. TENANT obligations under this Section 15.A shall not include any claims, costs,

damages, or expenses arising out of or relating to the acts of WSDOT or its authorized agents or employees; PROVIDED that if claims, actions, costs, damages, or expenses arise out of or relate to the concurrent acts of (i) WSDOT, its agents, contractors, or employees and (ii) TENANT, its agents, contractors, licensees, invitees or employees, or (iii) involve actions covered by Ch. 4.24.115 RCW, then this Section 15.A shall be valid and enforceable only to the extent of the acts of TENANT and its agents contractors, licensees, invitees or employees.

B. WSDOT and its successors and assigns shall protect, save, defend and hold harmless TENANT, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever arising out of or relating to the acts or omissions of WSDOT, its agents, contractors, or employees in connection with the Premises or the SR 520 Lid to the extent the SR 520 Lid is addressed in this Lease. WSDOT's obligations under this Section 15.B shall not include such claims, costs, damages, or expense to the extent caused by the acts of TENANT or its agents, contractors, licensees, invitees or employees; PROVIDED that if the claims or damages are caused by or result from the concurrent acts of (i) TENANT, its agents, contractors, licensees, invitees or employees and (ii) WSDOT, its agents, contractors, or employees, or (iii) involves actions covered by Ch. 4.24.115 RCW, then this Section 15.B shall be valid and enforceable only to the extent of the acts of WSDOT and its agents, contractors, licensees, invitees or employees.

C. TENANT specifically assumes potential liability for actions brought by TENANT's own employees against WSDOT and, solely for the purpose of this indemnification and defense, TENANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW, which waiver has been mutually negotiated by the Parties.

D. WSDOT specifically assumes potential liability for actions brought by WSDOT's own employees against TENANT and, solely for the purpose of this indemnification and defense, WSDOT specifically waives any immunity under the state industrial insurance law, Title 51 RCW, which waiver has been mutually negotiated by the Parties.

E. The indemnification provisions in this Section 15 shall survive the expiration or termination of this Lease.

16. PERFORMANCE BY WSDOT

A. TENANT Default. If TENANT defaults in the performance or observation of any covenant or agreement contained in this Lease, then WSDOT may immediately notify TENANT to perform or, alternatively, WSDOT may notify TENANT that WSDOT will itself perform or cause to be performed such covenant or agreement and will enter upon the Premises for such purpose. If time is required to cure the default then WSDOT and TENANT will work together to determine a reasonable period in which TENANT shall cure, and WSDOT shall not perform

until the specified period has lapsed. Provided, that if WSDOT determines that an Emergency exists, then WSDOT may perform without prior written notice to TENANT. For purposes of this Section 16, "Emergency" shall include, but not be limited to, endangerment of life or the Premises, or failure of TENANT to timely obtain or renew any insurance or timely provide adequate proof of self-insurance. If WSDOT ultimately performs to cure a TENANT default as provided in this Section 16.A then TENANT shall reimburse WSDOT the reasonable cost of such performance by WSDOT within thirty (30) calendar days of the date of WSDOT's invoice. Any act or thing done by WSDOT under the provisions of this Section 16.A shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

B. WSDOT Default. If WSDOT defaults in the performance or observation of any covenant or agreement contained in this Lease, then TENANT may immediately notify WSDOT to perform. If time is required to cure the default then TENANT and WSDOT shall work together to determine a reasonable period in which WSDOT shall cure. Any act or thing done by TENANT in furtherance of this Section 16.B shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.

C. Force Majeure.

(1) "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations under this Lease, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party is unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing definition, Force Majeure Event may include natural phenomena, such as storms, hurricanes, floods, lightning or earthquakes; explosions or fires arising from causes unrelated to the acts or omissions of the Party seeking to be excused from performance; acts of war, civil unrest, public disorder, sabotage, epidemic, rebellion, riot, or terrorism or war. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers, contractors or subcontractors, except to the extent that such acts or omissions arise from a Force Majeure Event as defined in this Section 16.C.(1).

(2) Except as otherwise specifically provided in this Lease, neither Party shall be considered in default or breach of this Lease or liable for any delay or failure to comply with this Lease, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event. Provided, that the Party claiming relief based on a Force Majeure Event shall: (a) promptly notify the other Party in writing of the existence and nature of the Force Majeure Event; (b) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (c) notify the other Party in writing of the cessation of such Force Majeure Event; and (d) resume performance of its obligations under this Lease as soon as practicable thereafter.

(3) Obligations to pay for services already provided shall not be excused by a Force Majeure Event.

(4) In the event of a Force Majeure Event that destroys all or a substantial portion of the Premises or the SR 520 Lid or SR 520 in the vicinity of the Premises, WSDOT shall, within sixty (60) calendar days following such event, communicate to TENANT WSDOT's anticipated process and timeline for determining whether to restore the Premises or such portion of the SR 520 Lid or SR 520. If WSDOT elects not to restore the Premises or such portion of the SR 520 Lid or SR 520, then this Lease shall terminate as to the Premises. If WSDOT anticipates that it will restore the Premises, such portion of the SR 520 Lid or SR 520 then WSDOT shall so notify TENANT, and the Parties shall cooperate to implement such restoration, and the temporary or permanent relocation, if any, or reconfiguration, if any, of the Inline Transit Stations in the general vicinity of the Original Stops (as defined in Recitals G and K of this Lease) so that TENANT may continue its Transit Uses and provide public transportation service for SR 520. TENANT shall determine, within sixty (60) calendar days of receiving WSDOT's notice, whether to continue its use of the Premises. If TENANT elects not to continue the Lease, then TENANT shall promptly remove its Personal Property consistent with Section 7. If this Lease is terminated pursuant to this Subsection 16.C.(4), the Parties shall not be released from any payment or other obligations arising under this Lease prior to the Force Majeure Event, and all terms and conditions that expressly survive the expiration or termination of this Lease, or by their nature should survive the expiration or termination of this Lease, shall continue to apply.

(5) Notwithstanding anything to the contrary in this Section 16.C, if nonperformance due to a Force Majeure Event (or multiple Force Majeure Events) continues beyond two (2) consecutive calendar years, then either Party may terminate this Lease upon thirty (30) calendar days' notice to the other Party. Upon such termination TENANT shall decommission and remove its Personal Property and TENANT's improvements from the Premises as required under Section 7.C. If this Lease is terminated pursuant to this Subsection 16(C) (5) the Parties shall not be released from any payment or other obligations arising under this Lease prior to the Force Majeure Event or Events, and all terms and conditions that expressly survive the expiration or termination of this Lease, or by their nature should survive the expiration or termination of this Lease, shall continue to apply.

17. WSDOT'S RESERVATION OF RIGHTS AS TO THIRD PARTIES.

A. WSDOT reserves the right to authorize existing utility franchise and permit holders to enter upon the Premises to maintain, repair and enhance existing facilities in accordance with the terms and conditions contained in existing utility franchises or permits. Further, WSDOT reserves the right to withdraw portions of the Premises for uses such as, but not

limited to, telecommunications transmission sites, which WSDOT in cooperation with TENANT determines to be reasonably compatible with TENANT's authorized use of the Premises.

B. Notwithstanding anything to the contrary herein, unless required by state or federal law, WSDOT shall not grant a Third Party Interest in the Premises to another transportation provider that intends to provide transportation services using the Premises, except with TENANT's express consent, which may not be unreasonably withheld, conditioned or delayed.

C. TENANT shall not disturb markers installed by a utility franchise/permit holder and will contact and provide notice to any utility franchise/permit holder and all owners of underground facilities prior to any excavation. TENANT shall contact WSDOT and call the Underground Utility Locating Service, or its successor organization, as part of its efforts to ascertain any and all owners of underground utility facilities and to locate the utility. TENANT shall not damage legally installed underground utilities. TENANT shall comply with all applicable provisions of Chapter 19.122 RCW relating to underground facilities.

D. WSDOT may grant subordinate franchises, permits or leases within the Premises to third parties that it is authorized to issue under state law. WSDOT may use any of its property or highway right of way, and assert its right to full supervision and control over all or any part of them, none of which is hereby surrendered, except to the extent identified in this Lease; provided that, prior to granting any subordinate franchise, permit or lease rights within the Premises, WSDOT will consult with the TENANT during its review of any such application to ensure that such use will be reasonably compatible with TENANT's facilities or operations, and to discuss maintenance, operations, cost allocation, and other considerations arising out of such subordinate uses. If the Parties are unable to resolve any differences then Section 24, Dispute Resolution, shall apply.

18. WSDOT'S RESERVED RIGHT OF ENTRY AND INSPECTION.

A. WSDOT, for itself, its agents and contractors, and for the Federal Highway Administration (FHWA), reserves the right to enter upon the Premises at any time without notice to the TENANT for the purpose of inspection, maintenance, construction, or reconstruction of the highway facility or any element thereof, to perform security audits such as Homeland Security, or to perform environmental audits as provided for elsewhere in this Lease. WSDOT shall in no way be responsible for any incidental or consequential damages due to such loss of use, if any, by the TENANT.

B. WSDOT and FHWA may enter upon the Premises at any time without prior notice for the purpose of inspecting any excavation, construction, or maintenance work being

done by the TENANT. In addition, WSDOT and FHWA may enter the improvements, if any, on the Premises at any time and without prior notice, for the purpose of inspection, maintenance, and repair of said improvements.

C. Entry upon the Premises and the improvements, if any, for any other purpose by WSDOT and FHWA shall be conducted with reasonable notice to the TENANT and during the hours of 8:00 a.m. to 5:00 p.m.

19. TERMINATION BY WSDOT.

A. WSDOT may terminate this Lease, in whole or in part, without penalty or further liability as follows:

(1) Upon sixty (60) calendar days written notice to TENANT, if TENANT fails to cure a default or perform responsibilities identified in **Exhibit I** under this Lease within that 60-day period, unless WSDOT and TENANT agree to extend said period, if TENANT is diligently pursuing a cure;

(2) Upon forty-five (45) calendar days written notice to TENANT, if TENANT materially defaults, and fails to cure such default within that 45-day period, unless WSDOT and TENANT agree to extend said period and TENANT is diligently pursuing a cure. A “material default” as used in this Section 19 shall mean a default that significantly endangers public health or safety;

(3) Upon sixty (60) calendar days written notice, if TENANT: (i) commences a voluntary case or other proceeding to sell, liquidate, reorganize, or otherwise relieve itself of its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of TENANT or any substantial part of TENANT's assets; (iii) files an answer admitting the material allegations of such a petition filed against TENANT in any involuntary case or other proceeding commenced against TENANT, or consents to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against TENANT; (div) makes an assignment for the benefit of creditors; (v) fails, is unable, or admits in writing the inability generally to pay TENANT'S debts as they become due; or (vi) takes any action to authorize any of the foregoing;

(4) Upon thirty (30) calendar days prior written notice, if the Premises have been abandoned, in WSDOT's sole judgment, for a continuous period of ninety (90) calendar days, unless one or both of the Parties provides notice of a Force Majeure Event under Section

16.C of this Lease, or previously notified the other Party of a Force Majeure Event that remains unabated, in which cases the Lease shall not be terminated;

(5) In whole or in part, upon three hundred sixty five (365) calendar days prior written notice, if WSDOT needs the Premises for a highway purpose that conflicts with TENANT's use, operation and maintenance of the Premises.

(6) Immediately, upon written notice, in the event of a court order by a court of competent jurisdiction, legislative action or action by a governmental agency having jurisdiction, which requires WSDOT to take some action that would prohibit TENANT'S use of the Premises.

(7) Immediately, if an emergency exists as determined by WSDOT in its sole discretion. For purposes of this Section 19(A)(7) an emergency includes but is not limited to a Force Majeure Event as defined in Section 16 (C), and/or a significant and continuing endangerment of life or the Premises, SR 520 and/or the SR 520 lid, including but not limited to discovery of a severe structural deficiency that impacts use of the highway facility by motorists or which precludes TENANT's Transit Uses due to reasons of safety and that cannot be accommodated or managed through temporary revisions to or rerouting of TENANT's Transit Uses.

B. If TENANT materially defaults on any one provision in this Lease a total of three (3) or more times within any twelve (12) month period, and none of the material defaults are due to acts or omissions by WSDOT, a Third-Party Interest holder or other third party, or Force Majeure Event, then TENANT's third material default and any subsequent material default on the same provision shall be deemed "non-curable" and this Lease may be terminated by WSDOT on thirty (30) calendar days written notice.

20. TERMINATION BY TENANT.

A. TENANT may terminate this Lease without penalty or further liability as follows:

(1) Upon Three Hundred Sixty Five (365) calendar day's written notice for any reason within the sole discretion of the TENANT;

(2) Upon forty-five (45) calendar days written notice, if WSDOT materially defaults on any one provision in this Lease a total of three (3) or more times within any twelve (12) month period, and none of the material defaults are due to acts or omissions by TENANT, a Third-Party Interest holder or other third party, or Force Majeure Event. A "material default" as used in this Section 20 shall mean a default that significantly endangers public health or safety;

(3) Immediately, upon written notice, if in TENANT'S judgment the Premises are destroyed or damaged so as to substantially and adversely affect the authorized use of the Premises;

(4) If the King County Council has not appropriated sufficient funds to pay for the TENANT's obligations under this Lease for any given year. Notwithstanding any contrary provision in this Lease, such termination for non-appropriation shall occur automatically upon the end of the last calendar year for which there was sufficient appropriation, and TENANT shall have no further obligations that extend beyond the end of such calendar year. As between the Parties, the sufficiency of any appropriation shall be determined by the General Manager of the Metro Transit Division of the King County Department of Transportation in its sole and absolute discretion; or

(5) At the time title to the Premises transfers to a condemning authority, if there is a condemnation of all or part of the Premises, including a sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power. In such event, each Party shall be entitled to pursue their own separate awards with respect to such taking.

21. RESTORATION OF PREMISES. Prior to the termination or expiration of this Lease, TENANT agrees, if so directed by WSDOT, and at WSDOT's option, to restore the Premises to its original condition existing at the time of the Commencement Date, reasonable wear and tear excepted, Restoration work is to be done at TENANT's expense and to the satisfaction of WSDOT. If WSDOT directs TENANT to restore the Premises pursuant to this Section 21, then TENANT and WSDOT shall conduct a joint walk-through of the Premises to confirm the Restoration of the Premises and upon conclusion of the walk-through WSDOT shall sign a statement confirming that TENANT has complied with this Section 21.

22. VACATION OF PREMISES. Upon termination or expiration of this Lease, TENANT shall cease its operations on the Premises and vacate the Premises upon completion of Restoration under Section 21. If TENANT fails to vacate the Premises and such failure is not caused by or due to acts or omissions of WSDOT, a Third-Party Interest holder or other third party, or Force Majeure Event, then TENANT shall be liable for WSDOT's actual damages arising from TENANT's failure to timely vacate the Premises, and TENANT shall reimburse WSDOT for its actual damages within thirty (30) calendar days of the date of WSDOT's invoice for such damages.

23. LEASE MANAGEMENT.

A. The Parties' Lease Managers, identified in this Section 23, shall be responsible to administer this Lease and to be the contact person for all Routine Communications and billings

regarding the administration of this Lease. "Routine Communications" means all communications regarding this Lease except for dispute resolution notices, notices of default or Force Majeure, and notices regarding the reporting and correcting of defects covered under warranty.

B. The Lease Manager for TENANT is: Design and Construction Manager, Metro Transit Division, Department of Transportation, 201 South Jackson Street, M.S. KSC-TR-0435, Seattle, WA 98104-3856

C. The Lease Manager for WSDOT is: Real Estate Services, Property Management Program Manager, PO Box 47338, Olympia, WA 98504-7338

D. Either Party may, from time to time, by notice in writing served upon the other Party as required under Section 23 of this Lease, designate an additional and/or a different mailing address or an additional and/or different person to whom such notice, request, report or other Routine Communication is thereafter to be addressed.

24. DISPUTE RESOLUTION.

A. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Lease, and Dispute Resolution notices shall be sent to:

WSDOT: Headquarters Real Estate Services Program Administrator
Washington State Department of Transportation
P.O. Box 47338
Olympia, WA 98504-7338

TENANT: Manager, Design and Construction Section,
Metro Transit Division,
Department of Transportation,
201 South Jackson Street, M.S. KSC-TR-0435,
Seattle, WA 98104-0431

B. The Parties' Designated Representatives shall confer to resolve disputes that arise under this Lease as requested by either Party. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.

C. If the Designated Representatives are unable to resolve a dispute, then the appropriate WSDOT Regional Administrator or her/his designee and the General Manager of Metro Transit for TENANT or her/his designee shall confer and exercise good faith to resolve the dispute.

D. If the WSDOT Regional Administrator and the General Manager of Metro Transit are unable to resolve the dispute, then the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame the Parties are willing to discuss the disputed issue(s).

E. Each Party shall bring to the mediation session, unless excused from doing so by the mediator, a representative from its side with full settlement authority. In addition, each Party shall bring counsel and such other persons as needed to contribute to a resolution of the dispute. The mediation process shall be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such negotiations from later discovery or use in evidence; provided, that any settlement agreement as may be executed by the Parties shall not be considered confidential and may be disclosed. Each Party shall pay its own costs for mediation and share equally in the cost of the mediator (TENANT – 50%; WSDOT – 50%). If other persons or entities also participate as independent parties to the mediation then the cost of the mediator shall be divided equally among all of the participating parties. The venue for the mediation shall be in Olympia, Washington, unless the Parties mutually agree in writing to a different location.

F. If the Parties cannot mutually agree as to the appropriateness of mediation, as to the mediation process, or as to who shall serve as mediator, or the mediation is not successful, then either Party may institute a legal action in the County of Thurston, State of Washington, unless the Parties mutually agreed in writing to another venue. The Parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

25. NONWAIVER. No failure on the part of either Party to enforce any covenant or provision herein contained, nor any waiver of any right hereunder by either Party, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of either Party to enforce the same in the event of any subsequent breach or default.

26. COOPERATION IN EXECUTION OF SUBSEQUENT DOCUMENTS. WSDOT and TENANT agree to cooperate in executing any documents necessary to protect the rights of the Parties and not inconsistent with the rights granted by this Lease.

27. APPROVALS. Unless otherwise expressly stated herein, where a Party hereto has a right of approval hereunder, such approval shall not be unreasonably withheld, conditioned, or delayed.

28. ASSIGNMENT.

A. Except as otherwise provided in this Lease, TENANT may not assign, sublet, license or transfer any rights created by this Lease without WSDOT's express prior written consent.

B. WSDOT has reviewed and further authorizes TENANT to enter into a written agreement substantially in the form of **Exhibit J** attached hereto and by this reference incorporated herein, to license SOUND TRANSIT to use the Premises for SOUND TRANSIT's public transportation purposes and specifically for bus stations and related purposes.

29. VENUE. TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court, and all actions or suits thereon shall be brought therein, unless the Parties mutually agree otherwise, in writing.

30. ATTORNEY FEES. In the event of any controversy, claim, or dispute arising out of this Lease, each Party shall be solely responsible for the payment of its own attorney's fees and costs.

31. NON-APPLICABILITY OF RELOCATION ASSISTANCE. TENANT acknowledges that the signing of this Lease does not entitle TENANT to assistance under the Uniform Relocation and Real Property Acquisition Policy (Ch. 8.26 RCW).

32. CONDEMNATION. The Premises shall not be considered as part of or as contributing to the use of any adjoining or other properties owned, used, or controlled by the TENANT in the event such other property or property rights of the TENANT are subject to condemnation subsequent to the execution of this Lease.

33. RECITALS; EXHIBITS AND ATTACHMENTS.

A. Recitals. The Recitals set forth in this Lease herein are hereby incorporated into this Lease.

B. Exhibits and attachments. All exhibits, attachments, and documents referenced in this Lease are hereby incorporated into this Lease.

34. INTERPRETATION. This Lease shall be construed in accordance with the laws of the State of Washington, without reference to its conflicts of law rules or choice of law provisions. The titles to paragraphs or sections of this Lease are for convenience only, and shall have no effect on the construction or interpretation of any paragraph hereof.

35. SEVERABILITY. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

36. INTEGRATION; TOTALITY OF AGREEMENT. This Lease and all the Exhibits attached thereto contain all the agreements and conditions made between the Parties regarding the subject matter hereof and may not be modified verbally or in any manner other than by an agreement in writing signed by all Parties thereto. It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by TENANT or by WSDOT, except to the extent that the same are expressed in this Lease. In the event of a conflict between the terms and conditions of this Lease and any of the attached exhibits, then the terms and conditions of this Lease shall control and only those exhibits that are specifically incorporated into this Lease shall be considered a part hereof. Except as may otherwise be required by law, the Parties agree that all other exhibits not specifically incorporated into this Lease are attached only for historic or reference purposes.

37. INDEPENDENT CAPACITY. TENANT shall be deemed an independent contractor for all purposes, and the employees of TENANT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of WSDOT. WSDOT shall be deemed an independent contractor for all purposes, and the employees of WSDOT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TENANT.

38. BINDING AGREEMENT. This Lease shall not become binding upon WSDOT unless and until executed for WSDOT by the Secretary of Transportation or her duly authorized representative.

39. NOTICES.

A. Wherever in this Lease written notices are to be given or made, including but not limited to notices of default, or of a Force Majeure Event, and notices regarding the reporting and correction of defects covered under warranty, but excluding Routine Communications as defined in Section 23 and Dispute Resolution Notices as defined in Section 24 above, such notice shall be personally served by legal messenger, sent by certified or overnight U.S. mail, or delivered by reputable national overnight delivery service, and addressed to the appropriate Party at the addresses provided herein, unless a different address is designated in writing or delivered to the other Party.

B. Notices other than Routine Communications or Dispute Resolution Notices shall be given to the individuals listed below:

(1) TENANT: Manager, Design & Construction Section, Metro Transit Division, Department of Transportation, 201 South Jackson Street, M.S. KSC-TR-0435, Seattle, WA 98104.

(2) WSDOT: (Mailing Address) - Department of Transportation, Attn: Property Management Program Manager, P.O. Box 47338, Olympia, WA 98504-7338; (Physical Address) – Department of Transportation, Attn: Property Management Program Manager, 7345 Linderson Way S.W., Tumwater, WA 98501

C. Either Party may, from time to time, by notice in writing served upon the other Party as required herein, designate an additional and/or a different mailing address or an additional and/or different person to whom notices other than Routine Communications are to thereafter to be addressed.

40. AUTHORIZED SIGNATURES. The undersigned acknowledges that they are authorized to execute this Lease and bind their respective agencies to the obligations set forth herein.

41. NO THIRD PARTY BENEFICIARIES. This Lease creates no right, privilege, duty, obligation, cause of action, or other interest in any person or entity not a party to it.

42. COUNTERPARTS. This Lease may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

43. CONSTRUCTION. The Parties hereby acknowledge and agree that:

(1) Each Party hereto is of equal bargaining strength;

(2) Each Party has actively participated in the drafting, preparation and negotiation of this Lease;

(3) Each Party has consulted with its legal counsel and such other professional advisors as such Party has deemed appropriate, or had the opportunity to do so in relation to any and all matters contemplated under this Lease;

(4) Each Party and its counsel and advisors have reviewed this Lease, or had the opportunity to do so;

(5) Each Party has agreed to enter into this Lease following such review and the rendering of such advice; and

(6) Any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Lease, or any portion hereof, or any amendments hereto.

44. SURVIVAL. Any terms and provisions of this Lease pertaining to rights, duties or obligations extending beyond the expiration or termination of this Lease, and all outstanding or remaining obligations accrued prior to the end of the Term, shall survive the end of the Term.

45. POLICE POWERS. Nothing contained in this Lease shall be considered or interpreted to diminish the governmental or police powers of King County or the State of Washington.

[PROCEED TO NEXT PAGE FOR SIGNATURES]

SIGNATURES

KING COUNTY

**WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION**

By: _____
Kevin Desmond
Metro Transit General Manager

By _____
Pasco Bakotich III, P.E.
Director and State Design Engineer,
Development Division

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Andrew Marcuse,
Sr. Deputy Prosecuting
Attorney

By _____
Susan Cruise
Assistant Attorney General

Date: _____

Date: _____

NOTARY BLOCKS FOLLOW

COUNTY ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the duly appointed _____ and that he/she executed the within and foregoing instrument and acknowledged the said instrument to be free and voluntary act and deed of said _____, for the uses and purposes therein set forth, and on oath states that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the _____ day of _____, 20____.

Notary Public in and for the State of Washington

Residing at _____

My commission expires _____

Print Name _____

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this _____ day of _____, 20____, before me personally appeared Pasco Bakotich III, to me known to be the duly appointed Director and State Design Engineer, Development Division, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the _____ day of _____, 20____.

Notary Public in and for the State of Washington

Residing at _____

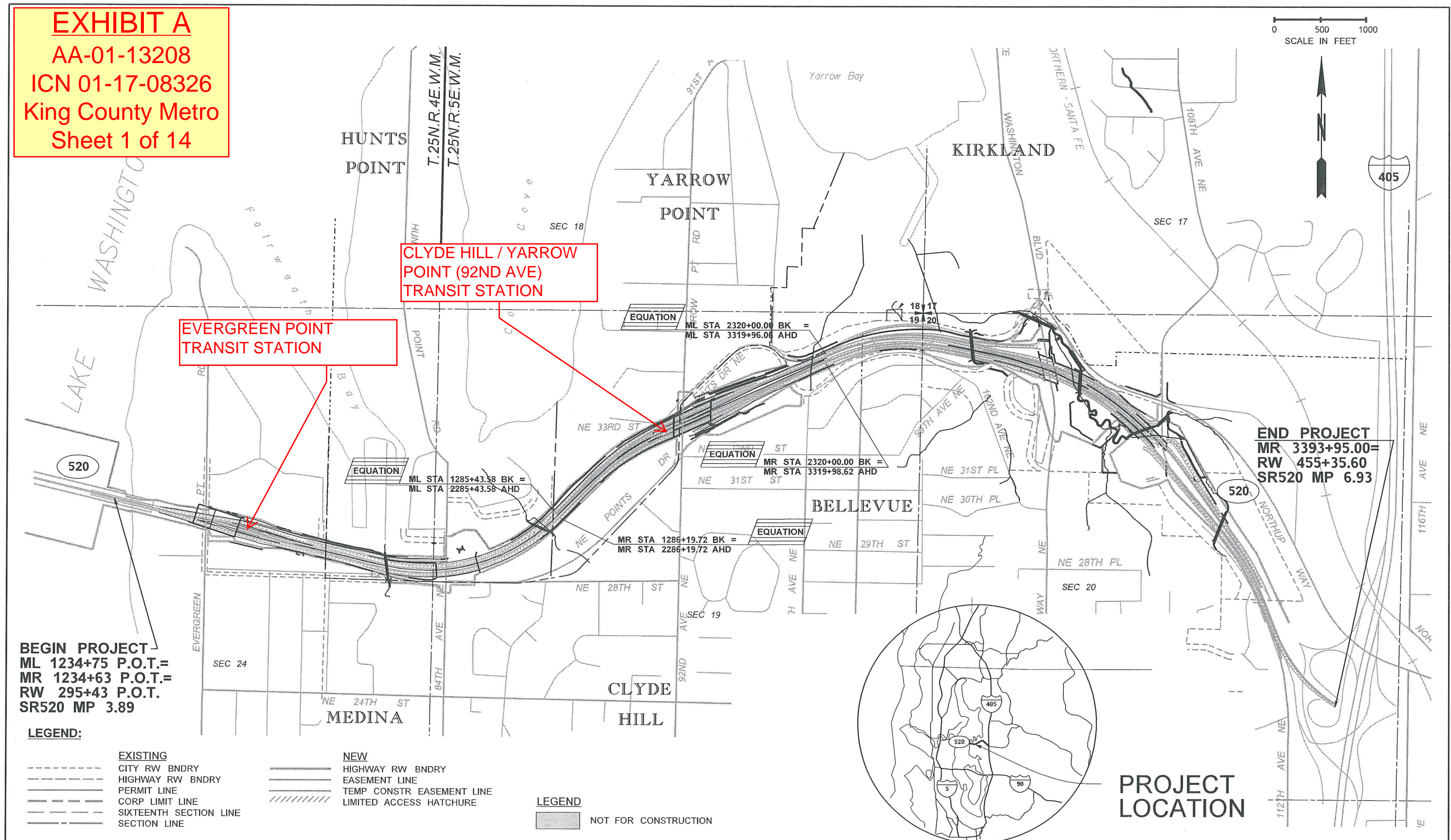
My commission expires _____

Print Name _____


EXHIBITS

- A. Real Property/Premises Depiction
- B. Memorandum of Understanding between the Washington State Department of Highways and the Municipality of Metropolitan Seattle for the design, construction, development and maintenance of Metro “flyer stops” entered into on May 21, 1974.
- C. Agreement GC 4688 between the State and the Municipality of Metropolitan Seattle entered into August 23, 1977 concerning construction of a flyer stop facility at Yarrow Point and Clyde Hill and Supplement #1 Agreement GC 4688 entered into May 30, 1978.
- D. Maintenance Agreement GC 4687 between the State and the Municipality of Seattle entered into August 23, 1977 concerning flyer stop facilities on State highway right of way.
- E. Agreement GM 989 between the State and the Municipality of Metropolitan Seattle entered into March 15, 1979 concerning the 76th Ave. NW – 84th Ave. NE flyer stop on SR 520 and Amendment No. 1 by letter dated May 1, 1979.
- F. Agreement GCA 6531 between County and State For Design and Construction of the SR520 Medina to SR 202; Eastside Transit and HOV Project with effective date of September 6, 2012.
- G. Agreement GCA 6532 between County and State For the King County Project Coordinator and Technical Reviewers for the SR520 Medina to SR 202; Eastside Transit and HOV Project with effective date of September 6, 2012, as amended by its First Amendment dated October 21, 2013.
- H. Depiction of SR 520 Lids at 92 Ave. N.E. and Evergreen Point Rd.
- I. Maintenance Responsibility Matrix,
- J. License SR 520 Inline Stations
- K. Letter of Notification as to Commencement Date of the Lease


ICN 01-17-08326
King County Metro
Sheet 1 of 14




FILE NAME: c:\pw_working\sr520\pwolfdms00142\ECC7963_PS_VM_01.dgn		REGION NO.		STATE	FED.AID PROJ.NO.	
TIME: 10:27:23 AM	RELEASE FOR CONSTRUCTION RECORD			10	WASH	(AC)NH-0520(046)
DATE: 6/9/2011	ROUGH GRADING PACKAGE 1	0	JOB NUMBER		LOCATION NO.	
PLOTTED BY: pwolf			10A027		XL3390	
DESIGNED BY: A. SHUPIEN			CONTRACT NO.			
ENTERED BY: D.FRANKUMP.WOLF			7963			
CHECKED BY: M.ROHILA						
DQAM AUDIT DATE: 5/6/10 1/4						
DESIGN MGR: B. STEIN	DESCRIPTION	DATE	NO.			



6/10/11



Washington State
Department of Transportation



Eastside Corridor Constructors

SR 520

MEDINA TO SR 405 VICINITY
EASTSIDE TRANSIT AND HOV

VICINITY MAP

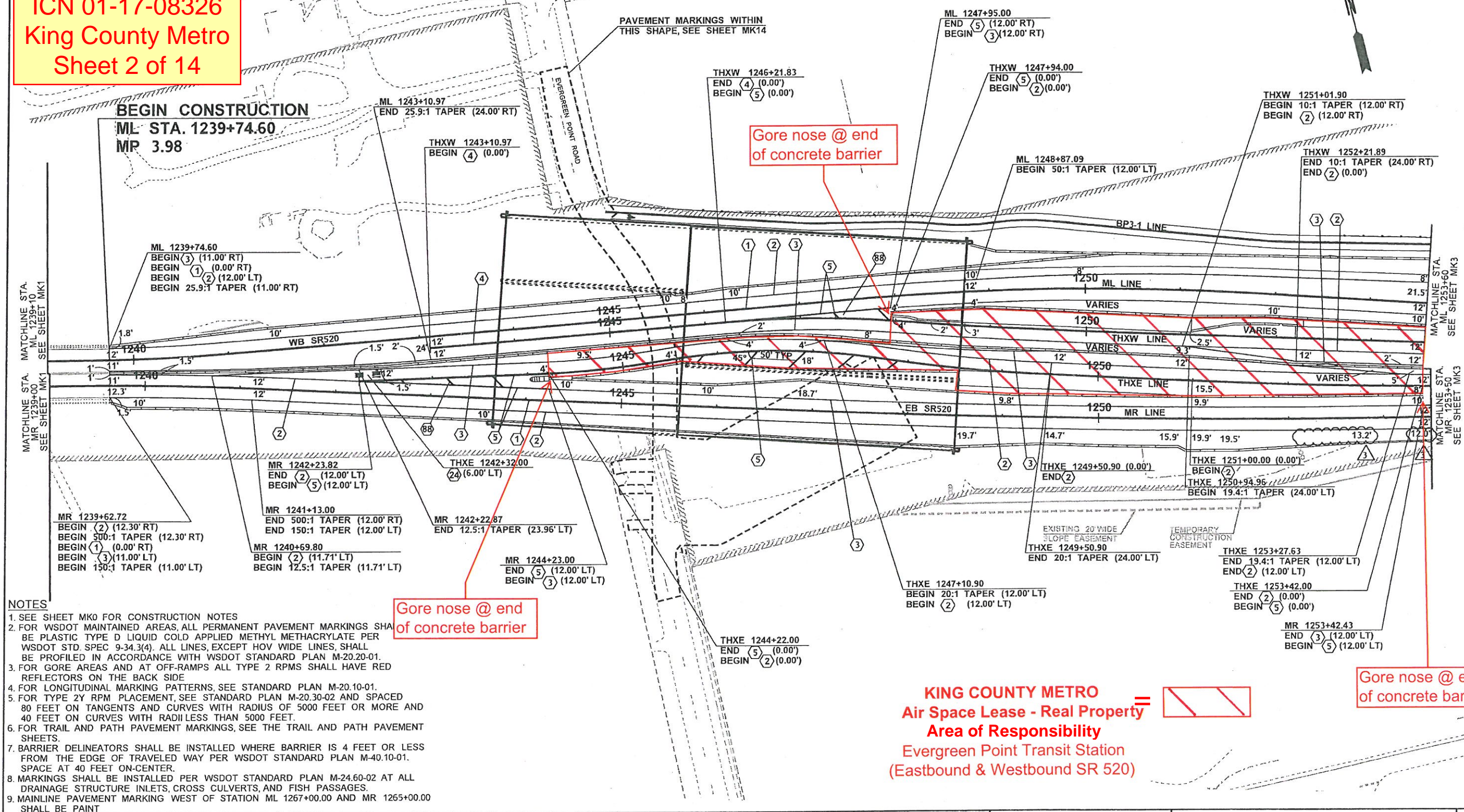
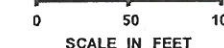
Plot 1

PLAN REF NO
VM1




SHEET
OF
SHEETS

EXHIBIT A
AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 2 of 14

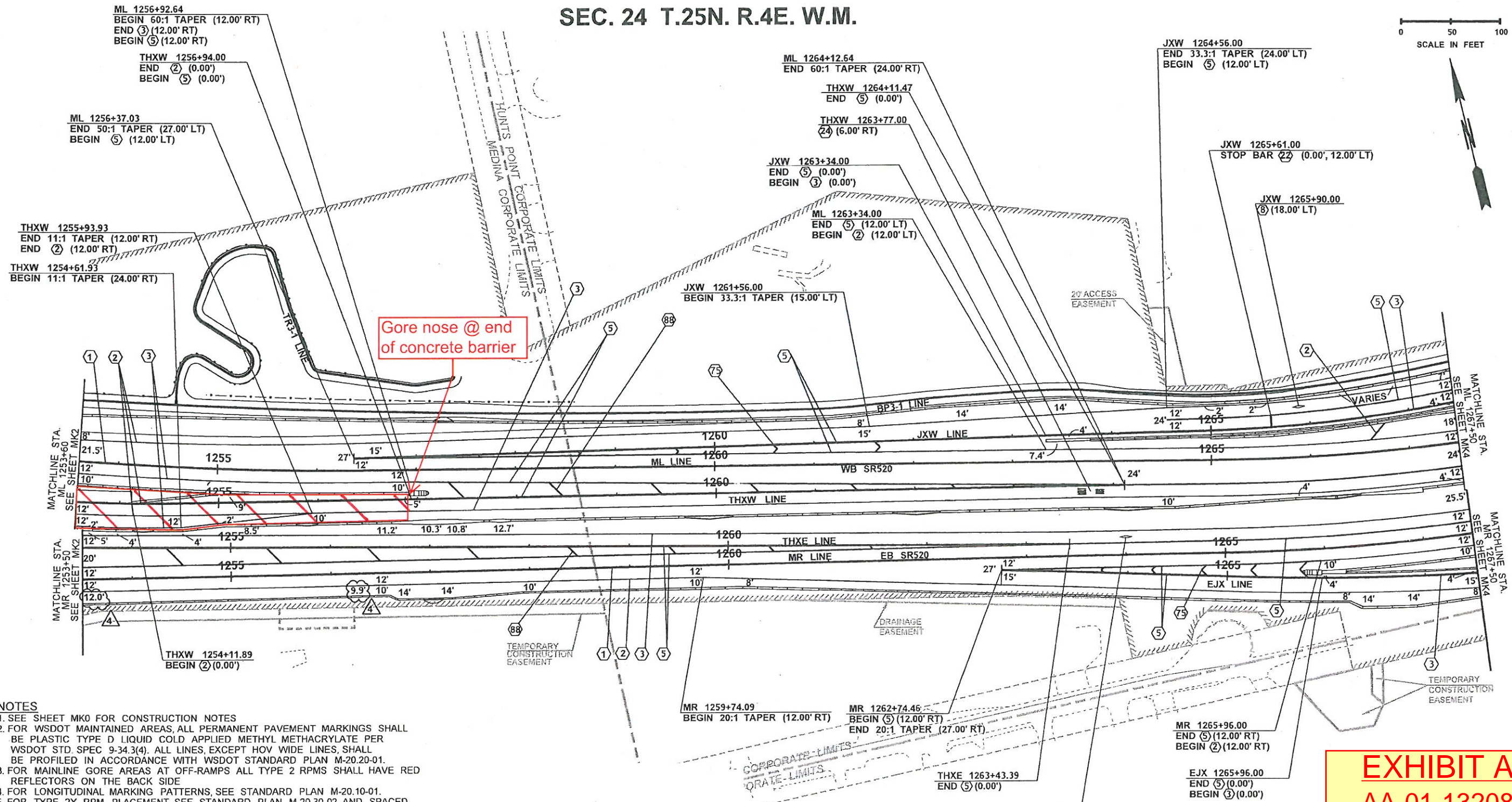
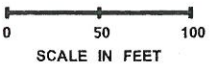
SEC. 24 T.25N. R.4E. W.M.



KING COUNTY METRO
Air Space Lease - Real Property
Area of Responsibility
Evergreen Point Transit Station
(Eastbound & Westbound SR 520)

FILE NAME c:\pw_working\sr520\mtoy\dms001871\EC7963 PS_MK_02.dgn TIME 4:37:14 PM DATE 6/6/2012 PLOTTED BY mtoy DESIGNED BY A. SCHMIDTMAN ENTERED BY D.FRANKUM/P.WOLF CHECKED BY M. TOY DQAM AUDIT DATE: 6/10/12 DESIGN MGR: B. STEIN 6/6/12										RELEASE FOR CONSTRUCTION RECORD NOISEWALL 1 / 3-30 REVISIONS, N197 FB&LCHANGES, N124 FPD- WEST SECTION, N57; MK NOTES UPDATE, N8 RG1, P14a, RFC				REGION NO. 10 STATE WASH JOB NUMBER 10A027 CONTRACT NO. 7963		FED.AID PROJ.NO. (AC)NH-0520(046) LOCATION NO. XL3390		  		SR 520 MEDINA TO SR 405 VICINITY EASTSIDE TRANSIT AND HOV PAVEMENT MARKING PLAN		Plot 1 PLAN REF NO. MK2 SHEET OF SHEETS	
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SEC. 24 T.25N. R.4E. W.M.



- NOTES**
- 1. SEE SHEET MK0 FOR CONSTRUCTION NOTES
 - 2. FOR WSDOT MAINTAINED AREAS, ALL PERMANENT PAVEMENT MARKINGS SHALL BE PLASTIC TYPE D LIQUID COLD APPLIED METHYL METHACRYLATE PER WSDOT STD. SPEC 9-34.3(4). ALL LINES, EXCEPT HOV WIDE LINES, SHALL BE PROFILED IN ACCORDANCE WITH WSDOT STANDARD PLAN M-20.20-01.
 - 3. FOR MAINLINE GORE AREAS AT OFF-RAMPS ALL TYPE 2 RPMS SHALL HAVE RED REFLECTORS ON THE BACK SIDE
 - 4. FOR LONGITUDINAL MARKING PATTERNS, SEE STANDARD PLAN M-20.10-01.
 - 5. FOR TYPE 2Y RPM PLACEMENT, SEE STANDARD PLAN M-20.30-02 AND SPACED 80 FEET ON TANGENTS AND CURVES WITH RADIUS OF 5000 FEET OR MORE AND 40 FEET ON CURVES WITH RADIUS LESS THAN 5000 FEET.
 - 6. FOR TRAIL AND PATH PAVEMENT MARKINGS, SEE THE TRAIL AND PATH PAVEMENT SHEETS.
 - 7. BARRIER DELINEATORS SHALL BE INSTALLED WHERE BARRIER IS 4 FEET OR LESS FROM THE EDGE OF TRAVELED WAY PER WSDOT STANDARD PLAN M-40.10-01. SPACE AT 40 FEET ON-CENTER.
 - 8. MARKINGS SHALL BE INSTALLED PER WSDOT STANDARD PLAN M-24.60-02 AT ALL DRAINAGE STRUCTURE INLETS, CROSS CULVERTS, AND FISH PASSAGES.
 - 9. MAINLINE PAVEMENT MARKING WEST OF STATION ML 1267+00.00 AND MR 1265+00.00 SHALL BE PAINT

KING COUNTY METRO =
Air Space Lease - Real Property
Area of Responsibility
Evergreen Point Transit Station
(Eastbound & Westbound SR 520)

EXHIBIT A
AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 3 of 14



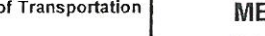
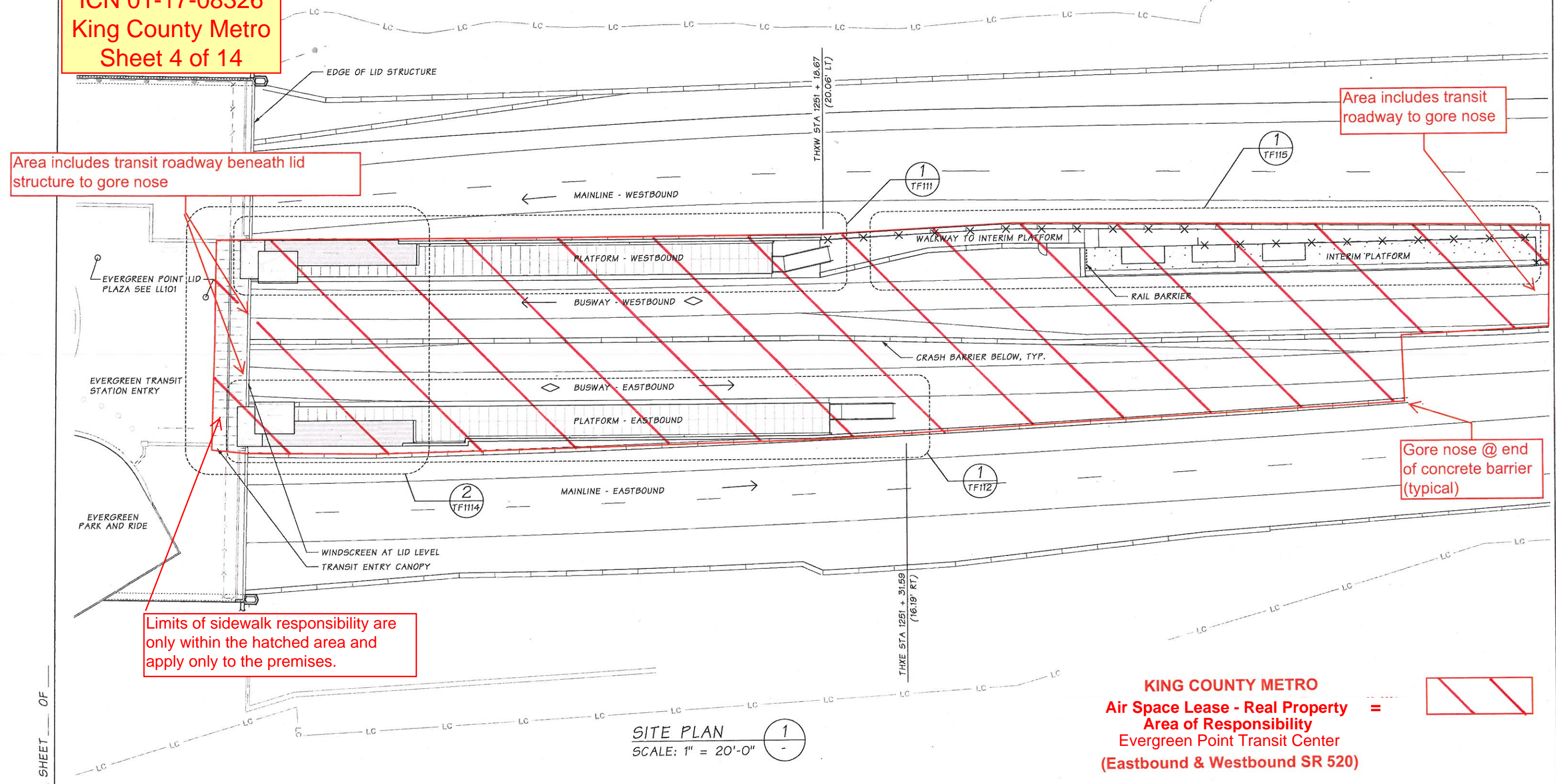
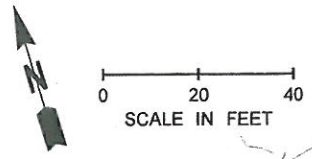
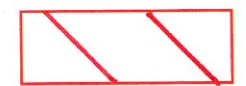
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TIME 4:38:15 PM		RELEASE FOR CONSTRUCTION RECORD				10 WASH		(AC)NH-0520(046)				MEDINA TO SR 405 VICINITY		PLAN REF NO
DATE 6/6/2012						JOB NUMBER 10A027						EASTSIDE TRANSIT AND HOV		MK3
PLOTTED BY mtoy		NOISE WALL 1 / 3-30 REVISIONS, N197		6/5/12		CONTRACT NO. 7963		LOCATION NO. XL3390				PAVEMENT MARKING PLAN		SHEET
DESIGNED BY A. SCHMIDTMAN		MISC. UNGRAY, N127		3/2/12									OF	
ENTERED BY D.FRANKUMP.WOLF		FINAL PAVING DETAILS - WEST SECTION, N57		12/21/11									SHEETS	
CHECKED BY M. TOY		RG2c, P14d, ADDED ROUGH GRADING 2c AREA		9/1/11										
DQAM AUDIT DATE: 6/16/12		RG1, P14a, RFC		6/10/11										
DESIGN MGR: B. STEIN		DESCRIPTION				DATE		NO.						

EXHIBIT A
AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 4 of 14



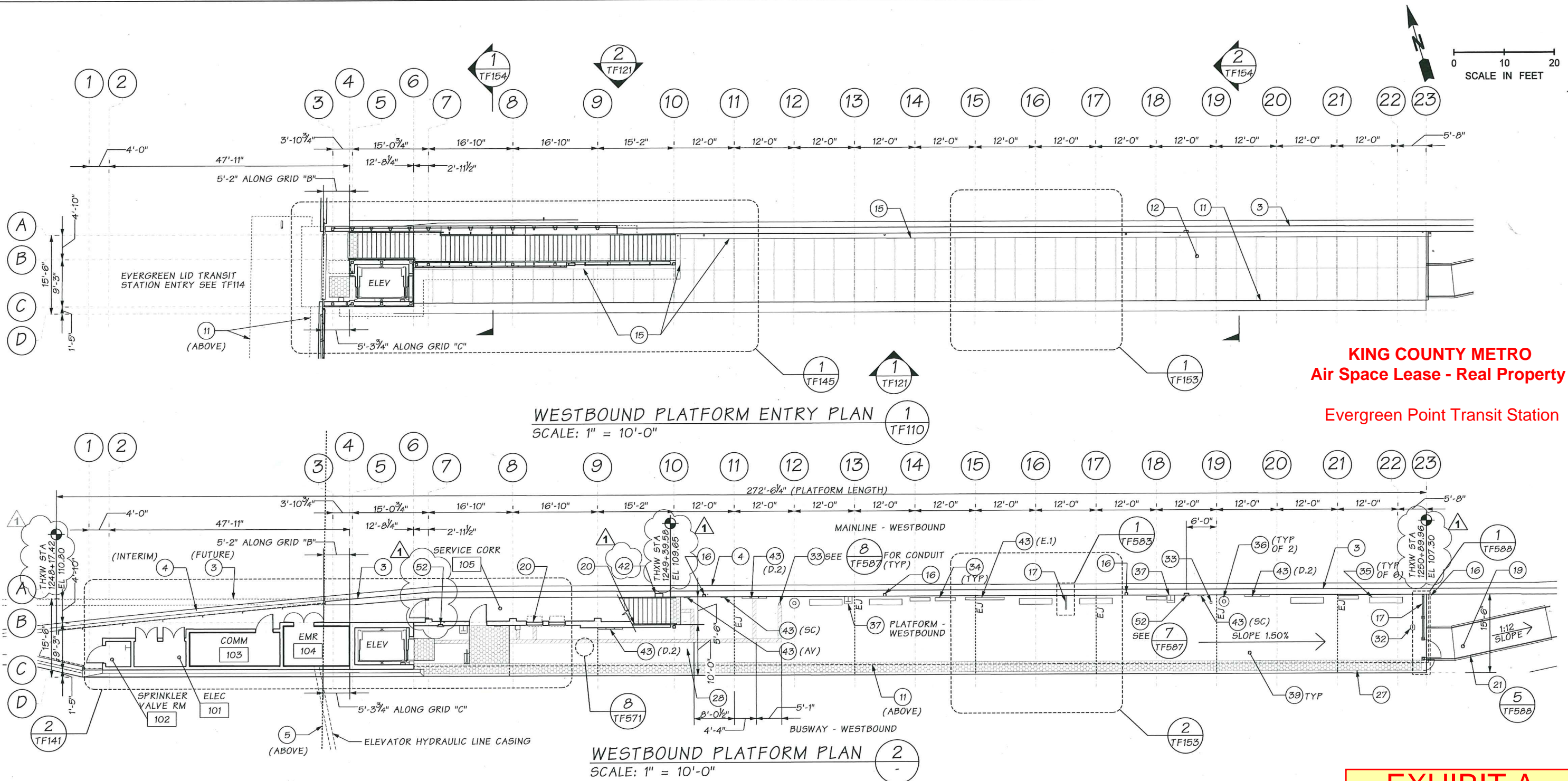
SITE PLAN
SCALE: 1" = 20'-0"

KING COUNTY METRO
Air Space Lease - Real Property
Area of Responsibility
Evergreen Point Transit Center
(Eastbound & Westbound SR 520)



SR 520 JOB NO. 7963 SHEET 4 OF 14

FILE NAME: c:\pw_working\sr520\tharkin\ldms00664\EC7963_PS_TF_SITE_EG		RELEASE FOR CONSTRUCTION RECORD		REGION NO.	STATE	FED.AID PROJ.NO.	3807			SR 520 MEDINA TO SR 405 VICINITY EASTSIDE TRANSIT AND HOV EVERGREEN POINT TRANSIT STATION	PLAN REF NO
TIME: 4:53:44 PM	DATE: 1/19/2012			10	WASH	(AC)NH-0520(046)					TF110
PLOTTED BY: timothy.harkin	DESIGNED BY: G. HILL			JOB NUMBER					SITE PLAN		SHEET
ENTERED BY: T. COHEN	CHECKED BY: Y. LEE			10A027							OF
QA/QC AUDIT DATE: 1/23/12	EVERGREEN TRANSIT STATION DESIGN, P31c2, RFC	01/20/12	0	CONTRACT NO.							SHEETS
DESIGN MGR: B. STEIN	DESCRIPTION	DATE	NO.	7963		XL3390					



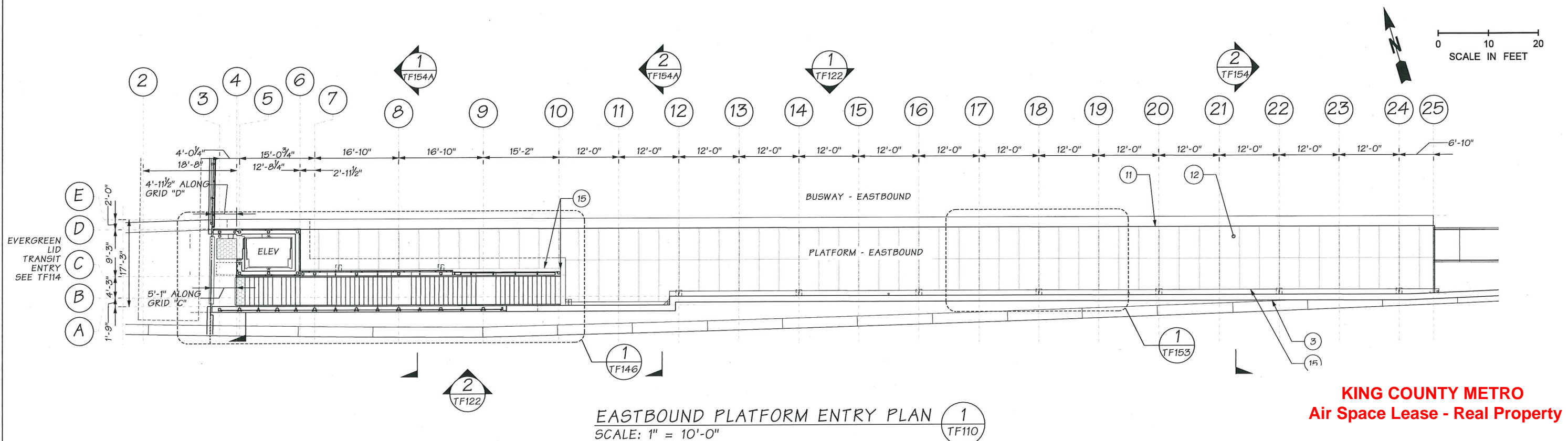
KING COUNTY METRO
Air Space Lease - Real Property

Evergreen Point Transit Station

EXHIBIT A
AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 5 of 14

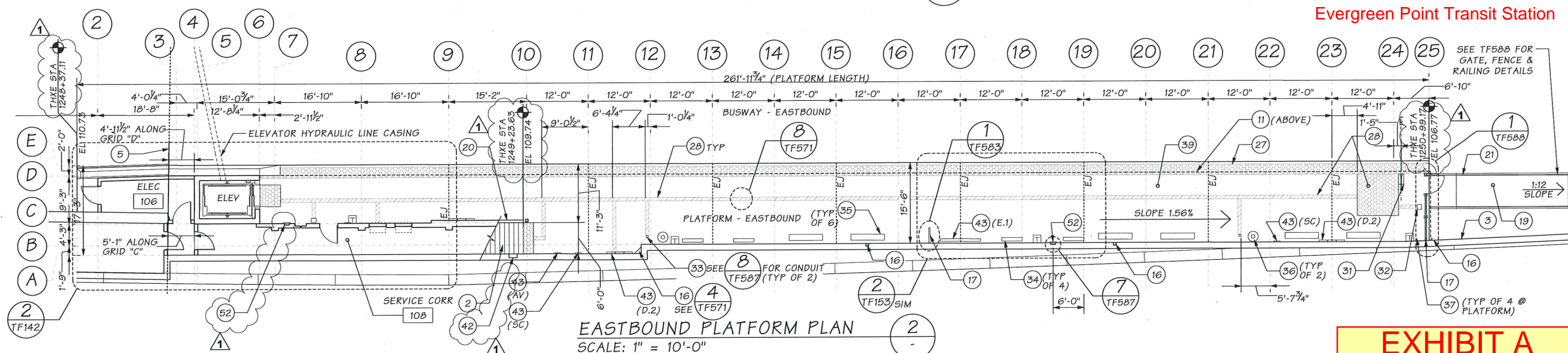
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|-------------------------|-------------------------------|-----------------------|-------------------------|-----------------|--------------------------|---------------------------------------|---|----------------------|-------------------------------|------------------------|
| 1 CIPC | 6 STEEL STRUCTURE | 11 EDGE OF CANOPY | 16 DOWNSPOUT | 21 HANDRAIL | 26 ACOUSTIC PANEL | 31 C2 KING COUNTY POLE & FLAG (N.I.C) | 36 TRASH RECEPTACLE (N.I.C) | 41 CIPC HAUNCH | 46 SEISMIC JOINT, SEE STRUCT | 51 CCTV CAMERA (N.I.C) |
| 2 PCC STAIR | 7 CURTAIN WALL W/ METAL MESH | 12 GLAZED CANOPY | 17 PLATFORM WINDSCREEN | 22 GATE | 27 TACTILE PLATFORM EDGE | 32 PATRON EMERGENCY STATION | 37 HOSE BIB | 42 STANDPIPE CABINET | 47 CMU | 52 FEC |
| 3 CRASH WALL | 8 CURTAIN WALL W/O METAL MESH | 13 METAL ROOFING | 18 LID LEVEL WINDSCREEN | 23 FENCE | 28 TACTILE WAYFINDING | 33 ORCA CARD READER (N.I.C) | 38 NOT USED | 43 SIGNAGE (N.I.C) | 48 ELECTRICAL METER, SEE ELEC | |
| 4 CRASH BARRIER | 9 METAL PANEL | 14 SINGLE PLY ROOFING | 19 ACCESS WALKWAY | 24 DOOR & FRAME | 29 TACTILE THRESHOLD | 34 LEANING RAIL (N.I.C) | 39 BROOM FINISH CIPC W/ TOOLED JT PATTERN | 44 STANDPIPE | 49 FUTURE VMS (N.I.C) | |
| 5 EDGE OF LID STRUCTURE | 10 METAL FASCIA | 15 GUTTER | 20 GUARDRAIL | 25 LOUVER | 30 FUTURE TVM (N.I.C) | 35 BENCH (N.I.C) | 40 DECORATIVE CIPC REVEAL | 45 STAIR RUNNEL | 50 SPEAKER (N.I.C) | |

FILE NAME: c:\pw_working\sr520\cohen\dms00664\ECCT7963_PS_TF_PLNWB_EG.dgn TIME: 2:58:25 PM DATE: 4/9/2012 PLOTTED BY: tcohen DESIGNED BY: G. HILL ENTERED BY: T. COHEN CHECKED BY: Y. LEE DQAM AUDIT DATE: 4/11/12 DESIGN MGR: B. STEIN		RELEASE FOR CONSTRUCTION RECORD P31c2, GLAZING REVISIONS, N17B EVERGREEN TRANSIT STATION DESIGN, P31c2, RFC DESCRIPTION		REGION NO. 10 STATE WASH JOB NUMBER 10A027 CONTRACT NO. 7963	FED.AID PROJ.NO. (AC)NH-0520(046) LOCATION NO. XL3390	REGISTERED ARCHITECT GREGORY L. HILL STATE OF WASHINGTON	Washington State Department of Transportation Eastside Corridor Constructors	SR 520 MEDINA TO SR 405 VICINITY EASTSIDE TRANSIT AND HOV EVERGREEN POINT TRANSIT STATION WESTBOUND PLATFORM PLANS	PLAN REF NO TF111 SHEET OF SHEETS
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KING COUNTY METRO
Air Space Lease - Real Property

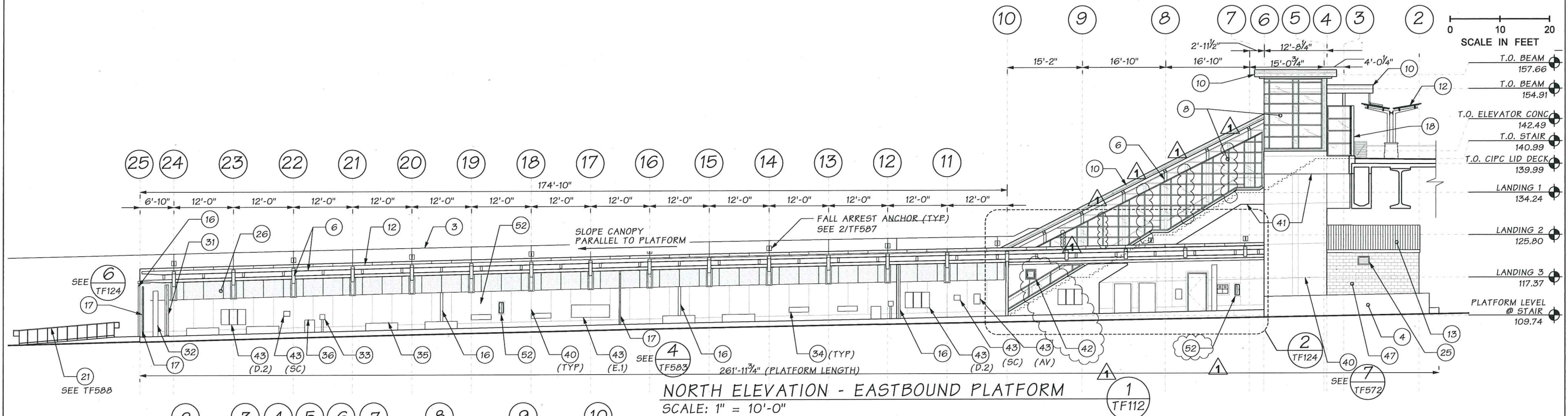
Evergreen Point Transit Station



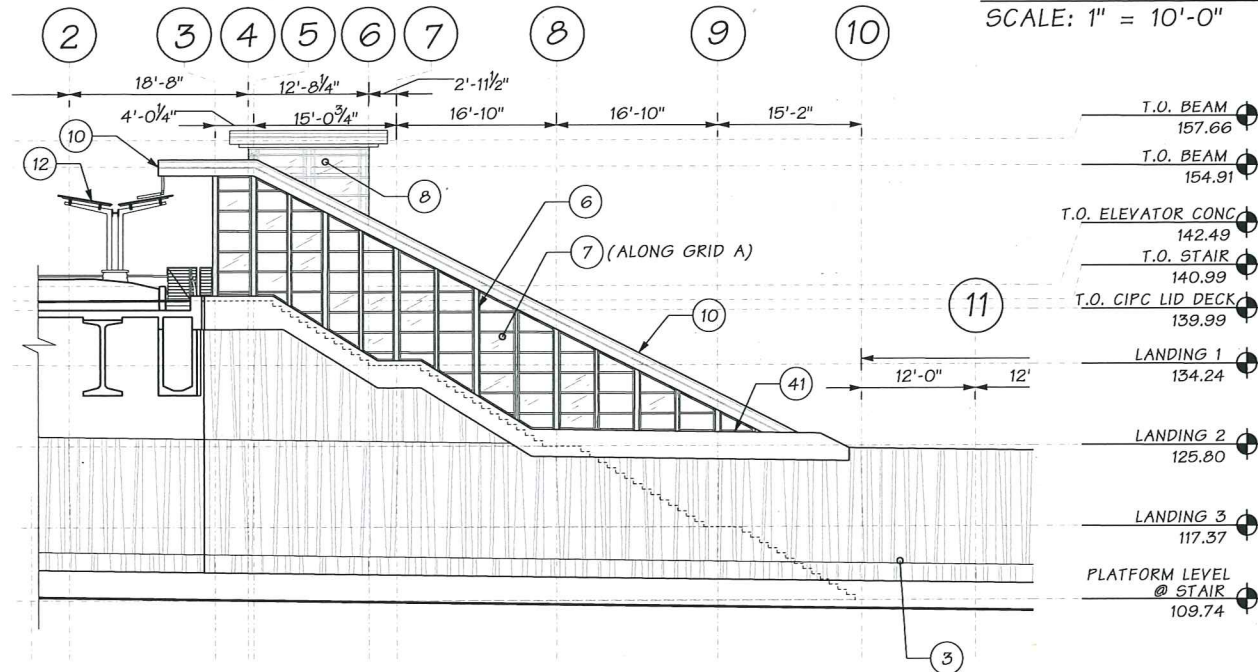
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|-------------------------|-------------------------------|-----------------------|-------------------------|-----------------|--------------------------|---------------------------------------|---|----------------------|-------------------------------|------------------------|
| 1 CIPC | 6 STEEL STRUCTURE | 11 EDGE OF CANOPY | 16 DOWNSPOUT | 21 HANDRAIL | 26 ACOUSTIC PANEL | 31 C2 KING COUNTY POLE & FLAG (N.I.C) | 36 TRASH RECEPTACLE (N.I.C) | 41 CIPC HAUNCH | 46 SEISMIC JOINT, SEE STRUCT | 51 CCTV CAMERA (N.I.C) |
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EXHIBIT A
AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 6 of 14

FILE NAME: c:\pw_working\sr520\lcohen\dms00664\ECCT963_PS_TF_PLNEB_EG.dgn		REGION NO. 10		STATE WASH	FED.AID PROJ.NO. (AC)NH-0520(046)			SR 520 MEDINA TO SR 405 VICINITY EASTSIDE TRANSIT AND HOV EVERGREEN POINT TRANSIT STATION	PLAN REF NO. TF112
TIME: 2:59:45 PM	RELEASE FOR CONSTRUCTION RECORD		JOB NUMBER 10A027		SHEET OF SHEETS				
DATE: 4/9/2012			CONTRACT NO. 7963						
PLOTTED BY: tcohen			LOCATION NO. XL3390						
DESIGNED BY: G. HILL							EASTBOUND PLATFORM PLANS		
ENTERED BY: T. COHEN									
CHECKED BY: Y. LEE									
DQAM AUDIT DATE: 4/11/12									
DESIGN MGR: B. STEIN	P31c2, GLAZING REVISIONS, N17B		DATE 04/02/12		NO. 0				
		EVERGREEN TRANSIT STATION DESIGN, P31c2, RFC		DATE 01/20/12					



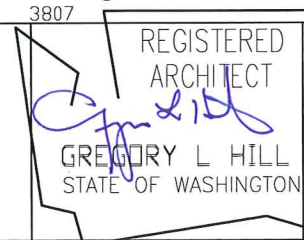
NORTH ELEVATION - EASTBOUND PLATFORM
SCALE: 1" = 10'-0"



SOUTH ELEVATION - EASTBOUND PLATFORM
SCALE: 1" = 10'-0"

- | | | | | | | | | | | |
|-------------------------|-------------------------------|-----------------------|-------------------------|-----------------|--------------------------|---------------------------------------|---|----------------------|-------------------------------|------------------------|
| 1 CIPC | 6 STEEL STRUCTURE | 11 EDGE OF CANOPY | 16 DOWNSPOUT | 21 HANDRAIL | 26 ACOUSTIC PANEL | 31 C2 KING COUNTY POLE & FLAG (N.I.C) | 36 TRASH RECEPTACLE (N.I.C) | 41 CIPC HAUNCH | 46 SEISMIC JOINT, SEE STRUCT | 51 CCTV CAMERA (N.I.C) |
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| 4 CRASH BARRIER | 9 METAL PANEL | 14 SINGLE PLY ROOFING | 19 ACCESS WALKWAY | 24 DOOR & FRAME | 29 TACTILE THRESHOLD | 34 LEANING RAIL (N.I.C) | 39 BROOM FINISH CIPC W/ TOOLED JT PATTERN | 44 STANDPIPE | 49 FUTURE VMS (N.I.C) | |
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FILE NAME:	c:\pw_working\sr520\tcohen\dms00664\ECC7963 PS TF ELEEB EG.dgn	REGION NO.	STATE	FED.AID PROJ.NO.
TIME:	3:02:15 PM	10	WASH	(AC)NH-0520(046)
DATE:	4/9/2012	JOB NUMBER		
PLOTTED BY:	tcohen	10A027		
DESIGNED BY:	G. HILL	CONTRACT NO.		
ENTERED BY:	T. COHEN	7963		
CHECKED BY:	Y. LEE	LOCATION NO.		
DQAM AUDIT DATE:	04/11/12	XL3390		
DESIGN MGR:	B. STEIN			
DESCRIPTION		DATE	NO.	
P31c2, GLAZING REVISIONS, N178		04/02/12	1	
EVERGREEN TRANSIT STATION DESIGN, P31c2, RFC		01/20/12	0	



SR 520
MEDINA TO SR 405 VICINITY
EASTSIDE TRANSIT AND HOV
EVERGREEN POINT TRANSIT STATION
EASTBOUND PLATFORM ELEVATIONS

PLAN REF NO
TF122
SHEET
OF
SHEETS

KING COUNTY METRO
Air Space Lease - Real Property
Evergreen Point Transit Station

EXHIBIT A
AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 8 of 14

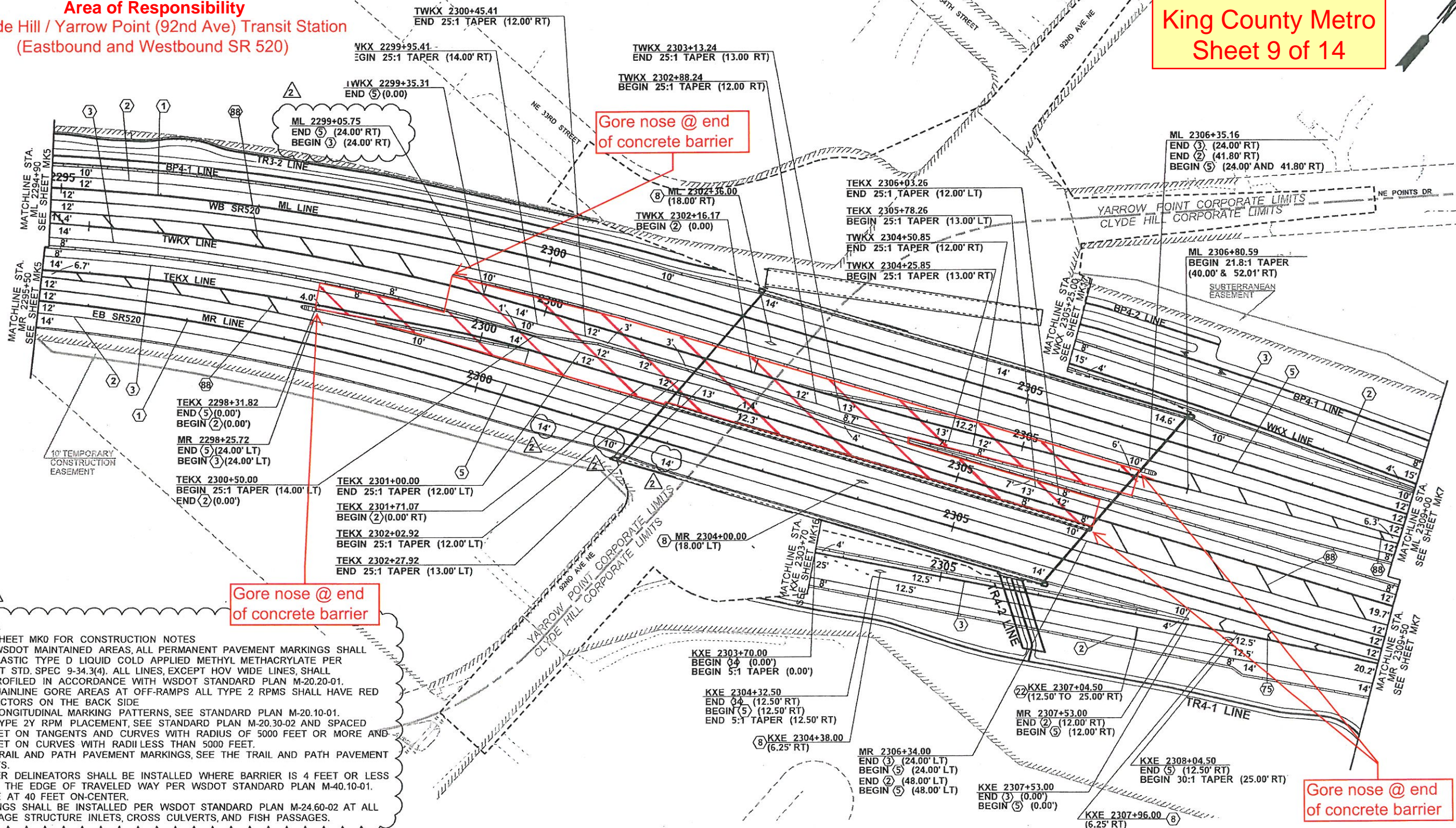
SEC. 19 T.25N. R.5E. W.M.

EXHIBIT A
AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 9 of 14

0 50 100
 SCALE IN FEET

KING COUNTY METRO =
Air Space Lease - Real Property
Area of Responsibility

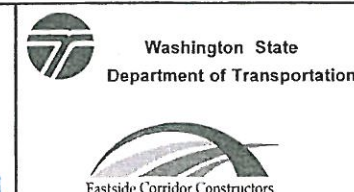
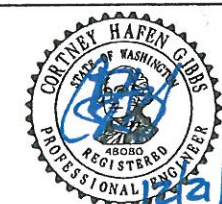
Clyde Hill / Yarrow Point (92nd Ave) Transit Station
 (Eastbound and Westbound SR 520)



NOTES

- SEE SHEET MK0 FOR CONSTRUCTION NOTES
- FOR WSDOT MAINTAINED AREAS, ALL PERMANENT PAVEMENT MARKINGS SHALL BE PLASTIC TYPE D LIQUID COLD APPLIED METHYL METHACRYLATE PER WSDOT STD. SPEC 9-34.3(4). ALL LINES, EXCEPT HOV WIDE LINES, SHALL BE PROFILED IN ACCORDANCE WITH WSDOT STANDARD PLAN M-20.20-01.
- FOR MAINLINE GORE AREAS AT OFF-RAMPS ALL TYPE 2 RPMS SHALL HAVE RED REFLECTORS ON THE BACK SIDE
- FOR LONGITUDINAL MARKING PATTERNS, SEE STANDARD PLAN M-20.10-01.
- FOR TYPE 2Y RPM PLACEMENT, SEE STANDARD PLAN M-20.30-02 AND SPACED 80 FEET ON TANGENTS AND CURVES WITH RADIUS OF 5000 FEET OR MORE AND 40 FEET ON CURVES WITH RADIUS LESS THAN 5000 FEET.
- FOR TRAIL AND PATH PAVEMENT MARKINGS, SEE THE TRAIL AND PATH PAVEMENT SHEETS.
- BARRIER DELINEATORS SHALL BE INSTALLED WHERE BARRIER IS 4 FEET OR LESS FROM THE EDGE OF TRAVELED WAY PER WSDOT STANDARD PLAN M-40.10-01. SPACE AT 40 FEET ON-CENTER.
- MARKINGS SHALL BE INSTALLED PER WSDOT STANDARD PLAN M-24.60-02 AT ALL DRAINAGE STRUCTURE INLETS, CROSS CULVERTS, AND FISH PASSAGES.

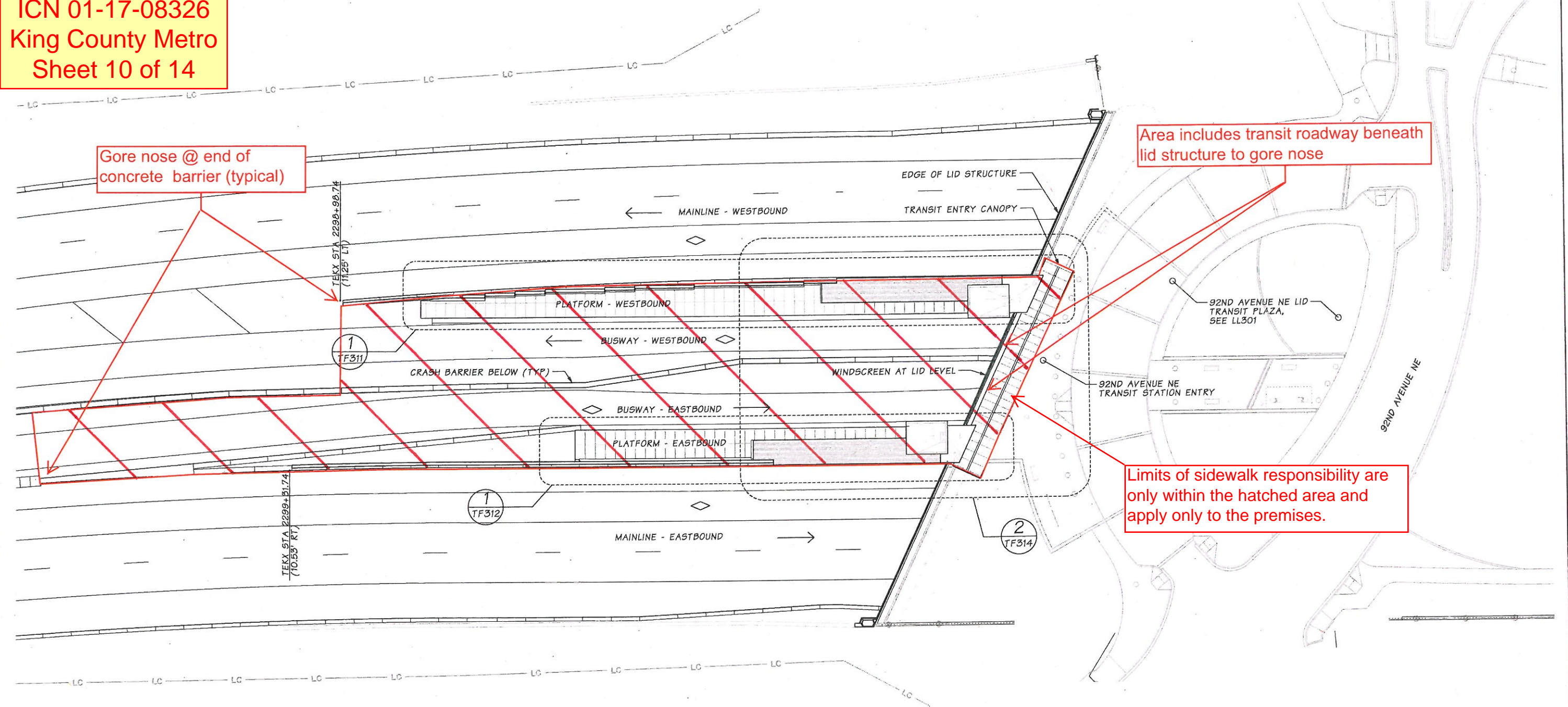
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DESIGNED BY	J.GUERRERO						
ENTERED BY	D.FRANKUMP.WOLF						
CHECKED BY	M.ROHILA						
DQAM AUDIT DATE:	12/21/11						
DESIGN MGR:	B. STEIN						
		FINAL PAVING DETAILS - CENTRAL SECTION, N58	12/21/11				
		RG2b, P14b, ADDED RG 2b AREA, NDC #008	8/16/11				
		RG2a, P14b, RFC	6/30/11				
		DESCRIPTION	DATE	NO.			
					7963	XL3390	



SR 520
MEDINA TO SR 405 VICINITY
EASTSIDE TRANSIT AND HOV
PAVEMENT MARKING PLAN

Plot 1
 PLAN REF NO
MK6
 SHEET
 OF
 SHEETS

AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 10 of 14



SITE PLAN

SCALE: 1" = 20'-0"

KING COUNTY METRO
Air Space Lease - Real Property =
Area of Responsibility
 Clyde Hill / Yarrow Point (92nd Ave) Transit Station
(Eastbound & Westbound SR 520)


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DESIGNED BY: G. HILL				CONTRACT NO.		LOCATION NO.
ENTERED BY: T. COHEN				7963		XL3390
CHECKED BY: Y. LEE						
DQAM AUDIT DATE: <i>1/31/12</i>	92nd TRANSIT STATION DESIGN, P31c4, RFC	01/27/12	0			
DESIGN MGR: B. STEIN <i>2/5 2/12/12</i>	DESCRIPTION	DATE	NO.			

REGISTERED ARCHITECT


[Signature]

GREGORY L HILL

STATE OF WASHINGTON



Washington State
Department of Transportation



Eastside Corridor Constructors

SR 520

MEDINA TO SR 405 VICINITY

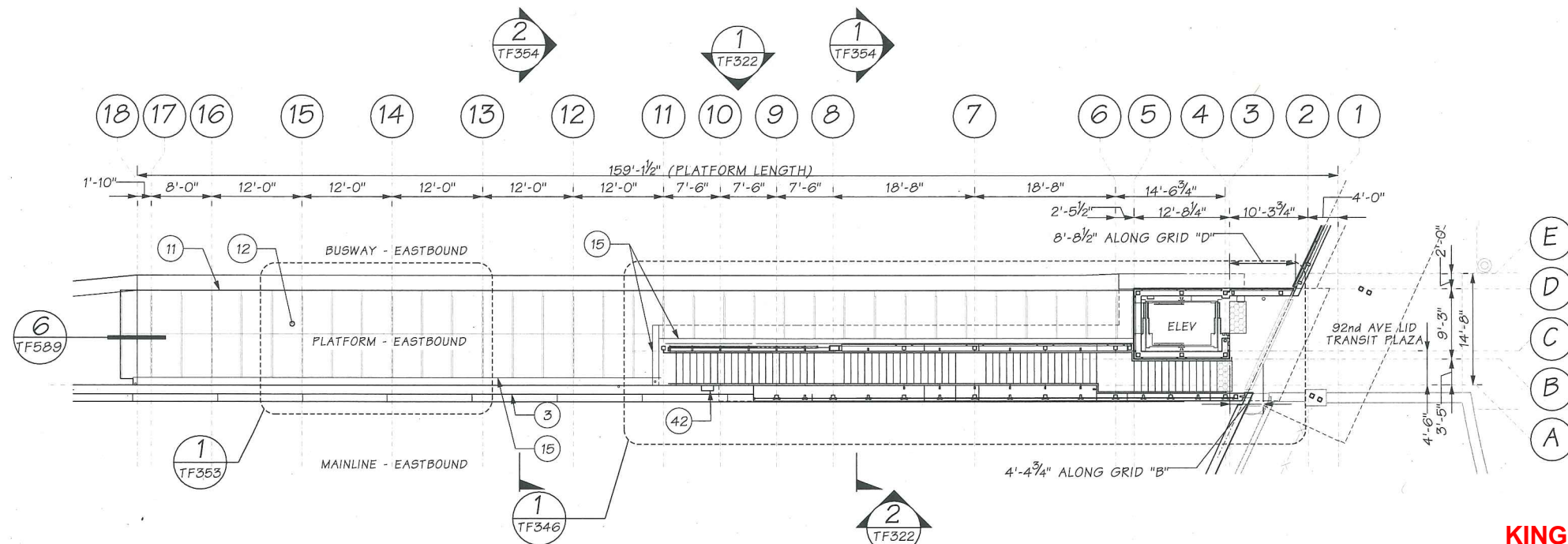
EASTSIDE TRANSIT AND HOV

92nd AVENUE NE TRANSIT STATION

SITE PLAN

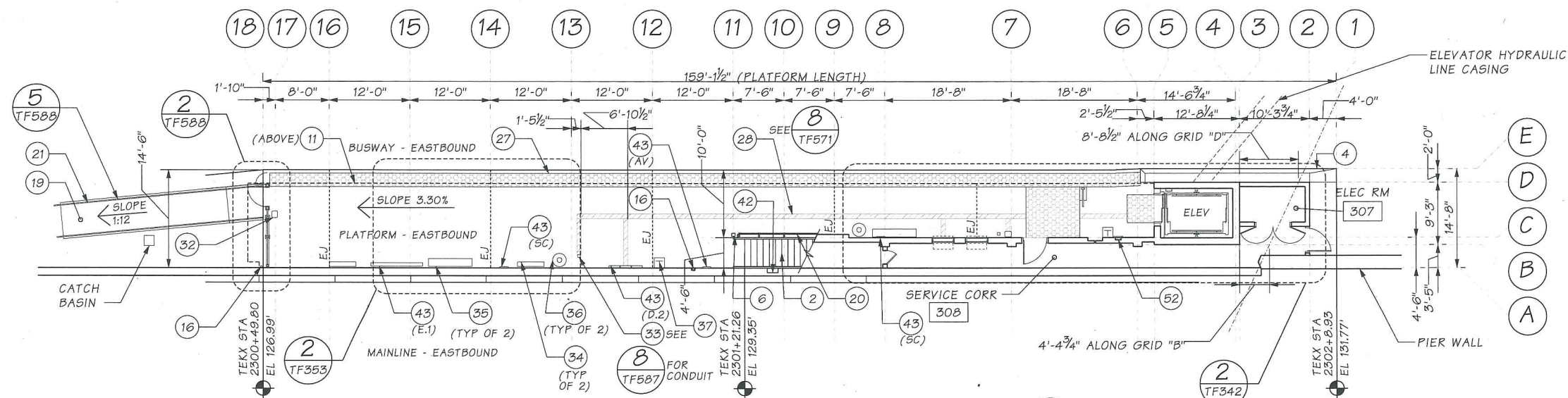
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OF	
SHEETS	

SR 520 JOB NO. 7963 SHEET OF



EASTBOUND PLATFORM ENTRY PLAN (1)
SCALE: 1" = 10'-0"

KING COUNTY METRO
Air Space Lease - Real Property
Clyde Hill / Yarrow Point (92nd Ave) Transit Station



EASTBOUND PLATFORM PLAN (2)
SCALE: 1" = 10'-0"

1 CIPC	6 STEEL STRUCTURE	11 EDGE OF CANOPY	16 DOWNSPOUT	21 HANDRAIL	26 ACOUSTIC PANEL	31 C2 KING COUNTY POLE & FLAG (N.I.C)	36 TRASH RECEPTACLE (N.I.C)	41 CIPC HAUNCH	46 SEISMIC JOINT, SEE STRUCT	51 CCTV CAMERA (N.I.C)
2 PCC STAIR	7 CURTAIN WALL W/ METAL MESH	12 GLAZED CANOPY	17 PLATFORM WINDSCREEN	22 GATE	27 TACTILE PLATFORM EDGE	32 PATRON EMERGENCY STATION	37 HOSE BIB	42 STANDPIPE CABINET	47 CMU	52 FEC
3 CRASH WALL	8 CURTAIN WALL W/O METAL MESH	13 METAL ROOFING	18 LID LEVEL WINDSCREEN	23 FENCE	28 TACTILE WAYFINDING	33 ORCA CARD READER (N.I.C)	38 NOT USED	43 SIGNAGE (N.I.C)	48 ELECTRICAL METER, SEE ELEC	
4 CRASH BARRIER	9 METAL PANEL	14 SINGLE PLY ROOFING	19 ACCESS WALKWAY	24 DOOR & FRAME	29 TACTILE THRESHOLD	34 LEANING RAIL (N.I.C)	39 BROOM FINISH CIPC W/ TOOLED JT PATTERN	44 STANDPIPE	49 FUTURE VMS (N.I.C)	
5 EDGE OF LID STRUCTURE	10 METAL FASCIA	15 GUTTER	20 GUARDRAIL	25 LOUVER	30 FUTURE TVM (N.I.C)	35 BENCH (N.I.C)	40 DECORATIVE CIPC REVEAL	45 STAIR RUNNEL	50 SPEAKER (N.I.C)	

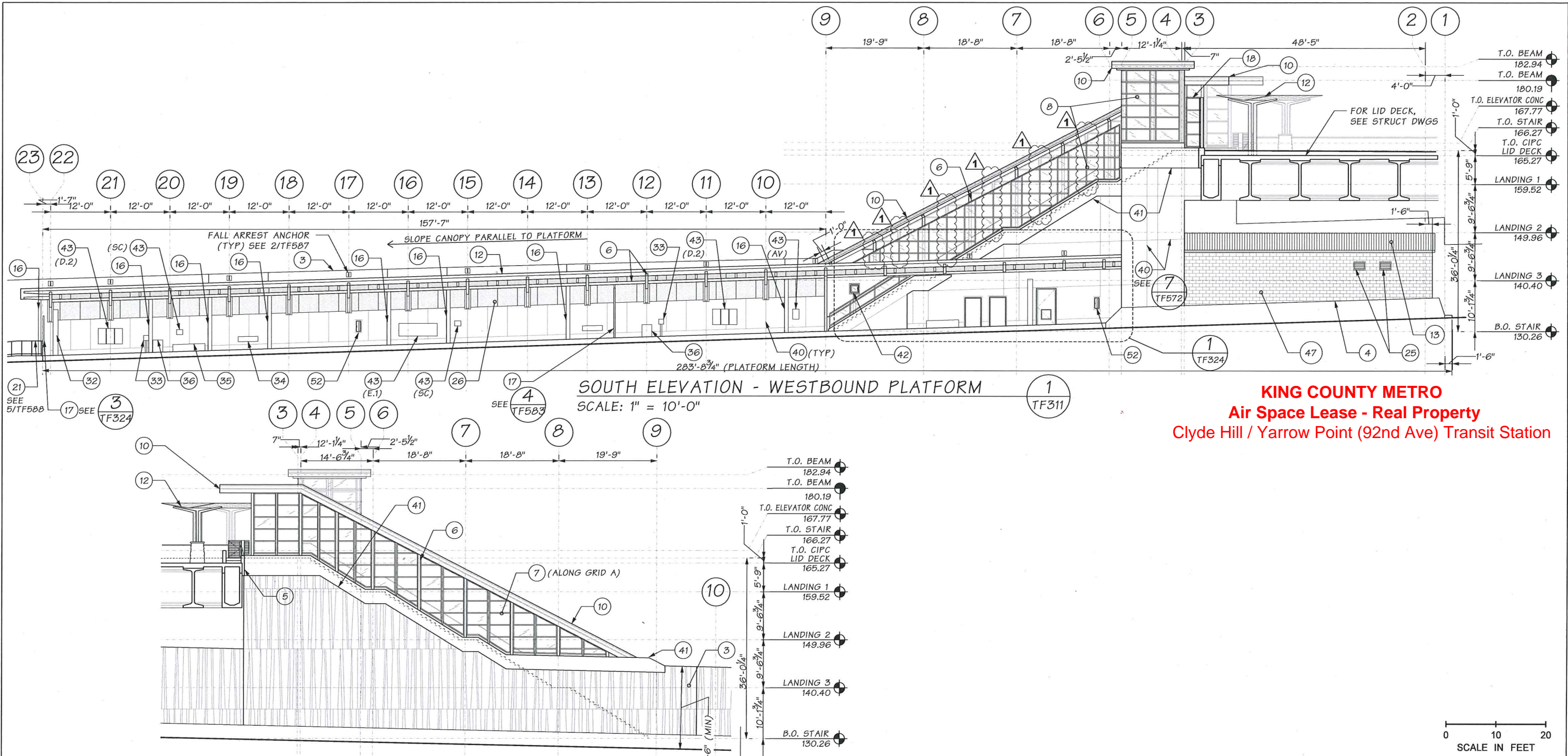
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DATE:	1/26/2012	JOB NUMBER		
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DESIGNED BY:	G. HILL	CONTRACT NO.		
ENTERED BY:	T. COHEN	7963		
CHECKED BY:	Y. LEE	LOCATION NO.		
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DESIGN MGR:	B. STEIN			
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SR 520
MEDINA TO SR 405 VICINITY
EASTSIDE TRANSIT AND HOV
92nd AVENUE NE TRANSIT STATION
EASTBOUND PLATFORM PLANS

PLAN REF NO
TF312
SHEET
OF
SHEETS

EXHIBIT A
AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 12 of 14



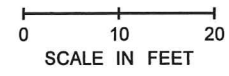
KING COUNTY METRO
Air Space Lease - Real Property
Clyde Hill / Yarrow Point (92nd Ave) Transit Station

- | | | | | | | | | | | |
|-------------------------|-------------------------------|-----------------------|-------------------------|-----------------|--------------------------|---------------------------------------|---|----------------------|-------------------------------|------------------------|
| 1 CIPC | 6 STEEL STRUCTURE | 11 EDGE OF CANOPY | 16 DOWNSPOUT | 21 HANDRAIL | 26 ACOUSTIC PANEL | 31 C2 KING COUNTY POLE & FLAG (N.I.C) | 36 TRASH RECEPTACLE (N.I.C) | 41 CIPC HAUNCH | 46 SEISMIC JOINT, SEE STRUCT | 51 CCTV CAMERA (N.I.C) |
| 2 PCC STAIR | 7 CURTAIN WALL W/ METAL MESH | 12 GLAZED CANOPY | 17 PLATFORM WINDSCREEN | 22 GATE | 27 TACTILE PLATFORM EDGE | 32 PATRON EMERGENCY STATION | 37 HOSE BIB | 42 STANDPIPE CABINET | 47 CMU | 52 FEC |
| 3 CRASH WALL | 8 CURTAIN WALL W/O METAL MESH | 13 METAL ROOFING | 18 LID LEVEL WINDSCREEN | 23 FENCE | 28 TACTILE WAYFINDING | 33 ORCA CARD READER (N.I.C) | 38 NOT USED | 43 SIGNAGE (N.I.C) | 48 ELECTRICAL METER, SEE ELEC | |
| 4 CRASH BARRIER | 9 METAL PANEL | 14 SINGLE PLY ROOFING | 19 ACCESS WALKWAY | 24 DOOR & FRAME | 29 TACTILE THRESHOLD | 34 LEANING RAIL (N.I.C) | 39 BROOM FINISH CIPC W/ TOOLED JT PATTERN | 44 STANDPIPE | 49 FUTURE VMS (N.I.C) | |
| 5 EDGE OF LID STRUCTURE | 10 METAL FASCIA | 15 GUTTER | 20 GUARDRAIL | 25 LOUVER | 30 FUTURE TVM (N.I.C) | 35 BENCH (N.I.C) | 40 DECORATIVE CIPC REVEAL | 45 STAIR RUNNEL | 50 SPEAKER (N.I.C) | |

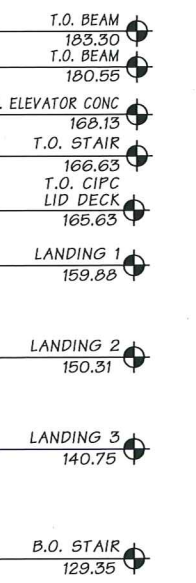
EXHIBIT A
AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 13 of 14

SR 520 JOB NO. 7963 SHEET 13 OF 14

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KING COUNTY METRO
Air Space Lease - Real Property
Clyde Hill / Yarrow Point (92nd Ave) Transit Station



2
TF312

- | | | | | | | | | | | |
|---------------------------|---------------------------------|-------------------------|---------------------------|-------------------|----------------------------|---|---|------------------------|---------------------------------|--------------------------|
| (1) CIPC | (6) STEEL STRUCTURE | (11) EDGE OF CANOPY | (16) DOWNSPOUT | (21) HANDRAIL | (26) ACOUSTIC PANEL | (31) C2 KING COUNTY POLE & FLAG (N.I.C) | (36) TRASH RECEPTACLE (N.I.C) | (41) CIPC HAUNCH | (46) SEISMIC JOINT, SEE STRUCT | (51) CCTV CAMERA (N.I.C) |
| (2) PCC STAIR | (7) CURTAIN WALL W/ METAL MESH | (12) GLAZED CANOPY | (17) PLATFORM WINDSCREEN | (22) GATE | (27) TACTILE PLATFORM EDGE | (32) PATRON EMERGENCY STATION | (37) HOSE BIB | (42) STANDPIPE CABINET | (47) CMU | (52) FEC |
| (3) CRASH WALL | (8) CURTAIN WALL W/O METAL MESH | (13) METAL ROOFING | (18) LID LEVEL WINDSCREEN | (23) FENCE | (28) TACTILE WAYFINDING | (33) ORCA CARD READER (N.I.C) | (38) NOT USED | (43) SIGNAGE (N.I.C) | (48) ELECTRICAL METER, SEE ELEC | |
| (4) CRASH BARRIER | (9) METAL PANEL | (14) SINGLE PLY ROOFING | (19) ACCESS WALKWAY | (24) DOOR & FRAME | (29) TACTILE THRESHOLD | (34) LEANING RAIL (N.I.C) | (39) BROOM FINISH CIPC W/ TOOLED JT PATTERN | (44) STANDPIPE | (49) FUTURE VMS (N.I.C) | |
| (5) EDGE OF LID STRUCTURE | (10) METAL FASCIA | (15) GUTTER | (20) GUARDRAIL | (25) LOUVER | (30) FUTURE TYM (N.I.C) | (35) BENCH (N.I.C) | (40) DECORATIVE CIPC REVEAL | (45) STAIR RUNNEL | (50) SPEAKER (N.I.C) | |

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DESIGNED BY: G. HILL						CONTRACT NO.		7963		XL3390		EASTBOUND PLATFORM ELEVATIONS		SHEETS
ENTERED BY: T. COHEN														
CHECKED BY: Y. LEE		P31c4, GLAZING REVISIONS, N17B		04/02/12		0								
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DESIGN MGR: B. STEIN		DESCRIPTION		DATE		NO.								

SR 520 JOB NO. 7963 SHEET OF

EXHIBIT A
AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 14 of 14

EXHIBIT B

AA-01-13208

ICN 01-17-08326

King County Metro

Sheet 1 of 11

MEMORANDUM OF UNDERSTANDING FOR

Excluded in 4 counterparts of
which this is counterpart No. 1

METRO TRANSIT PARK/RIDE LOTS AND FLYER STOPS

THIS MEMORANDUM OF UNDERSTANDING between the Washington State Department of Highways (hereinafter called the "State") and the Municipality of Metropolitan Seattle (hereinafter called "METRO") establishes procedures for coordinating the financing, location, design, construction, operation, maintenance, and other matters related to the integration of certain METRO Flyer facilities and METRO Park and Ride facilities with the State Highway system.

WHEREAS, pursuant to public vote, METRO has adopted a comprehensive plan for public transportation within King County and is exclusively performing that function within the county and adjacent areas; and

WHEREAS, the development of a public transportation system by METRO, pursuant to its comprehensive plan and with the assistance of State funds and Federal Urban Mass Transportation Administration ("UMTA") and Federal Highway Administration ("FHWA") funds, will benefit State Highways by increasing their ability to serve greater numbers of people more efficiently; and

WHEREAS, it is mutually recognized that the relationship of vehicles to State Highways is peculiarly within the expertise of the State, and that the relationship of passengers to mass transit facilities is peculiarly within the expertise of METRO, which relationships must be coordinated in the development of METRO Flyer and METRO Park and Ride facilities;

NOW, THEREFORE, the State and METRO hereby agree as follows:

1. Lead Agency. The State and METRO shall cooperate closely to develop the METRO Flyer and METRO Park and Ride facilities; however, the

design of each project shall be directed by either the State or METRO as "Lead Agency". Because of the differences in funding and special expertise of the State and METRO, the METRO Park and Ride and the METRO Flyer projects shall be divided into two categories of transit facilities: a) METRO Flyer facilities adjacent to Limited Access Highways and METRO Park and Ride facilities adjacent to Interstate Highways, and b) METRO Flyer facilities not adjacent to Limited Access Highways and METRO Park and Ride facilities adjacent to State Highways other than Interstate. The Lead Agency for the METRO Flyer facilities adjacent to Limited Access Highways and METRO Park and Ride facilities adjacent to Interstate Highways shall be the State. The Lead Agency for METRO Flyer facilities not adjacent to Limited Access Highways and METRO Park and Ride facilities adjacent to State Highways other than Interstate shall be METRO. Standards for design of all or part of METRO Flyer and Park and Ride facilities will be developed by METRO and shall have the concurrence of the State. The design, construction and operation of these facilities shall be in accordance with applicable Federal and State regulations. METRO and the State shall both have the right to review the design of each project as it develops and shall jointly approve the final design thereof. The term "design" as used in this agreement shall include engineering reports, access reports, public hearings, and the preparation of environmental documents.

The existing Department of Highways - METRO Liaison Group shall be continued to provide overall coordination and direction to the design of the projects.

2. Additional Agreements. This memorandum contemplates, and shall serve as the basis for, additional and more detailed agreements between METRO and the State which are necessary for the construction of each facility listed herein. None of the terms of this memorandum of understanding will prohibit the State or METRO from obtaining services or expertise available within other governmental agencies or from private sources or organizations.

3. Project Funding and Construction. The projects shall be funded as follows:

A. METRO Flyer Facilities adjacent to Limited Access Highways and METRO Park and Ride Facilities Adjacent to Interstate Highways. These facilities will be further subdivided into two categories for funding purposes.

(1) METRO Flyer Facilities and METRO Park and Ride Facilities adjacent to Interstate Highways. These facilities will be eligible for Federal Aid Interstate Highway funding under the applicable F.H.W.A. regulations and will be financed according to the normal interstate matching formula of F.H.W.A. and State funds. The State will make the necessary financing arrangements for Federal Aid Interstate Highway funds and State Highway funds. The State will be responsible for construction of these facilities.

(2) METRO Flyer Facilities adjacent to Non-Interstate Limited Access Highways. These facilities will be eligible for U.M.T.A. funding under the applicable U.M.T.A. regulations and will be financed according to the normal matching formula of U.M.T.A. and State funds. METRO shall prepare and submit the U.M.T.A. grant application and the State shall provide the local matching share of the cost of such facilities as provided in a subsequent participating agreement to be executed by the State and METRO for each facility..

The State will be responsible for construction of these facilities.

B. METRO Flyer Facilities not adjacent to Limited Access State Highways and METRO Park and Ride Facilities not on Interstate Highways. These facilities will be financed with U.M.T.A. funds and State Highway funds. METRO shall prepare and submit the U.M.T.A. grant application and the State shall provide the local matching share of the cost of such facilities as provided in a subsequent participating agreement to be executed by the State and METRO for each facility. It is contemplated that subsequent participating agreements will provide that METRO will construct these facilities, except that the State shall construct any portion of the facilities located within State Highway right-of-way unless specifically agreed otherwise. The participating agreement shall also provide the method by which METRO will repay the State for grant-eligible expenses incurred by the State while acting as METRO's agent in the construction of any facilities.

C. Legal Clarification of Use of Funds. Funding responsibilities for all or any portion of a Park and Ride facility or Flyer Stop will be subject to revision in the participating agreements if Federal, State or local laws or regulations prohibit their use as outlined herein.

4. Operation and Maintenance. It is understood that METRO will operate all of the above-described METRO Park and Ride and METRO Flyer facilities when completed and that the State will be responsible for the maintenance of METRO Flyer facilities located within State Highway right-of way, except, however, that METRO will be responsible for the maintenance of any passenger shelters of other passenger-oriented portion of such METRO Flyer facilities. METRO shall be responsible for the maintenance of all of the above described

Park and Ride facilities.

None of the terms of this memorandum of understanding shall affect the maintenance relationship between the State and local governments where local streets or roads cross State Highways.

5. Consultants. Either agency may employ private consultants for the design of METRO Park and Ride and METRO Flyer facilities where that agency is the Lead Agency. If the lead agency elects to employ consultants for facilities financed in part or fully by funds administered by the other agency, the agency administering the funds shall have the right to approve the selection of said consultants.

6. Priorities. It is contemplated that the METRO Park and Ride and METRO Flyer projects listed on Exhibit "A" attached hereto will be commenced and completed in the order and according to the dates shown thereon. METRO and the State shall make every effort to perform their respective responsibilities so as to finish design and construction of the projects within the indicated deadlines. It is the understanding of the parties that if the design or construction is unavoidably delayed, the order of project starts and completion dates may be adjusted by agreement.

7. Location. The location of the METRO Park and Ride and METRO Flyer facilities shall be generally as described in "A Transit Plan for the Metropolitan Area" dated August 31, 1972, which was prepared for METRO by the Puget Sound Governmental Conference. Specific locations for the facilities shall be jointly selected by the State and METRO in accordance with applicable Federal or State regulations and after appropriate public hearings.

8. Shelters for METRO Park and Ride and METRO Flyer Facilities.

Shelters will be funded with U.M.T.A. funds and METRO will provide the matching funds. METRO will make the necessary financing arrangements for U.M.T.A. funds and METRO matching funds. Shelter facilities shall be designed by METRO. The State shall have the right to approve the design of the shelters. The Lead Agency for the design and construction of the METRO Park and Ride and METRO Flyer facilities shall also direct the location and construction of shelter facilities associated with each project. The Non-Lead Agency shall have the right to approve the construction and exact location of the shelters.

9. Acquisition. It is contemplated that the participating agreements will provide for the acquisition of property necessary for the construction of the METRO Park and Ride and METRO Flyer facilities by the Lead Agency for each project category. Vestment of title to each parcel of property involved shall be determined at the time the individual agreement for the acquisition of property for the specific site is finalized.

10. It is understood that this Memorandum of Understanding applies specifically to those facilities shown on Exhibit "A". This memorandum may be reviewed and reaffirmed or modified at any time upon the mutual agreement of the State and METRO.

DATED this 21st day of May, 1974.

WASHINGTON STATE DEPARTMENT OF HIGHWAYS

By E. J. Roberts

MUNICIPALITY OF METROPOLITAN SEATTLE

By C. V. Gibbs
C. V. Gibbs, Executive Director

EXHIBIT "A"

Page 1 of 2 Pages

METRO PARK/RIDE PRIORITY LIST

(To be complete within approximately two years of initiation)

Priority One Group - Initiate Immediately

New Northgate	1000 to 1250
North City	850 to 1000
Renton	700
Federal Way	750
White Center	700
North Bellevue	1350
Kenmore	300

Priority Two Group - Initiate in 1974

Eastgate	300
South Bellevue	600
Kingsgate	350
Kent	550
Burien	700
Bothell	400
North Mercer Island*	800

Priority Three Group - Initiate in 1975

Newport Hills	250
Issaquah	300
Mountlake Terrace	400
Auburn	450
Des Moines	700
Redmond	200

Priority Four Group - Initiate in 1976

Wilburton	600
Star Lake	450
Sherwood Forest	100
Lynnwood	550

* North Mercer Island is included in priority two,
but will be implemented during I-90 construction.

EXHIBIT B

AA-01-13208

ICN 01-17-08326

King County Metro

Sheet 7 of 11

EXHIBIT "A"
Page 1 of 2 Pages
METRO PARK AND RIDE FACILITIES

<u>FACILITY</u>	<u>NUMBER OF STALLS</u>	<u>PROPOSED COMPLETION DATE (Year)</u> (Subject to Funding Availability)
-----------------	-------------------------	---

STATE LEAD FACILITIES:

1. Federal Way		750-800		1979 (789 stalls completed)
2. Star Lake I & II	I	300-350	I	1981
	II	200-250	II	1982
3. Shoreline I & II	I	450-500	I	1980
(North City)	II	250-300	II	1984
4. South Bellevue		450-500		1981
5. Eastgate I & II	I	350-400	I	(379 stalls completed)
	II	200-250	II	1981
6. Issaquah I & II	I	350-400	I	(354 stalls completed)
	II	575-625	II	1983
7. Renton I & II	I	350-400	I	1980
	II	325-375	II	1983
8. Newport Hills		250-300		1981
9. Wilburton		150-200		1981
10. Kingsgate I & II	I	300-350	I	(340 stalls completed)
	II	75-125	II	1981
11. East Kirkland		425-475 (NEW)		1983
12. Mercer Island		300-350		I-90 Project
13. Northgate II		550-600		1985
14. Bothell II		275-325 (NEW)		1983
15. North Kingsgate . (I-405/NE 160th)		200-250 (NEW)		1980
16. Woodinville		275-375 (NEW)		1983
Sub-Total		7,350-8,500		

METRO LEAD FACILITIES:

1. Auburn I & II	I	350-400	I	(367 stalls completed)
	II	200-250	II	1983
2. Kent I & II	I	350-400	I	(368 stalls completed)
	II	350-400	II	1980
3. Kent (Des Moines)		200-250		(237 stalls completed)
4. Burien		350-400		(362 stalls completed)
5. White Center I & II	I	550-600	I	(562 stalls completed)
	II	225-275	II	1983
6. Overlake (Sherwood Forest)		375-425		1980
7. South Kirkland (N. Bellevue)		575-625		(603 stalls completed)
8. Kenmore		400-450		(432 stalls completed)
9. Bothell I		150-200		(163 stalls completed)
10. Redmond I & II	I	200-250	I	(218 stalls completed)
	II	100-150	II	1980
11. Northgate I		500-550 (EXISTING)		(515 stalls completed)
12. South Federal Way		675-725		1984
13. Southcenter		275-325		1984
14. Kenmore II		275-325		
Sub-Total		6,100-7,000		
TOTAL		13,450-15,500		

EXHIBIT B
AA-01-13208
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King County Metro
Sheet 8 of 11

EXHIBIT "A"
Page 1 of 2 Pages
METRO PARK AND RIDE FACILITIES

EXHIBIT B
AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 9 of 11

<u>FACILITY</u>	<u>NUMBER OF STALLS</u>	<u>PROPOSED COMPLETION DATE (Year)</u> (Subject to Funding Availability)
STATE LEAD FACILITIES:		
1. Federal Way	750-800	1979 (789 stalls completed)
2. Star Lake I & II	I 300-350	I 1981
	II 200-250	II 1982
3. Shoreline I & II	I 450-500	I 1980
(North City)	II 250-300	II 1984
4. South Bellevue	450-500	1981
5. Eastgate I & II	I 350-400	I (379 stalls completed)
	II 200-250	II 1981
6. Issaquah I & II	I 350-400	I (354 stalls completed)
	II 575-625	II 1983
7. Renton I & II	I 350-400	I 1980
	II 325-375	II 1983
8. Newport Hills	250-300	1981
9. Wilburton	150-200	1981
10. Kingsgate I & II	I 300-350	I (340 stalls completed)
	II 75-125	II 1981
11. East Kirkland	425-475 (NEW)	1983
12. Mercer Island	300-350	I-90 project
13. Northgate II	550-600	1985
14. Bothell II	275-325 (NEW)	1983
15. North Kingsgate	200-250 (NEW)	1980
(I-405/NE 160th)		
16. Woodinville	275-375 (NEW)	1983
Sub-Total	7350-8500	
METRO LEAD FACILITIES:		
1. Auburn I & II	I 350-400	I (367 stalls completed)
	II 200-250	II 1983
2. Kent I & II	I 350-400	I (368 stalls completed)
	II 350-400	II 1980
3. Kent (Des Moines)	200-250	(237 stalls completed)
4. Burien	350-400	(362 stalls completed)
5. White Center I & II	I 550-600	I (562 stalls completed)
	II 225-275	II 1983
6. Overlake	375-425	1980
(Sherwood Forest)		
7. South Kirkland	575-625	(603 stalls completed)
(N. Bellevue)		
8. Kenmore	400-450	(432 stalls completed)
9. Bothell I	150-200	(163 stalls completed)
10. Redmond I & II	I 200-250	I (218 stalls completed)
	II 100-150	II 1980
11. Northgate I	500-550 (EXISTING)	(515 stalls completed)
Sub-Total	4875-5625	
TOTAL	12225-14125	

EXHIBIT "A"
Page 2 of 2 Pages

METRO FLYER STOP PRIORITY LIST

EXHIBIT B
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METRO plans to be prepared to render service to all of the facilities listed below as soon as they can be completed and hence requests that required engineering be undertaken immediately. It is recognized that funding will be phased and that other considerations will dictate some serialization of construction. Therefore, groups of related facilities have been identified for inclusion in the same package or group of packages.

<u>Priority</u>	<u>Location</u>	<u>Group</u>
1.	SR 520 and Montlake Blvd.	A
2.	I-5 and N.E. 45th Street	A
*3.	I-5 and Northgate Way (Northgate)	A
4.	I-5 and N.E. 130th Street	A
5.	I-5 and N.E. 145th Street	A
*6.	I-5 and N.E. 185th Street (North City)	A
*7.	I-5 and S.W. 236th Street (Mountlake Terrace)	A
8.	SR 520 and 92nd Ave. N.E.	A
*9.	I-90 and 78th Ave. S.E. (Mercer Island)	B
10.	I-90 and 23rd Ave. S.	B
11.	I-405 and N.E. 132nd St. (Kingsgate)	B
12.	I-405 and N.E. 70th Place	B
13.	I-405 and S.E. Newport Way	B
14.	I-405 and N. 30th Street (Renton)	B
15.	SR 522 (Northgate Way) and Ravenna Ave.	C
16.	SR 522 and N.E. 125th Street	C
17.	SR 522 and N.E. 145th Street	C
18.	SR 522 and Ballinger Way	C
19.	SR 522 and 61st Ave. N.E.	C
*20.	SR 522 and 68th Ave. N.E. (Kenmore)	C
21.	SR 522 and 80th Ave. N.E.	C
*22.	SR 522 and Woodinville Dr. (Bothell)	C
23.	I-5 and SR 516	D
24.	I-5 and S. 288th Street	D
*25.	I-5 and S. 272nd St. (Star Lake)	D
26.	SR 167 and S. 180th Street (Petrovitsky Road)	D
27.	SR 167 and S. 212th Street	D
28.	SR 509 (1st Ave. S.) and S. Lucille Street	E
29.	SR 509 and SR 99 (or S. Cloverdale Street)	E
30.	SR 509 and S. 112th Street	E
31.	SR 509 and S. 128th Street	E
32.	SR 518 and 24th Ave. S.	E
33.	SR 99 and N. 38th Street	F
34.	SR 99 and N. 46th Street	F
35.	SR 99 and N. 105th Street	F

NOTES: Locations identified are approximate.
* Related to adjacent Park/Ride facility.

EXHIBIT "A"
Page 2 of 2 Pages
METRO FLYER STOP FACILITIES

<u>FACILITY</u>	<u>PROPOSED COMPLETION DATE (Year)</u> (Subject to Funding Availability)
STATE LEAD FACILITIES:	
(Interstate):	
1. I-5 & S. 272nd St.	1981
2. I-5 & SR-516	1980
3. I-5 & NE 45th St. Phase I	1980
Phase II	1985
4. I-5 & NE 145th St.	1980
5. I-5 & Northgate Vicinity	1985
6. I-405 & N. 30th St.	Completed
7. I-405 & 112th Ave. SE (NEW)	1981
8. I-405 & Coal Creek Parkway	1981
9. I-405 & SE 8th St. (NEW)	1981
10. I-405 & NE 70th St.	1980
11. I-405 & NE 132nd St.	1980
12. I-405 & NE 160th St. (NEW)	1981
13. I-90 & Island Crest Way	I-90 Project
14. I-90 & 23rd Ave.S./Rainier Ave.S	I-90 Project
STATE LEAD FACILITIES:	
(Non-Interstate):	
1. SR-520 & 92nd Ave. NE	Completed
2. SR-520 & East End (NEW) Evergreen Point Bridge	Completed
3. SR-520 & Montlake Blvd. E.	Completed
4. SR-167 & S. 180th St.	1983
METRO LEAD FACILITIES:	
	None

A G R E E M E N T

THIS AGREEMENT, made and entered into this 23rd day of August, 1977, between the State of Washington, acting through the Washington State Highway Commission and the Director of Highways, hereinafter called the "State", and the Municipality of Metropolitan Seattle, a municipal corporation of the State of Washington, hereinafter called "Metro",

WHEREAS, pursuant to public vote and Chapter 35.58 RCW, Metro is performing the function of metropolitan public transportation within the Seattle-King County metropolitan area, and has adopted a comprehensive plan to provide a mass transportation system for said metropolitan area; and

WHEREAS, it is deemed to be in the best public interest for the State and Metro to cooperate in the planning and development of Metro Flyer Stop and Park and Ride facilities as they relate to the State Highway System; and

WHEREAS, the State and Metro have entered into a "Memorandum of Understanding for Metro Transit Park and Ride Lots and Flyer Stops" dated May 21, 1974, hereinafter called the "Memorandum", to provide for such cooperative planning and development; and

WHEREAS, preliminary studies, final designs, contract plans and specifications have been completed to provide for the construction of a Flyer Stop facility at a location in Yarrow Point and Clyde Hill, Washington approved by the State and Metro; and

WHEREAS, Metro plans to use Federal Urban Mass Transportation Administration (UMTA) funds to pay construction costs of said Flyer Stop facility; and

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GC4688

WHEREAS, the State has agreed to pay Metro the local matching funds required to match Metro's UMTA funds as provided herein,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, it is mutually agreed as follows:

I

SCOPE OF WORK

The State shall act as "Lead Agency" as defined in the Memorandum, and shall perform the work necessary to construct a Flyer Stop facility at 92nd Avenue N.E. and SR 520, previously approved in the State-Metro agreement GC-3706 Supplement #1 dated April 13, 1976.

The construction shall consist of drainage, grading, surfacing, paving and landscaping as shown in the contract plans and specifications which have been approved by Metro, said work hereinafter referred to as the "Project".

II

ESTIMATE OF COST

The estimate of cost for the Project is as follows:

<u>Total Cost</u>	<u>UMTA Share</u> <u>(80%)</u>	<u>State Share</u> <u>(20%)</u>
\$207,000.00	\$165,600.00	\$41,400.00

The estimated "total cost" of the Project set forth above shall hereafter be referred to as the "cost estimate".

III

PAYMENT

Metro, in consideration of the faithful performance of the work specified herein to be borne by the State, agrees to pay the State the UMTA Funds that is required to match the local matching amount for the Project, except as otherwise provided herein.

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Sheet 2 of 10

Partial payments to cover costs incurred shall be made by Metro to the State upon request of the State. Such requests shall not be more than once a month and payment shall be made by Metro to the State with ninety (90) days following receipt of such requests for partial payment.

It is agreed that Metro payment pursuant to any State partial payment request will not constitute agreement as to the appropriateness of any item, and that required adjustments will be made at the time of final State audit. In the event that such final State audit indicates an overpayment to the State has been made, the State agrees to refund the overpayment to Metro within sixty (60) days after determination of overpayment.

Metro's payments to the State shall be in accordance with a work order account procedure prescribed by the Division of Municipal Corporations of the State Auditor's Office.

The total requests for payments by the State shall not exceed \$165,600.00 without prior written approval by Metro.

IV

MAINTENANCE OF RECORDS

During the progress of the work and for a period not less than three (3) years from the date of final payment to the State, the records and accounts pertaining to the Project and accounting therefor shall be kept available for inspection and audit by representatives of Metro and UMTA. Copies of the records shall be furnished to Metro and UMTA upon request.

V

NOTICE TO PROCEED

The State agrees not to commence work until receipt of notice to proceed from Metro, and agrees that reimbursement will be limited to those costs incurred subsequent to the date of such notification.

EXHIBIT C

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King County Metro
Sheet 3 of 10

VI

LIABILITY

The State shall hold Metro harmless from and shall process and defend at its own expense, all claims, demands, suits at law or equity brought against Metro or the State and from any liability or loss, arising from the State's execution, performance or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement; provided, nothing herein shall require the State to reimburse Metro for damages resulting from the sole negligence of Metro.

Metro shall hold the State harmless from and shall process and defend at its own expense, all claims, demands, suits at law or equity brought against Metro or the State and from any liability or loss, arising from Metro's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement; provided, nothing herein shall require Metro to reimburse the State for damages resulting from the sole negligence of the State.

No liability shall attach to the State or Metro except as expressly provided herein.

VII

UNFORESEEN CONDITIONS

In the event the Project is proposed to be changed so that the contract plans and specifications are substantially altered or the cost of the Project increased by 15% more than the cost estimate, said change and the cost thereof shall be approved in writing by Metro prior to implementation. In the event that changes in the Project or unforeseen conditions require an increase in the cost of the Project by 25% more than the cost

estimate, this Agreement shall be modified by written amendment covering such cost increase.

EXHIBIT C

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VIII

CONTRACTORS

The State acknowledges that the work shall be performed pursuant to a contract let by the State. The State agrees that it and its contractor will not discriminate on the basis of race, color, sex, or national origin in its choice of contractors and subcontractors for the Project and will include all of the non-discrimination provisions set forth in Exhibit "A", attached hereto and made a part hereof, in any such contract or agreement.

IX

MAINTENANCE AND OPERATIONS

A separate agreement shall be entered into by the State and Metro outlining responsibilities for Maintenance and Operations of the Flyer Stop.

X

AMENDMENT

This Agreement shall be amended in writing by the parties to insure compliance with applicable rules and regulations of federal agencies funding the Project and with the terms and conditions of grant contracts related thereto. This Agreement and any provision thereof may be otherwise amended at any time by written agreement of the parties.

MUNICIPALITY OF METROPOLITAN SEATTLE

Attest:

By: Carl A. Johansen
Carl A. Johansen
Clerk of the Council

Penelope A. Peabody
Penelope A. Peabody
Acting Executive Director

STATE OF WASHINGTON
WASHINGTON STATE HIGHWAY COMMISSION

Approved as to Form:

By: [Signature]
Assistant Attorney General

By: Russell Albert
Assistant Director for Planning and
Research

EXHIBIT "A"

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(1) **Compliance with Regulations:** The contractor will comply with the Regulations of the Department of Commerce relative to non-discrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

(3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and Regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination, or suspension of the contract, in whole or in part.

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(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

EXHIBIT C

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King County Metro

Sheet 7 of 10

SUPPLEMENT #1

A G R E E M E N T - GC-4688

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 30th day of May, 1978, by and between the State of Washington, Washington State Department of Transportation, acting by and through the Secretary of the Department of Transportation, under RCW 47.28.140, hereinafter called the "State", and the Municipality of Metropolitan Seattle, a municipal corporation of the State of Washington, hereinafter called "Metro",

WHEREAS, on August 23, 1977, the State, acting through the Department of Transportation, and Metro entered into Agreement GC-4688 which outlined construction responsibilities of Metro and the State for the 92nd Ave. N.E. Flyer Stop a State Lead project, and

WHEREAS, the estimated cost of the project has increased substantially subsequent to execution of the original agreement, and

WHEREAS, Metro's obligation for the twenty (20%) per cent local matching funds for the bus patron shelter costs was omitted from the original agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein,

IT IS MUTUALLY AGREED THAT:

THE "ESTIMATE OF COST" under Section II on page 2 of Agreement GC-4688 executed on August 23, 1977 shall be superseded by Section II-A as follows:

EXHIBIT C

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II-A

ESTIMATE OF COST

<u>Total Cost</u>	<u>UMTA Share</u>	<u>Metro Share</u> (Bus Patron Shelter)	<u>State Share</u>
\$248,672.87	\$198,938.30	\$4,320.00	\$45,414.57

The estimated "total cost" of the Project set forth above shall hereafter be referred to as the "cost estimate".

The last paragraph of Section III, PAYMENT, shall be superseded by the following paragraph.

The total requests for payments by the State shall not exceed \$203,258.30 (\$198,938.30 + \$4,320.00) without prior written approval by Metro.

In all other particulars insofar as the same may be pertinent, the provisions of the aforesaid Agreement GC-4688, entered into on August 23, 1977, are to be and remain in full force and effect, excepting only for such provisions as may be inconsistent herewith:

IN WITNESS OF THEIR MUTUAL CONSENT, the parties hereto have executed this Supplemental Agreement as of the day and year first above written.

MUNICIPALITY OF METROPOLITAN SEATTLE

Attest:



EXHIBIT C

AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 9 of 10

STATE OF WASHINGTON

Approved as to Form:

DEPARTMENT OF TRANSPORTATION

May 19, 1978

Russell Albert

Planning and Public Transportation
Engineer

By: Jack A. Borland
Assistant Attorney General

EXHIBIT C

AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 10 of 10

MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of August, 1977, by and between the STATE OF WASHINGTON, Washington State Highway Commission, acting by and through the Director of Highways, and by RCW 47.28.140, hereinafter called the "STATE", and the MUNICIPALITY OF SEATTLE, a metropolitan municipal corporation of the State of Washington, hereinafter called "METRO";

WHEREAS, pursuant to vote and Chapter 35.58 RCW, METRO is performing the function of the metropolitan public transportation within the Seattle-King County Metropolitan Area, and has adopted a comprehensive plan to provide a mass transportation system for said metropolitan area; and

WHEREAS, METRO and the STATE have heretofore entered into a "Memorandum of Understanding for Metro Transit Park/Ride Lots and Flyer Stops", dated May 21, 1974, providing for the design, construction and maintenance of certain METRO park and ride and flyer stop facilities; and

WHEREAS, said memorandum allocates general maintenance responsibilities between the STATE and METRO for certain areas of METRO flyer stop facilities located within State Highway right-of-way, and

WHEREAS, the STATE has agreed to construct the 92nd Avenue N.E.

METRO flyer stop on SR 520, hereinafter called the "Flyer Stop", including loading platforms and METRO has agreed to construct passenger shelters and other appurtenances for public transit service at the Flyer Stops; and

WHEREAS, it is necessary that specific maintenance responsibilities for the Flyer Stop be agreed upon by the parties.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, it is mutually agreed as follows:

I

The STATE shall prepare the contract plans and administer construction of the Flyer Stop upon receipt of written approval by METRO. METRO shall have the right to review and approve said contract plans, which approval shall not be unreasonably withheld. Consideration shall be given by the STATE to install electrical conduits to accommodate subsequent installation of electrical facilities by METRO to provide illumination of the passenger shelters at the Flyer Stop.

II

METRO shall construct the necessary passenger shelters and their appurtenances for the Flyer Stop in conjunction with or subsequent to work performed by the STATE. The STATE shall have the right to review and approve plans for said shelters, which approval

shall not be unreasonably withheld. The passenger shelters shall be constructed within one (1) year of the completion date of the STATE's work on the Flyer Stop.

III

Maintenance responsibilities shall be as outlined hereinafter and as shown on the attached Exhibit "A", sheet 1 of 1 sheet, and by this reference made a part of this agreement:

1) Metro shall be responsible for maintenance of the Westbound Flyer Stop from HES 261+80 northeasterly to the westerly shoulder Line of 92nd Avenue N.E. The curbline or northerly edge of the Bus Lane and the L/A R/W Fence Line shall define the northerly and southerly boundaries.

The Eastbound Flyer Stop shall begin at HES 267+30 and extend westerly to the easterly shoulder line of 92nd Avenue N.E. The curbline or southerly edge of the bus lane and the northerly shoulder line of the DR 3 Line ramp shall define the northerly and southerly boundaries.

These areas are shown in brown on sheet 1 of Exhibit "A". Maintenance shall include upkeep, cleaning and repair of any public transit passenger shelters and other public transit passenger oriented portion of such facility including walkways, stairs, transit signage, special illumination and such other fixtures and appurtenances which may be installed within or

adjacent to the shelter for purposes of public transit passenger comfort, information or safety. Utility facilities required for the Flyer Stop shall be METRO's responsibility and shall be covered by Permit issued by the STATE which Permit shall not be unreasonably withheld.

2) The STATE shall have the maintenance responsibilities within the existing Right-of-Way of SR 520 outside the areas indicated in subparagraph 1) of this subsection III, and as shown in yellow on sheet 1 of Exhibit "A".

IV

The STATE reserves the right to review any operation for approval or disapproval other than regular or routine maintenance, upkeep, or cleaning which METRO may propose to perform within the State Highway right-of-way. The STATE shall also notify METRO in writing of any State operation, other than regular or routine maintenance, upkeep, or State operation, within the State Highway right-of-way and adjacent to the Flyer Stop which have a substantial impact on the operation or facilities of the Flyer Stop.

The STATE reserves the right to examine the maintenance work conducted by METRO on the Flyer Stop to insure it meets with recognized minimum federal or state maintenance requirements. The STATE shall notify METRO in writing if METRO maintenance work fails to meet recognized minimum requirements and set forth a specified period within which corrective action must be taken. If METRO fails

to comply with such corrective action, the STATE may bring the facility up to the proper maintenance standards by use of its own personnel and bill METRO for the costs incurred. The STATE shall give METRO thirty (30) days advance written notice of the STATE's intent to perform such maintenance work. Nothing contained in this paragraph shall relieve METRO of its maintenance responsibilities or from the obligations contained in paragraph VI.

V

In the event the Flyer Stop ceases to be operated as part of METRO's comprehensive mass transportation system, the STATE and METRO shall mutually agree to remove the facility. An agreement shall be executed by the STATE and METRO outlining responsibilities of each party for removal of the Flyer Stop, costs incurred for said work and dispersement of any monies recouped for salvageable items.

VI

METRO shall hold the STATE harmless from and shall process and defend at its own expense all claims, demands, or suits brought against METRO or the STATE arising from (a) incidents of any nature whatsoever which occur in the area indicated in brown in Exhibit "A", and (b) incidents allegedly due to the acts or omissions of the operator of a METRO vehicle. The STATE shall hold METRO harmless from and shall process and defend at its own expense all claims, demands, or suits brought against METRO or the STATE arising from incidents of any nature whatsoever which occur in the areas

indicated as the STATE's responsibility in paragraph III of this agreement, except for incidents allegedly due to acts or omissions of the operator of a METRO vehicle.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

MUNICIPALITY OF METROPOLITAN SEATTLE

Penelope A. Peabody
Penelope A. Peabody, Acting Executive
Director

Attest:

Carl A. Johansen
Carl A. Johansen
Clerk of the Council

STATE OF WASHINGTON
WASHINGTON STATE HIGHWAY COMMISSION

Approved as to Form:

AUGUST 5, 1977

By: Russell Albert
Assistant Director for Planning
and Research

By: William B. ...
Assistant Attorney General

EXHIBIT D

AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 6 of 7

T.25N.R.5E.W.M.

REGION NO.	STATE	FED. AID PROJECT NO.	SHEET NO.
10	WASH.		

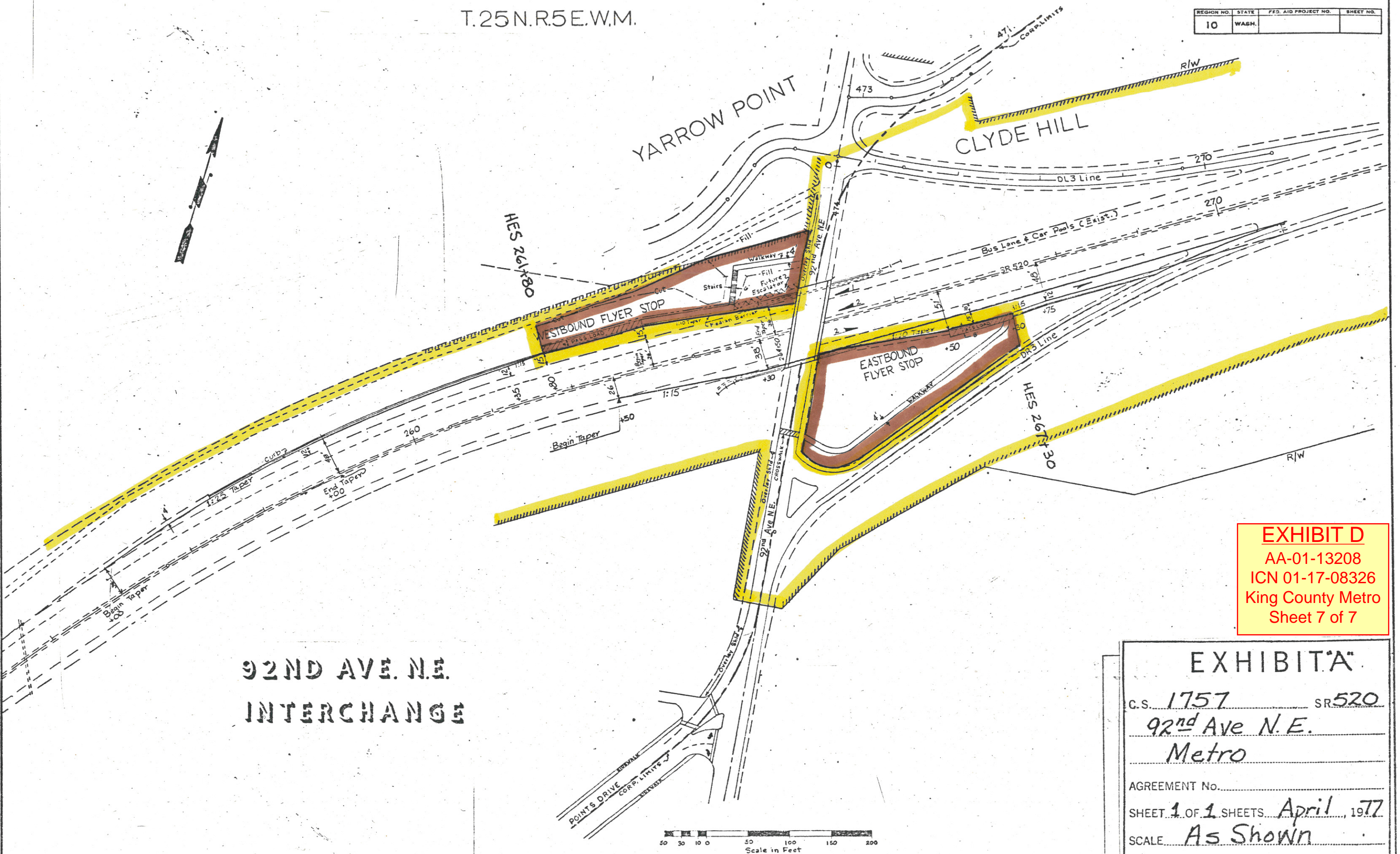


EXHIBIT D
AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 7 of 7

EXHIBIT A	
C.S. 1757	SR 520
92nd Ave N.E.	
Metro	
AGREEMENT No.	
SHEET 1 OF 1 SHEETS April, 1977	
SCALE As Shown	

A G R E E M E N T

- - - - -

THIS AGREEMENT, made and entered into this 15 day of March, 1978, by and between the State of Washington, Washington State Department of Transportation, acting by and through the Secretary of the Department of Transportation, under RCW 47.28.140, hereinafter called the "State", and the Municipality of Metropolitan Seattle, a municipal corporation of the State of Washington, hereinafter called "Metro",

WHEREAS, pursuant to vote and Chapter 35.58 RCW, Metro is performing the function of the metropolitan public transportation within the Seattle-King County Metropolitan area, and has adopted a comprehensive plan to provide a mass transportation system for said metropolitan area; and

WHEREAS, the State is planning the improvement of SR-520, east approach to Evergreen Point Bridge, by removal of the existing toll booth facilities, and

WHEREAS, the State has agreed to construct the 76th Ave. NE-84th Ave. NE Metro flyer stop on SR 520, hereinafter called the "Flyer Stop", including loading platforms and Metro has agreed to construct passenger shelters and other appurtenances for public transit service at the Flyer Stops; and

WHEREAS, it is necessary that specific maintenance responsibilities for the Flyer Stop be agreed upon by the parties.

NOW, THEREFORE, in consideration of the terms, conditions, covenant and performance contained herein, it is mutually agreed

EXHIBIT E

AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 1 of 9

GM 989

as follows:

I

The State shall prepare the contract plans and administer construction of the Flyer Stop upon receipt of written approval by Metro. Metro shall have the right to review and approve said contract plans, which approval shall not be unreasonably withheld. Consideration shall be given by the State to install electrical conduits to accommodate subsequent installation of electrical facilities by Metro to provide illumination of the passenger shelters at the Flyer Stop.

II

Metro shall construct the necessary passenger shelters and their appurtenances for the Flyer Stop in conjunction with or subsequent to work performed by the State. The State shall have the right to review and approve plans for said shelters, which approval shall not be unreasonably withheld. The passenger shelters shall be constructed within one (1) year of the completion date of the State's work on the Flyer Stop.

III

Maintenance responsibilities shall be as outlined hereinafter and as shown on the attached Exhibit "A", sheet 1 of 1 sheet and by this reference made a part of this agreement:

1

Metro shall be responsible for maintenance of the Bus Shelter Areas for east and westbound transit on SR 520 between HES Stations 207+00 & 211+50. These areas are shown in green on sheet 1 of 1 sheet

EXHIBIT E

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GM 989

of Exhibit "A". Maintenance shall include upkeep, cleaning and repair of any public transit passenger shelters and other public transit passenger oriented portion of such facility including walkways, stairs, transit signage, special illumination, landscaping and such other fixtures and appurtenances which may be installed within or adjacent to the shelter for purposes of public transit passenger comfort, information or safety. Utility facilities required for the flyer stop shall be Metro's responsibility and shall be covered by Permit issued by the State which Permit shall not be unreasonably withheld.

2

The State shall have the maintenance responsibilities within the existing Right-of-Way of SR 520 outside the areas indicated in subparagraph 1) of this subsection III, and as shown in yellow on sheet 1 of 1 sheet of Exhibit "A".

IV

The State reserves the right to review for approval or disapproval any operation other than transit service and routine maintenance, upkeep, or cleaning which Metro may propose to perform within the State Highway Right-of-Way. The State shall also notify Metro in writing in advance of any State operation, other than routine maintenance, upkeep, or cleaning, within the State Highway Right-of-Way and adjacent to the Flyer Stop which has a substantial impact on the use or facilities of the Flyer Stop.

The State reserves the right to examine the maintenance work conducted by Metro on the Flyer Stop to insure it is consistent with

EXHIBIT E

AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 3 of 9

GM 989

recognized minimum federal or state maintenance requirements. The State shall notify Metro in writing if Metro maintenance work fails to meet recognized minimum requirements and set forth a specified period within which corrective action must be taken. If Metro fails to comply with such corrective action, the State shall give Metro thirty (30) days advance written notice of the State's intent to perform such maintenance work. Nothing contained in this paragraph shall relieve either party of its maintenance responsibilities or from the obligations contained in paragraph VI.

V

In the event the Flyer Stop ceases to be operated as part of Metro's comprehensive mass transportation system, the State and Metro shall mutually agree to remove the facility. An agreement shall be executed by the State and Metro outlining responsibilities of each party for removal of the Flyer Stop, costs incurred for said work and disbursement of any monies recouped for salvageable items.

VI

Metro shall hold the State harmless from and shall process and defend at its own expense all claims, demands, or suits brought against Metro or the State arising from (a) incidents of any nature whatsoever which occur in the area indicated in green in Exhibit "A", and (b) incidents allegedly due to the acts or omissions of the operator of a Metro vehicle. The State shall hold Metro harmless from and shall process and defend at its own expense all claims, demands, or suits brought against Metro or the State arising from incidents of any nature

EXHIBIT E

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King County Metro
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CM 989

whatsoever which occur in the areas indicated as the State's responsibility in paragraph III of this agreement, except for incidents allegedly due to acts or omissions of the operator of a Metro vehicle.

IN WITNESS WHEREOF, the parties hereto have executed this supplemental agreement on the day and year first above written.

MUNICIPALITY OF METROPOLITAN SEATTLE

Attest:

Renee G. Fox-Locky
Acting Executive Director

Kathy Swinick
Deputy Clerk of the Council

Approved as to Form:

STATE OF WASHINGTON

DEPARTMENT OF TRANSPORTATION

February 28, 1979

Shelton

Assistant Secretary for Planning
and Public Transportation

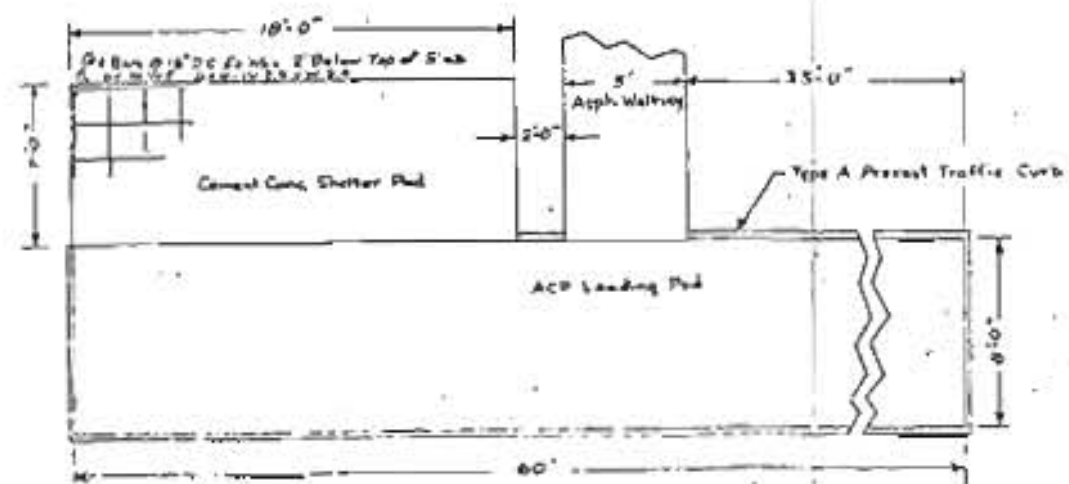
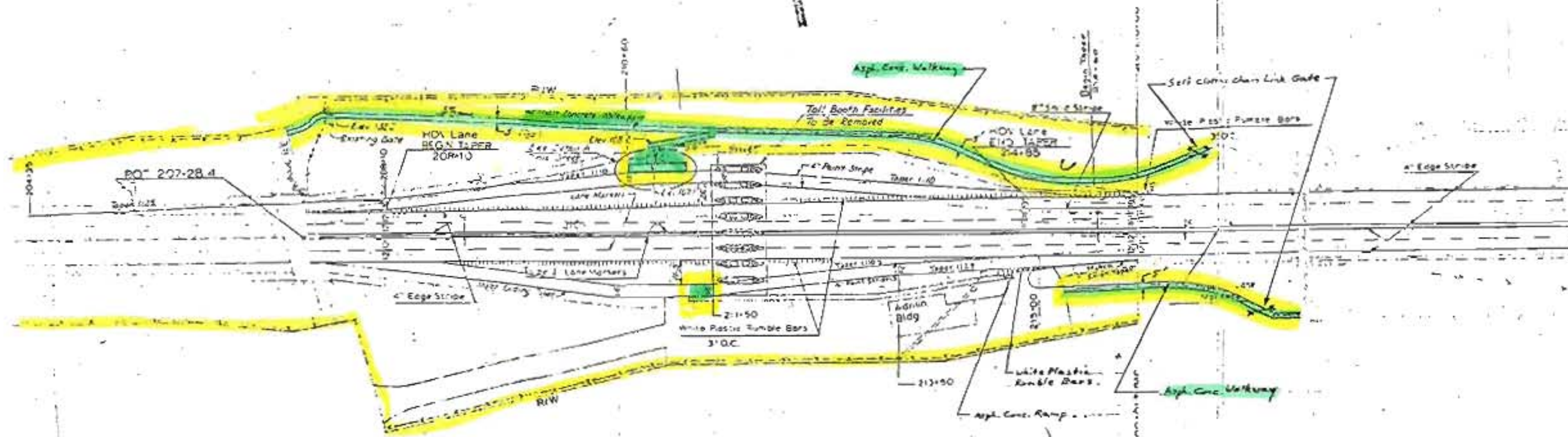
By: Spencer W. Daniels
Assistant Attorney General

EXHIBIT E

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T. 25 N. R. 4 E. 3 N. M.



DETAIL A

[illegible]

AMENDMENT No. 1

EXHIBIT "A-1"

C.S. 1757 SR 520

84TH-76TH AVE. N.E. FLYER STOP

METRO

AGREEMENT NO. GM-989

SHEET 1 OF 1 SHEETS. MAY 1970

SCALE AS SHOWN



STATE OF
WASHINGTON

Dixy Lee Ray
Governor

DEPARTMENT OF TRANSPORTATION

Office of District Engineer, D-1, 6431 Corson Ave. So., C-81410, Seattle, Washington 98108

May 1, 1979

Mr. R.E. Hensel
Transit Consultant Coordinator
Metro
821 Second Avenue
Seattle, Washington 98104

Metro
CS 1757 SR 520
76th - 84th Ave. N.E.
Flyer Stop
M&O Agreement GM-989
Amendment #1

Dear Mr. Hensel:

As a result of community concern and involvement on the above-noted project it was determined walkways will be constructed from the proposed Flyer Stop easterly to the existing pedestrian undercrossing structure. This should complement the westerly walkway to the 76th Ave. N.E. undercrossing for pedestrian transit access. This change will require a revision to Exhibit "A" of GM-989.

This letter will serve as written approval and confirmation for Exhibit "A" of GM-989 to be superseded by Exhibit "A-1" attached hereto and by this reference incorporated as "Amendment No. 1" to GM-989. In all other particulars insofar as the same may be pertinent, the provisions of the aforesaid Agreement GM-989, entered into on March 15, 1979, are to be and remain in full force and effect excepting only for such provisions as may be inconsistent herewith.

Metro, by countersigning in the space provided below, acknowledges and agrees to "Amendment No. 1" to GM-989; namely, supersession on Exhibit "A" with Exhibit "A-1".

EXHIBIT E

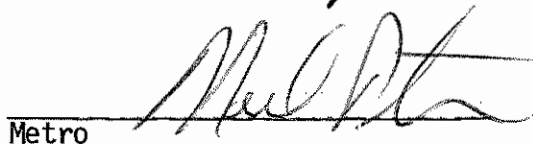
AA-01-13208
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King County Metro
Sheet 7 of 9

R.E. Hensel
M&O Agreement GM-989
Amendment #1
May 1, 1979
Page 2

We are transmitting the original and four (4) copies of said "Amendment No. 1". Please sign, if satisfactory, and return the original and two (2) copies to our office.

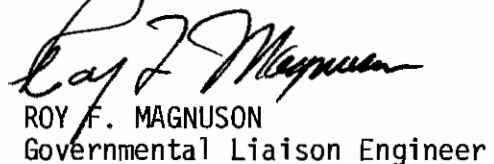
Thank you for your cooperation regarding this matter.


Attest - Clerk


Metro

Very truly yours,

J.D. ZIRKLE, P.E.
District Administrator


ROY F. MAGNUSON
Governmental Liaison Engineer

Date

JHH:nc

Enc.

cc: Don Trantum
Don Nutter
O. Harding

EXHIBIT E

AA-01-13208

ICN 01-17-08326

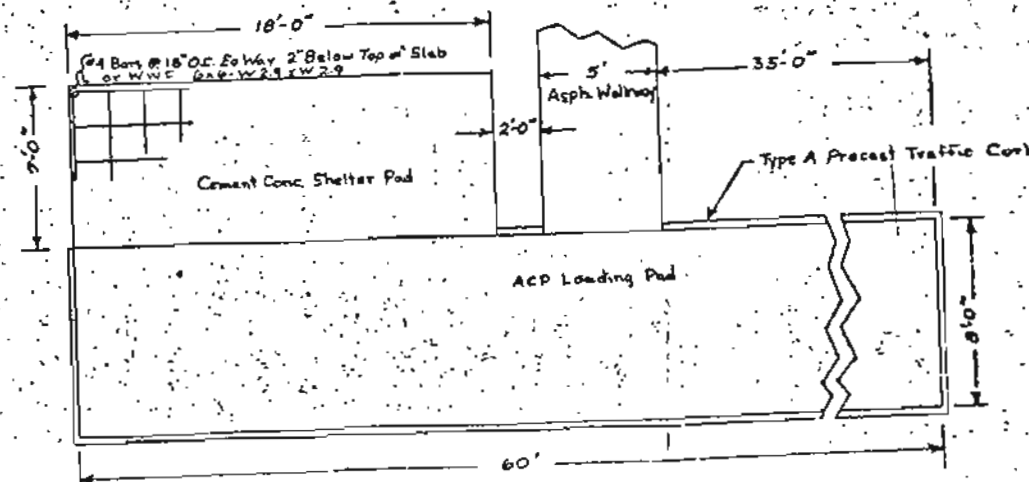
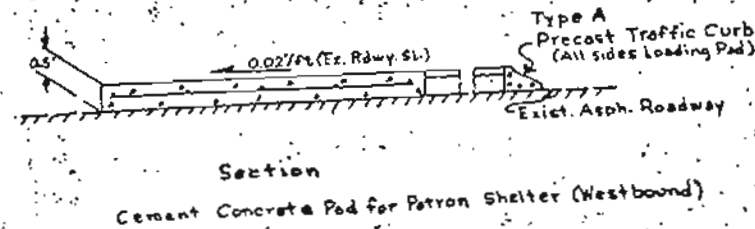
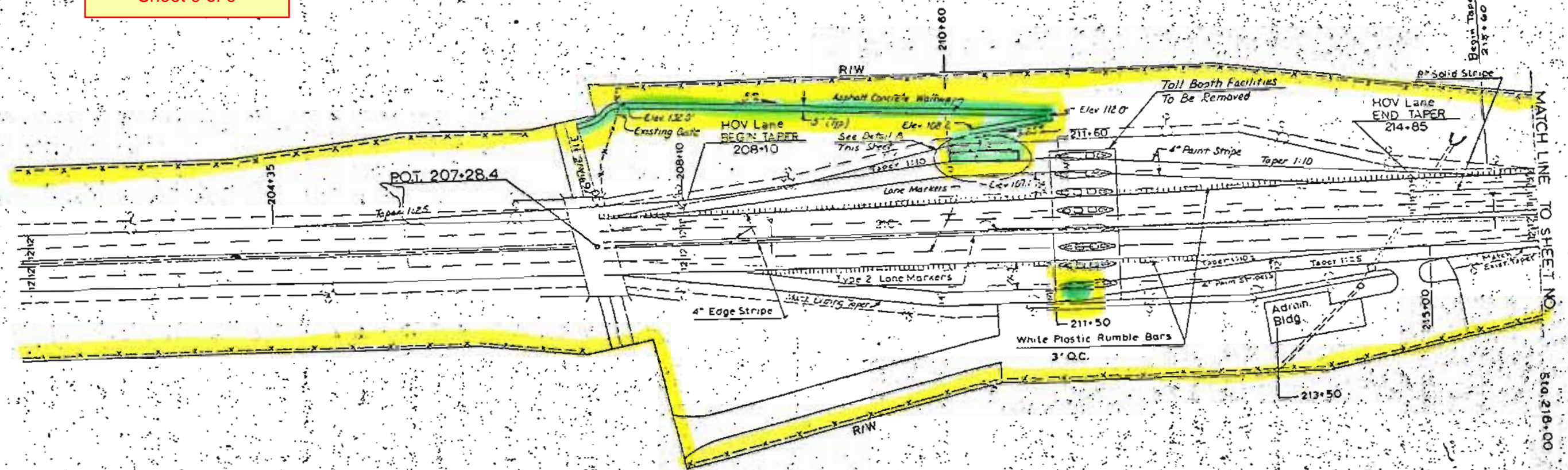
King County Metro

Sheet 8 of 9

T.25N. R.4E. W.M.

EXHIBIT E

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DETAIL A

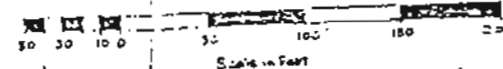


EXHIBIT "A"

C.S. 17.57 SR. 5

84TH-76TH AVE. N.E. FLYER ST.

METRO

AGREEMENT No.

SHEET 1 OF 1 SHEETS JAN.

SCALE As Shown

Washington State Department of Transportation (WSDOT)
and King County

COOPERATIVE AGREEMENT
For DESIGN and CONSTRUCTION of the
SR 520 MEDINA TO SR 202: EASTSIDE TRANSIT AND HOV PROJECT

THIS AGREEMENT for Design and Construction of the SR 520 Medina to SR 202: Eastside Transit and HOV Project (the "AGREEMENT") is made and entered into by King County (the "COUNTY") and the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION (the "STATE"), collectively referred to as the "PARTIES" and individually referred to as "PARTY."

WHEREAS, the STATE, in the interest of providing transit capacity and mobility improvements in the SR 520 Corridor, proposes improvements along SR 520 within the COUNTY in a project known as the SR 520 Medina to SR 202: Eastside Transit and HOV Project (the "PROJECT") as further described in Exhibit A hereto; and

WHEREAS, the PARTIES entered into a Memorandum of Understanding (MOU), on May 21, 1974, last amended on January 17, 1985, which provides for the design, construction and maintenance of certain COUNTY park and ride and flyer stops facilities in the region including one at SR 520 and 92nd Avenue NE; and

WHEREAS, the PARTIES entered into a cooperative agreement, GC 4688, on April 23, 1977, amended on May 30, 1978, which provides for the construction of certain transit facilities associated with SR 520 at 92nd Avenue NE; and

WHEREAS, the PARTIES entered into a operations and maintenance agreement, GC 4687, on August 23, 1977, which provides for the COUNTY to maintain and operate certain transit facilities associated with SR 520 at 92nd Avenue NE; and

WHEREAS, the PARTIES entered into a maintenance agreement, GM 989, on March 15, 1979, amended on May 1, 1979 and October 8, 1998, which provides for the construction, maintenance and operation of certain transit facilities associated with SR 520 at Evergreen Point Road NE; and

WHEREAS, the PROJECT will require the STATE to reconstruct existing flyer stops within the PROJECT; and

WHEREAS, the STATE, having secured funding for the PROJECT, is willing to undertake the design and construction of said PROJECT; and

WHEREAS, the STATE will construct the PROJECT using the design-build method of project delivery; and

WHEREAS, the design-build method of project delivery is flexible and allows for the development and finalization of the design after the contract is awarded, unlike the typical design-bid-build method of project delivery; and

WHEREAS, the COUNTY provided information to the STATE for the STATE's preparation of the technical requirements in the Eastside Transit and HOV Request for Proposal (RFP) for the design-build contract issued on May 28, 2010; and

WHEREAS, the design of project elements in the design-build method of project delivery moves faster than in the typical design-bid-build method of project delivery; therefore, expedited COUNTY review of the design elements will be required; and

WHEREAS, the PARTIES understand that the PROJECT design will be finalized after the contract is awarded; and

WHEREAS, the PARTIES desire this AGREEMENT to define their roles and responsibilities related to design and construction of the PROJECT; and

WHEREAS, the PARTIES recognize that future supplements or amendments to this AGREEMENT, or other new agreements, may be necessary to record final design decisions and define cost estimates related to the design, construction, and maintenance of the PROJECT.

NOW, THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, **IT IS MUTUALLY AGREED AS FOLLOWS:**

1.0 GENERAL

- 1.1 The STATE will construct the PROJECT improvements, including transit flyer stops, along the SR 520 Corridor, the general limits of which are described in Exhibit A and shown in Exhibit B, attached hereto and by this reference made part of this AGREEMENT.
- 1.2 The PARTIES have had ongoing discussions that have resulted in many design decisions by the STATE for elements within the PROJECT. Those decisions and elements are incorporated into this AGREEMENT and specifically identified in Exhibit C, attached hereto and by this reference made part of this AGREEMENT. It is anticipated by the PARTIES that these decisions and elements, will be incorporated into designs, contracts or other related agreements, supplements, and/or amendments, for this PROJECT.

2.0 ROLES

- 2.1 The PARTIES acknowledge that the STATE will enter into future contractual agreement(s) with a design-build contractor (the "DESIGN-BUILDER") for final design and construction of the PROJECT.
- 2.2 The STATE agrees to encourage a partnering session including STATE staff, COUNTY staff, and the STATE's DESIGN-BUILDER staff to review coordination processes and to determine the need for, or frequency of, continuing coordination meetings.
- 2.3 The PARTIES agree to fund, and be fully responsible for, their own respective costs associated with staff time necessary to fulfill their roles and responsibilities as identified in this AGREEMENT, except as identified in Sections 2.4 and 2.5.
- 2.4 The STATE agrees to fund COUNTY project coordination activities for the length of this AGREEMENT through a COUNTY Project Coordinator by separate agreement (GCA 6532).
 - 2.4.1 The COUNTY Project Coordinator will serve as the COUNTY's PROJECT liaison, and will be responsible for facilitating all PROJECT-related communication between the STATE and COUNTY staff as well as expediting and coordinating COUNTY review of all PROJECT-related submittals. The COUNTY Project Coordinator's responsibilities will begin when the PROJECT's Notice to Proceed is issued to the STATE's DESIGN-BUILDER.
 - 2.4.2 The COUNTY Project Coordinator will work with the STATE's SR 520 Project Engineer in executing his or her responsibilities.
- 2.5 The STATE agrees to fund COUNTY project technical review services for the length of this AGREEMENT through COUNTY Technical Reviewers by separate agreement (GCA 6532).
 - 2.5.1 The COUNTY Technical Reviewers will serve as the COUNTY's PROJECT submittal reviewers, responsible for expediting COUNTY review of PROJECT submittals, beginning on the date the PROJECT's Notice to Proceed is issued to the STATE's DESIGN-BUILDER.
- 2.6 The STATE shall track all COUNTY communication requests related to the PROJECT.
- 2.7 The STATE's SR 520 Project Engineer, or his/her designee, will be responsible for facilitating all PROJECT-related communication between the COUNTY Project Coordinator and STATE staff as well as providing PROJECT-related submittals to the COUNTY Project Coordinator. This coordination of efforts with the COUNTY will take place via the COUNTY Project Coordinator.

- 2.8 The STATE agrees to make presentations to the COUNTY when requested to do so by the COUNTY.
- 2.9 The STATE will establish a project schedule and provide such schedule to the COUNTY as soon as the schedule is established by the STATE's DESIGN-BUILDER.
- 2.10 Maintenance responsibilities for the new transit facilities, described in Exhibit C of this AGREEMENT, will be subject to successful future negotiation of an agreement between the PARTIES for the new transit facilities.

3.0 COUNTY REVIEW AND COMMENT ON TRANSIT FACILITY PROJECT ELEMENTS

- 3.1 The STATE will provide the COUNTY with one (1) electronic copy of documents for review and comment by the COUNTY on PROJECT elements.
 - 3.1.1 PROJECT elements include design and construction of transit facilities within the SR 520 right of way that will replace existing flyer stops, located in the vicinity of Evergreen Point Road NE and 92nd Avenue NE. The COUNTY's review of these elements will be limited to conformance with applicable COUNTY and Sound Transit design standards, standard plans, codes, transit operational and maintenance requirements, and policies as of the PROJECT's RFP issue date.
- 3.2 The STATE will review all submittals from its DESIGN-BUILDER for completeness and compliance with contract requirements prior to forwarding them to the COUNTY's Project Coordinator for COUNTY review.
- 3.3 The STATE will work with its DESIGN-BUILDER to give the COUNTY a schedule of submittals and other items for review, and provide the COUNTY as much advance notice of schedule changes for upcoming submittals as possible.
- 3.4 The PARTIES recognize the importance of timeliness in reviews, avoidance of delays, and minimizing costs for the PROJECT, as well as the mutual benefit provided in shortening plan and proposal review times. To that end, the COUNTY and STATE commit to concurrent review of submittals. The COUNTY commits to reviewing and returning submittals within a maximum of twelve (12) calendar days. To comply with the RFP review requirement of fourteen (14) calendar days for all agencies, the COUNTY commits to providing the STATE a minimum of two (2) business days review of COUNTY comments within the fourteen (14) calendar day period.
 - 3.4.1 If necessary, the COUNTY will be responsible for requesting additional review time from the STATE and articulating the cause for delay and specific additional calendar days needed for the review.
 - 3.4.1.1 If the COUNTY anticipates the need for additional review time and submits their request prior to receiving the submittal, the PARTIES agree that the time

for the STATE receiving the request and providing a response shall not count against the twelve (12) calendar day review period.

- 3.4.1.2 The STATE's response to the request for additional review days shall not be unreasonably withheld or conditioned.
- 3.4.1.3 The STATE will review the extended review period requests for consequences to the design-build contract requirement, schedule and cost.
- 3.4.1.4 If the STATE determines the extended review period request will cause a delay to the design-build contract, the PARTIES agree to meet to reach resolution.
- 3.4.1.5 If the COUNTY does not review submittals within the designated review time designated in Section 3.0, the STATE assumes the COUNTY has no comments and will continue on as if the COUNTY had commented.

4.0 DESIGN OF TRANSIT FACILITY PROJECT ELEMENTS

- 4.1 All plans for the PROJECT will follow the STATE's Plans Preparation Manual. All transit facilities will use STATE design standards and standards referenced in the PROJECT's RFP.
- 4.2 Project transit facility commitments are outlined in Exhibit C of this AGREEMENT.
- 4.3 If the STATE's DESIGN-BUILDER proposes a design change to the proposed transit facilities, the STATE agrees to present the change to the COUNTY for review and comment pursuant to Section 4.4 herein.
- 4.4 If the COUNTY proposes a change to the transit facility design concept and/or design criteria in order to accommodate a County-installed transit betterment identified in Exhibit C hereto, the COUNTY shall request a meeting through the STATE's SR 520 Project Engineer.
 - 4.4.1 The PARTIES agree to meet in a cooperative spirit to review and discuss the proposed change.
 - 4.4.2 If the STATE determines the proposed change to be feasible and appropriate, the PARTIES shall negotiate the responsibilities for payment of costs associated with the requested change based on the benefits of the proposed change to each PARTY.
 - 4.4.3 If the PARTIES can mutually agree on payment responsibilities, the STATE will implement the change.

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King County Metro
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4.4.4 The consideration of potential schedule delays, which may result in additional cost, shall be of paramount importance to both PARTIES, with reducing cost as the primary goal and acknowledged mutual benefit.

4.5 The STATE will provide the COUNTY with plans for review of any proposed changes to the COUNTY transit facilities identified in Section 4.0 for review. These reviews will be conducted in accordance with Section 3.0 of this AGREEMENT.

5.0 REMOVAL OF EXISTING TRANSIT FACILITY

5.1 The COUNTY shall remove and take possession of amenity items at flyer stops on SR 520 referenced in GM 989 and GC 4687, including signs, litter receptacles, passenger shelters, benches and other items owned by the COUNTY at no cost to the STATE.

5.2 The STATE's DESIGN-BUILDER through the STATE's SR 520 Project Engineer will coordinate with the COUNTY to allow COUNTY access to the flyer stop amenity items for removal and agree on the date by which all items are to be completely removed from the PROJECT site.

5.3 The STATE's DESIGN-BUILDER through the STATE's SR 520 Project Engineer will notify the COUNTY (Paul Sorensen at 206-684-2254) thirty (30) calendar days prior to closure of the facility. This notification will include the agreed-upon date by which all flyer stop amenity items will need to be removed. If the COUNTY does not remove these items by the agreed upon date, the COUNTY agrees to pay for the cost of removal by the STATE.

5.4 The COUNTY will follow the STATE DESIGN-BUILDER's protocols when visiting the PROJECT site.

5.5 The PARTIES mutually agree that agreements GM 989 and GC 4687 shall terminate upon removal of the applicable flyer stop amenity items. Temporary transit stops will be provided and maintained by the STATE, through the STATE's DESIGN-BUILDER.

6.0 TRAFFIC CONTROL AND DETOUR PLAN APPROVAL PROCESS FOR TRANSIT

6.1 The STATE, working with its DESIGN-BUILDER, shall submit proposed road closures, detours, and traffic control plans involving existing transit facilities to the COUNTY for review and for approval sufficiently in advance of the notice to the COUNTY required in 6.2. The COUNTY shall review each submittal and return it to the STATE within twelve (12) calendar days after receipt of plans, in accordance with Section 3.0 herein.

6.2 The STATE shall provide a minimum of thirty (30) calendar days notice to the COUNTY prior to implementing any approved closure or relocation of transit facilities, road closures, detours, or traffic control plans, in order to allow the COUNTY time to prepare transit reroutes, and notify transit patrons and transit staff.

7.0 INSPECTION OF TRANSIT FACILITIES

- 7.1 The COUNTY may inspect the transit facilities, at the COUNTY's expense, to assess if the PROJECT as constructed is consistent with COUNTY's standards as noted in Section 3.1.1. The STATE will remain solely responsible for determining the PROJECT is constructed to meet all design requirements, building codes and any other legal duties and requirements to which the construction of the PROJECT is subject.
- 7.1.1 The COUNTY inspectors will follow the STATE DESIGN-BUILDER's protocols when visiting the PROJECT site.
- 7.1.2 The COUNTY shall notify the STATE of any work that the COUNTY believes does not conform to the COUNTY's standards as noted in Section 3.1.1, for transit facilities as soon as the non-conforming issue is known.
- 7.1.3 The COUNTY inspector shall communicate, through the COUNTY Project Coordinator to the STATE's SR 520 Project Engineer. The STATE's SR 520 Project Engineer will communicate with the STATE's DESIGN-BUILDER.

8.0 DISPUTES

- 8.1 The COUNTY and the STATE shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Article applies to disputes arising under or in connection with the terms of this AGREEMENT.
- 8.2 Informal Resolution. The informal resolution process begins at the staff level and is raised to the higher organizational levels, if necessary. The levels of resolution are described below:
- 8.2.1 The COUNTY's Project Coordinator and the STATE's Project Engineer, shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.
- 8.2.2 If unresolved, the COUNTY's Metro Transit Design and Construction Section Manager and the STATE's Engineering Manager shall jointly cooperate to informally resolve any dispute as quickly and efficiently as possible.
- 8.2.3 If the dispute cannot be resolved at any of the levels described above, the COUNTY's Metro Transit General Manager and the STATE's Program Director shall notify each other in writing of any dispute needing resolution. At which time the PARTIES, shall identify and define a process and timeline to reach reasonable and prudent resolution as quickly and efficiently as possible to the dispute.
- 8.3 In the event that the STATE and the COUNTY still are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon, mediator. The PARTIES shall share equally in the cost of the mediator.

8.4 Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the PROJECT.

8.5 The STATE and the COUNTY agree that they shall have no right to seek relief in a court of law until and unless the dispute resolution process, as described in this section has been exhausted.

9.0 INDEMNIFICATION AND HOLD HARMLESS

9.1 Each PARTY shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each of the PARTIES' own negligent acts or omissions. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provided herein shall be valid and enforceable only to the extent of a PARTY'S own negligence.

9.2 The STATE and the COUNTY agree that their obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the PARTIES, by mutual negotiation, hereby waive, with respect to the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

9.3 In the event either PARTY incurs any judgment, award, and/or cost arising herefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the other PARTY.

9.4 This indemnification and waiver shall survive the termination of this AGREEMENT.

10.0 AMENDMENT

10.1 Either PARTY may request modifications to this AGREEMENT.

10.1.1 Such modifications shall be mutually agreed upon by written amendments and/or supplements to this AGREEMENT.

10.1.2 No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representative of each PARTY.

11.0 ALL WRITINGS CONTAINED HEREIN

- 11.1 This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES to this AGREEMENT.
- 11.2 No other understanding, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto.

12.0 GOVERNANCE

- 12.1 This AGREEMENT is entered into pursuant to, and under the authority granted by, the laws of the State of Washington and applicable federal laws.
- 12.2 The provisions of this AGREEMENT shall be construed to conform to those laws.

13.0 EFFECTIVENESS AND DURATION

- 13.1 This AGREEMENT is effective upon execution by both PARTIES and shall remain in effect through the design and construction of the PROJECT.

14.0 SEVERABILITY

- 14.1 If any provision of this AGREEMENT, or any provision of any document incorporated by reference, shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be severable.

15.0 TERMINATION

- 15.1 This AGREEMENT may be terminated by either PARTY with sixty (60) calendar days' written notice or by the written mutual consent of both PARTIES.

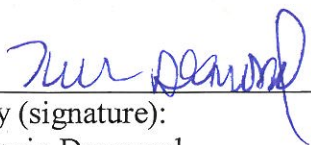
16.0 VENUE

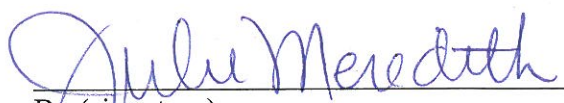
- 16.1 In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action or proceeding shall be brought in the superior court situated in King County, Washington, and only upon exhaustion of the dispute resolution process outlined in Section 8.0 of this AGREEMENT.


IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the latest date written below:

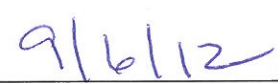
KING COUNTY

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION


By (signature):
Kevin Desmond
Metro Transit General Manager

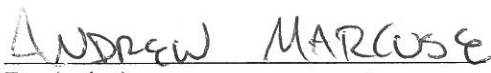

By (signature):
Julie Meredith, P.E.
SR 520 Project Director



Date:

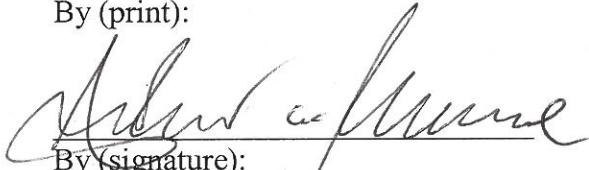

Date:

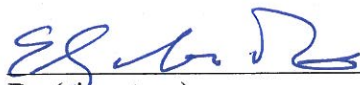
APPROVED AS TO FORM:

APPROVED AS TO FORM:


By (print):


By (print):


By (signature):
Deputy Prosecuting Attorney
King County Prosecuting Attorney's Office


By (signature):
Assistant Attorney General
Office of the Attorney General


Date:



Date:

EXHIBIT A GENERAL PROJECT DESCRIPTION

The PROJECT includes design and construction improvements to approximately 2.5 miles of SR 520. The primary elements of the PROJECT include the following:

- Reconstruction and reconfiguration of SR 520 from the east shore of Lake Washington at milepost 3.98 to 108th Avenue NE at milepost 6.43.
- Median transit stops near Evergreen Point Road (vicinity milepost 4.25) and at 92nd Avenue NE (vicinity milepost 5.17).
- Direct access ramps for transit and HOV lanes to/from the mainline HOV lanes at 108th Avenue NE.
- Reconstruction of interchanges at 84th Avenue NE, 92nd Avenue NE, Bellevue Way NE, and 108th Avenue NE to accommodate transit and HOV.
- Shared-use bicycle/pedestrian trails.
- Landscaped structural lids at Evergreen Point Road, 84th Avenue NE, and 92nd Avenue NE interchanges.
- Storm water treatment and detention facilities to meet current standards.
- Fish passage improvements, including several culvert replacements and stream restoration.

EXHIBIT B PROJECT OVERVIEW

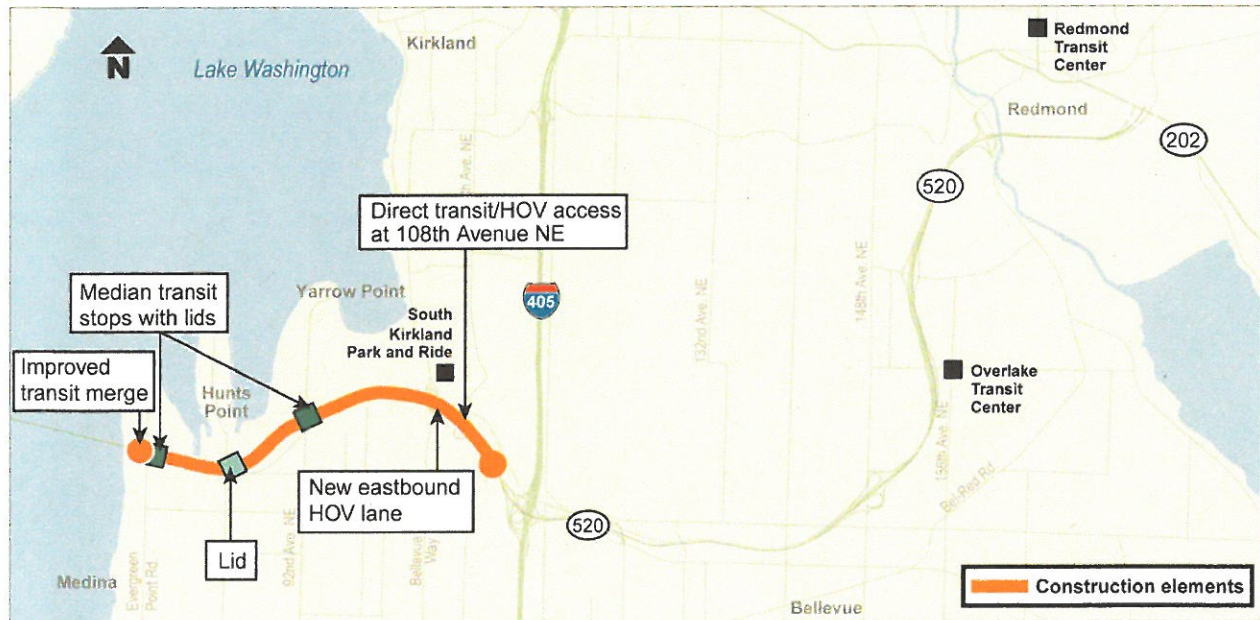


EXHIBIT C
PROJECT TRANSIT FACILITY COMMITMENTS

The PARTIES agree to the following with respect to the transit facilities within the PROJECT.

As part of the PROJECT the STATE will:

- Relocate and rebuild existing transit facilities to meet current STATE, COUNTY and American Disabilities Act (ADA) standards. Transit facilities will consist of eastbound and westbound transit passenger loading platforms near Evergreen Point Road NE and 92nd Avenue NE and will generally include illumination, stairways, elevators, canopy structures, and ancillary transit facilities (Elevator Mechanical Rooms, Electrical Rooms), at each new transit facility for deployment of future systems by the COUNTY.
- Construct and maintain the pavement and storm drains within the roadway area of the transit facilities.
- Construct and maintain crash barrier wall(s).
- Include the following for the Evergreen Point Road NE transit facility:
 - capacity for a minimum of three (3) 60-foot long buses parked head-to-tail with a minimum five (5) feet and, where feasible, up to ten (10) feet clearance between each bus adjacent to the transit passenger loading platforms in each direction, eastbound and westbound;
 - capability for buses to pass other parked, disabled buses as shown in the Autoturn plots provided to the COUNTY on January 5, 2010.
- Include the following for the 92nd Avenue NE transit facility:
 - capacity for two (2) 60-foot long buses parked head-to-tail with a minimum five (5) feet and, where feasible, up to ten (10) feet clearance between each bus adjacent to the transit passenger loading platforms in each direction, eastbound and westbound;
 - capability for buses to pass a parked, disabled bus adjacent to the transit passenger loading platform located in the bus space adjacent to the head of the bus zone.
- Provide one (1) transit facility maintenance and operations vehicle pull-out at each transit platform.
- Construct facilities that support County Transit infrastructure, such as equipment rooms, electrical and communication conduits, and provide access to fiber communications, power supplies and hose bibs.
- Eliminate access to Toll Plaza restroom as of March 1, 2011.

As related to the PROJECT the COUNTY will:

- Negotiate and obtain an agreement to address use and maintenance of the transit facility and ancillary elements at the following locations: Evergreen Point Road NE and 92nd Avenue NE.
- Conditioned on the successful negotiation of the agreement described above, provide transit facility elements which include, but are not limited to, Intelligent Transportation Systems (ITS) related to transit, transit security equipment, transit way finding, transit signage, transit ticket vending, and transit communications equipment.
- Remove and take possession of existing flyer stop zone amenity items near Evergreen Point Road NE and 92nd Avenue NE, as referenced in Section 5.0 of this AGREEMENT.

GCA 6532

**Washington State Department of Transportation
and King County**

COOPERATIVE AGREEMENT

**For the King County Project Coordinator & Technical Reviewers
for the SR 520 MEDINA TO SR 202: EASTSIDE TRANSIT AND HOV PROJECT**

THIS AGREEMENT is made and entered into by King County (the “COUNTY”) and the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION (the “STATE”), collectively referred to as the “PARTIES” and individually referred to as “PARTY.”

WHEREAS, the STATE, in the interest of providing transit capacity and mobility improvements in the SR 520 Corridor, proposes improvements along SR 520 within the COUNTY in a project known as the SR 520 Medina to SR 202: Eastside Transit and HOV Project (the “PROJECT”); and

WHEREAS, the COUNTY and STATE are coordinating review of design and construction of the PROJECT described in Exhibits A and B of GCA 6531, Cooperative Agreement for the Design and Construction of the PROJECT, which is being entered into concurrently with this AGREEMENT; and

WHEREAS, the STATE will construct the PROJECT using the design-build method of project delivery; and

WHEREAS, the design-build method of project delivery is flexible and allows for the development and finalization of the design after the contract is awarded, unlike the typical design-bid-build method of project delivery; and

WHEREAS, the design of project elements in the design-build method of project delivery moves faster than in the typical design-bid-build method of project delivery; therefore, expedited COUNTY review of the design elements will be required; and

WHEREAS, as part of the PROJECT, the PARTIES have found it beneficial to have a COUNTY Project Coordinator to serve as a liaison for the COUNTY and to expedite review of the STATE’s PROJECT submittals by COUNTY staff; and

WHEREAS, pursuant to the terms of agreement GCA 6531, the STATE has committed to reimburse the COUNTY for costs that are directly related to services rendered solely for the PROJECT by a COUNTY Project Coordinator and COUNTY Technical Reviewers.

NOW, THEREFORE, pursuant to RCW47.28.140, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, **IT IS MUTUALLY AGREED AS FOLLOWS:**

1.0 GENERAL

- 1.1 The STATE and the COUNTY agree that it is to the benefit of both PARTIES for the STATE to fund the temporary assignment of the COUNTY Project Coordinator and the COUNTY Technical Reviewers (as defined herein), in order to facilitate communication and coordination between the STATE and the COUNTY regarding the PROJECT after design-build contract award and execution.
- 1.2 The STATE's SR 520 Project Engineer will serve as the STATE's PROJECT liaison.
- 1.3 The COUNTY Project Coordinator will serve as the COUNTY's PROJECT liaison.
- 1.4 The individual(s) serving in the capacity of COUNTY Project Coordinator shall be designated by the COUNTY as the person experienced at interagency and internal agency coordination. The individuals serving in the capacity of COUNTY Technical Reviewers shall be designated by the COUNTY as the person(s) knowledgeable of the items of which they are reviewing and/or providing information.
- 1.5 The COUNTY shall consult with the STATE on its choice of the individual(s) chosen to serve in the COUNTY Project Coordinator assignment. The COUNTY and the STATE shall mutually agree on the individual(s) who will fill the COUNTY Project Coordinator assignment.
- 1.6 The COUNTY may not change the individual serving in the capacity of COUNTY Project Coordinator at any time without first discussing these changes with the STATE and reaching a mutual agreement between the COUNTY and the STATE as outlined in Section 1.5.
- 1.7 More than one individual, meeting the terms and conditions of Sections 1.4, 1.5, and 1.12, may serve in the COUNTY Project Coordinator assignment.
- 1.8 The COUNTY Project Coordinator shall consult with the STATE's SR 520 Project Engineer, on a routine basis, the frequency to which shall be mutually agreed upon by the STATE's SR 520 Project Engineer and the COUNTY, for the purpose of PROJECT activity and priority direction.
- 1.9 The PARTIES agree that the STATE shall pay for work by the COUNTY Project Coordinator and the COUNTY Technical Reviewers, as outlined in Section 7.0.
- 1.10 The STATE shall only fund those hours worked by the COUNTY Project Coordinator and the COUNTY Technical Reviewers for activities directly related to the PROJECT. All other hours not directly related to the PROJECT worked by the person serving as COUNTY Project Coordinator or Technical Reviewers shall be paid by the COUNTY.

- 1.11 In the event the COUNTY Project Coordinator is absent, the COUNTY will assign a designee to act in the stead of the COUNTY Project Coordinator. The designee shall also be subject to the terms and conditions of Section 1.4. The COUNTY's designee acting on behalf of the COUNTY Project Coordinator shall serve no more than ten (10) consecutive business days. If the COUNTY Project Coordinator is absent for more than ten (10) consecutive business days, the COUNTY shall name a replacement, temporary or otherwise, subject to the terms and conditions outlined in Sections 1.4 through 1.7.
- 1.12 If the STATE is dissatisfied with the assignment of the Project Coordinator and is unable to resolve to its satisfaction in a dispute regarding the COUNTY Project Coordinator, upon following the informal dispute resolution process specified in Section 8.2, the STATE shall have the authority to request a replacement to fill the COUNTY Project Coordinator assignment.
- 1.12.1 The STATE's written request for replacement shall be submitted to the COUNTY, and the COUNTY shall have thirty (30) calendar days to comply. The COUNTY shall name a replacement COUNTY Project Coordinator subject to the terms and conditions outlined in Sections 1.3 through 1.7.
- 1.12.2 In the event that the COUNTY does not comply within thirty (30) calendar days, this AGREEMENT shall be considered terminated and the STATE will be released from any further obligations under this AGREEMENT.

2.0 COUNTY RESPONSIBILITIES

- 2.1 The COUNTY agrees to pay the individual(s) serving in the COUNTY Project Coordinator and the COUNTY Technical Reviewer assignments and, if applicable, administer all employee benefits in the same manner as all other COUNTY employees, subject to the terms and conditions of Section 1.0.

3.0 STATE RESPONSIBILITIES

- 3.1 The STATE's SR 520 Project Engineer, or designee, will be responsible for facilitating all PROJECT-related communication between the COUNTY Project Coordinator and STATE staff as well as providing PROJECT-related submittals to the COUNTY Project Coordinator. This coordination of efforts with the COUNTY will take place via the COUNTY Project Coordinator.
- 3.2 The STATE will provide a schedule for and list of anticipated submittal packages for COUNTY review, as stated in GCA 6531.
- 3.3 The STATE will monitor the time and expenditures required to complete the tasks to ensure the tasks are completed in conformance with this AGREEMENT.

4.0 SCOPE OF WORK – PROJECT COORDINATOR

- 4.1 The COUNTY Project Coordinator shall serve as a liaison between the STATE's SR 520 Project Engineer and COUNTY staff.
- 4.2 The COUNTY Project Coordinator will be responsible for facilitating all PROJECT-related communication between the STATE and COUNTY staff as well as expediting COUNTY review of all PROJECT-related submittals. This coordination of efforts with the STATE will take place via the STATE's SR 520 Project Engineer.
- 4.3 The COUNTY Project Coordinator shall represent the COUNTY in design-build task force meetings and ongoing informal reviews during the design and construction of the PROJECT, which is estimated to occur between December 2010 and December 2014. The COUNTY Project Coordinator shall be responsible for informing the appropriate COUNTY staff of discussions and decisions made at task force meetings.
- 4.4 The COUNTY Project Coordinator shall circulate PROJECT submittals to appropriate COUNTY Technical Reviewers and ensure timely COUNTY review. The COUNTY Project Coordinator shall be responsible for expediting those reviews in accordance with Section 3.0 of GCA 6531.
- 4.5 The COUNTY Project Coordinator will facilitate COUNTY staff attending public meetings with the community regarding transit elements of the transit facility and transit service.

5.0 SCOPE OF WORK – TECHNICAL REVIEWERS

- 5.1 The COUNTY Technical Reviewers shall work with the COUNTY Project Coordinator, provide transit related information, and review submittals (after design-build contract award and execution) according to specific timeframes and conditions in accordance with Section 3.0 of GCA 6531.

6.0 SUPERVISION AND INDEPENDENT CAPACITY

- 6.1 The COUNTY Project Coordinator and the COUNTY Technical Reviewers, being COUNTY staff, engaged in the performance of this AGREEMENT shall continue to be an employee of the COUNTY and shall not be considered, for any purpose, to be an employee of the STATE.
- 6.2 The COUNTY shall be responsible for the supervision of the COUNTY Project Coordinator and the COUNTY Technical Reviewers.

7.0 PAYMENT

- 7.1 The STATE, in consideration of the faithful performance of work to be done on the PROJECT by individual(s) serving in the COUNTY Project Coordinator and the

COUNTY Technical Reviewer assignments, agrees to pay the COUNTY for the actual direct and related indirect costs the COUNTY incurs for such work. The actual direct and related indirect costs shall be invoiced, to the nearest thirty (30) minute increment, for all hours worked in order to perform the specific tasks listed in Sections 4.0 and 5.0. The invoiced costs shall serve as full compensation to the COUNTY for work performed by any individual serving in the COUNTY Project Coordinator or the COUNTY Technical Reviewer assignments.

- 7.2 The PARTIES agree that the invoiced costs shall not include costs for overhead pursuant to reciprocal agreement OH-0019.
- 7.3 The maximum amount payable by the STATE to the COUNTY under this AGREEMENT is \$100,000.
- 7.4 The COUNTY agrees to submit an invoice to the STATE, not more than once each month, summarizing the hours worked, tasks requested by the STATE, and tasks accomplished by the COUNTY by the COUNTY Project Coordinator and the COUNTY Technical Reviewers for the billing period.
- 7.5 The invoice shall be submitted to the STATE not more than once a month and by the twentieth (20) day of the month following any month in which the COUNTY Project Coordinator or the COUNTY Technical Reviewers had at least thirty (30) minutes of work to report. The invoices shall substantially conform to the invoice template shown in Exhibit A, attached hereto and by this reference made a part of this AGREEMENT. The STATE will approve or request resubmittal of the invoice within ten (10) calendar days of receipt.
- 7.6 COUNTY invoices must be signed by an authorized representative of the COUNTY who shall verify that the invoice is accurate, the Services have been performed, and that the costs shown have been reasonably incurred in accordance with this AGREEMENT.
- 7.7 Upon receipt of the approved monthly invoice and the accompanying activity report, and upon STATE concurrence of the hours worked, the STATE agrees to reimburse the COUNTY within thirty (30) calendar days of receipt of an approved invoice.
- 7.8 The COUNTY agrees to submit a final invoice to the STATE within forty five (45) calendar days after COUNTY has completed the work or this AGREEMENT is terminated, whichever comes first.

8.0 DISPUTE RESOLUTION

- 8.1 The COUNTY and the STATE shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Article applies to disputes arising under or in connection with the terms of this AGREEMENT.

8.2 Informal Resolution. The informal resolution process begins at the staff level and is raised to the higher organizational levels, if necessary. The levels of resolution are described below:

- 8.2.1 The COUNTY's Project Manager and the STATE's Project Engineer, shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible.
- 8.2.2 If unresolved, the COUNTY's Design and Construction Section Manager and the STATE's Engineering Manager shall jointly cooperate to informally resolve any dispute as quickly and efficiently as possible.
- 8.2.3 If the dispute cannot be resolved at any of the levels described above, the COUNTY's General Manager and the STATE's Program Director shall notify each other in writing of any dispute that still requires resolution.
- 8.2.4 Upon receipt of notification, the Parties shall work together to identify and define a process and timeline to reach resolution of the dispute as quickly and efficiently as possible. If at any time in the informal dispute resolution process described in 8.2.1, 8.2.2, or 8.2.3 one of the Parties determines progress is not being made towards resolving the dispute, such Party shall notify the other Party of such lack of progress and upon such notice the dispute resolution shall proceed as described in 8.3.

8.3 In the event that the STATE and the COUNTY are unable to resolve the dispute as described in 8.2, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon, mediator. The PARTIES shall share equally in the cost of the mediator.

8.4 Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the PROJECT.

8.5 The STATE and the COUNTY agree that they shall have no right to seek relief in a court of law until and unless the dispute resolution process has been exhausted.

9.0 INDEMNIFICATION

9.1 Each PARTY shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each of the PARTY's own negligent acts or omissions. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence.

9.2 The STATE and the COUNTY agree that their obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the PARTIES, by mutual negotiation, hereby waive, with respect to the other PARTY only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

9.3 This indemnification and waiver shall survive the termination of this AGREEMENT.

10.0 INDEPENDENT STATUS

10.1 In the performance of this AGREEMENT, the PARTIES will be acting for their own benefit and not as agents, employees, partners, joint ventures, or associates of one another.

10.2 The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The employees or agents of one PARTY shall not be deemed or construed to be the employees or agents of the other PARTY for any purpose whatsoever.

10.3 The COUNTY shall not make any claim of right, privilege, or benefit that would accrue to a STATE employee under chapter 41.06 RCW or Title 51 RCW.

11.0 AMENDMENT

11.1 This AGREEMENT may be modified or amended upon mutual agreement of the PARTIES via an amendment executed in accordance with Section 11.2, if the COUNTY Project Coordinator assignment or additional COUNTY technical review is deemed necessary beyond the maximum amount payable outlined in Section 7.3.

11.2 Either PARTY may request modifications to this AGREEMENT. Such modifications shall be mutually agreed upon by written amendments and/or supplements to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto.

12.0 ALL WRITINGS CONTAINED HEREIN

12.1 This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES to this AGREEMENT.

12.2 No other understanding, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto.

13.0 GOVERNANCE

13.1 This AGREEMENT is entered into pursuant to, and under the authority granted by, the laws of the State of Washington and applicable federal laws.

13.2 The provisions of this AGREEMENT shall be construed to conform to those laws.

14.0 EFFECTIVENESS AND DURATION

14.1 This AGREEMENT is effective upon execution by both PARTIES and unless terminated earlier as provided herein, will remain in effect until completion of the PROJECT construction contract, or until GCA 6531 is terminated pursuant to the termination clauses of that agreement, whichever occurs earlier.

14.2 The PARTIES agree that work under this AGREEMENT, as described in Section 4.0, SCOPE OF WORK – PROJECT COORDINATOR, and Section 5.0, SCOPE OF WORK – TECHNICAL REVIEWERS, began March 17, 2011, per authorization given in STATE email dated March 17, 2011, regardless its date of execution.

15.0 SEVERABILITY

15.1 If any provision of this AGREEMENT, or any provision of any document incorporated by reference, shall be held invalid, such invalidity shall not affect the other provisions of this AGREEMENT that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this AGREEMENT, and to this end the provisions of this AGREEMENT are declared to be severable.

16.0 TERMINATION

16.1 This AGREEMENT may be terminated by either PARTY upon thirty (30) calendar days advanced written notice to the other PARTY.

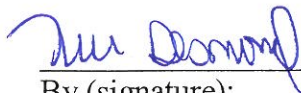
16.2 The STATE shall be responsible for reimbursing the COUNTY for all hours worked by the COUNTY Project Coordinator under the terms of this AGREEMENT prior to the date of termination.

17.0 VENUE

17.1 In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action or proceeding shall be brought in the superior court situated in King County, Washington.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the PARTY's date signed last below:

KING COUNTY



By (signature):
Kevin Desmond
General Manager

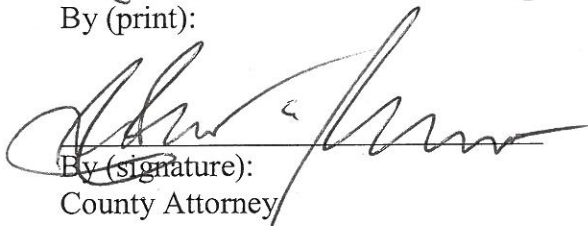
8/28/12

Date:

APPROVED AS TO FORM:

ANDREW MARCUSE

By (print):

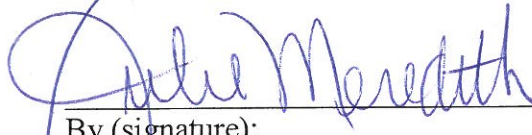


By (signature):
County Attorney

8-28-2012

Date:

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION



By (signature):
Julie Meredith, P.E.
SR 520 Project Director

9/18/12

Date:

APPROVED AS TO FORM:

ELIZABETH LAGERBERG

By (print):



By (signature):
Assistant Attorney General
Office of the Attorney General

3-14-2011

Date:

GCA 6532
Exhibit A
Invoice Template



King County Billing Request

BILL TO	Washington State Dept of Transportation	ORDER NUMBER		
Contact Name	Daniel Babuca	Requestor	Sally Turner/Rita Ritter	
Title	Accounts Payable	Dept	Metro Transit	
Company	Washington State Dept of Transportation	Division	Transportation	
Mailing Address	600 Stewart Street, Suite 520	Section	Design and Construction	
City, State, Zip	Seattle, WA 98101	Phone No.	263-4581/263-6056	
REASON	Payment for actual expenditures per GCA 6532	Mailstop	KSC-TR-0435	

DATE	ITEM	QUANTITY	RATE	AMOUNT
	RE: Item A. Project Coordinator			
	Subproject 010			\$0.00
	RE: Item B. Technical Reviewer			
	Subproject 000			\$0.00

Comments:	SubTotal	\$0.00
Questions should be directed to Sally Turner or Rita Ritter	Tax	
	TOTAL	\$0.00

IBIS FLEXFIELD								
Name	Fund	Cost Center	Account	Project	Phase	SubProject	Grant	Amount
	3641	5531	#####	#####	2	varies	0	\$0.00
Total								\$0.00

EXHIBIT G
AA-01-13208
ICN 01-17-08326
King County Metro
Sheet 10 of 12

GCA 6532, AMENDMENT NO. 1

**To the Cooperative Agreement
For King County Project Coordinator & Technical Reviewers
For the SR 520, Medina to SR 202: Eastside Transit and HOV Project**

This Amendment No. 1 is made and entered into by and between King County, hereinafter referred to as "the COUNTY," and the State of Washington, Department of Transportation, hereinafter referred to as the "STATE," collectively the "PARTIES" and individually the "PARTY".

WHEREAS, the PARTIES entered into the original Agreement GCA 6532 on September 8, 2012; and

WHEREAS, pursuant to Section 14, EFFECTIVENESS AND DURATION, the Agreement remains in effect until completion of the PROJECT construction contract, or until GCA 6531 is terminated pursuant to the termination clauses of that agreement, whichever occurs earlier; and

WHEREAS, the provisions of Section 11, AMENDMENT, allow for changes to the Agreement, provided they are mutually agreed upon by the PARTIES in writing; and

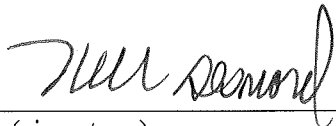
NOW, THEREFORE, pursuant to RCW 47.28.140, and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTALLY AGREED AS FOLLOWS:

1. Section 7.3 is deleted in its entirety and replaced with the following: The maximum amount payable by the STATE to the COUNTY under this AGREEMENT is \$200,000.00.

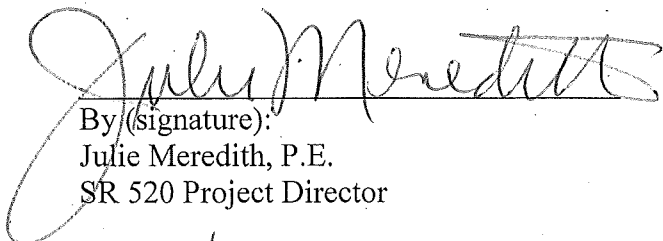
IN WITNESS WHEREOF, the PARTIES hereto have executed this Amendment No. 1 as of the PARTY's date last signed below.

KING COUNTY

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION



By (signature):
Kevin Desmond
General Manager



By (signature):
Julie Meredith, P.E.
SR 520 Project Director

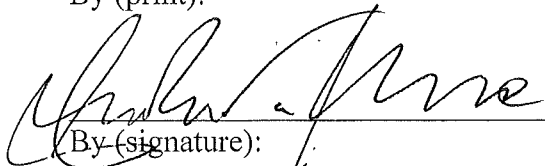
10/3/13
Date:

10/21/13
Date:

APPROVED AS TO FORM:

ANDREW MARCUSE

By (print):



By (signature):

County Attorney

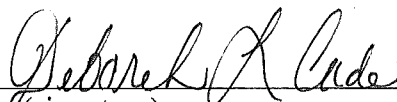
9-19-13

Date

APPROVED AS TO FORM:

Deborah L. Cade

By (print):

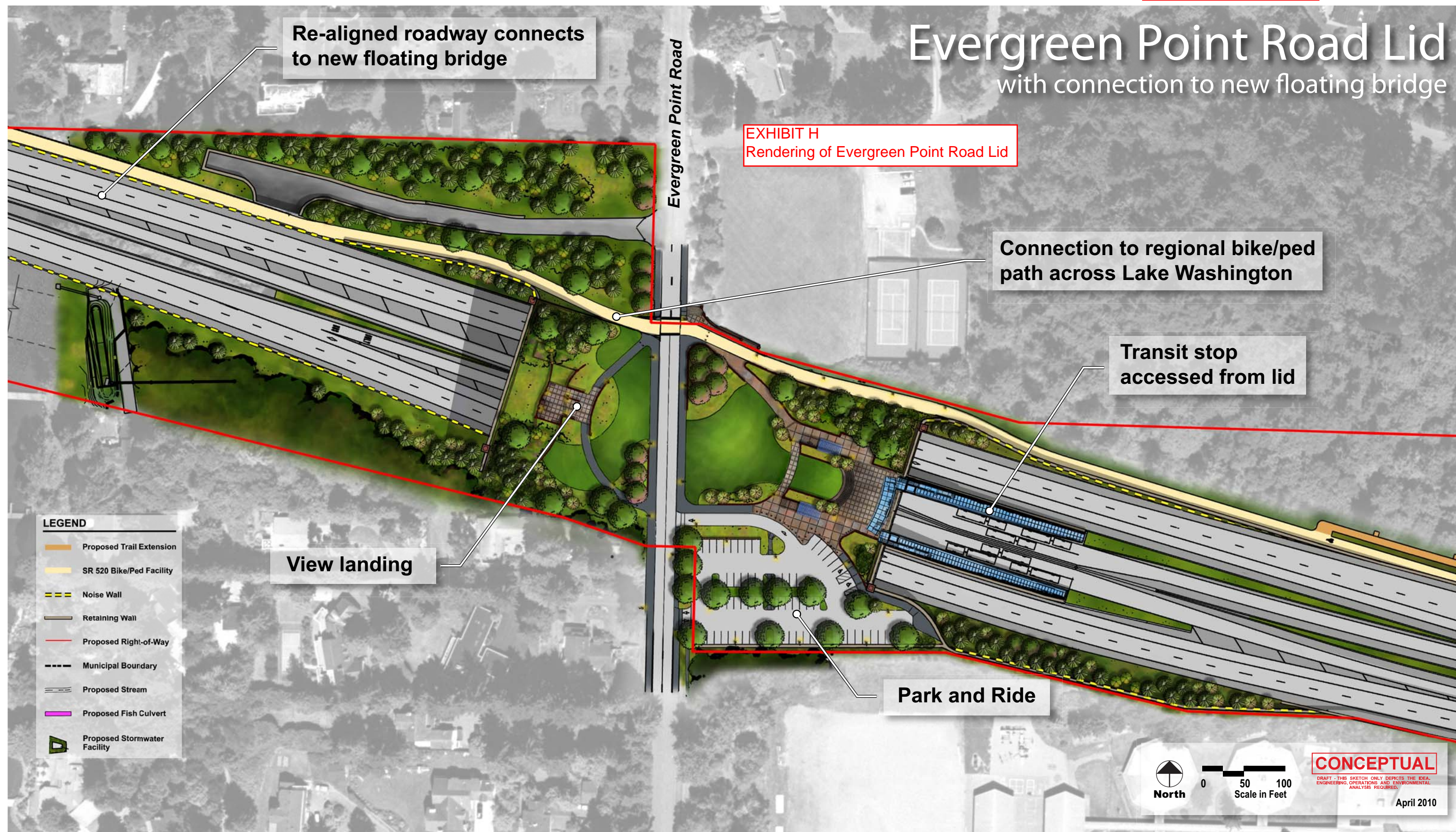


By (signature):

Assistant Attorney General

10/16/13

Date



92nd Avenue NE Lid

LEGEND

- Proposed Trail Extension
- SR 520 Bike/Ped Facility
- Noise Wall
- Retaining Wall
- Proposed Right-of-Way
- Municipal Boundary
- Proposed Stream
- Proposed Fish Culvert
- Proposed Stormwater Facility

Regional bike/ped path

Kiss and Ride

Transit stop

92nd Avenue NE

POINT

ARROW



0 50 100
Scale in Feet

CONCEPTUAL

DRAFT - THIS SKETCH ONLY DEPICTS THE IDEAL.
ENGINEERING, OPERATIONS AND ENVIRONMENTAL
ANALYSIS REQUIRED.

April 2010

EXHIBIT I
WSDOT/KING COUNTY METRO
Air Space Lease
Evergreen Point Road and Clyde Hill/Yarrow Point
SR-520 Transit Stations

MAINTENANCE RESPONSIBILITY MATRIX

Limits of responsibility are shown on Exhibit A (hatched area) and apply only to the Premises.

Item	Responsibility	Notes
<u>Passenger Platforms, Wind screens, Canopies and Sidewalk within the Premises:</u> <ul style="list-style-type: none"> • Touch up paint • Remove graffiti • Repair/replace damaged sidewalk, canopy/wind screens/platforms/benches/leaning rails and signs • Clean out/repair/replace roof and floor drains • Any special cleaning and spill removal • Snow, ice and sand removal • Sweep, pick up refuse, litter • Empty waste receptacles • Inspect/repair/replace all lights and switches for proper operation. • Maintain all ADA accessibility components. 	KCM	<ul style="list-style-type: none"> • KCM maintenance responsibility includes the transit station entry canopy at the top of the stairs. • Properly dispose, inspect for and report damage. • Limits of responsibility are shown (hatched area) on Exhibit A (Premises).
<u>Elevators and Stairways:</u> <ul style="list-style-type: none"> • Maintain and repair all elevator mechanical and electrical systems, equipment and control panels • Sweep, pick up and dispose of refuse and litter • Wipe down and clean walls, railings and control panels • Touch up paint • Remove graffiti • Repair/replace damaged guardrails/ handrails • Repair/replace stair nosing as needed • Any special cleaning and spill removal • Repair/replace all lighting • Snow and ice treatment • Security and trespassing abatement 	KCM	<ul style="list-style-type: none"> • Properly dispose, inspect for and report status, damage and remedies. • Manual or machine sweeping as necessary. • Pressure-wash as needed.

Item	Responsibility	Notes
<u>Stairway Roof, Framing, Glazed Wall System</u> <ul style="list-style-type: none"> Repair/replace glazing, attachments, and framing Clean and wipe glazing, attachments and framing Touch up paint Remove graffiti 	KCM	<ul style="list-style-type: none"> Properly dispose, inspect for and report damage.
<u>Ancillary Spaces, Doors and Cement Masonry Walls</u> <ul style="list-style-type: none"> Maintain all KCM communications systems including VMS, emergency call stations and CCTV Touch up paint Remove graffiti Security and trespassing abatement 	KCM	<ul style="list-style-type: none"> Properly dispose, inspect for and report damage. Pressure wash as needed.
<u>Kiosk and Bus Flags</u> <ul style="list-style-type: none"> Clean glass Wipe and clean frames and flag poles Remove, replace damaged units Remove graffiti 	KCM	<ul style="list-style-type: none"> Inspect for and report damage and graffiti.
<u>Fire Suppression System (Dry Standpipe)</u> <ul style="list-style-type: none"> Inspect/test/report damage Repair/replace 	KCM	<ul style="list-style-type: none"> KCM shall coordinate system testing and inspection with local Fire Department.

Transit Station on and off Ramps

Item	Responsibility	Notes
<ul style="list-style-type: none"> Traffic control extending onto mainline SR-520 repair and seal pavement Repaint/replace pavement markings Pavement repairs/replacement Repair/replace traffic signs Repair retaining walls Repair/replace traffic barriers Clean out, repair/replace drainage systems Lid/roadway lighting systems Sweep, pick up refuse, litter, etc. Spill removal, snow and ice removal 	WSDOT, with reimbursement by KCM ("Maintenance Costs")	<ul style="list-style-type: none"> Limits of responsibility- Premises

Evergreen Point Road and Clyde Hill/Yarrow Point Transit Stations MAINTENANCE RESPONSIBILITY MATRIX

A. WSDOT and King County shall work together to agree on budget figures for King County reimbursement to WSDOT as King County can only pay out for services that have been budgeted and approved. WSDOT will use reasonable efforts to communicate in advance any work that WSDOT intends to perform. King County does not have the responsibility to maintain items that are under warranty; King County and WSDOT will meet prior to the Commencement Date and go over the warranties that apply to the Premises and establish the procedures to follow in case a warranty repair issue arises.

EXHIBIT J

LICENSE

SR-520 INLINE STATIONS

Evergreen Point Road Transit Station and the Clyde Hill/Yarrow Point Transit Station

RECITALS

THIS LICENSE is made this ____ day of _____, 20__ between KING COUNTY, a home rule charter county and political subdivision of the State of Washington, by and through the Metro Transit Division of its Department of Transportation (“Licensor”) and CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“Sound Transit” or “Licensee”), a regional transit authority formed under the laws of the State of Washington. Together, Licensee and Licensor are sometimes referred to herein as the “Parties” or individually as a “Party.”

- A. King County is the Tenant under that certain Airspace Lease Agreement by and between Washington State Department of Transportation (WSDOT) and King County known as Rental Agreement No. AA-1-13208, Inventory Control No. 1-17-08326, dated _____, and any amendment thereto (“Master Lease”) under which King County leases a portion of SR-520 WSDOT right of way for the operation and maintenance of two Inline Transit Stations, the Evergreen Point Road Transit Station and the Clyde Hill/Yarrow Point Transit Station (the “Inline Transit Stations”).
- B. Once the Inline Transit Stations become operational, Licensee desires to use them for its bus service operations, and in consideration for such use Licensee is willing to reimburse Licensor a prorated share of Licensor’s cost to maintain and operate the Inline Transit Stations under the Master Lease.
- C. King County is willing to permit Licensee to use the Inline Transit Stations for bus service operations under the terms and conditions of this License.

NOW, THEREFORE, the Parties therefore agree as follows:

TERMS AND CONDITIONS

- 1. License.
 - A. Licensee acknowledges that the Master Lease requires King County to submit a written request to WSDOT to license additional users of the Premises as defined in the Master Lease, and to obtain WSDOT’s approval to license additional users of the Premises.

- B. Subject to and conditioned on WSDOT's approval as contemplated in the Master Lease and Section 1.A of this License, King County agrees to permit Licensee to use the Inline Transit Stations for Licensee's bus service operations as more particularly described in Section 3 of this License.
 - C. The Inline Transit Stations are more particularly depicted and described on **Exhibits A and B** attached hereto and by this reference incorporated into this License, as if set forth in full in this License (the "License Area").
2. License Fees. In consideration of Licensee's promise to pay a pro rata share of Licensor's expense to operate and maintain the Inline Transit Stations under Section 4 of this Agreement, initially no License Fees are due under this License. Licensor reserves the right to charge Licensee a fee to use the License Area if WSDOT requires Licensee to pay rent under the Master Lease. The Parties shall negotiate any license fee to be charged for Licensee's use of the License Area. If the Parties cannot agree on the amount of such fee then they shall utilize the Dispute Resolution process in the Master Lease to attempt to resolve the dispute.
3. Use of License Area.
- A. Beginning on the Commencement Date as defined in the Master Lease, Licensee may use the License Area to pick up and drop off Licensee's business invitees on its scheduled routes twenty-four hours a day, seven days a week. Licensee's business invitees may use the stairs and elevators in the Inline Stations to access Licensee's bus service. Licensee may use the License Area for no other purpose without prior written approval from King County and WSDOT.
 - B. Licensee's bus operations in the License Area shall comply with all operational requirements established by King County, WSDOT and the Master Lease.
 - C. In using the License Area, Licensee shall comply with the terms and conditions of any access permit or traffic control requirement issued by WSDOT to King County, and any amendments thereto.
 - D. Licensee shall install no signage and shall make no modifications to the License Area without prior written approval from King County and WSDOT, which approval may be withheld by King County or WSDOT in their sole discretion.
4. Maintenance and Repair of License Area.
- A. King County shall maintain the License Area under this License consistent with the Master Lease. Licensee shall contribute a prorated share of Licensor's cost to maintain and operate the License Area. Licensor's initial pro rata share of maintenance and operation costs is set forth in **Exhibit C** to this License, a copy

of which is attached hereto and by this reference incorporated into this License as if fully set forth in this License. The Parties may update or amend **Exhibit C** by negotiation between the Executive Director of Sound Transit and the General Manager of the Metro Transit Division of the King County Department of Transportation, or their respective designees. Any such update or amendment to **Exhibit C** shall be in writing and shall be attached to this License.

- B. If Licensee fails to timely pay Licensee's pro rata share of maintenance and operations costs due under Section 4.A, or if Licensee fails to timely pay any License Fee that may be imposed pursuant to Section 2 of this License, then Licensors shall add a five percent (5%) late fee and invoice Licensee for the new total amount. If any invoice remains outstanding ninety (90) days after the date of the invoice, then Licensors shall send it to collections. If Licensee is late in paying two or more invoices in a row, then Licensee shall be in material default of this License and Licensors may terminate it for cause under Section 8.A.

5. Licensee Takes License Area "As Is".

- A. Licensee understands, acknowledges, and agrees that Licensors makes no warranty or representation as to the existing physical condition or legal status of the License Area.
- B. As a material inducement for Licensors to enter into this License, Licensee agrees that it has no recourse against Licensors regarding the physical condition or legal status of the License Area. Licensee further agrees that it shall have no remedies against Licensors at law or in equity regarding the physical condition or legal status of the License Area.
- C. Licensee understands that Licensors would not have entered into this License without Licensee's consent to this Section 5 and as such if Licensee attempts to contest or contests Licensors' representation of the physical condition or legal status of the License Area, whether in a court of law or in another forum, then this License shall automatically terminate without any further action necessary by either Party; and the filing of any such contest action shall serve as Licensee's notice of immediate termination.

- 6. Safety. Licensee shall operate its bus service so that Licensee's vehicles, employees, agents, and business invitees shall never be a material source of peril or danger to other users of the Inline Transit Stations or to the public. Licensee's bus service operations shall not interfere with the operation, maintenance, safety, or integrity of the SR-520 highway facilities or the motoring public's use of those facilities. Licensee shall comply with any directives given by WSDOT or King County regarding the safe operation of Licensee's vehicles or regarding the use of the License Area by Licensee's business invitees.

7. License Subordinate to Master Lease. This License is expressly made subject to the terms, conditions and limitations contained in the Master Lease. Licensee agrees to comply with the Master Lease. To the extent this License conflicts with the Master Lease, the Master Lease shall control.
8. Term and Termination.
 - A. Licensor may terminate this License at any time, for convenience or for cause, upon 180 days prior written notice to Licensee. Notice shall be given as provided in Section 16. Licensor may also terminate this License if Licensee violates the terms of this License and does not cure same within twenty (20) calendar days of Licensee's receipt of notice from Licensor, or such longer period as is necessary, so long as Licensee commences the cure within said twenty (20) calendar days and diligently prosecutes the cure to completion.
 - B. In addition to Licensor's unilateral right of termination under Section 8.A of this License, this License is subject to termination by WSDOT under the Master Lease. Licensor will promptly notify Licensee if WSDOT requires termination of the License under the Master Lease.
 - C. If the Master Lease is terminated for any reason, then effective the same date that the Master Lease is terminated this License shall terminate automatically and without further action by any party.
 - D. If not terminated earlier under Section 8.A of this License or under the Master Lease, this License shall expire at 11:59 p.m. on December 31 of the fifth calendar year following the date of execution by Licensor.
 - E. If Licensee wishes to renew or extend the Term of this License, and if the Master Lease is then in effect, and if Licensee is then not in material default of this License, Licensee may notify Licensor that Licensee wishes to negotiate for the renewal or extension of this License. Licensee shall provide such notice at least three (3) months prior to the termination date specified in Section 8.D. Licensor shall have sole and absolute discretion to decide whether to grant such renewal or extension.
9. Reservation of Rights. Licensee acknowledges that subject to the limitations set forth in the Master Lease, King County may license, sublease, or otherwise grant rights within the License Area to third parties, and this License shall not prohibit or prevent King County or any authorized third party from using the License Area, so long as such other uses do not unreasonably interfere with Licensee's use of the License Area and the operation of SR-520.

10. Indemnification.

- A. Licensee agrees to defend, indemnify and hold harmless King County and WSDOT, their officers, directors and employees (collectively, "Indemnitees") from and against any and all claims, demands, or causes of action and any resulting losses, costs, expenses, attorney fees, liabilities, damages, orders, judgments or decrees (collectively, "Claims or Damages") arising out of or related to the acts, errors, or omissions of Licensee or its agents, independent contractors, employees, or invitees, in connection with Licensee's use of the License Area or the Inline Transit Stations. If such Claims or Damages result from the concurrent negligence of the Licensee and the Indemnitees, then Licensee's duties under this Section 10 shall be valid and enforceable only to the extent of the acts, errors, or omissions of Licensee, and its agents, independent contractors, employees, or invitees.
- B. In the event of any Claims or Damages, upon notice from the Indemnitees Licensee shall assume all costs of defense thereof, including legal fees incurred by attorneys retained by Licensee to represent Indemnitees, and all costs of any resulting judgments that may be obtained against the Indemnitees. Licensor shall not unreasonably delay notifying Licensee of Claims or Damages.
- C. Licensee agrees that its duties to the Indemnitees under this Section 10 extend to any Claims or Damages brought by, or on behalf of, any of Licensee's employees or agents. For this purpose, Licensee, by mutual negotiation, hereby waives, with respect to the Indemnitees only, any immunity that would otherwise be available to Licensee against such Claims or Damages under the industrial insurance provisions of Title 51 RCW.
- D. In addition to all other indemnities provided in this License, Licensee agrees to protect, defend, and indemnify and hold Licensor harmless for any suits, claims, damages, strict liabilities, and costs or liabilities imposed by any federal, state, county or municipal authority having jurisdiction associated with the presence, removal or remediation of any Hazardous Substance (including petroleum and gasoline products) that are released onto or from the License Area by Licensee, its agents, independent contractors, or employees as a result of the Licensee's use of the License Area, whether (1) made, commenced or incurred during the term of this License, or (2) made, commenced, or incurred after the expiration or termination of this License if arising out of events occurring during the term of this License. This indemnity shall not apply to Hazardous Substances present on or about the License Area independent of the Licensee's use of the License Area unless such Hazardous Substances are disturbed or released by Licensee as a result of Licensee's use of the License Area, but only to the extent such Hazardous Substances are disturbed or released. "Hazardous Substances" for

purposes of this Section 11 include, but are not limited to, those substances within the definition of “hazardous substances,” “hazardous materials,” “toxic substances,” “hazardous wastes” or “solids wastes” in any federal, State, or local law, statute, ordinance, regulation, order, or rule, pertaining to health, industrial hygiene, environmental conditions, waste materials, or toxic or hazardous substances. “Costs” shall include, but not be limited to, all response or remediation costs, disposal fees, investigation costs, monitoring costs, civil or criminal penalties, attorneys’ fees, and other litigation costs incurred in connection with such response or remediation.

- E. Licensee’s duties under this Section 10 shall survive the expiration or earlier termination of this License.

11. Intentionally Left Blank.

- 12. Insurance. Licensee shall, at its expense, obtain and maintain during the entire term of this License an appropriate program of insurance, self-insurance or any combination thereof in amounts and types sufficient to satisfy the coverage requirements under paragraph A of this Section 12. When commercial insurance is utilized, Licensee’s insurance policies shall be primary and non-contributory to any coverage maintained by King County and WSDOT or the State of Washington. At a minimum, Licensee shall obtain insurance equivalent to:

- A. Commercial General Liability insurance in the amounts of not less than a combined single limit of \$2,000,000 or in such other amounts as King County may from time to time reasonably require, insuring Licensee, King County, WSDOT and King County, and their respective agents and affiliates against all liability for injury to or death of a person or persons or damage to property arising from Licensee’s use of the License Area. This insurance shall include coverage for Bodily Injury and Property Damage Liability, Personal Injury Liability, and contain endorsements covering Contractual Liability, Fire, Legal Liability, and Stop-Gap coverage endorsements sufficient to cover Licensee’s indemnity obligations under this License.

WSDOT, its agents, contractors and employees (the “Additional Insureds”) shall be named as an additional insured by endorsement of the general liability policy required by this section utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. The endorsement shall also state that this insurance shall be primary and non-contributory with respect to any other applicable insurance which may be maintained by the Additional Insureds. The additional insured endorsement shall contain no restrictions or limitations with respect to “completed operations”, “ongoing operations” or the “active negligence” of WSDOT and/or the State. The coverage shall include a waiver of all rights of subrogation the insurer may have

against WSDOT and the State. This coverage shall be on a “per occurrence” basis. The Licensors shall provide WSDOT with not less than thirty (30) days written notice after learning of any cancellation of the coverage required by this section.

- B. Business Automobile Liability insurance in amounts of not less than a combined single limit of \$5,000,000 covering Licensee’s, or Licensee’s contractor’s owned, non-owned, leased or rented vehicles.
- C. Workers’ Compensation and Employer’s Liability in accordance with the provisions of Title 51 of the Revised Code of Washington and covering Licensee’s employee’s industrial accidents and injuries.
- D. Before making any use of the License Area, Licensee shall furnish King County and WSDOT with a Certificate(s) of Insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above and naming King County and the State of Washington as additional insureds.
- E. The limits of Licensee’s selected coverage program in no way diminish Licensee’s obligations to King County as set forth in this License.
- F. Notwithstanding the specific insurance requirements set forth in this Section 12, Licensee shall provide insurance coverage the same or better as is required in the Master Lease.
- G. If Licensee purchases commercial insurance, then Licensee shall name the WSDOT and King County each as an additional insured, coverage shall be triggered on an “occurrence basis,” not on a “claims made” basis, and liability coverage shall not be subject to any deductible or self-insured retentions of liability greater than \$25,000 per occurrence.
- H. Licensee may satisfy the insurance requirements of this Section 12 through a fully-funded program of self-insurance. If Licensee uses self-insurance to satisfy this Section 12, then Licensee shall provide Licensors with a certificate of self-insurance as adequate proof of coverage, and Licensee shall further provide Licensors at least thirty (30) days prior written notice of any material change in Licensee’s self-insurance program. If, after the Effective Date of this License, Licensee elects to terminate its self-insured status and secure commercial liability coverage, then Licensee shall promptly notify Licensors and provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, in the amounts and types as set forth in this Section 12.

13. Liens.

- A. Licensee shall pay for all materials and labor used in the License Area and shall allow no liens to attach to the License Area, the Inline Stations, or the SR-520 highway facilities. If a lien is filed upon the License Area in connection with Licensee's activities, then Licensee shall promptly
- (i) Record a valid release of lien; or
 - (ii) Deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or
 - (iii) Procure and record a bond which releases the License Area from the claim of the lien and from any action brought to foreclose the lien.
- B. If Licensor fails to comply with Section 13.A within sixty (60) calendar days after the filing of such a lien, or within such other, longer time period as may be agreed upon between the Parties, then Licensee shall be in material default of this License and Licensor may terminate it for cause under Section 8.A of this Agreement.

14. Attorney's Fees. If either Party commences litigation or arbitration proceedings against the other Party relating to the performance or alleged breach of this License, the prevailing Party shall be entitled to all costs, including reasonable attorney's fees incurred, relating to such litigation, including those incurred in the event of any appeal.

15. Jurisdiction, Venue, Choice of Law, and Damages. Any litigation filed by either Party arising of or relating to this License, shall be filed in King County Superior Court except as to matters which are exclusively within the jurisdiction of the Federal Court and as to such matters venue shall be in the Western District of the United States District Court at Seattle, Washington. All matters arising out of or relating to this License and not exclusively governed by federal law shall be governed by and interpreted under the law of the State of Washington, without reference to its conflicts of law rules or choice of law provisions. If the Parties litigate any matters arising out of or related to this License, then any settlement, award, or judgment shall be limited to an amount equal to the prevailing Party's actual damages, plus interest at twelve percent per annum, calculated from the date of the incident giving rise to the litigation. The Parties may not seek consequential damages, punitive or treble damages, injunctive relief, or specific performance. The Parties do not intend this Section 15 to limit the damages recoverable in litigation by any person or entity other than the Parties themselves.

16. Notice.

- A. Unless expressly otherwise agreed between the Parties in writing, every notice or response required by this License to be served upon King County or Licensee shall be in writing and shall be deemed to have been duly given to the required party: (i) five business days after being posted in a properly sealed and correctly addressed envelope when hand delivered or sent by mail, postage prepaid, or (ii) upon receipt when sent by overnight delivery through a nationally recognized courier service which provides a receipt of delivery, or (iii) upon receipt when hand delivered. The notices or responses to Licensee shall be addressed as follows:

Sound Transit
Union Station
401 S. Jackson Street
Seattle, WA 98104
Attn: Property Management Manager

The notices or responses to King County shall be addressed as follows:

King County Metro
201 South Jackson Street
M/S KSC-TR-0435
Seattle, WA 98104
Attn: Manager, Design and Construction

King County and Licensee may designate such other addresses from time to time by giving written notice to the other but notice cannot be required to more than one address.

- B. In the event of a notice of default, the Party issuing said notice shall in addition to providing notice to the defaulting Party as required above, shall also provide a copy of said notice of default to the Washington State Department of Transportation by certified mail addressed to the address below unless a different address is previously designated in writing by King County:

Washington State Department of Transportation
Attn: Property Management Program Manager
PO Box 47338
Olympia, WA 98504-7338

17. Interpretation. The headings and sections and paragraphs of this License are for reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of this Agreement. If one or more of the provisions

contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this License shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Each Party has consulted with its legal counsel or had the opportunity to do so in relation to any and all matters contemplated under this License, and each Party has agreed to enter into this License following such review and the rendering of such advice, such that any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this License, or any portion hereof.

18. Assignment. This License and the rights, duties and obligations under this License may not be assigned, transferred, or otherwise conveyed by the Licensee without Licensor's and WSDOT's prior written approval, which approval may be withheld or conditioned by Licensor and WSDOT in Licensor's and WSDOT's respective sole discretion.
19. Effective Date. This License shall be effective as of the date that it is executed by Licensor ("Effective Date").
20. Entire Agreement. This License contains the entire agreement between the Parties and, in executing it, Licensor and Licensee do not rely upon any statement, promise, or representation, whether oral or written, not expressed herein.
21. Survival. Any terms and provisions of this License pertaining to rights, duties or obligations extending beyond the expiration or termination of this License, and all outstanding or remaining obligations accrued prior to the end of the Term, shall survive the end of the Term.
22. Legal Relations. The Parties enter into this License strictly in the capacity of licensor and licensee, and in no other capacity. Licensee shall be deemed an independent contractor for all purposes, and the employees of Licensee or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of Licensor. Licensor shall be deemed an independent contractor for all purposes, and the employees of Licensor or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of Licensee. Nothing contained in this License shall be considered or interpreted to diminish the governmental or police powers of King County, Sound Transit, or the State of Washington. This License creates no right, privilege, duty, obligation, cause of action, or other interest in any person or entity not a party to it.

TERMS AND CONDITIONS CONTINUE ON FOLLOWING PAGE

23. Authority to Execute. The undersigned acknowledges that they are authorized to execute this License and bind their respective agencies to the obligations set forth herein.

IN WITNESS WHEREOF the Parties hereto have signed this License as of the day and year first above written.

LICENSEE:

**CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY**

Signature

Title

Date

Approved as to Form only
Sound Transit Legal Counsel

LICENSOR:

**METRO TRANSIT DIVISION
KING COUNTY DEPARTMENT
OF TRANSPORTATION**

Signature

Title

Date

Approved as to Form only
Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Nancy Bennett is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Property Management Manager of SOUND TRANSIT to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

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 signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public

Print Name _____

My commission expires _____

EXHIBITS A and B

License Area

[Pull from Master Lease-to be attached prior to execution]

EXHIBIT C

Licensee's Pro Rata Share of License Area Maintenance Costs

[To be attached prior to Execution]

EXHIBIT K
AA-01-13208
IC# 1-17-08326
King County METRO

Letter of Notification

[Insert Date Here]

Headquarters Real Estate Services Manager
Washington State Department of Transportation
P.O. Box 47338
Olympia, WA 98504-7338

RE: Commencement Date
Airspace Lease by and between
Washington State Department of Transportation and King County
SR 520 Inline Stations at: Evergreen Point Road Transit Station and
Clyde Hill/Yarrow Point Transit Station AKA 92nd Avenue NE
Transit Station
Rental Agreement No. AA-1-13208 Inventory Control No. 1-17-08326

By this Letter of Notification from King County to WSDOT, WSDOT and King County agree that the Commencement Date for the above referenced lease shall be [Insert Date Here]. This Letter of Notification shall be appended to the Lease as Amendment No. 1 to the Lease.

SIGNATURES

KING COUNTY

**WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION**

By: _____

By: _____