

17365

ATTACHMENT A

After Recording Return to:
Washington State Public Stadium Authority
CenturyLink Field and Event Center
800 Occidental Avenue South, Suite 700
Seattle, WA 98134
Attn: Executive Director

PARKING EASEMENT AGREEMENT

GRANTOR: King County

GRANTEE: Washington State Public Stadium Authority

Abbreviated Legal Descriptions: (Grantor's Burdened Property): Portions of Lots 15-21, Block 281, Seattle Tide Lands, in King County, WA.

(Grantee's Benefitted Property): Lots 5-35, Block 285 and Lots 5-35, Block 325, Seattle Tide Lands in Vol. 2, pgs. 29-32, King County, WA, and ptn of vacated 3rd Ave. S.

Additional Legal Descriptions are on Exhibits A & B attached to document

Assessor's Tax Parcel ID Nos.	7666204740	(burdened property)
	7666204720	
	7666204715	
	7666204710	
	7666204705 (portion)	
	766204880; 7666204876	(benefited property)

PARKING EASEMENT AGREEMENT

This PARKING EASEMENT AGREEMENT (this "Easement Agreement") is dated as of _____, 2012, and is by and between KING COUNTY, a political subdivision of the State of Washington ("Grantor"), and the WASHINGTON STATE PUBLIC STADIUM AUTHORITY, a Washington municipal corporation ("Grantee"), (together, the "Parties").

RECITALS

A. Grantor is the owner of the real property legally described in Exhibit A-1 attached to this Easement Agreement and the improvements constructed thereon (the "Metro Garage Property"). The improvements constructed upon the Metro Garage Property include an approximately 1,009 stall parking garage commonly known as the Metro Employees' Parking Garage (the "Metro Garage"). The Metro Garage is located within and is a component of Grantor's Metro Transit Central Campus (the "Metro Central Campus") and is used for parking by Grantor's employees working for Grantor's Metro Transit Division ("Metro") and for other purposes. The property comprising the Metro Central Campus is depicted on Exhibit A-3 attached to this Easement Agreement.

B. Grantee is the owner of the real property legally described in Exhibit B attached to this Easement Agreement and the improvement constructed thereon (the "Stadium Property"). The improvements constructed upon the Stadium Property include a multi-use stadium and related parking presently known as "CenturyLink Field" (the "Stadium") and adjacent exhibition center (the "Exhibition Center").

C. Grantor and Grantee wish to provide an express recorded easement agreement for event-related parking and, thus, Grantor has agreed to grant an easement for the benefit of the Stadium Property for the purposes and on the terms and conditions described herein.

D. Pursuant to that certain Purchase and Sale Agreement (the "Purchase Agreement") dated June 21, 2007, as amended, between Grantor, as seller, and North Lot Development, LLC ("NLD"), as purchaser, Grantor sold to NLD certain real property legally described therein (the "NLD Property") and commonly known as the "north half of the North Lot" which property is located in the vicinity of the Stadium Property and, among other uses, was formerly used as a parking lot for Stadium and Exhibition Center events. One of the provisions of the Purchase Agreement requires NLD to provide permanent replacement parking for use by Grantee and its permitted users to replace the parking lost in connection with the sale and ultimate development of the NLD Property (the "Permanent Replacement Parking").

E. Grantor and Grantee have determined that the Metro Garage affords sufficient parking to fulfill NLD's Permanent Replacement Parking obligations and could be made available because Grantor's principal and priority use of the Metro Garage generally occurs during the Stadium Property's non-peak hours of use, and the Stadium Property's event-related peak hours of use generally occur during Metro non-peak hours of use. Consequently, Grantor is willing to allow Grantee to use the Metro Garage for event-related parking during Metro

non-peak hours of use. Further, the Parties intend that execution and recording of this Easement Agreement by Grantee and Grantor shall fulfill NLD's Permanent Replacement Parking obligation required under the Purchase Agreement, and that Grantee shall release Grantor from all of Grantor's parking-related obligations and duties relating to the NLD Property.

F. On September 26, 2011, Grantor granted to Grantee a Special Use Permit permitting use of 274 parking stalls in the Metro Garage as temporary replacement parking for the loss of parking lost upon the start of NLD's development of the NLD Property. Also on September 26, 2011, Grantor and Grantee entered into a Terms Sheet Agreement outlining the basic terms to be incorporated in a subsequent agreement (i) granting Grantee an interest in the Metro Garage; and (ii) entitling Grantee to use at least 491 stalls in the Metro Garage as the Permanent Replacement Parking, taking into account the fact that not all 491 stalls are available at times on weekdays, and that more than 491 stalls are available at times on weekends.

G. On November 17, 2011, Grantee's Board of Directors adopted its Resolution Number 238, formally designating the Metro Garage as "a parking facility that is part of the stadium and exhibition center" for purposes of the Stadium Act [Washington Laws of 1997 Ch. 220, portions of which are codified at RCW ch. 36.102] that authorized formation of Grantee and development, financing and construction of the Stadium and Exhibition Center.

H. Subject to the terms and conditions described herein, Grantor is willing to grant an easement for the benefit of the Stadium Property and Grantee is willing to accept that easement for the purposes and on the terms and conditions described herein.

AGREEMENT

1. Grant of Parking and Access Easement. For and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, and Grantee hereby accepts, a non-exclusive easement in the "Garage Easement Area" described on Exhibit A-2 for vehicular parking over, across and within the Metro Garage Property, together with vehicular and pedestrian access to, from, over and across the Metro Garage on the Metro Garage Property, all as more fully described herein. The Garage Easement Area contains approximately 965 parking stalls of the approximately 1,009 total parking stalls in the Metro Garage. Grantee shall have the shared, nonexclusive right to use the 965 parking stalls within the Garage Easement Area, subject to the terms and conditions of this Easement Agreement.
2. Term.
 - A. The term of this Easement Agreement (the "Term") shall commence on the date this Easement Agreement is fully executed and recorded (the "Commencement Date") and shall terminate on the later of:
 - i. The expiration of the "Minimum Useful Life" of the Metro Garage as provided in Section 2.B herein; or

- ii. The date the Metro Garage is permanently closed or demolished.
- B. The Parties agree that for purposes of this Easement Agreement, the Minimum Useful Life of the Metro Garage shall be forty seven (47) years from the Commencement Date.
3. Operating and Maintenance/Capital Improvement Agreement. The O&M/Capital Improvement Agreement is intended by the Parties to provide additional detail with respect to the implementation of this Easement Agreement and the operation, maintenance and improvement of the Metro Garage under and consistent with this Easement Agreement. The O&M/Capital Improvement Agreement also is intended to provide the Parties the flexibility to change the O&M/Capital Improvement Agreement based upon experience, their relative use of the Metro Garage and evolving best practices, among other factors, and the Parties may update and amend the O&M/Capital Improvement Agreement from time to time to address those matters. However, if there is any conflict or ambiguity between such agreement and this Easement Agreement, this Easement Agreement shall control. The initial O&M/Capital Improvement Agreement, entered into contemporaneously with this Easement Agreement, is attached as Exhibit D to this Easement Agreement.
4. Scope of Easement.
- A. Easement Rights Granted. Grantor hereby grants to Grantee the following rights:
- i. The nonexclusive right for Grantee, its employees, contractors, agents, invitees, licensees, and members of the public ("Permitted Users") to use the Garage Easement Area for "Event-Related Vehicle Parking" during the limited times of the day in the limited amounts shown in Exhibit C attached to this Easement Agreement ("Grantee's Stall Use"). "Event-Related Vehicle Parking" means parking related to events at the Stadium, Exhibition Center, Safeco Field, other arenas or other events with respect to which Grantee has provided to Grantor at least sixty (60) days' advance written notice, except as the Parties may agree to adjust this notice requirement as provided in the O&M/Capital Improvement Agreement. Event-Related Vehicle Parking does not include commuter parking.
 - ii. In connection with Grantee's Stall Use, Permitted Users shall have non-exclusive pedestrian and vehicle access to, from, over and across the parking stalls, entrances, exits, and drive aisles within the Garage Easement Area in the Metro Garage on the Metro Garage Property to the extent reasonably necessary to accommodate Grantee's Stall Use.
 - iii. In connection with Grantee's Stall Use, Permitted Users shall have non-exclusive pedestrian access to entrance and exit stairways and elevators within the Garage Easement Area in the Metro Garage as reasonably necessary in connection with

Grantee's Stall Use, except for the bridge to Ryerson Base. Use of the bridge to Ryerson Base is strictly excluded from this Easement Agreement.

- iv. In connection with the fulfillment of Grantee's rights and obligations under this Easement Agreement at times that are not during Grantee's Stall Use, such as for managing Grantee's Stall Use, Grantee, its employees, contractors, and agents shall have non-exclusive pedestrian and vehicle access and parking within the Garage Easement Area in the Metro Garage and upon the Metro Garage Property upon prior reasonable notice to Grantor, provided that (i) no such notice shall be required for preparations immediately before, operations during, and clean up immediately after, scheduled Event-Related Vehicle Parking; and (ii) at no time shall Grantee's use of parking stalls exceed the amounts identified in Exhibit C hereto, without Grantor's consent as provided in the O&M/Capital Improvement Agreement.
- v. To charge and retain any fee or charge Grantee may elect to assess against the Permitted Users, in its sole discretion, for Grantee's Stall Use.
- vi. All signage of any nature installed or placed by or for the benefit of Grantee shall be subject to Grantor's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed, and to the terms of this Section. Grantee shall be permitted to have one banner or one permanent sign (electronic or otherwise) installed on the exterior side of the Metro Garage that is reasonably compatible with the exterior façade architecture and artwork of the Metro Garage in order to promote and manage parking in the Metro Garage. Grantee's signage shall promote only the availability of Event-Related Vehicle Parking at the Metro Garage by identification of event type (e.g., "soccer") or generic or specific venue description (e.g., "ballpark," "Safeco Field," CenturyLink Field") but may not promote or refer to a particular team, person or entity. Grantee's signage shall not obstruct, alter, modify or change the artwork on the north wall of the Metro Garage and shall comply with the terms of any agreement with the artist who installed that artwork in effect as of the Commencement Date. Grantee may also place temporary directional signage in or at the entrances to the Metro Garage to enhance the flow of parking and ingress and egress, provided such signage shall not unreasonably interfere with Grantor's use of the Metro Garage and Metro Garage Property. Grantee shall be solely responsible for the cost of all of Grantee's signage and all costs of installing, maintaining and removing such signage. Notwithstanding the foregoing, the installation of any signage for the benefit of Grantee that is permanently affixed to the Metro Garage (i.e., affixed with bolts, screws or other means that penetrate the Metro Garage exterior, as opposed to temporary signs or banners that are tied to or hung from the Metro Garage) shall be considered an Alteration and must comply with the terms of Section 4.C.ix of this Easement Agreement. Grantor reserves the right to place, operate and maintain signage for advertising or any other purpose in, on or around the Metro Garage and the Metro Garage Property; provided, that such advertising

shall not promote commercially competing Event-Related Vehicle Parking or unreasonably interfere with Grantee's signage.

B. No Other Rights. No other use rights are granted to Grantee to any portion of the Garage Easement Area, Metro Garage or Metro Garage Property other than as specifically described in Section 4.A and no other uses, purposes, rights or conveyances are implied or granted herein to Grantee.

C. Limitations on Grant of Easement Rights.

- i. The easement rights granted under Section 4.A of this Easement Agreement apply to the Metro Garage in its current as-built location, dimensions, height and clearances, all as of the date of recording of this Easement Agreement.
- ii. Grantee accepts its easement rights in the Metro Garage and the Metro Garage Property in the current, "as is" state and condition of the Metro Garage and the Metro Garage Property. Grantee acknowledges that Grantor has made no representations to Grantee respecting the condition of the Metro Garage or the Metro Garage Property, including without limitation its environmental condition, except as specifically set forth in this Easement Agreement, and that Grantee has had the opportunity to inspect the Garage Easement Area, the Metro Garage and the Metro Garage Property prior to the Commencement Date to discover patent, latent known, and unknown defects, including the environmental conditions. Grantor has no obligation or duty and has made no promises to alter, remodel, improve, repair, decorate or paint the Metro Garage or the Metro Garage Property, except as specifically set forth in this Easement Agreement.
- iii. Grantee is strictly and solely responsible to obtain and maintain at its expense any permits required by the City of Seattle, or any other agency with jurisdiction over the Metro Garage, to establish and sustain the use of the Metro Garage for Grantee's Stall Use, including paying any permit fees associated with Grantee's Stall Use, provided that Grantee shall not submit any permit applications to or accept any permits from any agency with jurisdiction without the prior written approval of Grantor, which shall not be unreasonably withheld, conditioned or delayed, and that Grantee shall provide Grantor with reasonable notice and an opportunity to participate in any and all permit or other authorization processes. To the extent permitted by law, and subject to approval by the King County Council as may be required by law, Grantor will execute any documents reasonably required by the City of Seattle or other agency or entity with jurisdiction over the Metro Garage to establish and maintain Grantee's Stall Use as a permitted use of the Metro Garage and on the Metro Garage Property.
- iv. Grantee's Stall Use is strictly for short-term, Event-Related Vehicle Parking of passenger motor vehicles and motorcycles (collectively, "vehicles"). The following are strictly prohibited anywhere on the Metro Garage Property, and the Metro Garage:

- (1) Tailgating (including picnicking, barbecuing, and grilling of any kind);
 - (2) Consumption of alcohol or alcoholic beverages of any kind;
 - (3) Parking or storage of recreational vehicles, trailers, boats, or dismantled, wrecked, or inoperable vehicles;
 - (4) Storage of any other personal property;
 - (5) Washing, cleaning, repairing or working on vehicles; and
 - (6) Overnight parking, except occasionally for vehicles left following events that must be removed under procedures established pursuant to the O&M/Capital Improvement Agreement.
- v. Grantee shall conform to all reasonable rules and regulations for the Metro Garage and the Metro Garage Property that Grantor establishes from time to time, which may include, but need be not limited to: use of the entrances, exits, pedestrian access ways, stairwells, elevators and location of stalls available to Grantee for parking in the Metro Garage; hours of use; towing requirements; vehicle size or weight limitations; and safety or security programs developed by Grantor or required by law. Provided, that Grantor's rules and regulations shall not be inconsistent with this Easement Agreement and shall not unreasonably interfere with or disproportionately affect Grantee's Stall Use, as compared to Grantor's use of the Metro Garage.
- vi. Grantee acknowledges that the Metro Garage is used by others, including but not limited to Grantor's employees, visitors and contractors. Grantee's Stall Use shall not unreasonably interfere with use of the Metro Garage by such other parties.
- vii. Grantee acknowledges that Grantee's Stall Use may be temporarily interrupted or diminished by reason of (a) accident or repairs, alterations or improvements necessary to be made, or (b) any causes beyond the control of Grantor. In managing its response to any such events, Grantor shall work to ensure that any such interruption or diminution does not, to the extent within the reasonable control of Grantor, unreasonably interfere with or disproportionately affect Grantee's Stall Use, as compared to Grantor's use of the Metro Garage, and that the interruption or disruption is mitigated or abated as promptly as reasonably practicable.
- viii. With respect to any duty or obligation imposed on Grantee by this Easement Agreement, unless a time limit is specified for the performance of such duty or obligation, it shall be Grantee's duty to commence and perform the same in a diligent and workmanlike manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of performance.
- ix. Grantee shall not make any improvements or alterations to the Metro Garage ("Alterations") unless it first obtains Grantor's prior written approval, which approval Grantor shall not unreasonably withhold, provided Grantor shall have no

obligation to approve an Alteration that (a) affects the Metro Garage's structural elements or materially affects the Metro Garage's building systems; (b) will unreasonably interfere with Grantor's use of the Metro Garage; or (c) will increase the cost of operating or maintaining the Garage (unless Grantee agrees to be solely responsible for such increased costs). Grantor may impose as a condition of such approval such requirements as Grantor may reasonably deem necessary, given the scope and nature of the Alteration, which may include the submission of plans and specifications for Grantor's prior written approval, obtaining necessary permits, posting bonds, obtaining insurance, prior approval of contractors, subcontractors and suppliers, prior receipt of copies of all contracts and subcontracts, contractor and subcontractor lien waivers, affidavits listing all contractors, subcontractors and suppliers, use of union labor (if Grantor uses union labor), payment of prevailing wages, affidavits from engineers acceptable to Grantor stating that the Alteration will not adversely affect the systems, equipment or structure of the Metro Garage, and requirements as to the manner and times in which the Alteration shall be performed. Grantor may elect to itself make any such Alteration and be fully reimbursed by Grantee. Any Alteration installed for the benefit of Grantee shall, at the option of Grantor, be removed and any damage resulting from such removal repaired by Grantor or Grantee at the sole cost and expense of Grantee at the end of the Term.

- x. Grantee shall comply with all applicable laws, ordinances, regulations and requirements (the "Laws") of all federal, state and municipal governments having jurisdiction or authority, including without limitation all applicable regulations of the Federal Transit Administration. If Grantee learns or discovers that Grantee's use of the Metro Garage might constitute a violation of any of the Laws, then Grantee shall, at its sole cost and expense, promptly take all steps to obtain all necessary permits, licenses, permissions, consents and approvals as may be required to bring Grantee's use of the Metro Garage into compliance with the Laws, or cease the violative activity.

5. Grantor's Reserved Rights. Grantor reserves to itself all existing and future rights in and to the Metro Garage and the Metro Garage Property that are not specifically granted to Grantee in Section 4. Grantor's reserved rights include but are not limited to the following:

- A. To use the Metro Garage and Metro Garage Property for Grantor employee parking or any other purpose at any time that does not unreasonably interfere with, or reduce the number of stalls available for, Grantee's Stall Use, provided that no such use shall commercially compete with Grantee's Event-Related Vehicle Parking. Grantor may permit the Metro Garage to be used for parking by third parties, but Grantor shall not allow the garage to be used for third-party commuter parking unless Grantor first obtains Grantee's concurrence that such third-party commuter parking will not unreasonably interfere with or reduce the number of parking stalls available for Grantee's Stall Use, which concurrence by Grantee shall not be unreasonably withheld, conditioned or delayed.

- B. To use the Metro Garage for a limited number of "route pick" and other employee events each calendar year ("Metro Employee Event Parking") during the Term, which Metro Employee Event Parking may temporarily interfere with or preclude Grantee's Stall Use. Such use, interference, and preclusion shall not constitute or be deemed a default or breach of this Easement Agreement. Provided however, that Grantor shall be entitled to not more than the number of events per year that require Metro Employee Event Parking which will conflict with Event-Related Vehicle Parking as is reasonably necessary, and if Grantee is using the Metro Garage for Event-Related Vehicle Parking on such dates, Grantor shall use not more than that number of stalls in the Garage Easement Area as is reasonably necessary for Grantor's event. The O&M/Capital Improvement Agreement shall include a process under which the Parties review the routinely scheduled Metro Employee Event Parking prior to the beginning of each calendar year, using reasonable efforts to avoid dates on which Grantee will be using the Metro Garage for Event-Related Vehicle Parking.
- C. To grant others the right or privilege to park vehicles in the Metro Garage or on the Garage Property in exchange for a fee, provided that any such grant shall not unreasonably interfere with, or reduce the number of stalls available for, Grantee's Stall Use, and shall be subject to the use restrictions in Section 5.A above. Grantor further reserves the right to all parking revenue related to or arising out of the grant of such other right or privilege.
- D. To assign specific parking stalls for specific users, and to reserve parking stalls for small cars, oversize vehicles, car pools, or disabled parkers or other reasonable categories of parkers in the Metro Garage, but only to the extent such actions do not unreasonably interfere with, or reduce the number of stalls available for, Grantee's Stall Use.
- E. To ban from the Metro Garage any person who violates Grantor's rules or regulations.
- F. To utilize the Metro Garage for vehicle parking or other purposes that may temporarily interfere with Grantee's Stall Use due to severe weather, natural disaster, act of God, or other emergencies not within Grantor's control ("Emergency Parking"). Grantee understands, acknowledges, and agrees that Emergency Parking shall not constitute or be deemed a default or breach of this Easement Agreement, provided that such utilization shall not disproportionately affect Grantee's Stall Use, as compared to Grantor's use of the Metro Garage, and also shall be mitigated or abated as promptly as reasonably practicable.
- G. To change the dimensions, height and clearances, parking stalls, entrances, exits and drive aisles of the Metro Garage on the Garage Property from time to time, including in connection with the alteration or modification of any building elements, equipment, systems and other improvements for the Metro Garage, provided that such

changes shall not unreasonably interfere with or disproportionately affect Grantee's Stall Use, as compared to Grantor's use of the Metro Garage.

- H. To temporarily close portions of the Metro Garage (i) to make repairs, perform services, perform maintenance, or to alter, modify, restripe, improve or renovate the Metro Garage, or (ii) to the extent necessary as a result of any damage by casualty, strike, condemnation, acts of God, requirements or law or any other reason beyond Grantor's reasonable control. Except in the case of emergency repairs or repairs or maintenance that will not unreasonably interfere with or disproportionately affect Grantee's Stall Use, as compared to Grantor's use of the Metro Garage, Grantor shall give Grantee not less than thirty (30) days' prior written notice of any such closure. To the extent reasonably practicable, Grantor shall coordinate with Grantee and endeavor to schedule temporary closures to avoid unreasonable interference with Grantee's Stall Use. In managing such closures, Grantor shall work to ensure that any such closure does not, to the extent within the reasonable control of Grantor, unreasonably interfere with or disproportionately affect Grantee's Stall Use, as compared to Grantor's use of the Metro Garage, and that the closure is mitigated or abated as promptly as reasonably practicable.
- I. To convey the Metro Garage or the Metro Garage Property to another person or entity, subject to this Easement Agreement and Grantee's rights under this Easement Agreement. Grantor shall provide Grantee reasonable advance notice of any such conveyance.
- J. Grantor is responsible to obtain and maintain any permits required by the City of Seattle, or any other agency with jurisdiction over the Metro Garage, to sustain the use of the Metro Garage for its current and continued use by Grantor, including paying any permit fees associated with such use. To the extent permitted by law, Grantee will execute any documents reasonably required by the City of Seattle or other agency or entity with jurisdiction over the Metro Garage to maintain such use of the Metro Garage and on the Metro Garage Property.
- K. With respect to any duty or obligation imposed on Grantor by this Easement Agreement, unless a time limit is specified for the performance of such duty or obligation, it shall be Grantor's duty to commence and perform the same in a diligent and workmanlike manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of performance. In the event of a system or equipment failure that would unreasonably interfere with Grantee's Stall Use, Grantor shall promptly undertake repair of such system or equipment to minimize, to the extent reasonably practicable, any such impairment, or Grantor may elect in its discretion to authorize Grantee to do so if Grantee is able to accomplish such repair more promptly. Any such repair performed by Grantee shall not be deemed an Alteration for purposes of Section 4.C.ix, but shall be subject to such reasonable conditions as Grantor may impose in light of the urgent nature of such repair.

- L. Grantor shall comply with all Laws of all federal, state and municipal governments having jurisdiction or authority, including without limitation all applicable regulations of the Federal Transit Administration. If Grantor learns or discovers that Grantor's use of the Metro Garage might constitute a violation of any of the Laws, then Grantor shall, at its sole cost and expense, promptly take all steps to obtain all necessary permits, licenses, permissions, consents and approvals as may be required to bring Grantor's use of the Metro Garage into compliance with the Laws, or cease the violative activity.

6. Maintenance.

- A. The Metro Garage is subject to Grantor's exclusive control and management, except as otherwise set forth in this Easement Agreement. Grantor shall make all operational decisions relating to the Metro Garage and the Metro Garage Property, subject only to the provisions of this Easement Agreement and applicable law.
- B. Grantor shall cause the Metro Garage to be maintained at a level not below that necessary to keep it in good operating condition throughout the Term, and at a level not below that to which Grantor maintains its Park and Ride Garages, as further provided in the O&M/Capital Improvement Agreement.
- C. Grantee shall pay an appropriate share, based on its relative use of and rights in the Metro Garage, of Maintenance, Major Maintenance and Capital Improvement costs, as further set forth in the O&M/Capital Improvement Agreement, provided that Grantee shall pay no less than the amount required under the formula for allocating Maintenance expenses or the share of Major Maintenance and Capital Improvement costs required under the O&M/Capital Improvement Agreement attached hereto as Exhibit D and executed contemporaneously with this Easement Agreement unless such lower share is approved by the Metropolitan King County Council.
- D. "Maintenance" means the routine, regularly recurring services necessary to operate and maintain the Parking Garage and shall include, but is not limited to, minor restriping and painting, inspection, testing, routine repair and replacement of components of mechanical, electrical, or other building systems, if any, and cleaning of the Metro Garage, including elevators, stairwells, and appurtenant facilities, including the removal of all graffiti.
- E. "Major Maintenance" means major repairs or replacements beyond those which are a part of Maintenance and shall include, but is not limited to, major restriping and painting, repair, maintenance and replacement of those items which are of a structural nature, such as foundation, walls, floors, roof, or building frame; and major repairs or replacements of vehicular and pedestrian access ways, elevators, generator, staircases, and utility systems (electrical, lighting, water, sewage, communications, fire, security, etc.). Major Maintenance may include items that are capitalized and made a part of the Metro Garage asset.

- F. Maintenance and Major Maintenance include all maintenance, repairs and replacements necessary to maintain and operate the Metro Garage in the condition required under the Easement Agreement throughout the Term of this Easement Agreement.
- G. "Capital Improvement" means improvements beyond Maintenance or Major Maintenance that are intended to extend the useful life of the Metro Garage beyond the Term of this Easement Agreement, to expand the capacity of the Metro Garage or to modernize or make its operations and usefulness more efficient.
- H. Grantee shall pay all costs for repair of damage to the Metro Garage or Metro Garage Property arising from Grantee's exercise of its rights under this Easement Agreement, provided the foregoing shall not apply to normal wear and tear. Grantor shall elect in its sole discretion whether to itself perform the repairs and be fully reimbursed by Grantee, or to have Grantee perform the repairs, in which case such repair shall be considered an Alteration and must comply with the terms of Section 4.C.ix of this Easement Agreement. If Grantee performs the repairs, it shall begin without delay and continue without interruption until completed. Grantor shall pay all costs for repair of damage to the Metro Garage or Metro Garage Property arising from Grantor's use of the Metro Garage or Metro Garage Property, provided the foregoing shall not apply to normal wear and tear.
- I. The responsibilities of the Parties with regard to operations, Maintenance, Major Maintenance and Capital Improvements are more specifically detailed in the O&M/Capital Improvement Agreement that is attached to this Easement Agreement.
- J. The Parties shall establish a Parking Management Committee (the "Committee") consisting of one representative designated by Grantee, one representative designated by Grantee's tenant ("Master Tenant") under that certain Master Lease dated November 24, 1998, as amended, originally between Grantee as landlord and First & Goal, Inc., a Washington corporation ("FGI") as tenant, and two representatives designated by Grantor. The Committee shall meet not less frequently than annually. In addition to the Committee's specific responsibilities under this Easement Agreement, the Parties also may confer, consult and cooperate with each other through the Committee with respect to other matters that may arise concerning their shared use of the Metro Garage. The Committee shall have the express authority (i) to approve an operational plan for the Metro Garage (which may include matters such as segregating the location of the parking stalls allocated to each of the Parties under this Easement Agreement within the Metro Garage, and permitting Grantee to perform additional maintenance in the Metro Garage, such as sweeping); (ii) to monitor and confirm the performance of the annual maintenance plan approved by the Parties; and (iii) any other matters that may be delegated to the Committee for its decision by the Parties. In addition, the Committee shall review and advise the Parties with respect to matters such as the coordination of schedules, forecasting the Parties' use of the Metro Garage over the coming twelve-month period, other maintenance and operation matters and the need for and scheduling of Major

Maintenance and Capital Improvement items, and shall perform such other tasks as may be delegated to the Committee by the Parties from time to time. All decisions of the Committee must be unanimous. If the Committee members cannot unanimously agree on any matter after reasonable mutual good faith efforts to do so, Grantor shall confer with Grantee with respect to such matter, but if Grantor and Grantee are unable to agree after reasonable mutual good faith efforts to do so, such matter shall be decided by Grantor. If Grantee believes that any decision by Grantor is inconsistent with any provision of this Easement Agreement or the O&M/Capital Improvement Agreement, including but not limited to belief that such decision does not meet the maintenance standard required under Section 6.B of this Easement Agreement, or that it unreasonably interferes with or disproportionately affects Grantee's Stall Use, as compared to Grantor's use of the Metro Garage, then Grantee may submit the matter to dispute resolution in accordance with Section 12 of this Easement Agreement.

7. Garage Security.

- A. Grantor shall provide customary security for its use of the Metro Garage. Grantee shall provide any incrementally additional security directly arising from Grantee's Stall Use. Grantor and Grantee shall jointly establish a security coordination plan for Grantee's Stall Use.
- B. Grantee acknowledges that safety and security devices, services and programs provided by Grantor at the Metro Garage, if any, may not in given instances prevent theft or other criminal acts, or ensure safety of persons or property or limit access. With respect to Grantee's property and interests, and those of its employees, agents, contractors, licensees, invitees, and members of the public, Grantee assumes the risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented by a criminal or other person. Grantee shall obtain insurance coverage to the extent Grantee desires protection against criminal acts and other losses. Grantee agrees to cooperate in any reasonable safety or security program developed by Grantor or required by law.

8. Termination.

- A. By Grantee. Grantee may terminate this Easement Agreement by providing at least sixty (60) days' prior written notice to Grantor. Upon the effective date of such termination, neither Grantor nor Grantee shall have any further rights or obligations under this Agreement, except obligations that accrued prior to such effective date of termination.
- B. By Grantor During Minimum Useful Life. During the Minimum Useful Life of the Metro Garage as defined in Section 2, Grantor may terminate this Easement Agreement by providing at least sixty (60) days' prior written notice to Grantee, but only if Grantor promptly issues a new Easement Agreement providing Grantee with equivalent Grantee's Stall Use rights at a location reasonably acceptable to Grantee

on the Metro Garage Property or another property in the vicinity, and the term of such new Easement Agreement runs until the later of (i) the date such new facility is permanently closed or demolished; or (ii) the remaining Minimum Useful Life.

- C. By Grantor After Minimum Useful Life of the Metro Garage. Grantor may terminate this Easement Agreement at any time after the expiration of the Minimum Useful Life of the Metro Garage as defined in Section 2 when Grantor permanently closes the Metro Garage or will demolish it. Grantor shall provide Grantee at least sixty (60) days' prior written notice of such termination. Upon the effective date of such termination, Grantee shall have no further right to Grantee's Stall Use or any other right or privilege granted under this Easement Agreement.
- D. By Casualty. If, at any time, the Metro Garage is rendered wholly or partially unfit for vehicle parking by damage or destruction, then Grantor, after reasonable consultation with Grantee, may determine whether to repair or replace the Metro Garage as follows:

i. If:

- (a) The cost to repair or functionally replace the Metro Garage is reasonably estimated by Grantor to be eighty percent (80%) or less of the full replacement cost of the Metro Garage (provided such percentage shall be adjusted as provided in paragraph (v) below); and
- (b) Insurance proceeds sufficient to pay the cost of such repair or replacement are available to Grantor (subject to paragraphs (ii) through (v) of this Section 8.D); and
- (c) Then-current law permits the repair or replacement of the Metro Garage to its prior condition;

then Grantor shall restore the Metro Garage to its prior condition, subject to paragraphs (ii) through (vii) of this Section 8.D.

ii. Availability of Insurance Proceeds.

- (a) For purposes of this Section 8.D, insurance proceeds shall be deemed "available" to Grantor only if insurance proceeds are disbursed as a result of a casualty that affects only the Metro Garage or the Metro Garage and other facilities in the Metro Central Campus but no other properties owned by the County.
- (b) If insurance proceeds are disbursed as a result of a casualty that affects the Metro Garage and other properties owned by Grantor (including a casualty that affects only the Metro Garage and other facilities in the Metro Central Campus) and such proceeds are inadequate to repair or replace all of the

affected County-owned properties, including the Metro Garage, then such proceeds shall not be deemed "available" to Grantor, and Grantor shall not be obligated to repair or restore the Metro Garage under paragraph (i) of this Section 8.D.

- (c) Insurance proceeds sufficient to pay the cost of such repair or replacement shall be deemed to be available to Grantor if the insurance proceeds available to Grantor plus the amount of any deductible amount or self-insured retention under Grantor's casualty policy equal or exceed the cost of such repair or replacement or if the repair or replacement cost is within any amount of self-insured retention or insurance deductible amount.
- iii. Replacement at Grantee's Expense. If insurance proceeds are not deemed available under paragraph 8.D(ii), but the other conditions to repair or replace the Metro Garage under paragraph 8.D(i)(a) and 8.D(i)(c) have been met, Grantee may elect to fund the shortfall in insurance proceeds itself, or make funds available from a third party, and in such event, Grantor shall be obligated to repair or restore the Metro Garage, provided that Grantee fully satisfies the requirements of Section 8.D.ix of this Easement Agreement.
- iv. Whenever the Metro Garage is restored or repaired pursuant to this Section 8.D, any amount of self-insurance retained by Grantor or insurance deductible amount payable in connection with such repair or restoration shall be paid by Grantor and Grantee in a ratio equal to their average share of Major Maintenance costs, as determined under the O&M/Capital Improvement Agreement, over the course of the Term up to the date of such damage or destruction, or in such other amount as the Parties agree upon.
- v. The eighty percent (80%) amount in Section 8.D.i above shall be reduced to:
 - (i) sixty percent (60%) commencing on the tenth (10th) anniversary of the Commencement Date; (ii) forty percent (40%) commencing on the twentieth (20th) anniversary of the Commencement Date; (iii) twenty percent (20%) commencing on the thirtieth (30th) anniversary of the Commencement Date; and (iv) ten percent (10%) commencing on the fortieth (40th) anniversary of the Commencement Date.
- vi. Notwithstanding paragraphs (i) through (v) of this Section 8.D, Grantor shall have no obligation to restore the Metro Garage as the result of a casualty that occurs during the last five (5) years of the Minimum Useful Life or at any time thereafter.
- vii. If only a portion of the Metro Garage is rendered unfit for vehicle parking by damage or destruction and the requirements of Sections 8.D.i for full repair or replacement can be satisfied only with respect to a project that would produce a repaired or replacement garage with lower parking stall capacity, Grantor shall proceed with such a project. Any resulting overall reduction in parking capacity

in the Metro Garage shall be applied on an equal percentage basis to each Party's respective parking rights in the Garage Easement Area as set forth in Exhibit C to this Easement.

viii. Voluntary Repair or Restoration.

- (a) In all other events of damage or destruction to the Metro Garage, Grantor may elect in its sole discretion whether to repair or restore the Metro Garage, or to terminate this Easement Agreement. By way of example only, if a portion of the Metro Garage were rendered unfit for vehicle parking by damage or destruction and insurance proceeds were deemed "unavailable" under paragraph (ii) of this Section 8.D, then Grantor could elect to proceed with a project that would produce a repaired or replacement garage with lower parking stall capacity.
 - (b) If Grantor elects to voluntarily repair or restore the Metro Garage under this section 8.D.viii, then any resulting overall reduction in parking capacity in the Metro Garage shall be applied on an equal percentage basis to each Party's respective parking rights in the Garage Easement Area as set forth in Exhibit C to this Easement. Grantor shall consult with Grantee in good faith when considering such election, and shall notify Grantee of its decision promptly after the date of such damage or destruction.
- ix. If Grantor is obligated to repair or functionally replace the Metro Garage under Section 8.D.iii of this Easement Agreement or elects to repair or replace the Metro Garage under Section 8.D.viii of this Easement Agreement, then Grantor shall consult with Grantee with respect to repair and replacement options. Upon Grantor deciding on a repair or replacement plan, Grantor shall notify Grantee in writing. Grantee, in turn, may:
- (a) Notify Grantor in writing that Grantee wishes to participate in the repair or replacement of the Metro Garage by paying either (1) with regard to an election by Grantee under Section 8.D.iii of this Easement Agreement, the total amount needed to fund the shortfall in insurance proceeds or to be made available by a third party under Section 8.D.iii; or (2) with regard to an election by the Grantor to repair or replace under Section 8.D.viii of this Easement Agreement, a proportionate share of the cost to do so (to the extent insurance proceeds are not available) consistent with its average share of Major Maintenance costs, as determined under the O&M/Capital Improvement Agreement, for each year of the Term up to the date of such damage or destruction or in such other amount as the Parties agree upon; and
 - (b) Promptly pay or provide reasonably sufficient evidence of its ability to timely pay its proportionate share of the repair or replacement cost.

If Grantee promptly fulfills both conditions (a) and (b), then this Easement Agreement shall not terminate, and shall instead continue until the later of the end of the Minimum Useful Life of the Metro Garage or until the repaired or replaced Metro Garage is permanently closed or demolished. If, on the other hand, (i) Grantee fails to fulfill conditions (a) and (b); or (ii) Grantee elects not to participate in the repair or replacement of the Metro Garage, then Grantor may terminate this Easement Agreement by providing written notice to Grantee, and upon delivery of such notice Grantee shall have no further right to Grantee's Stall Use or any other right or privilege granted under this Easement Agreement.

- x. If a project to repair or replace the Metro Garage is not undertaken as required under paragraphs (i), (iii) or (vii) of this Section 8.D or as permitted under paragraph (viii) of this Section 8.D, and Grantor instead makes other arrangements for Metro employee parking elsewhere within the Metro Central Campus (including but not limited to construction of a new parking garage), this Easement shall not terminate and shall instead continue with respect to such parking provided elsewhere within the Metro Central Campus for the following term: (i) if a new parking garage has been constructed, until the later of the end of the Minimum Useful Life of the Metro Garage or until such new garage is permanently closed or demolished; and (ii) if a new parking garage has not been constructed, for as long as Grantor continues to use such other parking arrangements for Metro employee parking in the Metro Central Campus. If such other arrangements do not yield parking capacity comparable to the parking available within the Garage Easement Area under this Easement Agreement, the resulting overall reduction in parking capacity shall be applied on an equal basis to each Party's respective parking rights in the Garage Easement Area as set forth in Exhibit C.

E. By Condemnation.

- i. Except as set forth in paragraph (ii) of this Section 8.E, if all or substantially all of the Metro Garage or the Metro Garage Property (collectively, "the Premises") is taken under power of eminent domain or sold to a condemning authority in lieu thereof (collectively, "Condemnation"), at any time during the Term, then the Term shall cease as of the date of use and possession by the condemner. For purposes of this Section 8.E, a taking or condemnation of all or substantially all the Premises means a taking of such scope that the remaining part of the Premises not taken cannot be so repaired or restored with changes to the former condition and form of property taken such that the repaired and reconstructed property has substantially the same use and the same economic value as the property had immediately prior to such taking and the Premises as so repaired and restored can support Grantee's Stall Use, except as more specifically provided under Section 8.E.ii of this Easement Agreement.
- ii. If the Condemnation is of a minor nature that does not reduce the number of stalls in the Metro Garage and has no material adverse impact on the operation of the

Metro Garage (e.g., a street widening that condemns only a portion of the Metro Garage Property and no portion of the Metro Garage), this Easement Agreement shall remain in full force and effect. If twenty five percent (25%) or less of the Metro Garage is rendered unfit for vehicle parking due to condemnation, Grantor shall proceed with a project that would produce a repaired or replacement garage with lower parking stall capacity. Any resulting overall reduction in parking capacity in the Metro Garage shall be applied on an equal percentage basis to each Party's respective parking rights in the Garage Easement Area as set forth in Exhibit C to this Easement.

- iii. In all other events of a Condemnation, Grantor may elect in its sole discretion whether to repair or restore the Metro Garage, or to terminate this Easement Agreement. Grantor shall consult with Grantee in good faith when considering such election, and shall notify Grantee of its decision promptly after the date of such Condemnation.
- iv. If Grantor is required to repair or functionally replace the Metro Garage under Section 8.E.ii of this Easement Agreement, or elects to repair or functionally replace the Metro Garage under Section 8.E.iii of this Easement Agreement, then Grantor shall consult with Grantee with respect to repair and replacement options. Upon deciding on a repair or replacement plan, which decision shall be made by Grantor in its sole discretion, Grantor shall notify Grantee in writing. Grantee, in turn, may:
 - (a) Notify Grantor in writing that Grantee wishes to participate in the repair or replacement of the Metro Garage by paying a proportionate share of the cost to do so consistent with its average share of Major Maintenance costs, as determined under the O&M/Capital Improvement Agreement, for each year of the Term up to the date of such Condemnation or in such other amount as the Parties agree upon; and
 - (b) Promptly pay or provide reasonably sufficient evidence of its ability to timely pay its proportionate share of the repair or replacement cost.

If Grantee promptly fulfills both conditions (a) and (b), then this Easement Agreement shall not terminate, and shall instead continue until the later of the end of the Minimum Useful Life of the Metro Garage or until the repaired or functionally replaced Metro Garage is permanently closed or demolished. If, on the other hand, (i) Grantee fails to fulfill conditions (a) and (b); or (ii) Grantee elects not to participate in the repair or replacement of the Metro Garage, then Grantor may terminate this Easement Agreement by providing written notice to Grantee, and upon delivery of such notice Grantee shall have no further right to Grantee's Stall Use or any other right or privilege granted under this Easement Agreement.

- v. All proceeds of the Condemnation shall be applied to the cost of restoration of the Metro Garage if Grantor is obligated, or elects, to restore the Metro Garage following a Condemnation. If the Metro Garage is not restored, the proceeds of Condemnation shall be used to raze the Metro Garage or otherwise return it to a safe and legally compliant condition, and any remaining proceeds shall be allocated between Grantor and Grantee in accordance with their relative interests in the Metro Garage pursuant to applicable laws.
 - vi. If a project to restore the Metro Garage is not undertaken as required under Section 8.E.ii of this Easement Agreement or as permitted under Section 8.E.iii of this Easement Agreement and Grantor instead makes other arrangements for Metro employee parking elsewhere within the Metro Central Campus (including but not limited to construction of a new parking garage), this Easement shall not terminate and shall instead continue with respect to such parking provided elsewhere within the Metro Central Campus for the following term: (i) if a new parking garage has been constructed, until the later of the end of the Minimum Useful Life of the Metro Garage or until such new garage is permanently closed or demolished; and (ii) if a new parking garage has not been constructed, for as long as Grantor continues to use such other parking arrangements for Metro employee parking in the Metro Central Campus. If such other arrangements do not yield parking capacity comparable to the parking available within the Garage Easement Area under this Easement Agreement, the resulting overall reduction in parking capacity shall be applied on an equal basis to each Party's respective parking rights in the Garage Easement Area as set forth in Exhibit C.
- F. Process. In the event of a casualty event or condemnation affecting the Metro Garage that would trigger the procedures provided under Sections 8.D and 8.E of this Easement Agreement, respectively, the Parties agree to fulfill their responsibilities, including satisfying procedural requirements and decision-making, in a diligent and expeditious manner such that required decisions and implementing actions are taken as promptly as reasonably practicable.
- G. Renewal. In anticipation of the expiration of the Term of this Easement under any circumstance, the Parties shall consider in good faith opportunities to cooperate in the development and construction of a shared use parking facility to functionally replace the Metro Garage. The Parties anticipate the relationship reflected in this Easement Agreement will prove to be successful and mutually beneficial and that, as a result, perpetuating the relationship in the joint development of a replacement shared use facility should be seriously considered. As the end of the Term approaches, and upon Grantee's request, the Parties will confer and determine a process for good faith, collaborative consideration of such a project, including evaluating feasibility and possible locations as well as funding options, among other matters, but neither party shall have any obligation to proceed with such project. To the extent practicable, Grantor's consideration of alternatives to continued cooperation with Grantee in the development of a replacement facility should be informed by its collaborative consideration with Grantee of a replacement shared use facility.

H. Termination under this Section 8 shall not relieve either of the Parties of liability for any prior duty or obligation then due and outstanding under this Easement Agreement if such duty or obligation remains due and outstanding on the date that that such termination becomes effective.

9. Assignment.

A. By Grantee.

- i. To Master Tenant. Grantee may assign this Easement Agreement to FGI (together with all of Grantee's rights and obligations hereunder) in its capacity as Master Tenant, provided that: FGI shall agree with Grantor and Grantee to assume and be bound by each and every term of this Easement Agreement as if it were an original signatory thereto, provided further that Grantee shall agree that assignment to FGI shall not release Grantee from any of its covenants, agreements, liabilities and duties under this Easement Agreement, but both Grantee and FGI shall remain primarily liable hereunder, and provided further that the assignment must include these required terms and be executed by FGI, Grantee and Grantor. The form of such assignment shall be reasonably acceptable to Grantor. Grantee may assign this Easement Agreement to another Master Tenant, but only consistent with the requirements provided for assignment to FGI and upon written approval by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.
- ii. Other Assignment. Except for assignment to FGI or another Master Tenant under paragraph (i) of this Section 9.A, Grantee may not assign, convey or transfer this Easement Agreement, or any right, privilege, or interest hereunder, without Grantor's prior written consent, which Grantor may provide or withhold in Grantor's sole and absolute discretion.
- iii. Operator Contract Not Affected. As contemplated in the O&M/Capital Improvement Agreement, Grantee may contract with a third-party operator in connection with Grantee's Stall Use but the existence or non-existence of such contract shall not relieve Grantee of its liability for the performance of all obligations of the Grantee hereunder.

B. By Grantor. Grantor may freely assign, convey, or otherwise transfer all or any part of its right, title, and interest in or to the Metro Garage or the Metro Garage Property, subject to this Easement Agreement and Grantee's rights under this Easement Agreement, and upon providing Grantee notice of such assignment, conveyance, or transfer, Grantor shall be entirely freed and released of all future covenants and obligations hereunder.

10. Hazardous Materials and Environmental Compliance.

A. Environmental Compliance.

- i. Grantee shall, at Grantee's own expense, comply with all federal, state and local laws, ordinances and regulations related to Hazardous Materials and all other environmental laws, ordinances and regulations, including but not limited to the Washington Model Toxics Control Act (MTCA) (RCW Ch. 70.105D), Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105), the Resource Conservation and Recovery Act, as amended (RCRA) (42 U.S.C. Sec. 6901 et seq.), the Clean Water Act, the Clean Air Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (42 U.S.C. Sec. 9601 et seq.) (collectively referred to as the "Environmental Laws"), now or hereafter affecting the Metro Garage and the Metro Garage Property related to Grantee's Stall Use or Grantee's other rights under this Easement Agreement.
- ii. Grantee shall not cause or permit to occur any violation of the Environmental Laws on, under, or about the Metro Garage and the Metro Garage Property, or arising from Grantee's Stall Use or other rights under this Easement Agreement, including, but not limited to, soil and ground water conditions.

B. Hazardous Materials. Hazardous Materials as used herein shall mean:

- i. All materials, chemicals, compounds, or substances (including without limitation asbestos, petroleum products, and lead-based paint) identified as hazardous or toxic under Environmental Laws; and
- ii. Automotive fluids and materials, including but not limited to fuel, oil, grease, battery acid, de-icer, wiper fluid, refrigerant, coolant, antifreeze, mercury switches, airbag inflator propellant, and electric or hybrid vehicle batteries.

C. Prohibited Activities.

- i. Except as permitted under paragraph 2 of this Subsection 10.C.ii, Grantee shall not without first obtaining Grantor's prior written approval, use, generate, release, handle, spill, store, treat, deposit, transport, or dispose of any Hazardous Materials in, on, or about the Metro Garage and the Metro Garage Property, or transport any Hazardous Material to or from the Metro Garage and the Metro Garage Property. In the event, and only in the event that Grantor approves any of the foregoing, Grantee agrees that such activity shall occur safely and in compliance with all applicable federal, state, and local laws, ordinances and regulations, including the Environmental Laws.
- ii. Grantor approves the use of automotive fluids and materials, but only to the extent that such are contained within and necessary to the proper function of, vehicles

operated and parked in or on the Metro Garage and the Metro Garage Property pursuant to Grantee's Stall Use or Grantee's other rights under this Easement Agreement. No activities involving the changing or addition of such automotive fluids or materials shall be permitted in or on the Metro Garage or the Metro Garage Property.

D. Notification of Release and Response.

- i. Grantee and Grantor shall establish points of contact available 24 hours a day, 7 days a week for communications regarding Hazardous Materials.
- ii. Grantee shall promptly provide all information regarding any activity of Grantee related to Hazardous Materials on or about the Metro Garage and the Metro Garage Property that is requested by Grantor, including inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises.
- iii. Grantee shall immediately notify Grantor of any Hazardous Materials releases that occur or are detected during or in connection with Grantee's Stall Use or Grantee's other rights under this Easement Agreement, including but not limited to automotive fluids and materials. Grantor shall use commercially reasonable efforts to promptly respond to and clean up all Hazardous Materials releases arising out of or relating to Grantee's Stall Use or other rights under this Easement Agreement. Grantee shall also give Grantor notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation and shall provide to Grantor copies of all reports and/or data regarding any investigations or remediations of the Premises. Grantee shall reimburse Grantor for Grantor's costs and expenses in responding to and cleaning up any such release, including but not limited to all costs and expenses of any long-term remediation or mitigation and any reporting, administrative or legal process required by or brought under any law or regulation.

11. No Liens by or for Grantee.

- A. Grantee acknowledges and agrees that it has no authority, express or implied, to Create or place any lien, encumbrance, hypothecation, or mortgage of any kind or nature whatsoever upon, or in any manner to attach to or bind, any of the following:
 - i. Grantee's interest in this Easement Agreement;
 - ii. Grantee's rights under this Easement Agreement;
 - iii. Grantee's Stall Use; or
 - iv. Grantor's or Grantee's interests in the Metro Garage or the Metro Garage Property.

- B. Grantee covenants and agrees that it will not suffer or permit any lien, encumbrance, hypothecation, or mortgage of any kind or nature whatsoever, to attach to or bind the interests set forth in Section 11.A, above.
- C. If any such lien, encumbrance, hypothecation, or mortgage is filed or made in violation of Sections 11.A and 11.B, then Grantee shall immediately cause such lien, encumbrance, hypothecation, or mortgage to be removed, through payment or other means, and if Grantee fails to do so Grantor may, without waiving its rights and remedies for breach, and without releasing Grantee from its obligations under this Easement Agreement, require Grantee to post security in form and amount reasonably satisfactory to Grantor or to cause such liens to be released by any means Grantor deems proper, including payment upon satisfaction of the claim giving rise to the lien. Grantee shall pay to Grantor upon demand any sum paid by Grantor to remove the liens.
- D. Grantee shall further save and hold Grantor harmless from any and all loss, costs, or expenses based on or arising out of any lien, encumbrance, hypothecation, or mortgage arising out of or relating to the Metro Garage or the Metro Garage Property, including reasonable attorney's fees and costs incurred by Grantor to remove such liens, or in enforcing this Section 11.

12. Dispute Resolution.

- A. Any dispute between the Parties under this Easement Agreement or relating to Grantee's Stall Use shall, as a condition precedent to litigation, first be subject to the dispute resolution procedures set forth in this Section 12.
- B. Negotiated Settlement. The first step in the dispute resolution process settlement of the dispute, as follows:
 - i. A Party desiring to initiate settlement negotiations (the "Initiating Party") may do so by giving written notice to the other Party (the "Responding Party") of the basis for the dispute, provided that the Initiating Party shall use commercially reasonable efforts to furnish the Responding Party, as expeditiously as possible, with notice of any dispute once such dispute is recognized, and shall cooperate with the Responding Party in an effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition which is the cause of such dispute.
 - ii. The Initiating Party shall, within five (5) business days after giving written notice to the Responding Party of the basis for the dispute, prepare and provide to the Responding Party a written, detailed summary of the basis for the dispute, together with all facts, documents, backup data and other information reasonably available to the Initiating Party that support the Initiating Party's position in the dispute.

- iii. The Initiating Party shall designate and make any of its employees or agents having knowledge of the dispute available to the Responding Party to respond to questions of the Responding Party.
 - iv. Within fourteen (14) days after the Initiating Party gives notice of a dispute, (A) the Responding Party shall prepare and provide to the Initiating Party a written, detailed summary, together with all facts, documents, backup data and other information reasonably available to the Responding Party that support the Responding Party's position in the dispute; (B) the Responding Party shall designate and make any of its employees or agents having knowledge of the dispute available to the Initiating Party to respond to questions of the Initiating Party; and (C) employees or agents of the Parties who have authority to settle the dispute, along with other parties having knowledge of or an interest in the dispute, shall meet at a mutually acceptable time and place in Seattle, Washington, in an effort to compromise and settle the dispute.
- C. Mediation. Any dispute which is not resolved by direct discussions and negotiations as provided herein shall be submitted to mediation under the Commercial Mediation Procedures of the American Arbitration Association or such other rules as the Parties may agree to use. If the Parties cannot agree on the selection of a mediator within ten days (10) of the request for mediation, any Party may immediately request the appointment of a mediator in accordance with the governing mediation rules. Mediation shall occur at any location in Seattle, Washington that the mediator may designate. The mediation shall include the exchange of written claims and responses, with supporting information, at least ten (10) days prior to the actual mediation. Grantee, on the one hand, and Grantor, on the other hand, shall each be responsible for 50% of the mediation expenses. The Parties shall conclude mediation proceedings under this Section 12 within sixty (60) days after the designation of the mediator. If mediation proceedings do not resolve the dispute within such period, and if the Parties do not mutually agree to an extension of such period, then a Party may commence litigation with respect to the dispute.
- D. Optional Arbitration. The Parties may, by mutual written agreement, submit any particular claim or dispute to binding arbitration following the American Arbitration Commercial Arbitration Rules, provided, that in the event the individual arbitrators selected by the Parties cannot agree to a unanimous award, then the third arbitrator appointed by the two party-selected arbitrators shall render the award alone after consideration of the award decisions proposed by the respective Parties' arbitrators.
- E. No Prejudice. Provided the Initiating Party has complied with the requirements for giving notice of the existence of a dispute, no delay in disposing of such dispute while the Parties pursue the dispute resolution procedures shall prejudice the rights of any Party. At the request of the Initiating Party or the Responding Party, the Parties shall enter into an agreement to toll the statute of limitations with respect to the subject matter of a dispute while the Parties pursue the dispute resolution procedures.

Positions expressed, responses given, and information submitted in any dispute resolution process under this Section 12 shall not be admissible as evidence in any subsequent dispute resolution, litigation, or other legal proceeding.

- F. Emergency. If Grantor or Grantee reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to or loss of Metro Garage or Metro Garage Property, or that delay in initiating or prosecuting a claim in litigation would irrevocably prejudice a Party, then such Party may pursue any immediate remedy available at law or in equity without following the dispute resolution procedures in this Section 12.

13. Default and Remedies.

- A. Default by Grantee. A material default under this Easement Agreement by Grantee shall include, without limitation, the occurrence of any one or more of the following events:
- i. Grantee shall have failed to pay any payment required hereunder within ten (10) business days following the date where such failure shall continue for a period of an additional ten (10) business days after written notice from Grantor; or
 - ii. Grantee shall have failed to perform any other obligation required hereunder where such failure shall continue for a period of thirty (30) days after written notice from Grantor, provided such 30-day period shall be extended to the extent reasonably necessary to complete such cure so long as Grantee diligently and continuously attempts to do so;
 - iii. Grantee shall have failed to perform any obligation required under the O&M/Capital Improvement Agreement where such failure shall continue for a period of thirty (30) days after written notice from Grantor, provided such 30-day period shall be extended to the extent reasonably necessary to complete such cure so long as Grantee diligently and continuously attempts to do so;
 - iv. (a) Grantee makes a general assignment or general arrangement for the benefit of creditors;
 - (b) A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Grantee (unless within sixty (60) days following the date that a proceeding is filed under the bankruptcy code the bankruptcy trustee or the Grantee as debtor in possession has (i) elected to assume this Easement Agreement; (ii) has cured all defaults under this Easement Agreement and paid all sums due and owing under this Parking Agreement, and (iii) has provided Grantor with adequate assurance that the bankruptcy trustee and/or the Grantee has and will continue to have sufficient unencumbered assets after payment of all secured obligations and administrative expenses to assured Grantor that the bankruptcy trustee and/or

Grantee will have sufficient funds and/or income to fulfill the obligations of Grantee under this Easement Agreement);

- (c) A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantee and is not dismissed within sixty (60) days;
- (d) A trustee or receiver is appointed to take possession of all or substantially all of Grantee's assets; or
- (e) Substantially all of Grantee's assets or Grantee's interest under this Easement Agreement is subjected to attachment, execution or other judicial seizure which is not discharged within sixty (60) days.

B. Default by Grantor. A material default under this Easement Agreement by Grantor shall include, without limitation, the occurrence of any one or more of the following events:

- i. Grantor shall have failed to pay any payment required hereunder within ten (10) business days following the date where such failure shall continue for a period of an additional ten (10) business days after written notice from Grantee; or
- ii. Grantor shall have failed to perform any other obligation required hereunder where such failure shall continue for a period of thirty (30) days after written notice from Grantee, provided such 30-day period shall be extended to the extent reasonably necessary to complete such cure so long as Grantor diligently and continuously attempts to do so;
- iii. Grantor shall have failed to perform any obligation required under the O&M/Capital Improvement Agreement where such failure shall continue for a period of thirty (30) days after written notice from Grantee, provided such 30-day period shall be extended to the extent reasonably necessary to complete such cure so long as Grantor diligently and continuously attempts to do so;
- iv. (a) Grantor makes a general assignment or general arrangement for the benefit of creditors;
- (b) A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Grantor (unless within sixty (60) days following the date that a proceeding is filed under the bankruptcy code the bankruptcy trustee or the Grantor as debtor in possession has (i) elected to assume this Easement Agreement; (ii) has cured all defaults under this Easement Agreement and paid all sums due and owing under this Parking Agreement, and (iii) has provided Grantee with adequate assurance that the bankruptcy trustee and/or the Grantor has and will continue to have sufficient unencumbered assets after payment of all secured obligations and

administrative expenses to assure Grantee that the bankruptcy trustee and/or Grantor will have sufficient funds and/or income to fulfill the obligations of Grantor under this Easement Agreement);

- (c) A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantor and is not dismissed within sixty (60) days;
- (d) A trustee or receiver is appointed to take possession of all or substantially all of Grantor's assets; or
- (e) Substantially all of Grantor's assets or Grantor's interest under this Easement Agreement is subjected to attachment, execution or other judicial seizure which is not discharged within sixty (60) days.

C. Remedies. All remedies are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity. In the event of any violation or breach or threatened violation or breach of any provision of this Easement Agreement, the non-breaching or non-defaulting party shall, in addition to all other remedies under this Easement Agreement or at law or at equity, shall have the right to specifically enforce the terms of this Easement Agreement. Notwithstanding anything in this Easement Agreement to the contrary, any party seeking damages for a breach of this Easement Agreement shall have the right to recover only actual damages which are from or are incurred by reason of such default or negligent acts or omissions of the other, any each party hereto waives, to the maximum extent permitted by law, any right it may have to claim or recover any special, indirect, incidental, consequential or punitive damages of any kind or nature, even if it has been advised of the possibility of such damages. Grantor shall not have the right to terminate this Easement Agreement as a result of Grantee's default hereunder. In the event of a default by Grantee under this Easement Agreement that has not been cured by Grantee within the applicable cure period provided above, Grantor may suspend Grantee's rights under this Easement Agreement if such default remains uncured for thirty (30) days after a notice of such suspension of rights has been delivered by Grantor to Grantee. Following such suspension, Grantee's rights under this Easement Agreement may be reinstated only if Grantee cures all of its then-outstanding defaults under this Easement Agreement, including without limitation the payment of all past due amounts.

14. Indemnification and Hold Harmless.

- A. Grantee agrees for itself, its successors and assigns, to defend, indemnify, and hold harmless Grantor, its appointed and elected officials, and its employees (except for Grantor employees with respect to their private vehicles in the Metro Garage, but including Grantor's employees' private vehicles to the extent that Grantor requires its employees to use their private vehicles to conduct official County business, such as conducting property tax appraisals) from and against liability for all claims, demands,

suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights, duties and privileges granted by this Easement Agreement (including the acts or omissions of Grantee's employees, agents, contractors and the Permitted Users), except to the extent of claims arising from Grantor's negligence, willful misconduct or failure to perform its obligations under this Easement Agreement. Grantee's obligation under this Section 14.A shall include: (i) the duty to promptly accept tender of defense and provide defense to Grantor at Grantee's own expense for any claim covered by the foregoing indemnity provisions; and (ii) the duty to indemnify Grantor for claims made by Grantee's employees or agents against Grantor, to the extent such claim is covered by the foregoing indemnification.

- B. For purposes of effectuating provisions of Section 14.A only, Grantee further hereby waives its immunity under Title 51 RCW, which waiver has been mutually negotiated by the Parties.
- C. In the event it is necessary for Grantor to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this Section 14, and Grantor is successful in enforcing the provisions of this Section 14, all such fees, expenses, and costs shall be recoverable from Grantee.
- D. Grantor agrees for itself, its successors and assigns, to defend, indemnify, and hold harmless Grantee, its appointed officials, and its employees (except for Grantee employees with respect to their private vehicles in the Metro Garage, but including Grantee's employees' private vehicles to the extent that Grantee requires its employees to use their private vehicles to conduct Grantee's official business) from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantor's duties or obligations to Grantee under this Easement Agreement in relation to the Metro Garage or the Metro Garage Property (including the acts or omissions of Grantor's employees, agents and contractors), except to the extent of claims arising from Grantee's negligence, willful misconduct or failure to perform its obligations under this Easement Agreement. Grantor's obligation under this Section 14.D shall include (i) the duty to promptly accept tender of defense and provide defense to Grantee at Grantor's own expense for any claim covered by the foregoing indemnity provisions; and (ii) the duty to indemnify Grantee for claims made by Grantor's employees or agents against Grantee, to the extent such claim is covered by the foregoing indemnification.
- E. For purposes of effectuating the provisions of Section 14.D only, Grantor hereby waives its immunity under Title 51 RCW, which waiver has been mutually negotiated by the Parties.
- F. In the event it is necessary for Grantee to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this Section 14, and Grantee is successful in enforcing

the provisions of this Section 14, all such fees, expenses, and costs shall be recoverable from Grantor.

15. Insurance. Grantee shall procure and maintain, for the duration of this Easement Agreement, insurance or coverage against claims for injuries to persons or damages to property which may arise from or in connection Grantee's Stall Use, or Event-Related Vehicle Parking, or the acts or omissions of Grantee, its agents, representatives, employees, contractors and/or subcontractors, and Permitted Users, as further set forth in the O&M/Capital Improvement Agreement.
16. Easement Buy-out Requests. The Parties acknowledge that the Grantee may have other opportunities in the future to acquire parking comparable to that provided in the Metro Garage under the terms of this Easement Agreement or Grantor may prefer that the Grantee's parking provided in the Metro Garage under the terms of this Easement Agreement be provided elsewhere other than the Metro Garage Property. At any time and for any reason, the Grantee may request that Grantor purchase its rights and interest in the Metro Garage Property under this Easement Agreement and Grantor may request that the Grantee sell such rights and interest to Grantor. Grantor shall have no obligation to purchase the Grantee's interest and neither shall the Grantee have any obligation to sell its interest to Grantor. However, Grantor and the Grantee each agree to consider any such request in good faith.
17. Miscellaneous.
 - A. Notice. Any notice permitted or required to be given by either party to this Easement Agreement shall be given in writing and may be effected by certified United States mail, with return receipt requested, properly addressed, postage prepaid, or by reputable overnight delivery service, or by personal delivery, as follows:

If to Grantor:	King County Metro Transit 201 South Jackson Street, Suite 400 Seattle, WA 98104-3856 Attn: General Manager
With a copy to:	King County Prosecuting Attorney's Office W400 King County Courthouse 516 Third Avenue Seattle, WA 98104 Attn: Chief Civil Deputy
If to Grantee:	Washington State Public Stadium Authority CenturyLink Field and Event Center 800 Occidental Avenue South, Suite 700 Seattle, WA 98134 Attn: Executive Director

With a copy to: Pacifica Law Group LLP
1191 Second Avenue, Suite 2100
Seattle, WA 98101
Attn: B. Gerald Johnson

or to such other address or to such other person's attention of which notice was given in accordance with this section. Notice shall be deemed effective three (3) days after mailing or upon delivery, as described above.

- B. Attorney's Fees and Costs. If any party brings an action to enforce the terms of this Easement Agreement, in any such action the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and reasonable costs. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal or in any proceedings under any present or future federal bankruptcy, forfeiture or state receivership or similar law.
- C. Governing Law. This Easement Agreement is issued under and governed by the laws of the State of Washington, which shall be controlling in any dispute that arises hereunder. Actions pertaining to this Easement Agreement shall be brought in King County Superior Court, King County, Washington.
- D. Severability. All provisions of this Easement Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.
- E. Binding Effect; Successors and Assigns. The Easement granted herein is appurtenant to the Stadium Property and shall run with the land for the benefit of the future owner(s) of the Stadium Property. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns. This Easement Agreement may be amended or modified only by written instrument, executed and acknowledged by the parties hereto or their successors or assigns, recorded with the Recorder of King County, Washington.
- F. Headings. The headings used herein are for convenience only and are not to be used in interpreting this Easement Agreement.
- G. Entire Agreement. Except with respect to the O&M/Capital Improvement Agreement, this Easement Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements with respect to the matters described herein. This Easement Agreement includes Exhibits A-1, A-2, A-3, B, C and D, all of which, except Exhibit D, are incorporated herein by this reference. In any conflict between the O&M/Capital Improvement Agreement and this Easement Agreement, this Easement Agreement shall control. The Parties agree that Exhibit D shall not be recorded and instead a Memorandum of O&M Agreement/Capital Improvement Agreement shall be recorded as Exhibit D. The Parties further agree that Grantee

shall promptly record a new Memorandum of O&M Agreement/Capital Improvement Agreement whenever the Parties amend the O&M Agreement/Capital Improvement Agreement or execute a new O&M Agreement/Capital Improvement Agreement.

- H. Counterparts. This Easement Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.
- I. 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 Easement Agreement;
 - (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 Easement Agreement;
 - (4) Each party and its counsel and advisors have reviewed this Easement Agreement, or had the opportunity to do so;
 - (5) Each party has agreed to enter into this Easement Agreement 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 Easement Agreement, or any portion hereof, or any amendments hereto.
- J. Survival. Any terms and provisions of this Easement Agreement pertaining to rights, duties or obligations extending beyond the expiration or termination of this Easement Agreement, and all obligations accrued prior to the end of the Term, shall survive the end of the Term.
- K. Powers of King County. Nothing contained in this Easement Agreement shall be considered or interpreted to diminish the governmental or police powers of Grantor.
- L. Non-Waiver. The failure of either Party to enforce any provision of this Easement Agreement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Easement Agreement.
- M. Legal Relations. Nothing contained herein shall make, or be deemed to make, Grantor and Grantee a partner of one another and this Easement Agreement shall not be construed as creating a partnership or joint venture. This Easement Agreement shall create no right, duty, or cause of action in any person or entity not a party to it.

N. Singular and Plural. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

KING COUNTY,
a political subdivision of the State of Washington

By _____
Name _____
Its _____

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,
a Washington municipal corporation

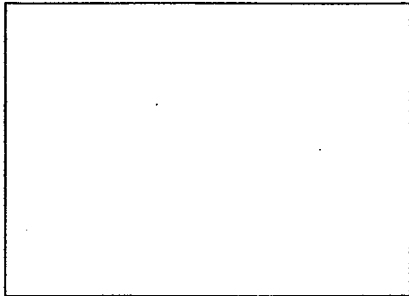
By _____
Name _____
Its _____

NOTARY BLOCKS APPEAR ON FOLLOWING PAGE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____



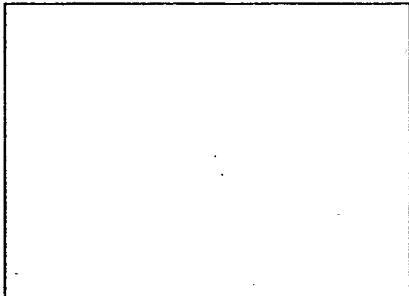
(Use this space for notarial stamp/seal)

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/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of WASHINGTON STATE PUBLIC STADIUM AUTHORITY, 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 _____

EXHIBIT A-1

Legal description of burdened property (Metro Garage Property)

EXHIBIT 'A-1'

**LEGAL DESCRIPTION OF METRO GARAGE
PROPERTY:**

Portion of PARCEL A (Tax parcel no. 7666204705):

PORTION OF THE NORTH 40 FEET OF THE EAST 209 FEET OF LOT 14, AND THE SOUTH 56 FEET OF THE EAST 209 FEET OF LOT 15, BLOCK 281, SEATTLE TIDE LANDS, ACCORDING TO THE MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS IN OLYMPIA, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL B (Tax parcel no. 7666204710):

THE EAST 209 FEET OF THE NORTH 4 FEET OF LOT 15, THE EAST 209 FEET OF LOT 16, AND THAT PORTION OF LOT 17, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE NORTH ALONG THE EASTERLY LINE OF SAID LOT 17, 40.56 FEET; THENCE WEST 209 FEET TO A POINT 40.67 FEET NORTH OF THE SOUTH LINE OF SAID LOT 17; THENCE SOUTH 40.67 FEET TO A POINT ON SAID SOUTH LINE, 209 FEET WEST FROM THE SOUTHEAST CORNER OF SAID LOT 17; THENCE EAST ALONG SAID SOUTH LINE, 209 FEET TO THE TRUE POINT OF BEGINNING;

ALL IN BLOCK 281, SEATTLE TIDE LANDS, ACCORDING TO THE MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS IN OLYMPIA, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL C (Tax parcel no. 7666204715):

THE NORTH 19.44 FEET OF THE EAST 209 FEET OF LOT 17,

AND THE SOUTH 29 FEET OF THE EAST 209 FEET OF LOT 18 IN BLOCK 281 OF SEATTLE TIDE LANDS, ACCORDING TO THE MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS IN OLYMPIA, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL D (Tax parcel no. 7666204720):

THE NORTH 31 FEET OF THE EAST 209 FEET OF LOT 18, AND THE EAST 209 FEET OF LOT 19; AND THE SOUTH 30 FEET OF THE EAST 209 FEET OF LOT 20, BLOCK 281, SEATTLE TIDE LANDS, ACCORDING TO THE MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS IN OLYMPIA, WASHINGTON.

PARCELS D-A SUBJECT TO:

RIGHTS OF INGRESS AND EGRESS RESERVED BY SELLER IN THAT CERTAIN WARRANTY DEED RECORDED UNDER KING COUNTY RECORDING NO. 8610020077

ALL SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL E (Tax parcel no. 7666204740):

THE NORTH 30 FEET OF THE EAST 209 FEET OF LOT 20 AND THE EAST 209 FEET OF LOT 21, BLOCK 281, SEATTLE TIDE LANDS, ACCORDING TO THE MAP ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS IN OLYMPIA, WASHINGTON;

EXCEPT ANY PORTION THEREOF LYING NORTHERLY OF THE SOUTHERLY MARGIN OF SR 90, CONNECTICUT STREET INTERCHANGE, AS ESTABLISHED BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 8610020077;

PARCELS E-A SUBJECT TO:

RIGHTS OF INGRESS AND EGRESS RESERVED IN THAT CERTAIN WARRANTY DEED RECORDED UNDER KING

COUNTY RECORDING NO. 8610020077.

ALL SITUATE IN THE COUNTY OF KING, STATE OF
WASHINGTON.

EXHIBIT A-2

Garage Easement Area

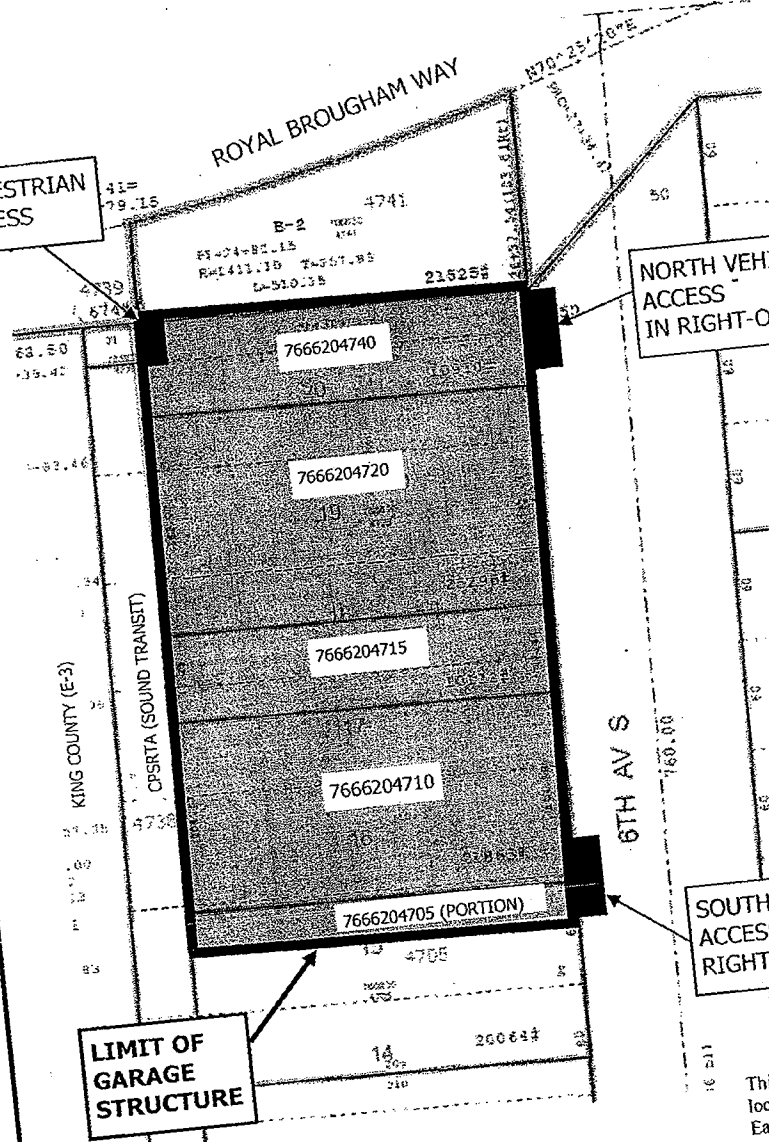


PEDESTRIAN ACCESS

NORTH VEHICLE ACCESS IN RIGHT-OF-WAY

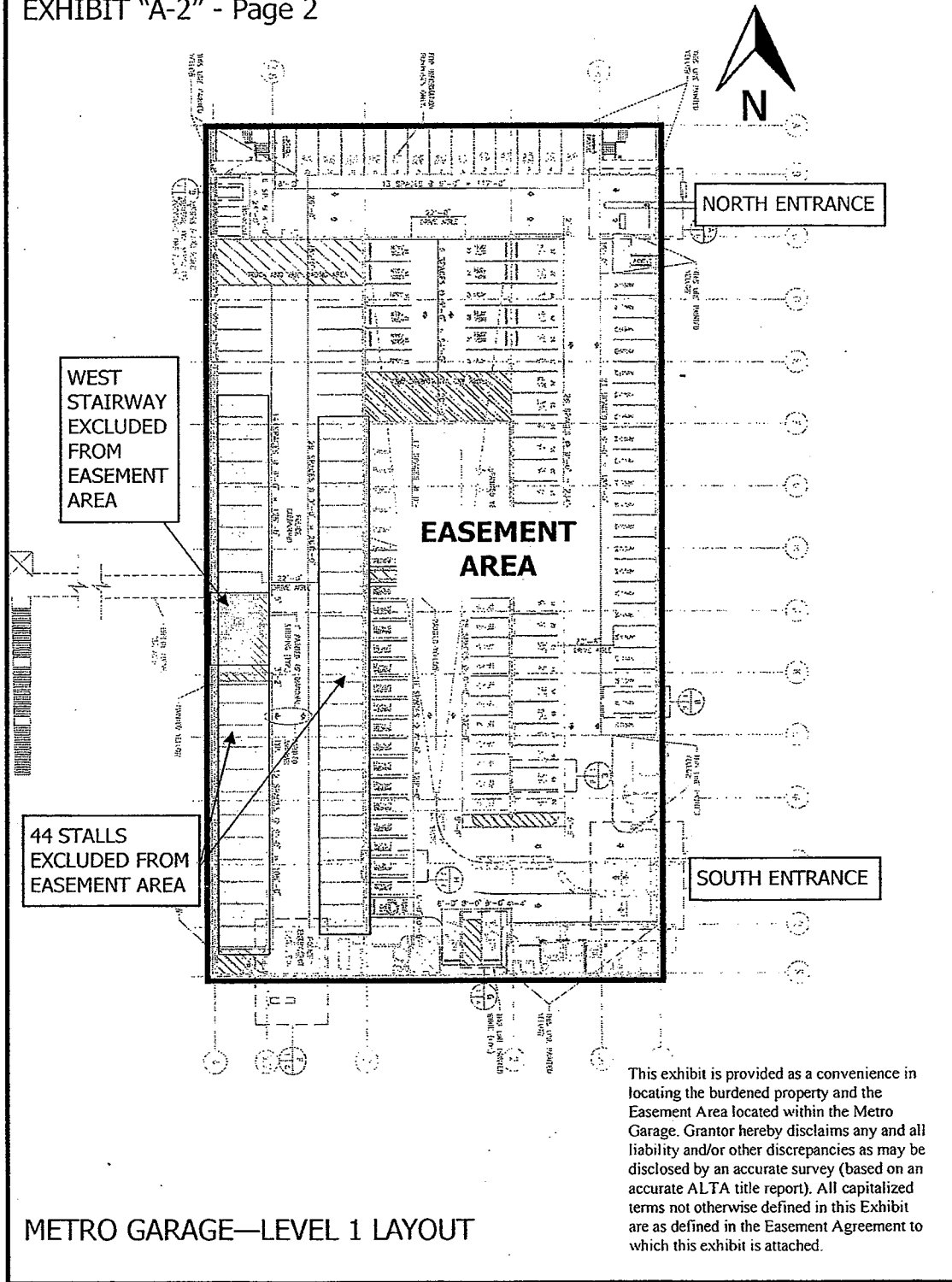
SOUTH VEHICLE ACCESS IN RIGHT-OF-WAY

LIMIT OF GARAGE STRUCTURE



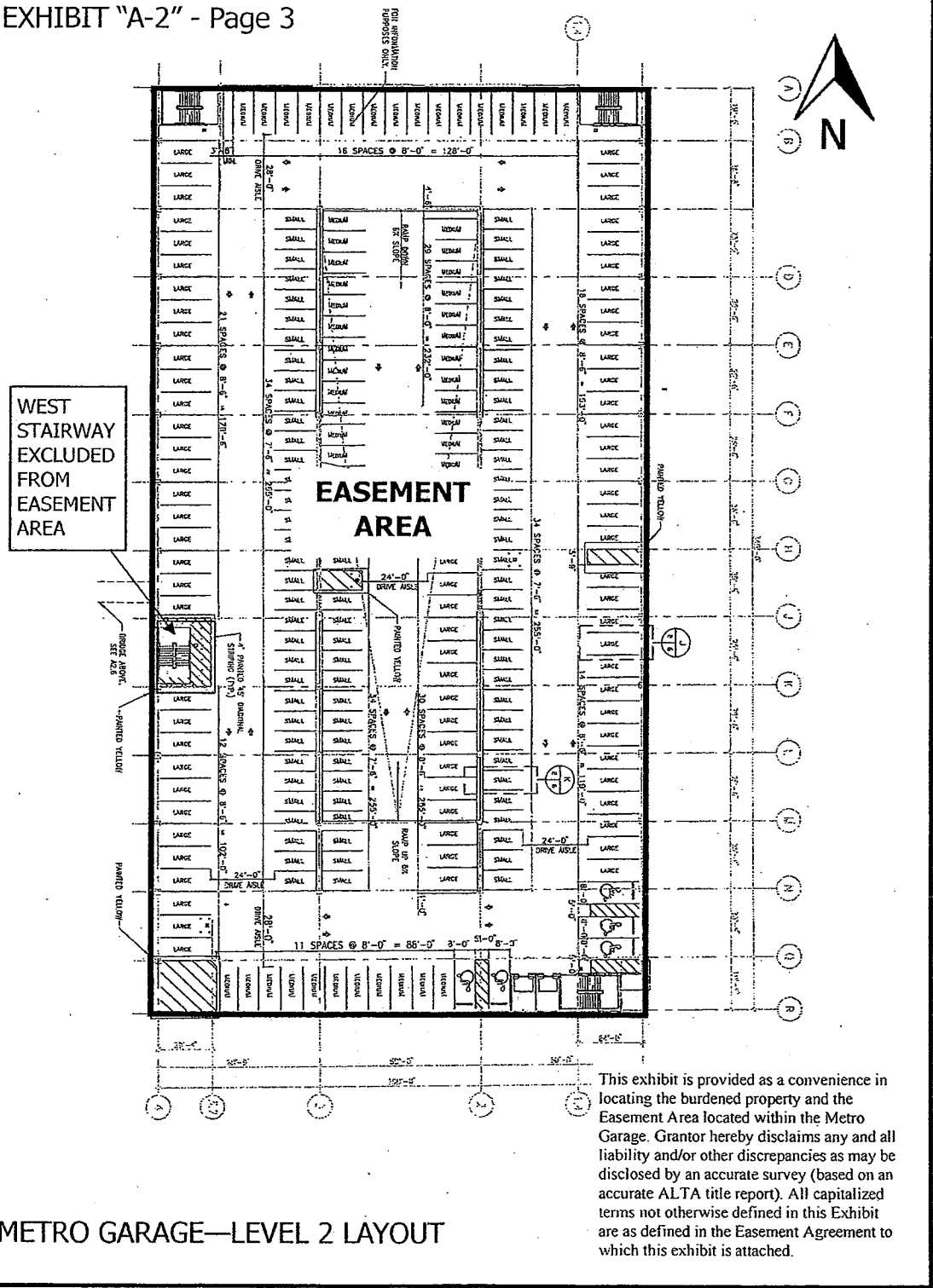
METRO GARAGE SITE PLAN

This exhibit is provided as a convenience in locating the burdened property and the Easement Area located within the Metro Garage. Grantor hereby disclaims any and all liability and/or other discrepancies as may be disclosed by an accurate survey (based on an accurate ALTA title report). All capitalized terms not otherwise defined in this Exhibit are as defined in the Easement Agreement to which this exhibit is attached.



This exhibit is provided as a convenience in locating the burdened property and the Easement Area located within the Metro Garage. Grantor hereby disclaims any and all liability and/or other discrepancies as may be disclosed by an accurate survey (based on an accurate ALTA title report). All capitalized terms not otherwise defined in this Exhibit are as defined in the Easement Agreement to which this exhibit is attached.

METRO GARAGE—LEVEL 1 LAYOUT

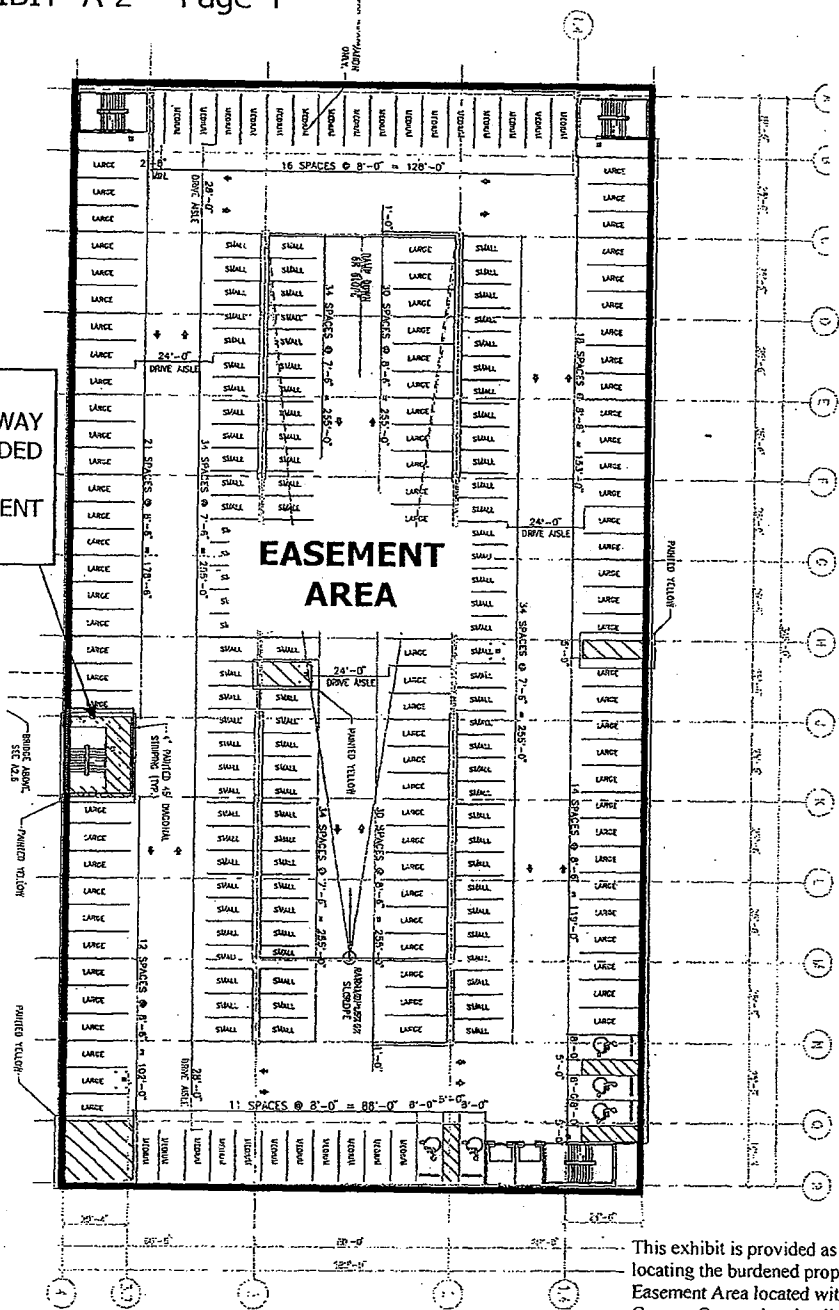


This exhibit is provided as a convenience in locating the burdened property and the Easement Area located within the Metro Garage. Grantor hereby disclaims any and all liability and/or other discrepancies as may be disclosed by an accurate survey (based on an accurate ALTA title report). All capitalized terms not otherwise defined in this Exhibit are as defined in the Easement Agreement to which this exhibit is attached.

METRO GARAGE—LEVEL 2 LAYOUT

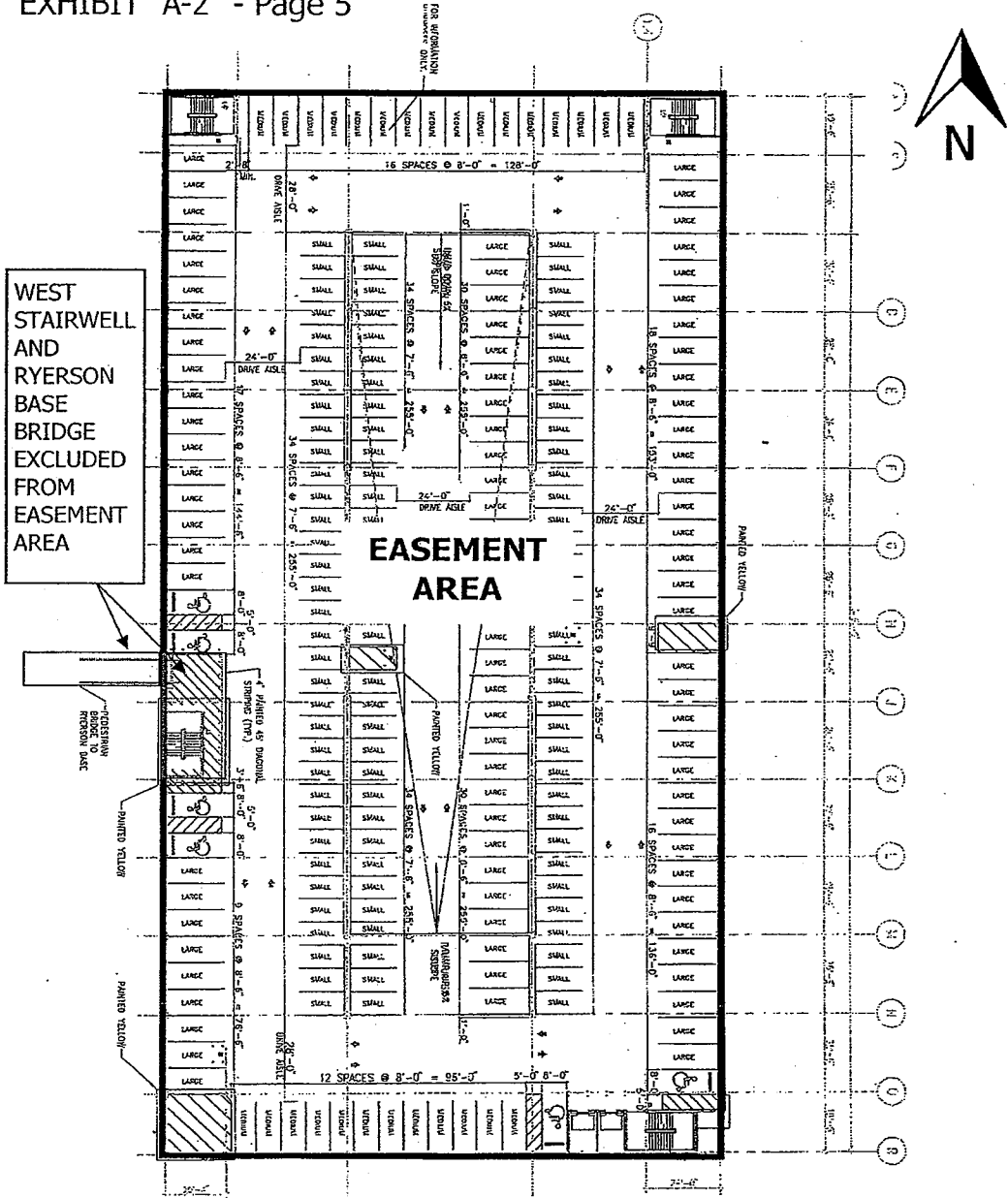


WEST STAIRWAY EXCLUDED FROM EASEMENT AREA



This exhibit is provided as a convenience in locating the burdened property and the Easement Area located within the Metro Garage. Grantor hereby disclaims any and all liability and/or other discrepancies as may be disclosed by an accurate survey (based on an accurate ALTA title report). All capitalized terms not otherwise defined in this Exhibit are as defined in the Easement Agreement to which this exhibit is attached.

METRO GARAGE—LEVEL 3 LAYOUT



This exhibit is provided as a convenience in locating the burdened property and the Easement Area located within the Metro Garage. Grantor hereby disclaims any and all liability and/or other discrepancies as may be disclosed by an accurate survey (based on an accurate ALTA title report). All capitalized terms not otherwise defined in this Exhibit are as defined in the Easement Agreement to which this exhibit is attached.

METRO GARAGE—LEVEL 4 LAYOUT

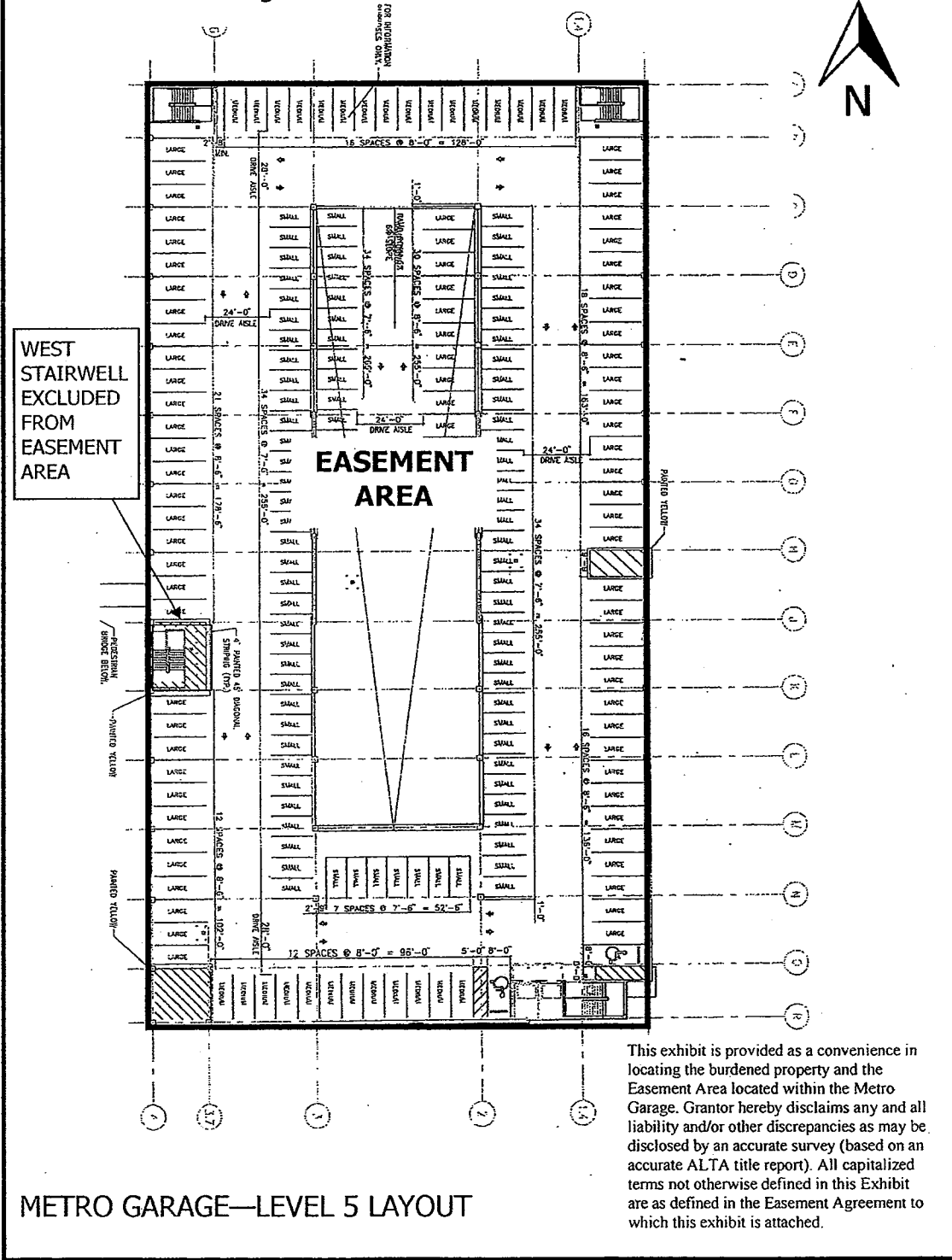


EXHIBIT A-3

Depiction of Metro Central Campus

Illustration of King County Metro Transit Central Campus Consisting of the Ryerson Base, Central Property and Atlantic/Central Base

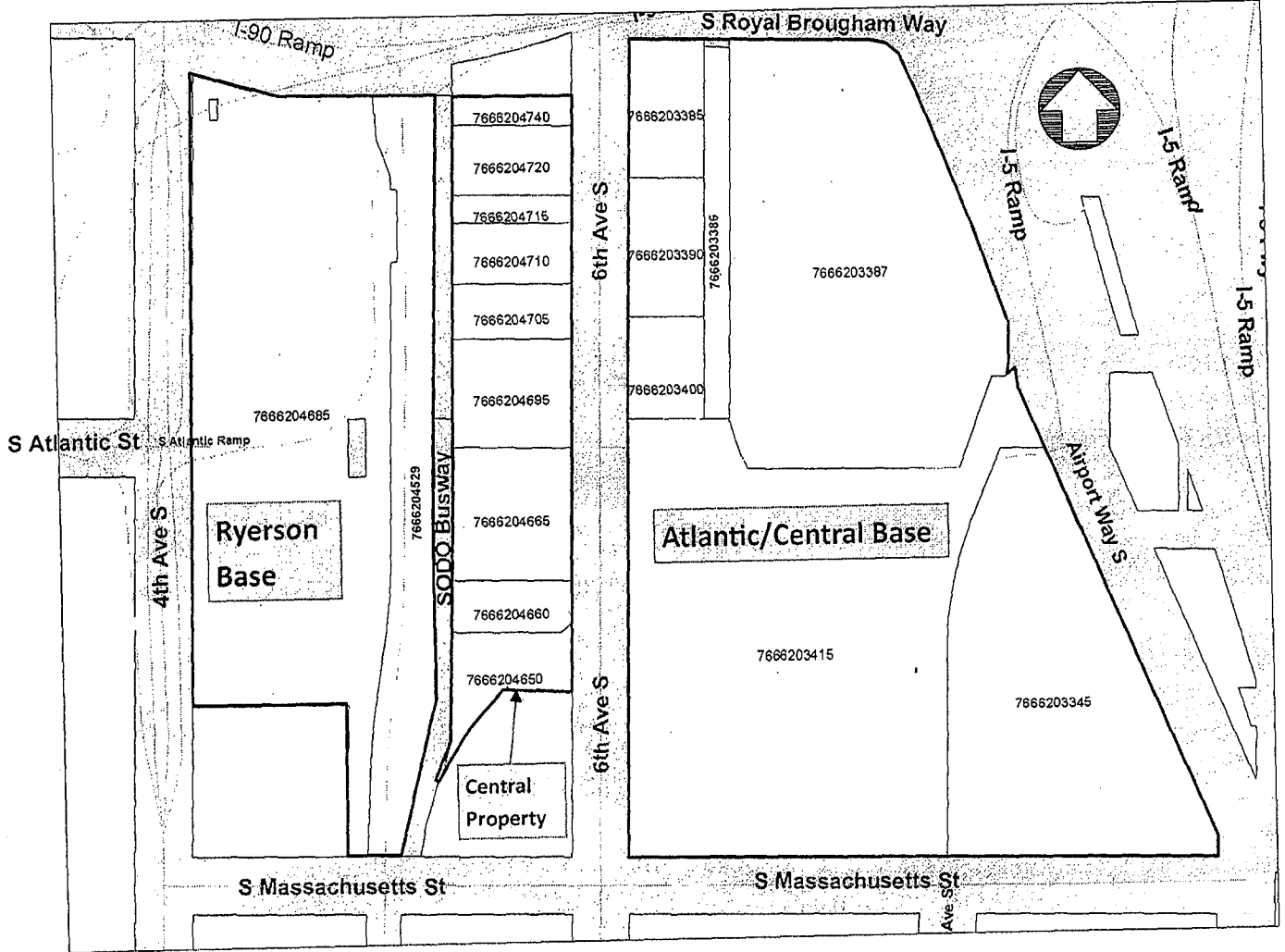


EXHIBIT B

Legal description of benefitted property ("Stadium Property")

EXHIBIT B

Legal description of benefitted property ("Stadium Property")

Lots 5 through 35, Block 285, and Lots 5 through 35, Block 325 the Seattle Tide Lands as shown on the official maps of the Seattle Tide Lands in Volume 2, pages 29, 30, 31 and 32 in King County, Washington, and that portion of 3rd Avenue South, vacated per City of Seattle Ordinance No. 10552, conveyed to King County by Burlington Northern, Inc. by Warranty Deed recorded under King County Auditor's File No. 7112140537.

EXCEPT that portion of Lot 5 said Block 325, lying North of the adjusted line per City of Seattle Lot Boundary Adjustment No. 9806721.

And EXCEPT that portion of Lot 5 said Block 285 and said vacated 3rd Avenue South lying North of the adjusted line per City of Seattle Lot Boundary Adjustment No. 9806720.

And EXCEPT any portion of said Block 285 not conveyed to King County by said Warranty Deed recorded under King County Auditor's File No. 7112140537.

TOGETHER WITH an access and egress easement for vehicles and pedestrians of all types and kinds 90 feet in width (60 foot wide roadway plus sidewalks); being a southerly extension of 2nd Avenue South to the northerly boundary of Lot 5, Block 285 and Lot 5, Block 325, as described above.

EXHIBIT C

Parking Limits

	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM
M-Th	0	0	0	0	0	0	0	0
F	0	0	0	0	0	0	0	0
Sa	200	300	400	400	500	500	500	500
Sun	400	600	600	600	600	600	600	600

	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 Midnight
M-Th	200	300	400	491	500	500	500	500	25
F	200	300	400	500	525	525	525	525	25
Sa	500	500	550	575	600	600	650	650	25
Sun	600	600	625	650	650	650	650	650	25

No Stalls are available for Grantee Stall Use between 12 midnight and 8:00 am.

EXHIBIT D

Operating and Maintenance/Capital Improvement Agreement

OPERATING AND MAINTENANCE/CAPITAL IMPROVEMENT AGREEMENT

This Operating and Maintenance/Capital Improvement Agreement (the "O&M/Capital Improvement Agreement") is dated as of _____, 2012 and is executed by and between King County (the "County") and Washington State Public Stadium Authority (the "Authority") (together, the "Parties") in furtherance of that certain Parking Easement Agreement between the County as Grantor and the Authority as Grantee (the "Easement Agreement") recorded under King County Recording No. _____.

A. RECITALS

1. In the Easement Agreement, the County granted to the Authority a non-exclusive easement for Event-Related Vehicle Parking and related purposes within the Metro Garage and upon the Metro Garage Property, all as defined in and governed by such Easement Agreement (the "Grantee's Stall Use").
2. This O&M/Capital Improvement Agreement is intended to function as the Operations and Maintenance/Capital Improvement Agreement contemplated in Section 3 of the Easement Agreement.
3. The purpose of this O&M/Capital Improvement Agreement is to supplement the Easement Agreement by setting forth, in greater detail, the administrative processes and means by which the Parties will exercise their respective rights and obligations with respect to operation and maintenance as well as major maintenance and modernization of the Metro Garage. The Parties have agreed that this O&M/Capital Improvement Agreement should be treated as reasonably flexible and as such they expect it to change over time based upon experience, their relative use of the Metro Garage, and evolving best practices, among other factors.
4. The Parties understand that the Authority has deemed the Metro Garage or its allocated parking stalls in the Metro Garage as a parking facility that is part of the CenturyLink Field and Event Center as necessary to establish parking tax authority and to facilitate incorporating this O&M/Capital Improvement Agreement within the leasehold of First & Goal Inc. ("FGI") as the Master Tenant under the Master Lease between the Washington State Public Stadium Authority and FGI, dated November 24, 1998 ("Master Lease"), as amended.

B. TERMS AND CONDITIONS

1. Term. This O&M/Capital Improvement Agreement shall be in effect as of its execution and shall remain in effect throughout the duration of the Easement Agreement, subject to amendment by the mutual agreement of the Parties. The Parties shall use good faith efforts to review and if appropriate modify this O&M/Capital Improvement Agreement at least every five (5) years so that it properly allocates the rights and obligations of the Parties, and fully addresses all issues related to their shared use of the Metro Garage. Any such modification to this O&M/Capital Improvement Agreement shall not be considered an amendment of the Easement Agreement that would require the approval of the Metropolitan King County Council.
2. Relation to Easement Agreement. The Easement Agreement is in full force and effect and is hereby ratified by the Parties. All capitalized terms used in this O&M/Capital Improvement Agreement and not specifically defined herein shall have the meaning or meanings given to them in the Easement Agreement. If there is any conflict or ambiguity between this O&M/Capital Improvement Agreement and the Easement Agreement, then the Easement Agreement shall control.
3. Parking Management Committee. The Parties shall establish a Parking Management Committee (the "Committee") consisting of one representative designated by the Authority,

one representative designated by the Master Tenant, and two representatives designated by the County. The Committee shall meet not less than quarterly during the first two (2) calendar years of the term of this O&M/Capital Improvement Agreement, and may meet more frequently by agreement of the Parties. During the subsequent term of this O&M/Capital Improvement Agreement, the Committee shall meet at such intervals as the Parties may determine, but not less than annually. In addition to the specific responsibilities of the Committee set forth in the Easement Agreement, the Committee is intended to facilitate communication and cooperation among the Parties in the operations of the Metro Garage pursuant to this O&M/Capital Improvement Agreement. All decisions of the Committee must be unanimous.

4. Performance. With respect to any duty or obligation imposed on the Authority or the County by this O&M/Capital Improvement Agreement, unless a time limit is specified for the performance of such duty or obligation, it shall be the duty of the Authority or the County, respectively, to commence and perform the same in a diligent and workmanlike manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of performance.
5. Commitment to Efficient Shared Use of Metro Garage.
 - a. Intent to Cooperate. The Easement Agreement authorizes the Grantee's Stall Use for Event-Related Vehicle Parking. The Parties agree that their parking needs may change over time, such that on the one hand, from time to time it may be possible for the County to make additional parking stalls available to the Authority for additional Event-Related Vehicle Parking, while on the other hand the County may from time to time require additional parking stalls for its own use. Subject to the Easement Agreement, the Parties agree to work together in good faith to efficiently manage their needs and the available parking stalls in the Metro Garage to accommodate their respective uses over time.
 - b. Temporary Lease, License or Permit for Additional Parking Stall Hours. The Parties may from time to time contract to allow one Party to use parking stalls at times those stalls are otherwise allocated to the other Party pursuant to Exhibit C to the Easement Agreement. The consideration for such contract and use of additional parking stalls may be in the form of payment, or trade for use of parking stalls at other times, or such other consideration as the Parties may negotiate. The Parties agree that any such contract for the use of additional parking stalls (i) shall be structured as a lease for a specified term, a license granted by one Party to the other and revocable upon reasonable prior written notice, or a special use permit, (ii) shall not be considered an amendment to the Easement Agreement requiring the approval of the Metropolitan King County Council, and (iii) shall be subject to the requirements in the King County Code applicable to the type of agreement entered into (e.g., lease, license or special use permit). The Parties agree that any such temporary lease or license to use additional parking stalls shall neither increase nor diminish the rights granted to the Authority or reserved by the County in the Easement Agreement. Any such lease or license for the use of additional parking stalls shall be subject to the Easement Agreement. In the case of any conflict between the Easement Agreement and a temporary lease or license between the Parties, the Easement Agreement shall control. Notwithstanding the foregoing, upon a change of circumstances the Parties may agree to amend the Easement Agreement to provide for a change in the number of parking stalls reserved under the Easement Agreement.
 - c. Additional Use. In addition to Grantee's Stall Use as set forth on Exhibit C to the Easement Agreement, the Authority may use, on not more than five (5) days per calendar year, up to one hundred (100) stalls in the Metro Garage for Event-Related Parking between 3:00 PM and 4:00 PM, Monday through Friday. The Authority shall schedule the use of such stalls in the same manner that the Authority schedules all of Grantee's Stall Use. The use of such stalls by the Authority shall be subject to the terms and

conditions of the Easement Agreement and this O&M/Capital Improvement Agreement. To the extent that the Authority schedules the use of additional stall hours authorized under this Section 5.c., those stall hours shall count towards the Parking Stall Hours for purposes of calculating the Authority's Pro Rata Share under Section 13.d of this O&M/Capital Improvement Agreement.

- d. Efficient Use. The Parties understand and acknowledge that their respective uses of the Metro Garage could, from time to time, result in the Metro Garage reaching ninety-eight percent (98%) or more of its capacity. Authority and County agree that for reasons of convenience and efficiency it is not desirable to operate the Metro Garage at 98% or more of its capacity. The Parties agree that if the Metro Garage reaches 98% or more of its capacity more than four days per quarter, the Parties shall adjust their respective uses downward. In so adjusting their respective uses, the Parties agree to negotiate in good faith and, if necessary, to utilize dispute resolution under Section 12 of the Easement Agreement.
 - e. Offsite Accessory Parking Covenant. Consistent with Section 4.C.iii of the Easement Agreement, the Authority shall be responsible to secure at its expense any City of Seattle approval that may be needed to revise or amend that certain offsite accessory parking covenant recorded under King County Recording No. 20031203001046.
6. [Intentionally omitted].
7. Authority to Provide Annual Schedule of Events.
- a. Not later than November 30 of each calendar year during the term of this O&M/Capital Improvement Agreement, the Authority shall provide to the County a written estimate of total hours to be reserved for Event-Related Vehicle Parking for the subsequent calendar year ("Projected Use"). At least sixty (60) days prior to the first day of a given calendar month, the Authority shall provide the County with a schedule of events for that month ("Event Calendar"), specifying the dates and hours when the County will implement Grantee's Stall Use for Event-Related Vehicle Parking under the Easement Agreement, and use any additional parking stalls for which the Parties may have contracted.
 - b. On not more than eight (8) occasions per calendar year, and only in the event of unforeseeable circumstances, the Authority may request the right to implement Grantee's Stall use for Event-Related Parking on shorter notice than set forth above, and the County shall not unreasonably withhold its approval of such request if it would not unreasonably interfere with County operations at the Metro Garage. The Authority may cancel Grantee's Stall Use for Event-Related Parking on a date that was previously scheduled by the Authority in the Event Calendar only in the event of unforeseeable circumstances, and on no more than eight (8) occasions per calendar year. In the event of such a cancellation, the Authority shall provide notice to the County as soon as reasonably practicable after such decision has been made.
 - c. Unless otherwise agreed to in writing by the Parties, and subject to Subparagraph b of this Section 7, Grantee's Stall Use shall be limited to the dates and hours specified in the Event Calendar.
 - d. The Authority is also encouraged to provide the County with an earlier, tentative schedule of potential events as information becomes available to the Authority based on the release of schedules by sports leagues, team franchises, concert and other sporting event promoters, and other information that the Authority or its Master Tenant would reasonably rely on in scheduling use of their own facilities.

8. Basic Rules for Grantee's Stall Use. Pursuant to Easement Agreement Sections 4.B.v, the Parties agree that the following basic rules shall apply to the Grantee's Stall Use during the term of this O&M/Capital Improvement Agreement:
- a. The Authority shall use the northerly Metro Garage entrance for vehicle ingress and egress, and the Non-Revenue Vehicle ("NRV") aisle for ticket sales and related activities.
 - b. The County shall retain exclusive use of the parking stalls on the first floor of the Metro Garage and ten (10) parking stalls at the bottom of the first ramp for NRV, Police and select Metro vehicles, as shown on Exhibit A attached hereto.
 - c. The Authority shall designate vehicles parked pursuant to the Grantee's Stall Use in a visible fashion, such as a windshield mark, dash placard or parking receipt.
 - d. Parking in the Metro Garage need not be segregated between the Grantee's Stall Use and the County employee parking, but if either Party desires such segregation the issue shall be submitted to the Committee for its review and approval.
 - e. The County shall not unreasonably refuse to open the south vehicle entrance gates for vehicles exiting Event-Related Vehicle Parking.
 - f. The Authority and the County shall assure that traffic associated with each of their Stall Use is managed so that both Parties' vehicles can safely enter and exit the Metro Garage using their respective entrances and exits, so that on-street bus lay over areas are accessible, and so that street traffic is generally unimpeded as a result of the Grantee's Stall Use.
 - g. The Authority shall inspect the Metro Garage after the Grantee's Stall Use and collect all trash, clean up all spills and any other unsanitary conditions, other than fuel or hazardous substance spills, and shall leave the Metro Garage in the same condition as it was prior to its use.
 - h. The Authority shall provide, as necessary, the informational and directional signage and/or appropriate messaging in other formats as follows:
 - (1) On the street, directing vehicles to the vehicle entrance.
 - (2) In the NRV aisle, informing Permitted Users about parking fees and Metro Garage rules.
 - (3) Directing vehicles and employee vehicles to parking areas.
 - (4) Directing Permitted Users to the NW stairwell for stadiums, bus stops and light rail station, or to another desired stairwell for other purposes.
 - (5) Prohibiting Permitted Users from using the bridge to Ryerson base.
 - (6) Directing vehicles to exiting vehicle gate.
 - (7) Posting general good behavior rules, including Metro's code of conduct (K.C.C. 28.96.010) as now codified or hereafter amended.
 - i. The sign that the Authority is permitted to install pursuant to Section 4.A.vi of the Easement Agreement shall be of substantially the same size and nature, and in the location, as depicted on Exhibit B attached hereto, and shall be one of the following:
 - (1) A temporary banner displayed only on days when the Authority is using the Metro Garage for Event-Related Parking, and removed, rolled up, or furled on all other days;
 - (2) An electronic sign used solely to promote the availability of Event-Related Parking in the Metro Garage, and only on days when the Authority is using the Metro Garage for Event-Related Parking, and which shall be turned off completely (i.e., other promotions, advertisements or messages may not be displayed) on all other days; or

- (3) A sign permanently affixed to the Metro Garage, together with additional permanent signage installed in a prominent location at both the north and south entrances to the Metro Garage that can be mechanically or manually changed to indicate that either event parking is available in the Metro Garage on a particular day or that no event parking will be provided in the Metro Garage on that day, which additional signage (including its design, type and location) shall be subject to the County's prior written approval, such approval not to be unreasonably withheld or delayed. Furthermore, if Authority utilizes a permanently-affixed sign pursuant to this Section 8.i(3), and the County determines that members of the public are regularly seeking to park in the Metro Garage on non-event days, despite the Authority's additional signage at the Metro Garage entrances, then the Authority shall modify the language, appearance and deployment of the additional signage in order to more effectively communicate that the Metro Garage is not available for parking on non-event days.

The County reserves the right to establish reasonable signage standards from time to time, and all signage of the Authority subsequently installed shall conform to those standards.

- j. The Authority shall provide adequate numbers of staff and supervisors to manage the Grantee's Stall Use and assure a smooth and orderly flow of vehicles as reasonably determined by the Authority. Depending on parking needs, the Authority's duties shall include, but are not be limited to, the following:
 - (1) Direct vehicles from the street to north entrance; ensure customers do not interfere with County employees entering the south entrance.
 - (2) Collect parking fee and mark vehicles.
 - (3) Direct "lost" vehicles out of Metro Garage from the fee collection area.
 - (4) Direct County employee and Permitted Users vehicle parking; avoid delays for County employees reporting to work.
 - (5) Open the vehicle gate for exiting vehicles (when gates are not open after an event).
 - (6) Open the desired stairwell for Permitted Users to reenter the Metro Garage.
 - (7) Collect trash and debris, clean up spills other than fuel or hazardous materials spills, empty trash cans after events.
- k. No vehicles over 6,000 pounds gross weight or 7 feet in height are allowed in the Metro Garage in connection with the Grantee's Stall Use.
- l. The Authority and all Permitted Users shall be subject to the County's rules regarding use of Transit property applicable to Park and Ride Garages, King County Code Chapter 28.96 as now codified or hereafter amended.
- m. The Grantee's Stall Use excludes in-out privileges, which privileges are specifically denied to Permitted Users. However, in connection with the fulfillment of the Authority's rights and obligations under the Easement Agreement, such as for managing the Grantee's Stall Use, the Authority, its employees, contractors, and agents shall have in-out privileges.
- n. The County may ban from the Metro Garage any person who violates the County's rules or regulations and the Authority shall cooperate in preventing such banned persons from entering the Metro Garage.
- o. The County may implement systems and equipment to control access to the Metro Garage, which systems or equipment may change from time to time as technology advances. The County shall ensure that such systems or equipment shall not unreasonably interfere with or disproportionately affect Grantee's Stall Use, as compared to the County's use of the Metro Garage. The County shall, at the Authority's expense, promptly provide the Authority with devices necessary for access, including temporary

passes and replacements for lost or stolen identification or devices, and the Authority may impose a reasonable charge for providing such access devices to its parkers.

- p. The Authority may implement the Grantee's Stall Use by a professional garage or parking management company (the "Parking Manager"). Whenever the Authority desires to change the Parking Manager, the Authority shall provide the County with a list of prospective Parking Managers and shall allow the County the reasonable opportunity to provide recommendations and input into the selection process; provided, that in no event shall the County have any approval or disapproval rights as to the Authority's Parking Manager.
- q. The Committee shall develop and adopt a parking operations plan (the "Parking Operations Plan") for Event-Related Vehicle Parking, Metro Employee Event Parking and other operational issues including security, as the Committee may determine. The Parking Operations Plan shall include paragraphs (a) through (p) of this Section 8 and shall set forth in greater detail as necessary the process and means by which the Parties will operate the Metro Garage for Event-Related Vehicle Parking and schedule Metro Employee Event Parking. Subject to the procedures in this O&M/Capital Improvement Agreement, including but not limited to collaboration obligations, the County shall retain all final decision-making authority regarding Metro Garage operations. If the Committee cannot reach agreement on the Parking Operations Plan or an operations-related decision by the County unreasonably interferes with or disproportionately affects Grantee's Stall Use, as compared to the County's use of the Metro Garage, then the Authority may submit the matter to dispute resolution in accordance with Section 12 of the Easement Agreement.
9. ADA Compliance. The Parties acknowledge that the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder as of this date (collectively referred to herein as the "ADA") and the ADA Accessibility Guidelines and any other requirements under the ADA pertaining to the accessibility of the Metro Garage, may be amended and supplemented from time to time and new requirements under Title III of the ADA ("Title III") pertaining to business operations, accessibility and barrier removal may be promulgated, and that such requirements may be unclear and may or may not apply to the Metro Garage. The Parties hereby agree to allocate responsibility for Title III compliance going forward under the Easement Agreement and hereunder, as follows: (a) the County shall be responsible to correct any violations of the ADA existing as of the date of this O&M/Capital Improvement Agreement or arising from the County's use of the Metro Garage; (b) the County shall perform, and the Authority shall be responsible for the cost of, any correction of any violations of the ADA arising from the Grantee's Stall Use, including structural work, if any, and including any other work to be performed in or on the Metro Garage or the Metro Garage Property under or in connection with the Grantee's Stall Use, and (c) the County shall perform, and the Authority shall be responsible for the cost of, any so-called Title III "path of travel" requirements triggered by the Grantee's Stall Use under the Easement Agreement. County may elect in its sole discretion for the Authority to carry out work under subsections (b) and (c) herein, in which case such work will be an Alteration under Section 4.C.ix. of the Easement Agreement. Except as set forth above with respect to the County's Title III obligations, the Authority shall be solely responsible for all other requirements under the ADA relating to the Permitted Users in connection with the Grantee's Stall Use, including, without limitation, requirements under Title I of the ADA pertaining to the Authority's employees. Corrections of any violations of the ADA arising from both County and Authority use (e.g., as a result of new regulations) shall be the responsibility of the County, and the Authority shall pay its proportionate share of costs in accordance with its obligation to pay Maintenance and Major Maintenance expenses.
10. Vehicle Towing. The Authority shall tow or cause to be towed any vehicle that is parked in the Metro Garage pursuant to the Grantee's Stall Use and that remains in the Metro Garage (a) at midnight, or (b) more than three (3) hours after the end of the event for which it was

parked, whichever is later (each, "Closing Time"). To the extent that the Authority determines there are or may be good-faith public safety or practical reasons to allow an individual vehicle to remain in the Metro Garage after Closing Time, the Authority shall document the same, make a contemporaneous record of such determination, mark the vehicle and notify the Metro Garage security staff. At least one (1) member of the Authority's personnel or contractor staff shall remain at the Metro Garage or on-call for so long as any vehicle remains parked in the Metro Garage pursuant to Grantee's Stall Use in order to allow such person to assist with allowing the vehicles of any Permitted Users to exit the Metro Garage. Under no circumstances may Authority allow more than three (3) vehicles per event to remain in the Metro Garage after Closing Time. In all cases the Authority shall tow or cause to be towed any vehicle remaining in the Metro Garage twenty-four (24) hours after such vehicle was initially parked pursuant to the Grantee's Stall Use. The Authority shall be responsible for all costs, expenses, fees, or disputes arising out of or relating to vehicles towed in connection with the Grantee's Stall Use.

11. Costs. In addition to and separate from Maintenance Expenses or Major Maintenance expenses addressed in Section 12 of this O&M/Capital Improvement Agreement, the Authority shall pay all costs and expenses associated with the Grantee's Stall Use and Event-Related Vehicle Parking, including but not limited to any permits (including King County permits), signage, parking management, revenue collection, towing, maintenance or repair of parking equipment installed solely for Grantee's Stall Use, cleanup of hazardous material spills occurring during Event-Related Vehicle Parking and similar items.
12. Maintenance, Damage Repair, Major Maintenance and Capital Improvement Planning and Implementation.
 - a. Within one hundred eighty (180) days after the effective date of this O&M/Capital Improvements Agreement, the County shall prepare, and the County members of the Committee shall present, a proposed initial plan (the "Maintenance Plan") for the Maintenance and Major Maintenance of the Metro Garage during the ensuing five year period. The purpose of the Maintenance Plan is to guide Maintenance and Major Maintenance such that the Metro Garage will be maintained in good operating condition for no less than the Term of the Easement Agreement (as defined therein) and to at least the level to which County maintains its Park and Ride Garages as required by Section 6.B. of the Easement Agreement. The Maintenance Plan will be generally consistent with objective, written standards developed by reference to the standards used by the County in maintaining its Park and Ride Garages. The initial standards for Maintenance and Major Maintenance of the Metro Garage are attached hereto as Exhibit C. Such standards shall represent benchmarks to inform annual Maintenance and Major Maintenance decision-making. The Maintenance Plan shall be updated annually for the ensuing five years. The final Maintenance Plan, including the anticipated costs for each proposed project included in the Maintenance Plan and the respective share of such costs allocated to the County and the Authority, shall be completed by the County each year on a schedule consistent with the schedules of the Parties for their review in the context of their respective budget processes.

Prior to completion, the County's proposed Maintenance Plan shall be submitted to the entire Committee for its review and comment, including but not limited to the proposed inclusion of additional projects, as appropriate. The County members of the Committee shall in good faith consider all comments and proposed additions, but final approval of the Maintenance Plan shall be made by the County. If the Authority believes that the Maintenance Plan does not meet the maintenance standard required by Section 6.B of the Easement Agreement or unreasonably interferes with or disproportionately affects Grantee's Stall Use, as compared to the County's use of

the Metro Garage, then the Authority may submit the matter to dispute resolution in accordance with Section 12 of the Easement Agreement.

- b. The Committee will perform physical audits of the Metro Garage on an annual basis to evaluate consistency with the Maintenance Plan, review the applicability of the existing standards and to identify Maintenance and Major Maintenance that should be included in the Maintenance Plan to ensure consistency with the standards throughout the Term of the Easement Agreement.
- c. Maintenance and Major Maintenance undertaken during any given year shall be consistent with and in furtherance of the Maintenance Plan. The County shall undertake and install or complete all Maintenance and Major Maintenance functions set forth in the Maintenance Plan, unless the Parties agree that a particular project should be managed by the Authority, in which case, if such Maintenance or Major Maintenance involves improvements or alterations to be made to the Metro Garage (as opposed to a routine maintenance function such as sweeping), such project shall be considered an Alteration under Section 4.C.ix. of the Easement Agreement. The Maintenance Plan shall include a schedule for completing the Maintenance and Major Maintenance identified in the Maintenance Plan to be undertaken during any particular year. In undertaking any Maintenance and Major Maintenance, the Party managing a project shall use its reasonable efforts not to interfere with routine operation and maintenance of the Metro Garage, including but not limited to time when the Metro Garage is being used for Event-Related Vehicle Parking.

13. Maintenance Expenses and Major Maintenance Expenses.

- a. Maintenance Expenses Defined. For purposes of this O&M/Capital Improvements Agreement, "Maintenance Expenses" means all reasonable costs and expenses incurred by the County either directly or through a contractor, agent, lessee, or other intermediary in connection with operating, managing, and maintaining the Metro Garage, which costs and expenses include, but are not limited to:
 - i. All utility services provided to the Metro Garage;
 - ii. All permits, licenses, and certificates necessary to operate, manage, maintain and repair the Metro Garage;
 - iii. All insurance costs, if any;
 - iv. The purchase or rental of supplies, tools, equipment, or materials, and all of them, to the extent used in connection with the use, operation, maintenance, or repair of the Metro Garage;
 - v. Expenses incurred to comply with any laws, regulations, or governmental requirements of any kind, other than Capital Improvements;
 - vi. Wages, salaries, and other compensation and benefits for all on-site personnel other than Metro central security station personnel, and any manager engaged in the operation, maintenance, or repair of, and providing security services for, the Metro Garage, including employer's Social Security taxes, unemployment taxes or benefits;
 - vii. All property taxes and assessments;
 - viii. Costs of maintaining and repairing systems and equipment servicing the Metro Garage, including janitorial service, security, trash removal, cleaning, maintenance and repair of lighting, gates, fences, barriers, signs, walkways, driveways, curbs, security and access equipment, devices and systems, and drainage facilities;
 - ix. Routine minor resurfacing, repairing, repaving and restriping of the Metro Garage and surrounding areas and appurtenant structures and sidewalks;
 - x. Removal of ice and snow from the Metro Garage and entrances and exits thereto;
 - xi. Any service or maintenance contracts relating to the operation, maintenance, or repair of the Metro Garage;

- xii. All other costs and expenses reasonably related to the operation, maintenance, or repair, of the Metro Garage, provided that such costs and expenses shall not be duplicative of any other costs and expenses payable by the Authority under this O&M/Capital Improvement Agreement or the Easement Agreement.

Exhibit C attached to this O&M/Capital Improvement Agreement also includes a list of categories of Maintenance Expenses.

- b. Items Excluded from Maintenance Expenses. The following items are specifically excluded from the definition of Maintenance Expenses in Subsection 13.a:
 - i. Depreciation or amortization of the Metro Garage or equipment therein;
 - ii. Costs of special services, goods, or materials not used in support of Metro Garage parking
 - iii. Interest, debt, or principal payments on the Metro Garage;
 - iv. Legal or other professional fees in connection with the sale, lease, finance or refinance of the Metro Garage;
 - v. Amounts in excess of actual costs incurred including overhead charges, or duplicative costs charged to the Authority;
 - vi. Penalties incurred as a result of the County's failure to make any payment when due, unless such failure was due to the Authority's failure to pay its pro rata share of Operating Expenses;
 - vii. Costs of repair, restoration or rebuilding of the Metro Garage resulting from casualty;
 - viii. Any expenses for which the County is entitled to receive reimbursement from insurance proceeds;
 - ix. Costs associated with the maintenance or repair of any improvements or equipment and electrical, mechanical or other building and utility systems located in the Metro Garage or elsewhere on the Metro Garage Property that are not used in connection with or related to the use, operation, maintenance or repair of the Metro Garage;
 - x. Costs associated with Major Maintenance;
 - xi. Costs for which the County is reimbursed through condemnation awards, warranties, or contracts with third-party service providers;
 - xii. The cost of the initial construction of the Metro Garage (including on-site and off-site improvements relating thereto);
 - xiii. Any repairs or replacements necessitated by the County's gross negligence or willful misconduct;
 - xiv. Cleanup of hazardous substances spills (provided each Party shall be responsible for the cleanup of hazardous substance spills arising from its use of the Metro Garage as set forth in the Easement Agreement);
 - xv. Any fines, penalties or additional costs imposed upon the County due to violation of applicable laws where such violation is not caused by the Authority and does not arise out of or relate to the Grantee's Stall Use;
 - xvi. Salaries of employees of the County at or above the level of manager;
 - xvii. Costs incurred in connection with a transfer or disposition of all or any part of the Metro Garage, or any interest therein;
 - xviii. All costs of operating, maintaining and repairing the Ryerson bridge and the west stairwell, and all other discernible costs (e.g., costs of labor, supplies, tools and equipment) of operating, maintaining and repairing the security station and security systems and equipment not specifically related to Grantee's Stall Use, restroom and secured vehicle holding area in the Metro Garage as depicted on Exhibit A attached hereto; and
 - xix. Any other costs that are the sole responsibility of the Authority, as set forth in Section 11 above.
- c. Major Maintenance Expenses Defined. "Major Maintenance Expenses" means the cost of all Major Maintenance included in the Plan. Items excluded from Maintenance

Expenses under Section 13(b) (other than Subsection 13(b)(x)) shall also be excluded from Major Maintenance Expenses for which the Authority pays a share to the extent such items also are applicable to Major Maintenance Expenses. Exhibit C attached to this O&M/Capital Improvement Agreement also includes a list of categories of Major Maintenance Expenses. During the two years following the Commencement Date of the Easement Agreement, the Authority will not be required to pay any share of the cost of the work described in any category of Major Maintenance Expenses identified in Exhibit C that, for any such category: (a) the indicated frequency of the recommended maintenance cycle is less than every ten years; and (b) the work described in such category has not been completed by the County prior to the Commencement Date.

- d. Allocation of Maintenance Expenses. The Authority shall pay a Maintenance Fee equal to the sum of (i) Authority's Pro Rata Share of Maintenance Expenses; and (ii) twenty percent (20%) of Major Maintenance Expenses. "Authority's Pro Rata Share" means a percentage stated as a fraction, the numerator of which is the total of all hours that parking stalls were reserved by the Authority in the preceding calendar year pursuant to its Estimated Use, multiplied by the number of stalls made available to the Authority for each such hour, as set forth on Exhibit C to the Easement Agreement (the "Parking Stall Hours"), plus any additional Parking Stall Hours for which the Authority may have contracted with the County as contemplated under Section 5.b of this O&M/Capital Improvement Agreement; and the denominator of which is the total number of parking stalls available in the Metro Garage in the preceding calendar year (i.e., approximately 1,009), multiplied by 365 (the number of days in the year, 366 in leap years), multiplied by 16 (the number of hours each day (from 8 a.m. to 12 midnight) the stalls are considered available). For purposes of determining the Parking Stall Hours reserved by the Authority, on any day that the Authority schedules use of the Metro Garage for Event-Related Vehicle Parking the Authority shall be deemed to use all parking stalls hours available to it on Exhibit C to the Easement Agreement, even if the Authority actually uses less than all stalls hours available to it. The County shall adjust the Authority's Pro Rata Share from time to time to account for any reduction to or expansion of the Parking Stall Hours allocated to the Grantee's Stall Use in Exhibit C to the Easement Agreement. The County may also, if it so elects, increase the Authority's Pro Rata Share to the extent the Parking Stall Hours actually used by the Authority in a given year exceed the Parking Stall Hours in the Authority's Estimated Use for that year. The County shall deliver notice to the Authority stating the adjustment. The Authority shall acknowledge receipt of the notice, and shall either concur in the adjustment or initiate dispute resolution. Notwithstanding anything to the contrary contained above and as the Grantee's Stall Use becomes clearer, the Parties may agree to an alternative means to establish the Authority's Pro Rata Share including a minimum dollar amount or Pro Rata Share or a flat fee per event or per year.
- e. Estimate of Maintenance Expenses.
- i. By June 30 of each calendar year during the Term, other than the first year of the Term, the County shall deliver to the Authority a written estimate of Maintenance Expenses and Major Maintenance Expenses for the next calendar year and a calculation of the Authority's Pro Rate Share of the estimated Maintenance Expenses, based on the estimated percentage of usage determined in accordance with the formula set forth in Section 13.C hereof, and the Authority's share of the estimated Major Maintenance Expenses. The estimate shall be reasonable and, to the extent reasonably practicable, shall be based upon previous years' Maintenance Expenses and Major Maintenance Expenses. The estimate shall include reasonable detail of the projected Maintenance Expenses and Major Maintenance Expenses, including the annual total presented by expense category. The County shall make appropriate staff reasonably available to the Authority to respond to inquiries regarding the estimates.

- ii. Utilities. The County shall pay or cause to be paid when due all charge for light, electricity, water, gas, telephone service, garbage collection, drainage/stormwater, and sewage service for the Metro Garage, provided the cost thereof shall be a Maintenance Expense.
 - f. The Authority's Payment of Estimated Maintenance Expenses and Major Maintenance Expenses. The Authority shall pay the amount the County estimates as the Authority's Pro Rata Share of Maintenance Expenses and share of Major Maintenance Expenses for each calendar year during the Term, in equal monthly installments, in advance, on the first day of each month. The County shall endeavor to deliver an estimate of the Authority's Pro Rata Share of Maintenance Expenses and share of Major Maintenance Expenses prior to January 1 of each calendar year, but if the County fails to do so, then the Authority shall continue paying the Authority's Pro Rata Share of Maintenance Expenses and share of Major Maintenance Expenses based on the estimates provided by the County for the previous calendar year. If the Authority later receives the County's estimate for the then calendar year, then the Authority shall pay all subsequent installments in accordance with the new estimate and shall pay any deficit or receive any credit for the difference in the old and new estimates as directed by the County. At the Authority's option, the Authority may make a single annual payment for its share of Major Maintenance and Capital Improvement costs in any given year. If the Authority elects to make such an annual payment, the Parties shall agree on the process for doing so.
14. Capital Improvements. The Parties acknowledge that it may be mutually beneficial to make Capital Improvements to extend the useful life of the Metro Garage beyond the term of the Easement Agreement, to expand the capacity of the Metro Garage, or to modernize or make its operations and usefulness more efficient. Such Capital Improvements include only those improvements that go beyond Maintenance and Major Maintenance. The Authority shall pay twenty percent (20%) of the cost of Capital Improvements agreed upon by the Parties. The Parties agree to discuss proposed Capital Improvements in the Committee and may agree to undertake Capital Improvements on mutually agreeable terms and conditions addressing issues such as the scope, estimated cost and of terms of payment for any Capital Improvements. The Parties also will discuss the extent to which their respective soft costs associated with any jointly funded Capital Improvement, including but not limited to internal staff, financing and legal costs, may be attributed to total project costs that are shared between the Parties. In the alternative, if the Parties, after fully discussing the matter in good faith cannot agree on a course of action with regard to Capital Improvements, the County may undertake such Capital Improvements at its sole cost and expense so long as such Capital Improvements once completed shall not unreasonably interfere with or disproportionately affect Grantee's Stall Use, as compared to the County's use of the Metro Garage. If such Capital Improvements are not integrated into the operations of the existing Metro Garage, then the Authority shall have no rights to use or benefit from such Capital Improvements. A Capital Improvement undertaken by and at the expense of the Authority shall be subject to the County's prior written approval, which approval shall not be unreasonably withheld. The County shall have no obligation to approve a Capital Improvement that would (a) affect the Metro Garage's structural members or materially affect building systems; (b) unreasonably interfere with the County's use of the Metro Garage; or (c) increase the cost of operating or maintaining the Metro Garage (unless the Authority agrees to be solely responsible for such increased costs).
15. Annual Reconciliation of Actual Expenses. Within one hundred twenty (120) days of the end of each calendar year during the Term, the County shall determine the actual Maintenance Expenses, and actual Major Maintenance expenses for such prior calendar year, and the Authority's Pro Rata Share of such expenses, and shall deliver to the Authority a written statement of such amounts. If the Authority paid less than the Authority's Pro Rata Share of actual expenses for such year, then the Authority shall pay the difference to the County within

ninety (90) days following receipt of such annual reconciliation statement. If the Authority paid more than the Authority's Pro Rata Share of such expenses for the applicable year, then the County shall credit the excess amount against the next monthly installment or installments payable by the Authority of the Authority's Pro Rata Share of such expenses. The County shall provide the Authority with sufficient backup information to support its determination of Maintenance and Major Maintenance Expenses and the Authority's Pro Rata Share thereof and also make appropriate County staff reasonably available to the Authority to respond to inquiries regarding such information.

16. Authority Audit of Expenses. Consistent with Section 17.a of this O&M/Capital Improvement Agreement, the Authority shall have the right to dispute the County's charges and calculations of expenses. Disputes may include but need not be limited to the amount of any expenses, change in the Authority's Pro Rata Share, and the amount of expenses properly payable by the County. If the Authority wishes to dispute any Maintenance Expenses or Major Maintenance Expenses then the Authority shall deliver notice to the County pursuant to Section 25 of this Agreement, not later than ninety (90) days from the date it receives the County's annual reconciliation statement. The notice shall specify the charges or calculations in dispute. If the Authority provides such notice, then subject to Section 17.a of this O&M/Capital Improvement Agreement, the County will permit the Authority to audit the County's books and records pertaining to expenses for the fiscal year to which such reconciliation pertains. Until the completion of the audit and final resolution of any dispute regarding such audit, the Authority shall continue to pay the Authority's Pro Rata Share of Maintenance Expenses and Major Maintenance expenses in the amounts estimated by the County. Any overcharge or underpayment of Maintenance Expenses or Major Maintenance expenses, as the case may be, shall be credited or paid by the responsible Party within sixty (60) days of the completion of the audit or, if there is a dispute, upon the final resolution of the dispute.

17. Records.

a. General. The Parties shall each maintain books and records regarding use of the Metro Garage on a consistent basis to allow accurate audits. Each Party may audit the other Party's Metro Garage-related books and records at the offices where such books and records are kept. Such audit shall be during ordinary business hours and shall occur not later than thirty (30) days after a Party receives notice of intent to audit from the other Party. Audits shall be conducted by a firm that is not paid on a contingency basis. The auditing Party shall pay the costs of the audit firm. The auditing Party shall pay the costs of the audit firm, unless the audit reveals that the audited Party overcharged or underpaid by five percent (5%) or more, in which case the audited Party shall pay the costs of the audit firm.

b. Vehicle Parking. The Authority shall maintain accurate records of parking including, but not limited to, the numbers of vehicles parked in the Metro Garage for any event for which the Authority is providing Event-Related Vehicle Parking. The Authority shall provide the County with a report of numbers of cars parked each quarter pursuant to the Grantee's Stall Use. The Authority shall issue its report within ten (10) days of the end of each quarter during the calendar year. The report shall be signed by a person in authority who shall certify the report's accuracy. Each Party may independently monitor and inspect the other Party's use of the Metro Garage and the County may audit the Authority's records pursuant to Paragraph (a) of this Section 17.

18. Insurance.

- a. The Authority shall procure and maintain, for the duration of this O&M/Capital Improvement Agreement, insurance or coverage against claims for injuries to persons or damages to property which may arise from or in connection the Grantee's Stall Use, or Event-Related Vehicle Parking, or the acts or omissions of the Authority, its agents, representatives, employees, contractors and/or subcontractors, and Permitted Users.
- b. By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Authority. The Authority shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- c. 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 these insurance requirements shall affect and/or alter the application of any other provision contained within the Easement Agreement or this O&M/Capital Improvement Agreement.
- d. For All Coverages: The cost of such insurance shall be paid by the Authority. Each insurance policy shall be written on an "Occurrence Form."
- e. Minimum Scope and Limits of Insurance: The Authority shall obtain coverage at least as broad as:
 - i. General Liability: Insurance Services Office form number CG 0001 (Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY. The Authority shall maintain limits no less than \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Automobile Liability: Insurance Services Office form number (CA 00 01 Ed. 12-90 or its equivalent) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto", or the combination of symbols 2, 8 and 9. Limits shall be no less than \$1,000,000. Combined Single Limit Bodily Injury and Property Damage.
 - iii. Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.
 - iv. Employers Liability or "Stop-Gap": The protection by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop-Gap" endorsement to the General Liability policy. Limits shall be no less than \$2,000,000.
- f. Deductibles and Self-Insured Retentions: The deductible and/or self-insured retention of the policies shall not limit or apply to the Authority's liability to the County and shall be the sole responsibility of the Authority.
- g. Other Insurance Provisions: The insurance policies required in this O&M/Capital Improvement Agreement are to contain, or be endorsed to contain the following provisions:
 - i. All Liability policies except Workers Compensation:
 - (A) The County, its officers, officials, employees and agents are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Authority in connection with this O&M/Capital Improvement Agreement, but

specifically excluding the officers, officials, employees and agents personal vehicles parked in the Metro Garage.

- (B) Insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents should not contribute with the Authority's insurance or benefit the Authority in any way.
 - (C) The Authority's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- ii. All Policies: Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this O&M/Capital Improvement Agreement, unless forty-five (45) days prior notice, return receipt requested, has been given to the County.
 - h. Acceptability of Insurers: Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.
 - i. Verification of Coverage: The Authority shall furnish the County with certificates of insurance and endorsements required by this O&M/Capital Improvement Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time, and any such policies delivered to the County shall be treated as Confidential Information by the County pursuant to Section 36 of this O&M/Capital Improvement Agreement.
 - j. Municipal or State Agency Provision: If the Authority is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.
 - k. If the Authority sub-contracts out any of the work, then the Authority shall be responsible for ensuring that such contractor or subcontractor is adequately insured and that the County is added as an additional insured to all of the contractor's liability policies except Workers Compensation and Professional Liability.
 - l. The County currently maintains a fully funded Self-Insurance program as defined in King County Code 4.12 for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The Authority acknowledges, agrees and understands that the County is self-funded for all of its liability exposures. The County currently insures the Metro Garage under a blanket property policy that also provides coverage for multiple other County assets. The County does not currently maintain a separate property policy for the Metro Garage.
19. Taxes.
- a. The Parties acknowledge that the Authority will levy, collect and retain for Stadium-related purposes a parking tax on vehicles parking in the Metro Garage pursuant to the Grantee's Stall Use. The County acknowledges that the Authority has deemed the Metro Garage a parking facility that is part of the Stadium and that will be included within FGI's leasehold interest under the Master Lease. The County acknowledges that the Authority and FGI believe FGI's leasehold interest in the Authority's interest in the Metro Garage is exempt from the leasehold excise tax under applicable state law.

- b. Notwithstanding Paragraph (a) of this Section 19, the Authority shall pay on a current basis all taxes or assessments levied on its activities and property in connection with this O&M/Capital Improvement Agreement or use of the Metro Garage by the Authority or FGI ("Authority Taxes"); provided, however, that nothing contained herein shall modify the Authority's right to contest any such tax, and the Authority shall not be deemed to be in default as long as it shall, in good faith, be contesting the validity or amount of any such taxes. Without limiting the generality of the foregoing sentence, the Authority shall pay any Washington State leasehold excise tax ("LET") that may be due on the Authority's use of the Metro Garage. The Authority shall hold harmless, indemnify, and defend the County from any and all liability relating to or arising from Authority Taxes or nonpayment of Authority Taxes in connection with use of the Metro Garage by the Authority or FGI.
20. Dispute Resolution. Dispute Resolution is addressed in Section 12 of the Easement Agreement, which section is incorporated by this reference as if fully set forth herein. Notwithstanding the foregoing, the Parties agree to raise matters that could be subject to Dispute Resolution to the Committee for informal discussion and negotiation.
21. Defaults and Remedies. Defaults and Remedies are addressed in Section 13 of the Easement Agreement. Failure to comply with this O&M/Capital Improvement Agreement shall constitute a default for purposes of the Easement Agreement.
22. Indemnification. Indemnification is addressed in Section 14 of the Easement Agreement, which section is incorporated by this reference as if fully set forth herein.
23. Amendments. This O&M/Capital Improvement Agreement may be amended by mutual agreement of the Parties in writing.
24. Assignment. The Authority may not assign any of its rights under this O&M/Capital Improvement Agreement without the County's prior written consent, except that the Authority may assign this O&M/Capital Improvement Agreement to FGI (together with all of the Authority's rights and obligations hereunder) to FGI in its capacity as the Master Tenant for the period this O&M/Capital Improvement Agreement is in effect, provided that: FGI, so long as it is the Master Tenant, shall agree with the Authority and the County to assume and be bound by each and every term of this O&M/Capital Improvement Agreement and the Easement Agreement as if it were an original signatory thereto, and provided further that assignment to FGI shall not release the Authority from any of its covenants, agreements, liabilities and duties under this O&M/Capital Improvement Agreement, or the Easement Agreement, or any amendments thereto, but both the Authority and the Master Tenant shall remain primarily liable under all these agreements. The form of any assignment shall be reasonably acceptable to the County. The Parties understand and agree that FGI, as and for so long as it remains the Master Tenant, will perform the obligations and assume the rights and responsibilities of the Authority under this O&M/Capital Improvement Agreement.
25. Notice. Any notice or communication hereunder shall be given in the form and manner specified in Section 17.A of the Easement Agreement, PROVIDED that notice regarding this O&M/Capital Improvement Agreement shall be sent to the following:

O&M/Capital Improvement Agreement

If to County:

King County
Transit Division
201 South Jackson Street, Suite 400
Mail Stop – KSC-NR-0400
Seattle, WA 98104-38550
Phone: 206-684-1619
Attn: General Manager

If to Authority:

Washington State Public Stadium Authority
CenturyLink Field & Event Center
800 Occidental Avenue South, Suite 700
Seattle, WA 98134
Phone: 206-381-7940
Attn: Executive Director

If to FGI:

First & Goal, Inc.
800 Occidental Avenue South, Suite 200
Seattle, WA 98134
Phone: 425-203-8010
Attn: Lance Lopes

or to such other address or to such other person's attention of which notice was given in accordance with this section. FGI shall be sent a copy of a notice sent to either Party. Notice shall be deemed effective three (3) days after mailing or upon delivery, as described in the Easement Agreement.

26. Powers of King County. Nothing contained in this O&M/Capital Improvement Agreement shall be considered or interpreted to diminish the governmental or police powers of the County.
27. Non-Waiver. The failure of either Party to enforce any provision of this O&M/Capital Improvement Agreement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this O&M/Capital Improvement Agreement.
28. Legal Relations. Nothing contained herein shall make, or be deemed to make, the County and the Authority a partner of one another and this O&M/Capital Improvement Agreement shall not be construed as creating a partnership or joint venture. This O&M/Capital Improvement Agreement shall create no right, duty, or cause of action in any person or entity not a party to it.
29. Washington Law Controlling; Where Actions Brought; Attorney Fees and Costs. This O&M/Capital Improvement Agreement is issued under and governed by the laws of the State of Washington, which shall be controlling in any dispute that arises hereunder. Actions pertaining to this O&M/Capital Improvement Agreement shall be brought in King County Superior Court, King County, Washington. If any party brings an action to enforce the terms of this O&M/Capital Improvement Agreement, in any such action the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and reasonable costs. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal or in any proceedings under any present or future federal bankruptcy, forfeiture or state receivership or similar law.
30. Section Headings. The section headings contained herein are only for convenience and reference and are not intended to be a part of this O&M/Capital Improvement Agreement or in any manner to define, limit, or describe the scope or intent of this O&M/Capital Improvement Agreement or the particular sections to which they refer.
31. Singular and Plural. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

32. Interpretation. The County and the Authority have each been represented by legal counsel in connection with the negotiation, execution and delivery of this O&M/Capital Improvement Agreement. Each of the provisions of this O&M/Capital Improvement Agreement has been reviewed and negotiated, and represents the combined work product of both Parties hereto. No presumption or other rules of construction which would interpret the provisions of this O&M/Capital Improvement Agreement in favor of or against the Party preparing the same shall apply in connection with the construction or interpretation of any of the provisions of this O&M/Capital Improvement Agreement.
33. Severability. If a court of competent jurisdiction determines that any provision of this O&M/Capital Improvement Agreement is invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable unless striking such provision materially alters the intention of the Parties. If a court of competent jurisdiction finds that any provision of this O&M/Capital Improvement Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
34. Counterparts. This O&M/Capital Improvement Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.
35. Nondiscrimination. In all hiring or employment made possible by or resulting from this O&M/Capital Improvement Agreement, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, gender identification or expression, marital status, or the presence of any sensory, mental or physical handicap in an otherwise-qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person shall be denied, or subject to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this O&M/Capital Improvement Agreement on the grounds of race, color, ancestry, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, gender identification or expression, marital status, or the presence of any sensory, mental or physical handicap, or the use of a trained service animal. Any violation of this Section 35 shall be considered a violation of a material provision of this O&M/Capital Improvement Agreement.
36. Public Records. The County and the Authority acknowledge that the Easement Agreement and this O&M/Capital Improvement Agreement are public records, and that any other documents provided by the Authority to the County will be public records. The Authority may, if it elects, mark any such documents as proprietary or confidential. If the County receives any public records request, subpoena, or court order requiring disclosure of information marked by the Authority as proprietary or confidential ("Confidential Information"), or the County otherwise believes in good faith that a disclosure of marked Confidential Information is required by law, the County shall promptly notify the Authority. The County will not release marked Confidential Information for a period of ten (10) days to give the Authority an opportunity to obtain a court order prohibiting the release of the information in response to the public disclosure request or other required disclosure. The County cannot insure that Confidential Information would not be subject to release pursuant to a public disclosure request, and shall not be liable for such release.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGE

COUNTY

KING COUNTY,
a political subdivision of the State of Washington

By _____
Name _____
Its _____

Approved as to form only

By _____
Name _____
Its _____

AUTHORITY

WASHINGTON STATE PUBLIC STADIUM AUTHORITY,
a Washington municipal corporation

By _____
Name _____
Its _____

Approved as to form only

By _____
Name _____
Its _____

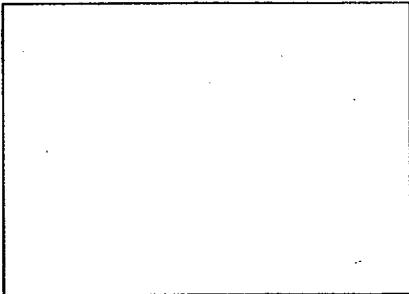
NOTARY BLOCKS APPEAR ON FOLLOWING PAGES

NOTARY BLOCK FOR COUNTY, KING COUNTY

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____



Notary Public
Print Name _____
My commission expires _____

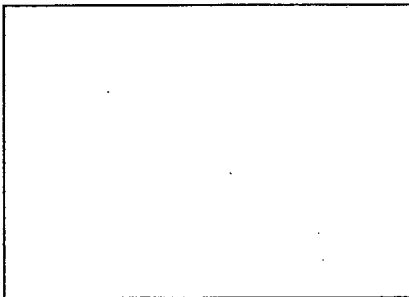
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NOTARY BLOCK FOR AUTHORITY, WASHINGTON STATE PUBLIC STADIUM AUTHORITY

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____



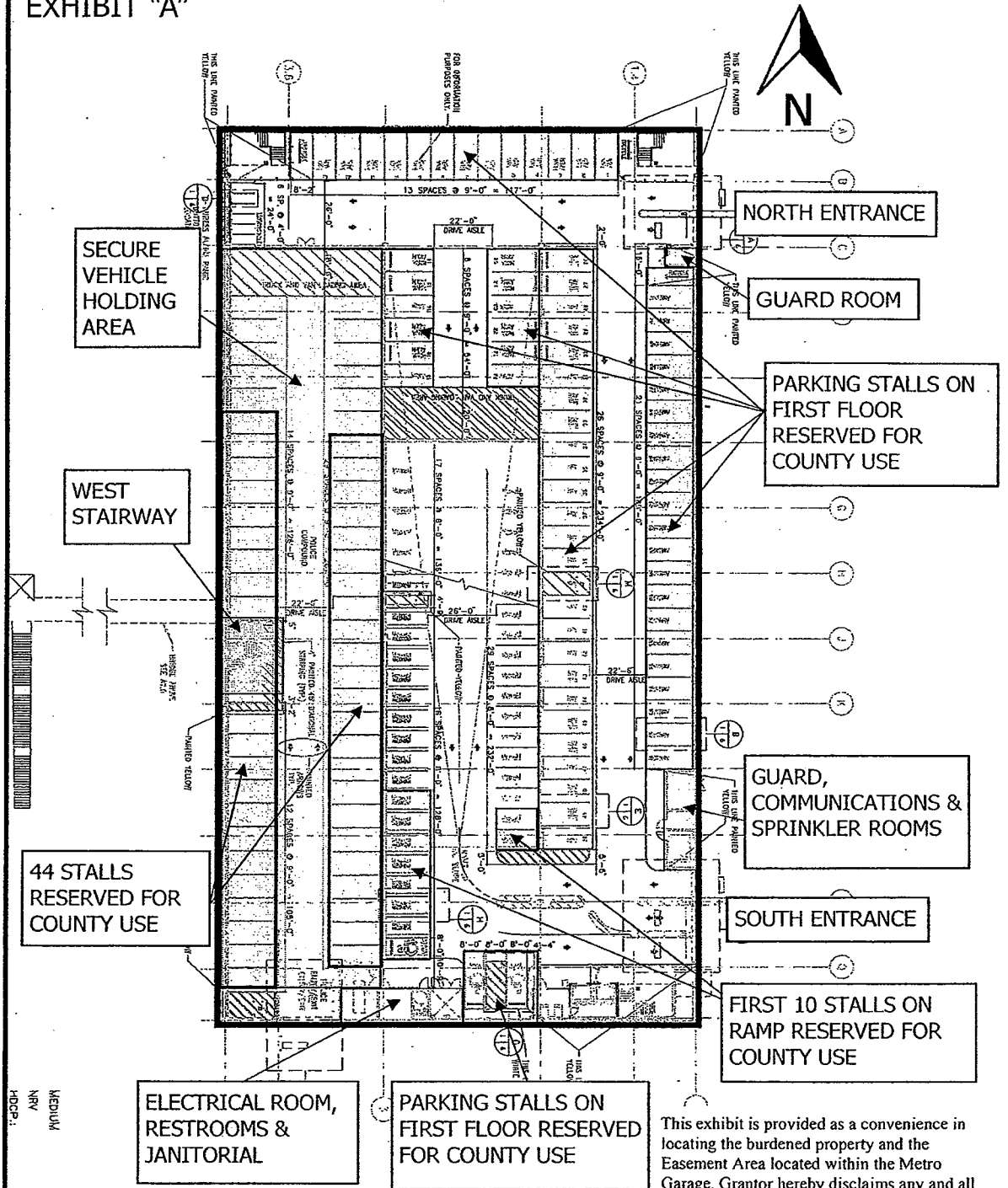
Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

EXHIBIT A

Site Plan

EXHIBIT "A"

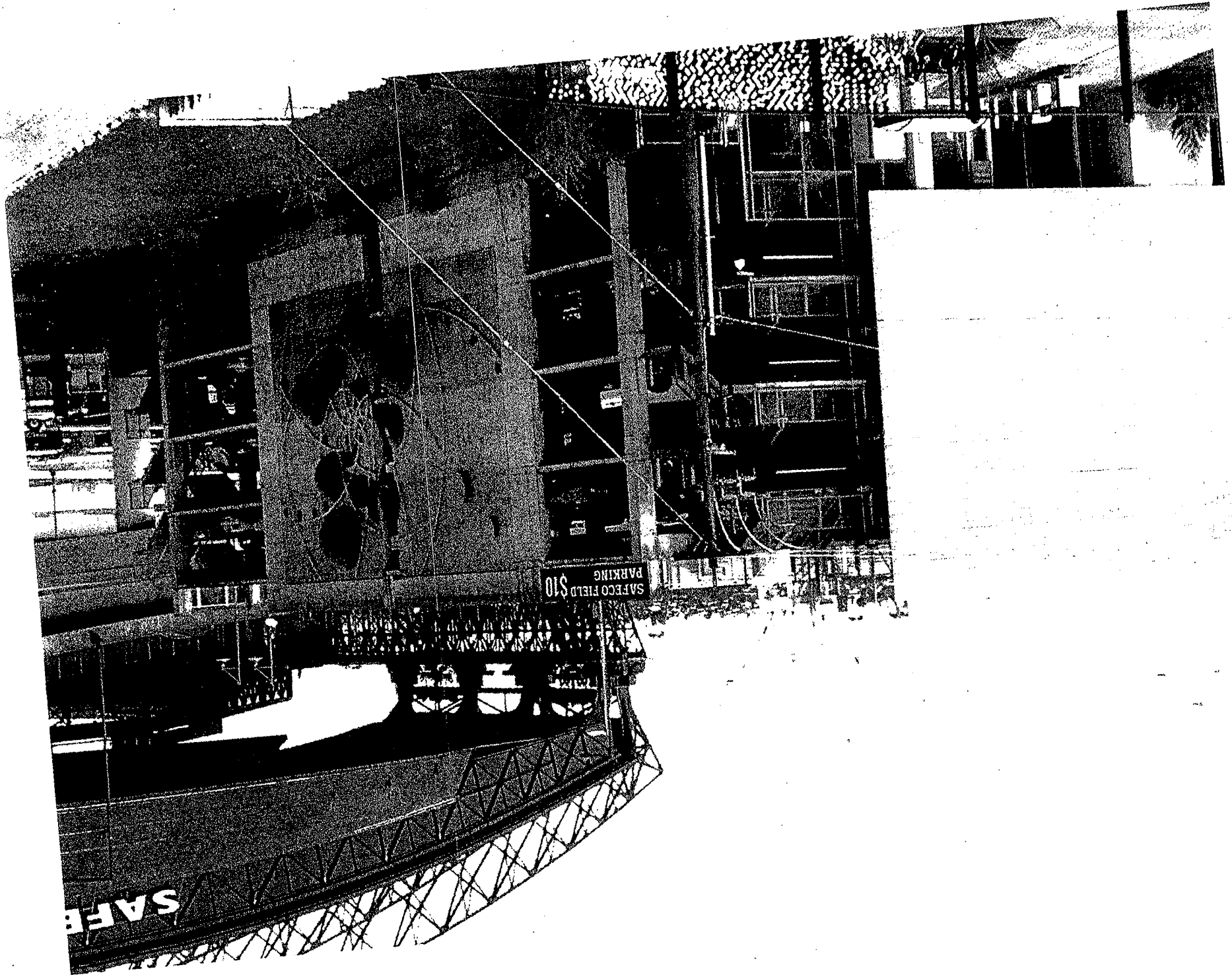


METRO GARAGE—LEVEL 1 LAYOUT

This exhibit is provided as a convenience in locating the burdened property and the Easement Area located within the Metro Garage. Grantor hereby disclaims any and all liability and/or other discrepancies as may be disclosed by an accurate survey (based on an accurate ALTA title report). All capitalized terms not otherwise defined in this Exhibit are as defined in the Easement Agreement to which this exhibit is attached.

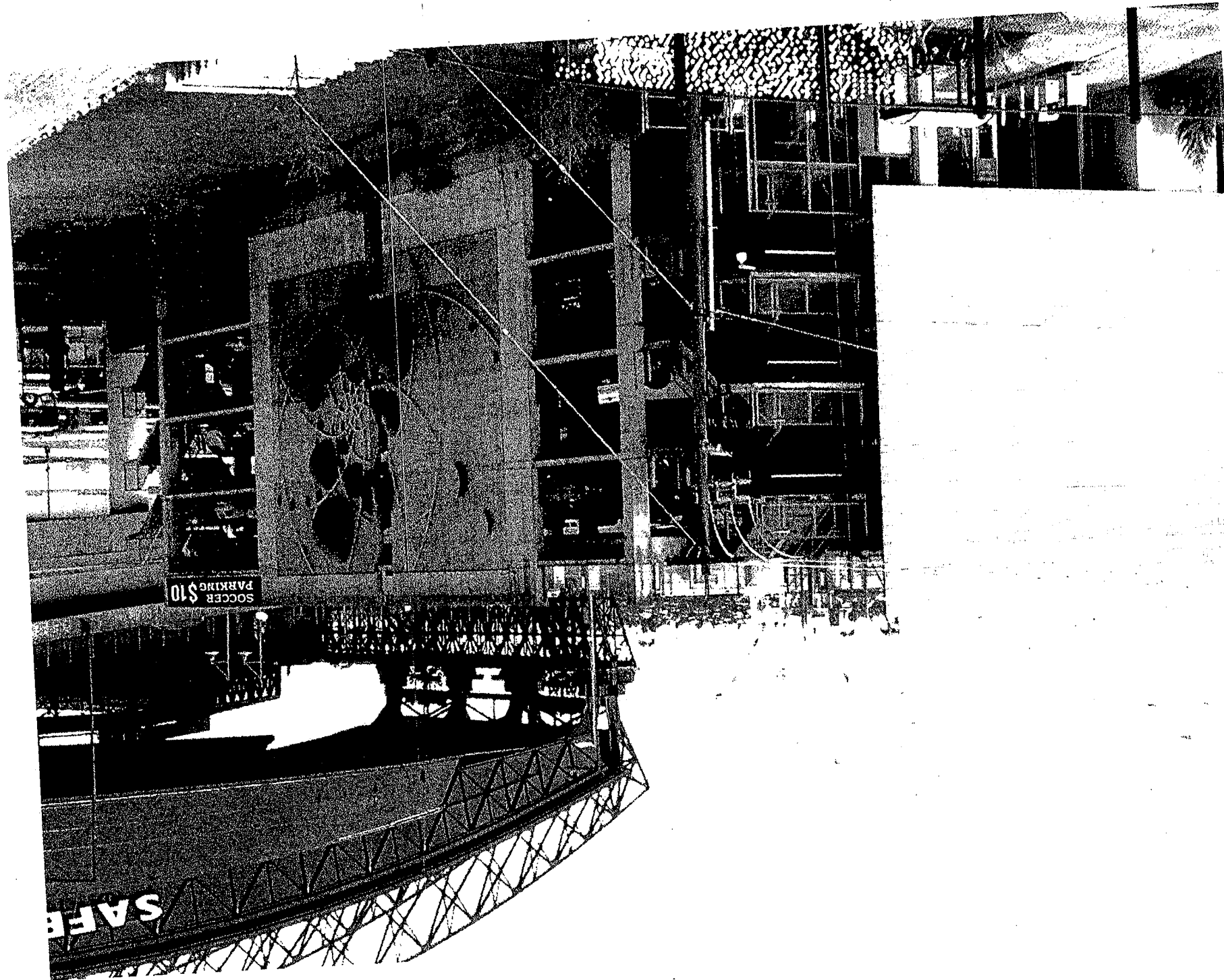
EXHIBIT B

Sign Graphic



SAFECO FIELD \$10
PARKING

SAFE



O&M/Capital Improvement Agreement

Exhibit C:

Metro Employee Garage Proposed Routine Maintenance Plan April 26 2012

System	Areas of Review	Frequency of Maintenance	Additional Notes
Parking Structure	Review for leaks, cracks, spalling, exposed rebar, rust or corrosion to ensure structure performs as designed		
	Inspect Beams, Columns, and Bumper Walls -- repair cracking & spalling	annual inspection	repair as needed, queue for repair project
	Joint Sealant Systems	annual inspection	repair as needed, queue for repair project
	Architectural Sealants--windows & door frames review	annual inspection	repair as needed, queue for repair project
	Exposed Steel - cables/handrails inspection & repair	annual inspection	repair as needed, queue for repair project
	Masonry --inspection, cleaning, tuck-pointing & sealing	annual inspection	repair as needed, queue for repair project
Aesthetics/Housekeeping	Maintain clean, organized look to the facility, ensure trash bins not full, minimize trash and debris build-up, keep touchable surfaces clean		
	Landscaping Beds & Irrigation--weed, top-dress as appropriate, prune, winterize as needed, etc.	monthly maintain	
	Painting - examine painted surfaces	annual inspection	touch up as needed to fix fading or rust
	Window/Glass cleaning	annual maintain	
	Artwork	4Culture schedule	Metro resp. per agreement w/ 4Culture
	Trash/Sweep/Clean --signs parking decks, stairwells, elevators	weekly	Inspect and clean after events (by PSA)
	Pressure Wash --decks	annually-as needed	oil stains hit with degreaser as needed
	Pressure Wash--exterior	annual inspection	clean as necessary
	Parking Control Equipment	annual inspection	inspect, repair as required
	Roll-down Doors	semi annual inspection	maintain per manufacturer specs
Civil Items	Review and maintain to ensure no water backups or minimal ponding		
	Drainage--clean drains	semi annual inspect	plus on as-needed basis to clear covers
	Annual Inspection & Testing	annually	routine maintenance
	Maintain Drainage System	quarterly PM	routine maintenance
Mechanical	Ensure manufacturer specifications are followed as a minimum. Fire/life safety components checked regularly		
	Elevator System-compliance testing	mo., qtr. & annual	maintain to manufacturer specs
	Plumbing Systems	quarterly inspection	maintain to manufacturer specs
	Standpipes	annually test	SFD compliance testing
	Fire Protection System Inspection--hose cabinets and extinguishers	annually	maintain to manufacturer specs
	Parking Control Equipment	as required	inspect, repair as needed
Electrical Systems	Ensure manufacturer specifications followed. Ensure aesthetics and safety issues are addressed		
	Lighting	daily (guard walk)	replace lamps and clean as needed
	Lighted Signs	daily (guard walk)	replace lamping as needed
	Generator - testing	quarterly & annual	transfer switch test per specs
	Security System Inspection/Test	monthly	repair replace as necessary
	Fire Alarm System - compliance testing	annually	compliance testing
	Fire Protection System Inspection	monthly & annual	inspections & certification

O&M/Capital Improvement Agreement

EXHIBIT C

Metro Employee Garage Projected Major Maintenance Frequency and Costs

April 25, 2012

	Est. Frequency of Maintenance (in Years)	Estimated Cost	Annualized Costs
Structural System			
Floors Sealing/Refinish (liquid membrane traffic topping)	10	\$ 55,000	\$ 5,500
Beams, Columns, and Bumper Walls (repair cracking & spalling)	3	\$ 10,000	\$ 3,333
Stair and Elevator Towers	5	\$ 25,000	\$ 5,000
Joint Sealant Systems	15	\$ 50,000	\$ 3,333
Architectural Sealants (windows & door frames)	10	\$ 30,000	\$ 3,000
Exposed Steel - Cables/Handrails (inspection & repair)	10	\$ 20,000	\$ 2,000
Masonry (inspection, cleaning, tuck-pointing & sealing)	10	\$ 25,000	\$ 2,500
Bearing Pads (inspection & repair)	20	\$ 15,000	\$ 750
Aesthetics			
Re-signing - Graphics (clean & replace)	10	\$ 35,000	\$ 3,500
Restriping Parking Stalls	10	\$ 25,000	\$ 2,500
Access Control			
Access Control Gates - Pedestrian	20	\$ 20,000	\$ 1,000
Access Control Gates - Vehicle	20	\$ 90,000	\$ 4,500
Access Control Module	10	\$ 20,000	\$ 2,000
Civil Items			
Replace Drainage System	25	\$ 80,000	\$ 3,200
Supplemental Drains & Piping	25	\$ 15,000	\$ 600
Mechanical			
Elevator Replacement	30	\$ 75,000	\$ 2,500
Exhaust Fan Replacement	15	\$ 25,000	\$ 1,667
Miscellaneous Equipment Sand & Oil Interceptors	20	\$ 25,000	\$ 1,250
Plumbing Systems	20	\$ 5,000	\$ 250
Electrical Systems			
Lighting - relamping	3	\$ 60,000	\$ 20,000
Lighting - replacement	20	\$ 295,000	\$ 14,750
Generator - Replacement (175kw of the shared 900kw genset @ Comm Center)	30	\$ 75,000	\$ 2,500
Automatic Transfer Switch - Portion of generator above	30	\$ 5,000	\$ 167
Main Switchgear 600A	30	\$ 37,500	\$ 1,250
Distribution Panel Board Replacement	30	\$ 75,000	\$ 2,500
Transformer Replacement	30	\$ 25,000	\$ 833
Security Systems			
Cameras	5	\$ 114,000	\$ 22,800
Panic Stations	10	\$ 260,000	\$ 26,000
DVR's (for recording garage images)	7	\$ 105,000	\$ 15,000
Fire Alarm System Replacement	20	\$ 45,000	\$ 2,250
Annualized Maintenance Costs			\$ 156,433

Note 1

Note 1

Note 1 - Includes assumption on a reduced number of cameras and panic stations at replacement. Metro commits to review, for discussion at the parking management committee, the number of cameras and panic stations at the point of major upgrade/replacement.

