

**Intergovernmental Land Transfer Agreement Between
King County and the City of Enumclaw**

Relating to the Ownership, Operation and Maintenance of Certain King County Park and
Recreation Facilities in the Vicinity of the City of Enumclaw

This Agreement is made and entered into this _____ day of _____, 2006 by and between the City of Enumclaw, a Washington municipal corporation, hereinafter called "City", and King County, a political subdivision of the State of Washington, hereinafter called "County".

WHEREAS the County acquired several parcels of real property in the vicinity of the City commonly known as the King County Fairgrounds, Enumclaw Park (including the Field House, Stadium, and Pete's Pool), Sportsman Park, and Farmers Park, as well as two parcels (King County tax parcel numbers 3020079080 and 3020079092, which are known as the "Agricultural Parcels") located across 284th Avenue SE from the Fairgrounds, (collectively, "Property") under the authority of RCW 36.89.050 and other state statutes, as part of its park, recreation and open space system that depends on the continued operation of its many individual properties and facilities in order to fully serve the needs of the residents of King County and the cities within it; and

WHEREAS it is appropriate for the County to transfer to cities the ownership, management, and financial responsibility for parks, open space, recreational facilities and programs inside and near city boundaries; and

WHEREAS certain parcels comprising the Property have hosted a variety of events and programs, including the annual King County Fair, which promote the preservation of agriculture and contribute to the recreational activities available in the Enumclaw area; and

WHEREAS the Field House and the Stadium at Enumclaw Park have served as the home football field of the Enumclaw School District for many years; and

WHEREAS the City has expressed interest in assuming ownership of the Property, and City ownership will enable the City to determine the future of the Property, consistent with this Agreement; and

WHEREAS the City recently commissioned a comprehensive tourism study which identified portions of the Property as being critical to the promotion of tourism and corresponding economic development in the Enumclaw area;

WHEREAS the County strongly supports rural economic development and recreational opportunities, and to that end, the County is willing to transfer the Property to the City without monetary consideration from the City; and

WHEREAS the County does not have a sufficient, stable source of revenue to continue to manage and maintain its parks, open space, recreational facilities and programs at current levels; and

WHEREAS K.C.C. 4.56.140 authorizes the County to transfer real property to another governmental agency by negotiation, upon such terms as may be agreed upon and for such consideration as may be deemed by the County to be adequate; and

WHEREAS the County is legally restricted from converting the Property from its current uses without expending funds to replace the converted facilities; and given this restriction on the Property, the marketability of the Property is limited and, as a result, the cost of operating the Property is approximately equal to the value of the Property to the County; and

WHEREAS the County is willing to transfer the Property to the City for park, open space and recreation purposes, and the City wishes to accept ownership of the facilities pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS City ownership of the Property will enable the City to determine the future of the Property, consistent with and subject to this Agreement; and

WHEREAS it is in the best interest of the public that the City and the County enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. Conveyance of Title

1.1. Within thirty (30) days of execution of this Agreement or January 1, 2007, whichever is later, the County shall convey to the City by bargain and sale deed, subject to those encumbrances identified in Exhibit A, all its right, title and interest in the property described on Exhibits B and C attached hereto. The date on which such deed is recorded is referred to hereafter as "Closing".

1.2 The deeds shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

A. All Parcels

"The City covenants that the Property shall continue to be used for park or recreation purposes unless other equivalent lands or facilities within the county or the city are received in exchange therefore and the replacement lands or facilities are used in perpetuity for park or recreation purposes."

"The City further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes."

"The City covenants that it shall place all applicable covenants in any deed transferring the Property or a portion of the Property for public park, recreation or open space uses."

B. Enumclaw Park

"The City covenants that the City shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571, including that the City covenants that Enumclaw Park will continue to be used for the purposes contemplated by Resolution 34571, that Enumclaw Park shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571, and that Enumclaw Park shall not be converted to a different use unless other equivalent lands and facilities within the County or City shall be received in exchange therefore."

"The City covenants that it shall not use Enumclaw Park in a manner that would cause the interest on County bonds related to Enumclaw Park to no longer be exempt from federal income taxation."

C. King County Fairgrounds

"The City covenants that until the buildings and other improvements to the Fairgrounds facility reach the end of their useful life, the City shall:

- (1) Abide by and enforce all terms, conditions and restrictions in King County Resolution 34571;
- (2) Not transfer or convey the Fairgrounds except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571."

"The City covenants that it shall not use the Fairgrounds in a manner that would cause the interest on County bonds related to the Fairgrounds to no longer be exempt from federal income taxation."

- 1.3 The Property being conveyed includes certain equipment and supplies and other personal property and as further described in Exhibit D hereto. The County and the City shall execute a Bill of Sale for all such personal property in the form attached hereto as Exhibit E. The City takes all equipment, supplies and other personal property AS IS and WHERE IS and agrees that the County holds no responsibility with regard to the equipment and supplies and property or any occurrence related to or arising out of use of such equipment, supplies or property following their transfer from the County to the City.
 - 1.4 The City and the County shall execute a lease with respect to the King County Fair in substantially the same form as attached hereto as Exhibit F.
 - 1.5 The King County Department of Natural Resources and Parks shall assign to the City that certain Park and Ride Lot Agreement concerning Farmers Park and dated May 1, 2005; and the City shall honor the rights and privileges granted to the King County Department of Transportation by and through that agreement, a copy of which is attached hereto as Exhibit G.
- 2. Existing Restrictions, Agreements, Contracts or Permits; Protection of Historical Resources and Art**
- 2.1. The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title identified in this Agreement, in Exhibit A, or in the deed of conveyance. In addition to any other remedies available for breach of a real property covenant and regardless of the enforceability of the covenants in the deed, all such covenants shall also be considered contractual obligations with which the City must comply. Breach of any such covenant or contractual obligation or breach of any provision of this Agreement shall entitle the County to seek any remedy in law or equity, including without limitation, damages and/or specific performance.
 - 2.2. The City agrees that consistent with the designation of the Enumclaw Field House and grounds as a King County Landmark, which designation is on file with the King County Records and Elections Divisions under recording number 8407310639, the King County Landmarks and Heritage Commission or its successor shall retain the authority to review, approve and condition proposed alterations to or demolition of any designated significant features of the Field House and grounds consistent with the provisions of K.C.C. Ch. 20.62 as currently adopted or hereafter amended, unless and until such time as the City annexes the Field House and its grounds.
 - 2.3. The Property includes a piece of artwork, a totem pole located in the south-central area of the Fairgrounds, which is physically integrated with the Property in the manner of a fixture, and cannot be removed from the Property without being destroyed. The totem pole is part of the Public Art Collection of the King County Public Art Program. The City agrees to make the totem pole a part of its Public Art Collection and will fall under the City's authority for any future action in respect to the piece of public art.

2.4. Effective as of the date the Property is conveyed to the City, the County hereby assigns, transfers and conveys to the City all of the County's rights, privileges and obligations in, and the City hereby accepts and assumes all of the County's rights, privileges and obligations in: (a) that certain special use agreement between the County and the Olympic Kennel Club, Inc., and dated August 2, 2005; and (b) that certain special use agreement between the County and Seattle Scottish Highland Games Association, Inc., and dated July 20, 2004; and the City shall honor the rights and privileges granted to the Olympic Kennel Club, Inc., and Seattle Scottish Highland Games Association, Inc., by and through those agreements.

3. Financial Arrangement

3.1. In consideration of the City's agreement to operate and maintain the Property at its sole expense in accordance with this Agreement and the deed, the County agrees that upon recording of the deed, the County will transfer to the City \$1 million to be used solely for the operation and maintenance of or capital improvements to the Property. In addition, the County will transfer an additional \$1 million to the City, which the City shall use solely to make capital improvements to the Property consistent with and subject to RCW 82.46.035.

3.2. Other than the funds provided pursuant to section 3.1 of this Agreement, the County shall have no obligation whatsoever to provide additional funds to the City relating to the Property.

3.3. The City shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. Through December 31, 2012, the City's books, records and other materials related to the funds provided under Section 3.1 of this Agreement and not otherwise privileged shall be subject to inspection, review, and/or audit by King County at King County's sole expense. The City is financially responsible for any failure for any reason to comply with the terms of this Agreement by the City, including without limitation, its officers, employees, agents, representatives, or subcontractors.

3.4. The City shall comply with all applicable laws, ordinances and regulations in using funds provided by the County including without limitation, to the extent applicable, those related to "public works," payment of prevailing wages and competitive bidding of contracts.

4. Condition of Premises and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services

4.1. The City has inspected and knows the condition of the Property and agrees to accept the Property in AS IS condition, subject to the provisions of Section 5 below, and to assume

full and complete responsibility for all operations, maintenance, repairs, improvements of, and provision of recreational services at, the Property.

- 4.2. King County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of King County is authorized otherwise.
- 4.3. The City acknowledges and agrees that except as specified in paragraph 5.2, the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

5. Environmental Liability

- 5.1. "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.
- 5.2. Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from Hazardous Materials deposited or released on the Property by the County during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City creates the need for or exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Property, changing the configuration of the Property or changing the use of the Property.
- 5.3. If the City discovers the presence of Hazardous Materials at levels that could give rise to a statutory claim for contribution against the County it shall promptly notify the County in writing. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation. In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

6. Indemnification and Hold Harmless

- 6.1. The County shall indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent action or omission of the County, its officers, agents and employees in performing its obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred prior to Closing,

except to the extent that indemnifying or holding the City harmless would be limited by Section 5 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the City or the City and the County, the County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and its elected officials, officers, agents and employees or jointly against the City and the County and their respective elected officials, officers, agents and employees, the County shall satisfy the same.

- 6.2. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.
- 6.3. The City shall indemnify and hold harmless the County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, (i) which are caused by or result from a negligent act or omission of the City, its officers, agents and employees in performing obligations pursuant to this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after Closing, except to the extent that indemnifying or holding the County harmless would be limited by Section 5 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the County or the County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against the County and its officers, agents and employees or jointly against the County and the City and their respective officers, agents and employees, the City shall satisfy the same.
- 6.4. Each party to this Agreement shall promptly notify the other of any and all claims, actions, losses or damages that arise or are brought against that party relating to or pertaining to the Property.
- 6.5. Each party agrees that its obligations under this Section 6 extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby expressly and specifically waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

7. Land Use

In a manner consistent with legally-mandated process, the County Executive shall include in his proposed 2008 Comprehensive Land Use Plan Amendments a proposal to modify the City's

urban growth boundary to encompass the Fairgrounds and Sportsman Park (but not Farmers Park or the Agricultural Parcels) in order to enable the City at its discretion to annex the Fairgrounds and Sportsman Park into its municipal boundary.

8. Audits and Inspections

In addition to the County inspection and audit rights set forth in Section 3.3 above, until December 31, 2012, any of either party's records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either party at the requesting party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

9. Waiver and Amendments

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

10. Entire Agreement and Modifications

This Agreement and its Exhibits, which are incorporated herein by this reference, sets forth the entire agreement between the parties with respect to the subject matter hereof. Amendments must be in writing and signed by both parties.

11. Duration and Authority

This Agreement shall be effective upon signature and authorization by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

12. Severability

The invalidity of any clause, sentence, paragraph, section or portion of this Agreement shall not affect the validity of the remainder of this Agreement.

13. Compliance with Laws

The City shall comply, and shall ensure that its agents and contractors comply, with all federal, state and local laws, regulations, and ordinances applicable to the Property and/or its obligations under this Agreement.

14. Legal Relations

This Agreement is solely for the benefit of the parties hereto and creates no right or cause of action in any other party. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement.

15. Jurisdiction and Venue

This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

16. Notice

All notices required or permitted hereunder shall be in writing and shall either be delivered in person, sent by certified mail, return receipt requested, or delivered via facsimile transmittal, and shall be deemed received on the sooner of the actual or facsimile receipt or three (3) days after deposit in the mail, postage prepaid, addressed to City or County, as the case may be, at the address/facsimile number set forth below.

King County:

Kevin Brown
Parks Division Manager
201 S. Jackson Street, Suite 700
Seattle, WA 98104
Fax: (206) 296-8686

City of Enumclaw:

Mark Bauer
City Administrator
1339 Griffin Avenue
Enumclaw, WA 98022
Fax: (360) 825-1429

17. Neutral Authorship

Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Agreement. Each of the provisions of this 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 Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Enumclaw

King County Executive

Mayor

15634

Date

Date

15634

Approved as to Form:

Andrew Marcuse
Senior Deputy Prosecuting Attorney

Date

Approved as to Form:

City Attorney

Date

15634

STATE OF WASHINGTON)
)
COUNTY OF KING) ss

On this ____ day of _____, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared the Honorable John Wise, to me known to be the Mayor of the City of Enumclaw, a Washington municipal corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL]

(TYPE OR PRINT NAME)
Notary Public in and for the State
of Washington, residing at _____
My Commission expires on _____

STATE OF WASHINGTON)
)
COUNTY OF KING) ss

On this ____ day of _____, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of King County, a political subdivision of the State of Washington, entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said political subdivision for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

[SEAL]

(TYPE OR PRINT NAME)
Notary Public in and for the State
of Washington, residing at _____
My Commission expires on _____

Encumbrances, Exceptions and Reservations

FAIRGROUNDS TITLE EXCEPTIONS:

1. Easement for access and the right to use water from Boise Creek, as disclosed in deed recorded April 23, 1903 under Recording Number 261311
2. Easement for roadway, as disclosed in deed recorded March 5, 1910 under Recording Number 669824
3. Easement for water pipeline recorded April 29, 1930 under Recording Number 2601205
4. Easement for water pipeline recorded July 11, 1938 under Recording Number 3003352
5. Easement to drain water from a swimming pool recorded January 12, 1940 under Recording Number 3081380
6. Easement for water pipelines, telephone lines, electric power lines, truck roads and railroads in favor of White River Lumber Company, recorded January 12, 1940 under Recording Number 3081384
7. Easement for driveway recorded December 30, 1940 under Recording Number 3138652
8. Easement for water main recorded August 18, 1952 under Recording Number 4263747
9. Easement for ingress and egress recorded October 19, 1953 under Recording Number 4389446
10. Easement for electric transmission and distribution system in favor of Puget Sound Power & Light Company, recorded September 20, 1954 under Recording Number 4487490
11. Easement for road, phone, water and electric transmission lines recorded November 12, 1959 under Recording Number 5101783
12. Easement for electric transmission and distribution lines in favor of Puget Sound Power & Light Company recorded December 5, 1961 under Recording Number 5360594
13. Easement for electric transmission and distribution lines in favor of Puget Sound Power & Light Company recorded May 9, 1962 under Recording Number 5423598
14. Easement for electric transmission and distribution lines in favor of Puget Sound Power & Light Company recorded May 9, 1962 under Recording Number 5423599
15. Easement for electric transmission and distribution lines in favor of Puget Sound Power & Light Company recorded November 29, 1962 under Recording Number 5512636
16. Easement for underground electric transmission and distribution lines in favor of Puget Sound Power & Light Company recorded April 20, 1987 under Recording Number 8704201117
17. Covenants, conditions, restrictions and reversionary rights contained in deeds recorded under Recording Numbers 3027650, 3027651, 3030171 and 3081384
18. Agreement for the benefit of the State of Washington pertaining to a release of damages from destruction of a wood flume and delivery of water across the land recorded July 13, 1937 under Recording Number 2955289
19. Easement for electric transmission and distribution lines in favor of Puget Sound Power & Light Company recorded February 13, 1989 under Recording number 8902130738
20. Easement for fiber optic cable lines in favor of U.S. West Communications, Inc. recorded March 22, 1994 under Recording Number 9403221757
21. Reservation of minerals, coal and iron in favor of Northern Pacific Railway Company recorded under Recording Number 181279

FAIRGROUNDS RESERVATIONS:

1. Easement for public road in favor of King County recorded January 5, 1927 under Recording Number 2289270
2. Easement for access to and from a gravel pit in favor of King County recorded January 5, 1927 under Recording Number 2289271
3. Agreement for the benefit of King County pertaining to a release of damages resulting from the widening, deepening and straightening of Boise Creek recorded August 13, 1940 under Recording Number 3115993
4. Right to make slopes for cuts and fills in the original reasonable grading of 288th Avenue Southeast as conveyed to King County by deed recorded August 3, 1966 under Recording Number 6064140

AGRICULTURAL PARCELS TITLE EXCEPTIONS:

1. Easement for water pipeline system recorded May 28, 1971 under Recording Number 7105280030
2. Restrictions, conditions and covenants pertaining to a septic tank and drainfield recorded October 11, 1983 under Recording Number 8310110825
3. Easement for ingress, egress and utilities in favor of Boise Creek Company, Inc., recorded November 27, 1972 under Recording Number 7211270045
4. Easement for ingress, egress and utilities recorded July 21, 1987 under Recording Number 8707211691
5. Matters disclosed by a survey recorded December 28, 1909 under Recording Number 8912289003

ARICULTURAL PARCELS RESERVATIONS:

1. Waiver of damages regarding establishment of a county road in favor of King County recorded October 2, 1902 under Recording Number 244682
2. Waiver of damages regarding establishment of a county road in favor of King County recorded October 2, 1902 under Recording Number 244683

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SPORTSMAN PARK TITLE EXCEPTIONS:

1. Reservations by Northern Pacific Railway Company of mineral lands and lands containing coal or iron recorded October 9, 1899 under Recording Number 181279
2. Restrictions pertaining to use of the premises for public park and recreational purposes, including rights of reversion, contained in deed from White River Lumber Company recorded January 12, 1940 under Recording Number 3081384

SPORTSMAN PARK RESERVATIONS:

None

FARMERS PARK RESERVATIONS:

None

Legal Descriptions**FAIRGROUNDS LEGAL DESCRIPTION:**

Lot A, King County Boundary Line Adjustment No. L04L0015, recorded under King County Recording Number 20040513900001.

AGRICULTURAL PARCELS LEGAL DESCRIPTION:**PARCEL A:**

The East half of the Northeast quarter of the Southwest quarter of Section 30, Township 20 North, Range 7 East, W.M., in King County, Washington;

EXCEPT the Northwest quarter thereof;

AND EXCEPT the South 300 feet thereof;

AND EXCEPT County roads.

PARCEL B:

The West half of the Northeast quarter of the Southwest quarter of Section 30, Township 20 North, Range 7 East, W.M., in King County, Washington;

EXCEPT the West 153 feet of the North 284.90 feet thereof;

AND EXCEPT the East 150 feet of the North 580 feet thereof;

AND EXCEPT County road.

SPORTSMAN PARK LEGAL DESCRIPTION:

That portion of the Southwest quarter of the Southwest quarter of Section 20 and the Northwest quarter of the Northwest quarter of Section 29, all in Township 20, Range 7 East, W.M., in King County, Washington, more particularly described as follows:

Commencing at the Southwest corner of said Section 20;
Thence East along the South line thereof 165.00 feet;
Thence South 150.00 feet, more or less, to the North boundary of the right of way of state Road No. 5 as now located, and the TRUE POINT OF BEGINNING of this description;
Thence North 150.00 feet, more or less, to the South line of said Section 20;
Thence North 360.00 feet;
Thence North 45° East 233.35 feet;
Thence North 495.00 feet, more or less, to the North line of the said Southwest quarter of the Southwest quarter of Section 20;
Thence East along said North line 330.00 feet;
Thence South 900.00 feet;
Thence South 45° West 233.35 feet;
Thence south 455.00 feet, more or less, to the North boundary of the right of way of State Road No. 5;
Thence in a Westerly direction along said North boundary in 340.00 feet, more or less, to the TRUE POINT OF BEGINNING.

FARMERS PARK LEGAL DESCRIPTION:

The Northeast quarter of the Southeast quarter of the Northeast quarter of Section 21, Township 20 North, Range 6 East, W.M., in King County, Washington;

EXCEPT those portions thereof lying within Auburn-Enumclaw Road (also known as Southeast 436th Street and SR 164) and 228th Avenue Southeast;

EXCEPT that portion conveyed to the State of Washington by deed recorded April 3, 2003 under Recording Number 20030403001495;

AND EXCEPT that portion of land conveyed to the State of Washington by deed recorded March 30, 2005 under Recording Number 20050330000267.

King County Parks Facilities Transferring to the City of Enumclaw

Name of park	Amenities/facilities
King County Fairgrounds	<ul style="list-style-type: none"> Activity Hall (1) Administrative office (1) Arena (4) Barn (5) Camping Area (2) Concession (1) Exhibition Hall (1) Open Play Field (4) Parking Lot (6) Restrooms (2) Stadium Grandstand (1) Ticket Booths (2)

Enumclaw Park

(Enumclaw Park refers to a discrete 13.78-acre portion of tax parcel No. 3020079006 (the Fairgrounds tax parcel), which portion is located at the north end of the parcel.

Baseball Field	(1)
BBQ Area	(3)
BBQ Pit	(5)
Football Field	(2)
Open Play Field	(1)
Parking Lot	(1)
Picnic Area	(3)
Picnic Shelter	(1)
Play Equipment Area	(1)
Restroom	(1)
Stadium Grandstand	(1)
Tennis Court	(2)
Ticket Booths	(2)
Wading Pool	(1)
Field House	(1)

Sportsman Park

Archery Course

Agricultural Parcels

No Facilities

Farmers Park

Parking Lot	(1)
Picnic Area	(1)

Equipment, Supplies and Other Personal Property

Fieldhouse

Wet bar
Podium
Approximately 30 tables/rack
Approximately 240 chairs/rack
Misc toddler play equipment
Misc youth sports equipment
Cleaning supplies
Refrigerator
Stainless steel sink
Ice maker
Dumpster

Baseball Field

New backstop
2 sets of bases

Football Field

New scoreboard and sound system
Goal post pads
Field number stencils
Fire alarm panel

Livestock Barn

Approximately 60 – 70 mangers (used for livestock shows & fair)
Milk parlor with milking machine
Fencing for goat/llama/sheep pens (used for livestock shows & fair)

FFA Pavilion (swine barn)

Approximately 60 wood tables
Approximately 440 metal chairs

Dog Barn

Dog tables (used for dog shows & fair)
4H dog supplies

Concession Stand

Standard cooking equipment
Cleaning supplies

Activity Hall

4H supplies used for Fair
2 refrigerators
2 electric stoves (one needs to be replaced)
Cleaning supplies

Office

Typewriter
Office supplies
Desks
Chairs
Refrigerator
2 tables
4H/Open Class/FFA ribbons
1 color printer
Misc filing cabinets
Misc artwork, posters, awards, photos on walls

Maintenance Office

3 desks
2 tables
Chairs
Refrigerator
Coffee maker
Dishes, cups, etc
Vases
Cleaning supplies

Upstairs storage

Paper towels
Toilet paper
Toilet paper seat covers
Misc. cleaning supplies
Misc. signs
Hand sanitizers

Maintenance area

Hoses
Wood
Plumbing supplies
Electrical supplies
Miscellaneous tools, screws, nails, etc.
Bicycle

Grounds

Totem pole

Planter boxes

Approximately 100 rectangular picnic tables

5 round picnic tables

Bleachers

16 - 8' wood

5 - 15' wood

14 - 20' wood

4 - 15' metal 4 tier

5 - 20' metal 3 tier

1 - 20' metal 4 tier

15 - 20' metal 5 tier

Garbage barrels

Stage pieces

RV Campground

Dumpster

Picnic tables

Form of Bill of Sale

BILL OF SALE

THIS BILL OF SALE (the "Bill of Sale") is made as of _____, 2006, by KING COUNTY, a Washington municipal corporation ("Seller") to and in favor of the CITY OF ENUMCLAW, a Washington municipal corporation ("Buyer"), with reference to the facts set forth below.

RECITALS

A. In accordance with the terms of that certain Intergovernmental Land Transfer Agreement Between King County and the City of Enumclaw dated _____, 2006 ("Agreement"), Seller has agreed to sell, assign, convey, transfer and deliver to Buyer the personal property described on Schedule 1 attached hereto and by this reference incorporated herein (collectively, the "Personal Property"); and Buyer has agreed to accept the same.

NOW, THEREFORE, for good and valuable consideration as set forth in the Agreement, Seller hereby sells, assigns, conveys, transfers, and delivers to Buyer the Personal Property, and transfers to Buyer and its successors and assigns, all of Seller's right, title and interest in and to the Personal Property without recourse to Seller and without representation or warranty, except as may be otherwise provided in the Agreement; and Buyer accepts the same.

This Bill of Sale shall be effective as of the date set forth above, and shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns.

The individuals signing this Bill of Sale on behalf of Seller and Buyer hereby represent that he or she has the full legal power, authority and right to execute, deliver and perform the obligations under this Bill of Sale, that this Bill of Sale has been duly authorized by all requisite actions of Seller and Buyer, respectively, and that no remaining action or third party action is required on behalf of Seller or Buyer to make this Bill of Sale binding upon Seller and Buyer.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale as of the day and year first set forth above.

SELLER

BUYER

KING COUNTY, WASHINGTON

CITY OF ENUMCLAW, WASHINGTON

By: _____

By: _____

Print Name: _____

Print

Name: _____

Title: _____

Title: _____

LEASE AGREEMENT
BETWEEN THE CITY OF ENUMCLAW AND KING COUNTY

THIS LEASE AGREEMENT (hereinafter "Lease") is executed this _____ day of _____, 200__, by and between City of Enumclaw, a first-class code city organized under RCW Title 35A, the Optional Municipal Code for the State of Washington (hereinafter the "City") and King County, Washington, a home rule charter county and political subdivision of the State of Washington (hereinafter the "County"). Together, the County and the City are referred to herein as "the parties." NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth below, the City and County agree as follows:

BACKGROUND

1. Pursuant to that certain Intergovernmental Land Transfer Agreement between the City and the County dated _____, identified by King County recording number _____ ("the Transfer Agreement"), and through that certain bargain and sale deed identified by King County Recording Number _____ ("the Deed"), the County has transferred all of its rights, title and interest in the property formally known as the King County Fairgrounds (parcels ___ and ___) referred to herein as "the Premises" to the City. As to lease-related issues, if there is any conflict between the Transfer Agreement and this Lease, then the terms of this Lease will control. If there is any conflict between the Deed and this Lease, then the terms of the Deed will control.
2. The City and the County are authorized to enter into a lease of the Premises pursuant to RCW Ch. 39.33.060.

TERMS AND CONDITIONS

ARTICLE ONE—Scope

- 1.1 City to Lease the Premises, or parts thereof, to King County to conduct a Fair. The City hereby leases the Premises to the County, or a third party selected by the County in its sole discretion, to prepare for and hold the King County Fair ("Fair") or a similar event to promote agriculture and activities for youth on the Premises. The County shall have the right to conduct the Fair annually, and to hold the Fair starting on the third Wednesday in July each year during the Term; provided that the parties may agree in writing to hold the Fair starting on a different date, so long as such other date is selected at least 10 months prior to the third Wednesday in July of the year in question. Subject to Section 4.1, the County shall have the exclusive use of the Premises for a period of 16 days, beginning nine days prior to the first day of the Fair. These days of exclusive county use of the Premises are referred to hereafter as "Fair Days." Except as expressly provided herein, the County shall bear all costs of operating the Fair including but not limited to, all costs for utilities or damage to property during the Fair caused by any party other than the City or its agents. The City shall keep the Premises including buildings and utilities in good working order during the Fair at its own expense, unless a repair to the Premises is required as a result of the

Exhibit F

negligence or willful misconduct of the County or its agents in which case, the County shall be responsible for the cost of the repair. The County further agrees to return the Premises to the City in the same condition as they existed prior to the Fair, except for reasonable wear and tear. The County shall pay no facility rental fees to the City and the County shall receive all revenue from operating the Fair for the term of the Lease.

ARTICLE TWO—Term

- 2.1 **Term.** The Term of this Lease is ten (10) years. The parties may agree to extend the term of the lease through a written amendment.

ARTICLE THREE—Rent

- 3.1 **Facility Use Fee.** The City shall charge the County no facility rental for the County's use of the Premises, or parts thereof, for the Fair during the Term of this Lease.

ARTICLE FOUR—Alterations

- 4.1 **Improvements to the Premises.** It is the City's sole right to make changes and or alterations to the Premises, and the City may make significant improvements and alterations to the Premises that may require the County to change or reconfigure the Fair to fit on that portion of the Premises that can reasonably accommodate the Fair. It shall be the responsibility of the County to determine if a fair can be configured on the space available on the Premises. Annually, at least five months prior to the first day of the Fair, the City shall designate all or a portion of the Premises that can accommodate the Fair. The City has the right to develop or alter any all improvements on the Premises without notice to the County as long as such improvements do not change the designated Premises for that year's Fair. In addition, the City shall not conduct any construction or other activities during the Fair that could endanger the safety of Fair attendees. The County shall not make any permanent improvements to the Premises without prior written approval from the City.

ARTICLE FIVE—Fair Operations

- 5.1 **Keys.** The City shall provide keys, a minimum of five (5) days prior to the first Fair Day to all gates, to buildings, and other locked or lockable structures, facilities or improvements on the Premises. The County shall return the City's keys to the City's liaison not later than ten (10) days following the end of the Fair Days, described above. The County shall have access to the Premises to undertake activities related to the Fair during the time that the County has a right to keys under this Agreement, provided however that the County's only exclusive use is during the Fair Days, and the County's rights to access during times other than the Fair Days shall not interfere with other activities on the Premises.
- 5.2 **Security Plan.** The County shall develop and submit a security plan each year to the City for

Exhibit F

review and comment at least one month prior to the first Fair Day. The County is responsible to provide security to adequately and fully maintain order during the Fair and to promote the safety of persons attending and participating in the Fair. The County shall employ uniformed officers or private security at its own cost. As between the County and the City, the County is responsible for the conduct of its staff, patrons and concessionaires.

- 5.3 Parking. Subject to Section 4.1, each year during the Fair the County may utilize all Fairgrounds and Fairgrounds-related parking areas. The County will provide all necessary parking direction and will collect and keep all parking fees.
- 5.4 Signage. The County shall be solely responsible to provide informational signage for the Fair. The County shall promptly remove the signage upon conclusion of the Fair Days each year during the Term. The City shall not be held liable for or required to maintain or replace lost, stolen or vandalized signage. All signage shall be reviewed and approved by the City, which approval shall not be unreasonably withheld or delayed.
- 5.7 Equipment. The County, at its own expense and liability, shall be responsible for any equipment used during the Fair other than equipment that comprises the Premises.
- 5.9 Utilities and Waste Disposal. The County shall be responsible for all arrangements and utility costs associated with the Fair including garbage, water, sewer as necessary for the Fair. The City shall provide the County with adequate documentation of utility usage during the Fair and the County shall receive the lowest utility rates charged to any other Fairgrounds user other than the City. The County will collect and dispose of all Fair litter using garbage cans provided by the City.
- 5.10 City Access. The County shall provide up to 25 of the City's authorized representatives free access to the Fair at any and all times. The County shall, at no cost, allow up to two City occupied booth spaces at the Fair. The booth spaces shall be at the City's choosing, consistent with the County's configuration of the Fair.
- 5.11 Restroom Facilities. The City shall provide clean and operable restrooms at the outset of the Fair, but the County shall be responsible for maintaining in a sanitary condition the permanent restrooms during the Fair. The County may also provide and maintain in a sanitary condition, at its own expense, additional portable restrooms as needed to meet Fair needs or to meet public health requirements.
- 5.12 Advertising. The County shall have the right and authority to maintain, operate, license and authorize advertisements, promotional activities, and displays (collectively, "advertising") upon the Fairgrounds during the Fair Days. As between the parties, all costs associated such advertising shall be the responsibility of the County and all revenues or other consideration from or associated with such advertising shall belong solely to the County.
- 5.13 Premises Condition upon Surrender. At the end of the period during which the County may

Exhibit F

access the Premises for the Fair, the County shall surrender the Premises to the City in the same condition in which they existed prior to the Fair, except for reasonable wear and tear.

ARTICLE SIX- Insurance

- 6.1 **County Insurance.** The City acknowledges, agrees, and understands that the County is self-insured for all of its liability exposures. The County agrees, at its own expense, to maintain through its self-insurance program, coverage for its liability exposures for the duration of this Lease, or, in the County's sole discretion, to purchase equivalent insurance coverage through an insurance policy or policies, or through a risk sharing pool. The County agrees to provide the City with at least thirty (30) days prior written notice of any change in the County's self-insured status and will, upon request, provide the City with a letter of self-insurance as adequate proof of insurance.
- 6.2 **County Workers' Compensation.** The City acknowledges, agrees, and understands that the County is self-insured for all of its workers' compensation liability exposure. The County agrees, at its own expense, to maintain through its self-insurance program, coverage for its workers' compensation liability exposure for the duration of this Lease, or, in the County's sole discretion, to purchase equivalent insurance coverage through an insurance policy or policies, or through a risk sharing pool. The County agrees to provide the City with at least thirty (30) days prior written notice of any change in the County's self-insured status and will upon request provide the City with a letter of self-insurance as adequate proof of insurance.
- 6.3 **Waiver Of Subrogation.** Whether loss or damage is due to the negligence of either the City or the County, their agents or employees, or any other cause, the City and the County do each hereby release and relieve the other, their agents or employees, from responsibility for, and waive their entire claim of recovery for, (i) any loss or damage to the real or personal property of either party located anywhere on the Premises, arising out of or incident to the occurrence of any of the perils which are covered, or are required to be covered under this Lease, by their respective property and related insurance policies, or in the case of the County, would be covered by an insurance policy if the County were not self-insured, and (ii) any loss resulting from business interruption at the Premises or the loss of rental income from the Premises, arising out of or incident to the occurrence of any of the perils covered by any business interruption insurance policy, or by any loss of rental income insurance policy, which may be held by the City or the County. Each party shall use best efforts to cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against the other party. Notwithstanding the foregoing, no such release shall be effective unless and to the extent the aforesaid insurance policy or policies shall expressly permit such a release or contain a waiver of the carrier's right to be subrogated.

ARTICLE SEVEN—Hold Harmless

- 7.1 **Hold Harmless.** Each party shall protect, defend, indemnify and save harmless the other party, its

Exhibit F

officials, employees and agents, from any and all costs, expenses, claims, actions, suits, liability, loss, judgments, attorney's fees and/or awards of damages arising out of or in any way resulting from negligent acts, errors, or omissions by the indemnifying party, or its officials, employees or agents, in connection with Fair-related activities in or on the Premises. If such costs, expenses, claims, actions, suits, liability, loss, judgments, attorney's fees and/or awards of damages are caused by, or result from, the concurrent negligence of the parties, or their officials, employees or agents, this Section shall be valid and enforceable only to the extent of the negligence of each party, its officials, employees or agents.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of the indemnifying party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the indemnified party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnifying party's employees. The parties acknowledge that these provisions were specifically negotiated and agreed by them.

ARTICLE EIGHT—Termination

- 8.1 **Termination by County.** The County may terminate this Lease with or without cause. The County will provide the City with at least twelve (12) months' prior written notice of such termination.
- 8.2 **Mutual Termination.** The parties may jointly and mutually terminate this Lease for any reason during the Term, and upon such terms as the parties deem appropriate.
- 8.3 **Termination by City.** The City may terminate this Lease with or without cause. The City will provide the County with a minimum of eighteen (18) months' prior written notice of such termination

ARTICLE NINE—General Terms and Conditions

- 9.1 **Governmental Powers.** Nothing contained in this Lease shall be considered to diminish the governmental or police powers of the County or the City.
- 9.2 **Impossibility.** The performance of this Lease by either party is subject to causes beyond the control of either party making it illegal, impossible or impracticable to hold, reschedule or relocate the Fair, including, without limitation: acts of God; war; government regulation or advisory; disasters, fire, accidents or other casualty; strikes or threat of strikes; civil disorder; acts and/or threats of terrorism; curtailment of transportation services or facilities; cost or availability of power, or other causes similar to those set forth above. Either party may suspend its obligations under this Lease if such obligations are prevented by events such as those above; to the extent such events are beyond the reasonable control of the party whose reasonable

performance is prevented.

9.3 Notices. Any notice or communication hereunder shall be in writing, and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mails, properly addressed, with postage prepaid. Such notices or communications shall be given to the parties hereto at the following addresses:

If to the County
Kevin Brown, Director
King County Parks and Recreation Division
King Street Center
201 S Jackson St., Ste. 700
Seattle, WA 98104-3855
206-296-8631

If to the City
Larry Fetter, Director
Parks, Recreation, and Cultural Services
Mark Bauer, City Administrator
City of Enumclaw
1339 Griffin Ave
Enumclaw, WA 98022-3091

Either party hereto may, at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

9.4 Assignment. The County may assign any of its rights under this Lease to a third party to operate the Fair. The City will not assign this Lease or any interest of the City hereunder without the prior consent of the County, which consent shall not be unreasonably withheld. The rights, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors in interest and assigns of the County and the City.

9.5 Washington Law Controlling; Where Actions Brought; Legal Relations. This Lease is made in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Lease shall be brought in King County Superior Court, King County, Washington. Nothing contained herein shall make or shall be deemed to make, the County and the City a partner of one another, and this Lease shall not be construed as creating a partnership or joint venture. This Lease shall create no right, duty or cause of action in any person or entity not a party to it.

9.6 Entire Agreement. This Lease constitutes the entire agreement between the County and the City with respect to the subject matter contained herein and may not be altered, amended, or modified except by an instrument in writing signed by the parties hereto and notarized.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

KING COUNTY

CITY OF ENUMCLAW

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Exhibit F

RM Review

PAO Review

COUNTY ACKNOWLEDGEMENT AND NOTARY BLOCK

On this _____ day of _____, 200__, I certify that _____ signed this instrument, on oath stated that s/he was authorized by the King County Executive to execute the instrument, and acknowledged it as the _____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2006.

Printed Name: _____
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires _____

CITY ACKNOWLEDGEMENT AND NOTARY BLOCK

On this _____ day of _____, 200__, I certify that _____ signed this instrument, on oath stated that s/he was authorized by the City of Enumclaw ("City") to execute the instrument, and acknowledged it as the _____ of the City to be the free and voluntary act of the City for the uses and purposes mentioned in the instrument.

Dated _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2006.

Printed Name: _____
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires _____

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King County
METRO

Metro Transit Division
Transit Route Facilities
Department of Transportation
King Street Center, KSC-TR-0413
201 South Jackson Street
Seattle, WA 98104-3856

June 16, 2005

TO: Nick Halvorson, Property Agent, DNRP/Parks/CPLM

FR: Robin Anderson, ^{RA} Transit Planner, Transit

Re: Farmer's Park

Attached is the AIRS form that will facilitate our payment for the 25 parking spaces in Farmer's Park, as agreed in the Park and Ride Lot Agreement dated May 9, 2005. I've attached a copy of the agreement in case you have any questions concerning the payments. Please have Tom Koney sign this form and return it to me at mail stop KSC-TR-0413. I will make a copy and then forward it on to Accounting. Thank you for your help.



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TO: Susan Broz, Accountant II, Accounts Receivable Section, Financial Management Div., Finance Dept.
M/S ADM-ES-0620 Phone: 296-1492 Fax: 296-1495

RE: REQUEST FOR AIRS BILLING (OR INTERNAL TRANSFER) OF FIXED AMOUNT (BR2)*
(CHECK ONE) X New

BILL TO: Robin Anderson, Transit Planner
BILL ADDRESS (IF INTEROFFICE, USE M/S): KSC-TR-0413
ATTENTION (PRINT NAME): Robin Anderson PHONE: 206 684-2094

TITLE/PURPOSE OF BILL: Payment for the use of 25 Parking Spaces at Farmer's Park

(IF AVAILABLE) AIRS L1L2: AIRS CUSTOMER#:
First Billing Date: 1-May-05 Last Billing Date: 30-Apr-10

Billing frequency/schedule: Quarterly
\$ Amount for each billing: \$ 300.00

If internal King County transfer, total amount to be billed in 2005: \$ 800.00

Charge/Transfer From (if internal)				Credit/Transfer To (Revenue)						
Fund	Org	Acct	Task	Opt	Proj	Org	Acct	Task	Opt	Proj
464	5721	53711			430732	8742	36242	111		481297

A PAPER MEMO BILLING WILL BE MAILED ONLY IF CHECKED HERE
(We're trying to conserve on our limited resources & appreciate your support)
APPROVALS (AUTHORIZED SIGNATURES REQUIRED FOR CHARGED ORG & FOR REVENUE RECIPIENT)

Sharon Slebodnick 6-16-05
SIGNATURE DATE
Sharon Slebodnick, Acting Supervisor
Transit Route Facilities
CHARGED ORG/

Tom Koney 6-20-05
SIGNATURE DATE
Tom Koney, Assistant Division Director
Natural Resources and Parks
REVENUE RECIPIENT

*See: MEANS OF AUTO. BILLING B/T KC ORGANIZATIONS & TO OUTSIDE AGENCIES
Paying and receiving organizations should verify posting of this request via activity on their ARMS Expenditure or Revenue report.
Revised 10/1/97

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PARK AND RIDE LOT AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of May, 2005, by and between the KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS, its successors and assigns, hereinafter together called the "Owner", and the KING COUNTY DEPARTMENT OF TRANSPORTATION, its successors and assigns, hereinafter together called "KCDOT".

WITNESSETH:

For and in consideration of the terms, conditions and covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

1. **Purpose:** This Agreement is intended to encourage the Owner to permit transit and rideshare commuters, hereinafter called "commuters", to use of a portion of the Owner's property at Farmer's Park (hereinafter referred to as "Premises" and described in Exhibit A which is attached hereto and made a part hereof) for a park and ride lot. Nothing herein shall be construed as creating a tenancy between "KCDOT" and the Owner.
2. **Payment:** In consideration of "KCDOT" paying the sum of Four Dollars and 0/100's (\$4.00), per parking space per month, the Owner agrees to allow commuters to use 25 parking spaces located on the Premises and as shown in Exhibit A, under the terms and conditions stated herein. In May "KCDOT" agrees to make payment of Two Hundred and 00/100 Dollars (\$200.00), the amount due for the months of May and June 2005 for use of the parking spaces referenced above. Beginning in July and each quarter thereafter, until the Agreement is terminated, "KCDOT" agrees to make payment in advance of Three Hundred and 00/100 Dollars (\$300.00), the amount due for the following quarter for use of the parking spaces referenced above. The parties agree that said payment is complete and full and that no further amount shall be due for any wear, maintenance or damage accruing to the Premises.
3. **Term:** This Agreement shall be in full force and effect and binding upon the parties hereto beginning May 1, 2005 and continue thereafter until April 30, 2010, unless earlier terminated. The Agreement may be terminated by either party by giving 90 days written notice to the other party of the intent to terminate. If this Agreement is terminated, the Owner agrees to return to "KCDOT" any unearned portions of the quarterly payment.
4. **Use of Premises:** The Premises shall be used for a park and ride lot, vehicular access for parking for commuters, ingress and egress for, and all similar and related uses. Such use shall not include buses, vans, or trucks with a gross weight exceeding 10,000 pounds. "KCDOT" shall not create or maintain on the Premises any nuisance or in any way violate generally applicable laws, ordinances and public regulations now or hereafter in effect.

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5. **Access and Use:** Commuters shall have primary right to use the Premises from Monday through Friday between 5:00 A.M. and 7:00 P.M., except for holidays. Guests, patrons, and/or visitors of the Owner may use the Premises on a space available basis after 9:00 A.M. The Owner shall have and retain the right to use the Premises during other hours. The Owner reserves the ability to make other uses of the Premises which do not interfere with the commuters' use. "KCDOT" shall have the right to enter upon the Premises at any time for purposes related to this Agreement.

6. **Limits of Use:** "KCDOT" shall at its expense plainly mark and post with appropriate and suitable signs the limits of the Premises. The Owner shall have the right to approve such markings and signs, which approval shall not be unreasonably withheld. The location of the specific identification and control signs to be used are indicated on Exhibit A and pictured on "Park & Ride Lot Signs" attached to this Agreement.

7. **Towing of Vehicles:** "KCDOT" shall have the right to tow vehicles at its own expense and risk from the Premises after 5:00 A.M. and before 7:00 P.M. weekdays except for holidays. The Owner shall have the right to tow vehicles at Owner's expense and risk after 7:00 P.M. and before 5:00 A.M. Unless a towing agreement between the Owner and a towing company already exists, "KCDOT" will establish an agreement with a local towing company; and arrange for signs to be installed on one or more of the posts supplied by "KCDOT" for the parking control signs.

8. **Liens and Improvements:** "KCDOT" shall not permit any mechanic's or materialmen's liens of any kind to be enforced against the Premises for any work done or materials furnished thereon at the request of or on behalf of "KCDOT".

9. **Maintenance and Repairs:** The Owner shall be responsible for all costs associated with cleaning, maintaining and repairing the Premises. "KCDOT" shall only be responsible for the maintenance of markings and improvements which it installs during the life of this agreement.

10. **Governmental Charges:** The Owner shall indemnify and save "KCDOT" harmless from any taxes, assessments or governmental charges of any kind which may be levied against the Premises.

11. **Insurance:** "KCDOT" agrees to maintain general liability insurance, including personal injury and property damage coverage, in an amount of at least one million dollars (\$1,000,000.00) per occurrence. This requirement may be satisfied by self-insurance (to be evidenced by a letter from "KCDOT").

12. **Accommodation:** The parties agree to make reasonable accommodations with and to work together to resolve problems that may arise from time to time. Upon reasonable advance

notice to "KCDOT" and to users, the Owner may secure the use of the Premises on a limited number of dates to allow for the construction on surrounding property or special events. The Owner agrees to provide special consideration for vehicles displaying an accessibility decal.

13. **Successors and Assigns:** This Agreement and each of the terms, provisions, conditions, and covenants hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


14. **Removal of Signs/Improvements:** "KCDOT" agrees that upon conclusion of the term of this Agreement, it will remove all signs or improvements placed by it on the Premises and will repair any damage caused by such removal.

15. **Owner Covenants:** Owner covenants that Owner holds fee simple title to the Premises and has full right to make this Agreement for the uses and purpose herein provided.

16. **Entire Agreement:** This document contains the entire agreement between the parties and supersedes all other statements or understandings between the parties.

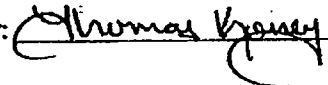
IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date herein set forth.

KING COUNTY METRO TRANSIT DIVISION

By: 
Eric Gleason, Manager
Service Development Division

Date: 5/9/05

KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS

By: 

Title: ASSISTANT DIR.

Date: 5.6.05