



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19948

Proposed No. 2025-0132.1

Sponsors Dembowski

1 AN ORDINANCE relating to the sale of the property, the
2 Village at Overlake Station, located at 2578 152nd Ave
3 NE, Redmond, Washington, in council district six.

4 **STATEMENT OF FACTS:**

- 5 1. The property located at 2578 152nd Ave NE, Redmond, Washington,
6 located within council district six, is one of two county-owned parcels that
7 comprise a transit-oriented development referred to as the Village at
8 Overlake Station, operated by King County Housing Authority ("the
9 eastern parcel"), and the Overlake Park and Ride, operated by the Metro
10 transit department ("the western parcel").
- 11 2. In 2000, the county and King County Housing Authority ("KCHA")
12 entered a seventy-five-year ground lease requiring KCHA to construct and
13 operate affordable housing apartment buildings above a parking garage on
14 the eastern parcel, replacing an existing surface parking lot. The parking
15 garage contains public commuter parking to complement the bus loop and
16 commuter loading area on the western parcel.
- 17 3. Because KCHA does not own the real property in fee, it pays
18 significant financing costs related to the development and is unable to
19 refinance to a more favorable interest rate.

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20 4. The Metro transit department and KCHA negotiated a purchase and
21 sale agreement whereby:

22 a. the county sells the eastern parcel to KCHA at the appraised market
23 value and terminates the ground lease;

24 b. KCHA grants an easement to the county to preserve in perpetuity at
25 no cost the commuter parking spaces in the garage along with a bus
26 operator comfort station;

27 c. the county grants an easement to KCHA for ingress, egress, and
28 utilities across the western parcel; and

29 d. the county and KCHA enter an agreement for the continued
30 operations and maintenance of the public commuter facilities contained on
31 both parcels.

32 5. The facilities management division completed the surplus property,
33 affordable housing, and public notice requirements.

34 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

35 SECTION 1. The executive is authorized to convey the Village at Overlake
36 Station property to King County Housing Authority consistent with a purchase and sale

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- 37 agreement substantially in the form of Attachment A to this ordinance and to take all
- 38 actions necessary to implement the terms of the purchase and sale agreement.

Ordinance 19948 was introduced on 5/13/2025 and passed by the Metropolitan King County Council on 7/1/2025, by the following vote:

Yes: 8 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Quinn,
von Reichbauer and Zahilay
Excused: 1 - Perry

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:



1AEA3C5077F8485...

Girmay Zahilay, Chair

ATTEST:

DocuSigned by:



8DE1BB375AD3422...

Melani Hay, Clerk of the Council

APPROVED this _____ day of 7/14/2025, _____.

Signed by:



AAA4841FD7644BE...

Shannon Braddock, County Executive

Attachments: A. Purchase and Sale Agreement

Ordinance 19948

ATTACHMENT A:

PURCHASE AND SALE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered by and between **KING COUNTY**, a political subdivision of the State of Washington (the “Seller”) and the **KING COUNTY HOUSING AUTHORITY**, a public body corporate and politic organized under Washington State law (the “Buyer”). Seller and Buyer are also referred to herein individually as a “Party” or collectively as “Parties.” This Agreement shall be effective as of the date it has been executed by both Parties (“Effective Date”).

RECITALS

A. Seller is the owner of that certain real property located at 2580 152nd Ave N.E., in the City of Redmond, King County, State of Washington, the legal description of which is attached hereto as **EXHIBIT A** (the “Real Property”), sometimes known as the Village at Overlake Station.

B. Seller desires to sell the Real Property and Buyer desires to purchase the Real Property, on the terms and conditions set forth in this Agreement. The Parties are entering into this Agreement pursuant to the authority granted in the Housing Cooperation Law, RCW ch. 35.83.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE 1. PURCHASE AND TRANSFER OF ASSETS

1.1. PROPERTY TO BE SOLD. Seller shall sell and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

1.1.1. all the Seller’s right, title and interest in the Real Property as legally described in **EXHIBIT A**;

1.1.2. all of Seller’s right, title and interest in improvements and structures located on the Real Property, if any;

1.1.3. all of Seller’s right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Real Property, other than the “Additional Transit Facilities” as such term is defined in the parking easement attached hereto as Exhibit D (“Personal Property”);

1.1.4. all of Seller’s easements and other rights that are appurtenant to the Real Property including but not limited to, Seller’s right, title, and interest in and to streets, alleys or

other public ways adjacent to the Real Property, sewers and service drainage easements, rights of connection to the sewers, rights of ingress and egress, and leases, licenses, government approvals and permits affecting the Real Property; and

1.1.5 a utilities and access easement, benefiting the Property and burdening Seller's adjacent property, substantially in the form of **EXHIBIT H** attached hereto ("Access and Utilities Easement").

Hereinafter, the items listed in Section 1.1 are collectively referred to as the "Property."

ARTICLE 2.

PURCHASE PRICE; ADDITIONAL CONSIDERATION

2.1. PURCHASE PRICE AND PAYMENT. In partial consideration of the conveyance of the Property, Buyer shall pay to Seller on the Closing Date an amount equal to \$1,250,000.00 in total (the "Purchase Price").

2.2. ALLOCATION OF PURCHASE PRICE. Seller and Buyer agree that the entire Purchase Price is allocable to the Real Property and that the value of the Personal Property, if any, is *de minimis*.

2.3. GRANT OF EASEMENT. In further consideration of the conveyance of the Property, at Closing Buyer shall grant to Seller a perpetual easement for park-and-ride and related purposes, substantially in the form attached hereto as **Exhibit D**.

2.4 TERMINATION OF GROUND LEASE; BUYER'S INDEMNITY AGAINST TERMINATION-RELATED CLAIMS. In further consideration of the conveyance of the Property:

2.4.1 Effective as of the Closing Date (as defined in Article 10 herein), that certain ground lease between the Parties and dated July 7, 2000 (as amended from time to time, the "Ground Lease"), copies of which are on file with the Parties, shall be terminated and a Release of Memorandum of Lease shall be recorded at Closing. From and after the Closing Date, neither Party shall have any right, duty, or obligation under the Ground Lease except as to such matters, rights, and obligations as may survive termination of the Ground Lease according to its terms; and

2.4.2 Buyer shall hold harmless, indemnify, and defend Seller against any and all claims, debts, causes of action, demands, obligations, losses, Liens (as defined in the Ground Lease), damages, judgments, including reasonably attorneys' fees and expenses, and liabilities (collectively, "Claims"), arising out of or relating to the termination of the Ground Lease, including but not limited to any Claims arising out of or relating to any alleged breach or default in the performance of any obligation of any kind whatsoever on the part of Buyer. Upon notice from Seller, Buyer shall defend any such Claim at Buyer's sole cost and expense and with counsel reasonably satisfactory to Seller. This indemnity is in addition to, and separate from, any other indemnities by Buyer of Seller in this Agreement.

ARTICLE 3.

REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY

3.1. WARRANTIES AND REPRESENTATIONS OF SELLER. As of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

3.1.1. ORGANIZATION. The Seller is a political subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington.

3.1.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery, and performance of this Agreement by Seller (i) is within the powers of Seller as a political subdivision of the State of Washington, and (ii) subject to the contingency in section 5.2 of this Agreement, has been or will be on or before the Closing Date, duly authorized by all necessary action of the Seller's legislative authority. This Agreement constitutes the legal, valid, and binding obligation of Seller enforceable against Seller in accordance with the terms herein.

3.1.3. NO BROKER. No broker, finder, agent, or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's, or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with Seller or any action taken by Seller.

3.1.4. FUTURE AGREEMENTS. From and after the Effective Date unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

(a) enter into any agreement, contract, commitment, lease, or other transaction that affects the Property in any way; or

(b) sell, dispose of, or encumber any portion of the Property.

3.1.5. FOREIGN PERSON. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701 (a) (30) of the Internal Revenue Code of 1986 ("Code"), as amended and shall deliver to Buyer prior to the Closing an affidavit, as set forth in **EXHIBIT F**, evidencing such fact, and such other documents as may be required under the Code.

3.2. REPRESENTATIONS AND WARRANTIES OF BUYER. As of the date hereof and as of the Closing Date, Buyer represents and warrants as follows:

3.2.1. ORGANIZATION. Buyer is a public body corporate and politic duly organized, validly existing and in good standing under the laws of the State of Washington, including but not limited to RCW chapter 35.82. Buyer has all requisite corporate power and

authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

3.2.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery, and performance of this Agreement by Buyer (i) is within the powers of Buyer as a Washington State housing authority, and (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the Buyer's governing authority. This Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

3.2.3. NO BROKER. No broker, finder, agent, or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker's, finder's, or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with the Buyer or any action taken by the Buyer.

3.3. CONDITION OF PROPERTY.

3.3.1. SELLER DISCLOSURE STATEMENT. To the maximum extent permitted by RCW ch. 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement ("Seller Disclosure Statement") and to rescind this Agreement, both as provided for in RCW ch. 64.06. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the section of the Seller Disclosure Statement entitled "Environmental" if the answer to any of the questions in that section would be "yes." Nothing in any Seller Disclosure Statement delivered by Seller creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in RCW ch. 64.06. Buyer is advised to use its due diligence to inspect the Property as allowed for by this Agreement, and that Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that any Seller Disclosure Statement delivered by Seller is not part of this Agreement, and Seller has no duties to Buyer other than those set forth in this Agreement.

3.3.2. SELLER DISCLAIMER OF CONDITION OF THE PROPERTY. Except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively "Condition of the Property"), including, without limitation:

- (a) The water, soil, and geology;
- (b) The income to be derived from the Property;
- (c) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;

(d) The compliance or noncompliance of or by the Property or its operation with any laws, rules, ordinances, regulations, or decrees of any applicable governmental authority or body or the zoning or land use designation for the Property;

(e) The habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property;

(f) The manner or quality of the construction or materials, if any, incorporated into the Property and the existence, nonexistence, or condition of utilities serving the Property;

(g) The actual, threatened, or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal, or other handling of any Hazardous Substances in, on, under, or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county, and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws, and regulations. For purposes of this Agreement, the term “Environmental Law” shall mean: any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term “Hazardous Substance” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

(h) Any other matter with respect to the Property.

3.3.3. BUYER ACCEPTANCE OF CONDITION OF PROPERTY.

(a) Buyer acknowledges and accepts Seller’s disclaimer of the Condition of the Property in Section 3.3.2 of this Agreement.

(b) Buyer acknowledges and agrees that, within the Due Diligence Period as defined in Section 5.1 of this Agreement, Buyer will have conducted a physical inspection and made all investigations that Buyer deems necessary in connection with its purchase of the Property. Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and is not relying on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to

the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of Seller, any real estate broker, or any other person.

(c) Upon waiver or satisfaction by Buyer of its contingencies pursuant to Article 5, Buyer acknowledges and agrees that it will thereby approve and accept the Condition of the Property and accordingly agree to purchase the Property and accept the Condition of the Property "AS IS, WHERE IS" with all faults and patent or latent defects, including, without limitation, the actual, threatened, or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal, or other handling of any Hazardous Substances in, on, under, or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county, and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws, and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement, Buyer, and any person or entity claiming by or through Buyer, shall have no recourse against the Seller for, and waives, releases, and discharges forever the Seller from, any and all past, present, or future claims or demands, and any and all past, present, or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs, and expenses (including, without limitation fines, penalties, and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which the Buyer might have asserted or alleged against the Seller arising from or in any way related to the Condition of the Property, including, without limitation, the actual, threatened, or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal, or other handling of any Hazardous Substances in, on, under, or emanating from or into the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after transfer of the Property.

3.3.4. INDEMNIFICATION. From and after the Closing Date, Buyer shall indemnify, defend and hold Seller, its officers, agents, and employees harmless from and against any and all Losses, liability, claim, agency order or requirement, damage, and expense arising from and after July 17, 2000 and relating to or arising out of, directly or indirectly, the Property, including without limitation those relating to the actual or threatened release, disposal, deposit, seepage, migration, or escape of Hazardous Substances at, from, into, or underneath the Property, and the compliance or noncompliance of the Property with applicable federal, state, county, and local laws and regulations including, without limitation, Environmental Laws and regulations.

ARTICLE 4. TITLE MATTERS

4.1. CONVEYANCE. Seller shall convey to Buyer the title to the Property by bargain and sale deed in substantially the form attached hereto as **EXHIBIT B**, subject only to the Permitted Exceptions (as defined below), the lien of current real property taxes, fees, and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed general exceptions and exclusions contained in the form of title insurance policy required by Section 4.4 of this Agreement.

4.2. TITLE COMMITMENT. Buyer shall within fifteen (15) days after the Effective Date obtain a preliminary commitment for an owner's standard coverage policy of title insurance (the "Title Commitment") issued by Chicago Title Insurance Company (the "Title Company"), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. Buyer shall have the option to purchase extended coverage title insurance, if desired. At such time as the Title Company causes the Title Commitment to be furnished to Buyer, the Title Company shall further cause to be furnished to Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

4.3. REVIEW OF TITLE COMMITMENT. Buyer shall have until ten (10) days after the Effective Date (the "Review Period") in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment ("Buyer's Objections"). Any exceptions or other items that are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within ten (10) days after Seller receives Buyer's Objections of any exceptions to title which Seller will not remove or otherwise resolve ("Seller's Response"), and Buyer may, at Buyer's option, either proceed to Closing and thereby waive the Buyer's Objections not cured, in which case such exceptions to title shall be Permitted Exceptions, or Buyer may terminate this Agreement by notice to Seller within ten (10) days after receipt of Seller's Response. If the Title Company issues a supplement to the Title Commitment that identifies new exceptions, the procedure set forth in this Section 4.3 shall apply to such supplement, except that Buyer will have seven (7) days to make Buyer's Objections to any new exception, Seller shall have five (5) days to provide Seller's Response, and the Closing Date will be extended for the period necessary to allow the procedures set forth herein to be completed with regard to a timely objection.

4.4. OWNER'S TITLE INSURANCE POLICY. At the Closing, Buyer shall receive an owner's policy of title insurance to be issued by the Title Company in the full amount of the Purchase Price, effective as of the Closing Date, insuring Buyer that the fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions, the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and, unless extended coverage insurance is obtained, the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by the Title Company. The obligation for the title policy called for herein shall be satisfied if, at the Closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policies in the form required by this Section. If requested in writing by Seller, Buyer

shall provide a copy of such binding commitment to Seller to verify satisfaction of this obligation as a condition to Seller being obligated to close. Buyer shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

ARTICLE 5. CONTINGENCIES

5.1. DUE DILIGENCE INSPECTION AND FEASIBILITY. Buyer shall satisfy itself by investigation and inspection, at its cost and expense in its sole and absolute discretion, that the condition of the Property for Buyer's contemplated use meets with its approval ("Due Diligence Contingency"). If Buyer is not satisfied with the condition of the Property, Buyer may terminate this Agreement by delivering written notice of termination to Seller within ten (10) days of the Effective Date ("Due Diligence Period"). In such event this Agreement shall terminate, and the Parties shall have no further obligations hereunder. If Buyer fails to give such notice to terminate within the Due Diligence Period or affirmatively gives notice that this Due Diligence Contingency is satisfied or waived within the Due Diligence Period, Buyer shall be obligated hereunder without further contingency except in the event of a default hereunder by Seller. Seller and Buyer may agree in writing to extend the Due Diligence Period.

5.1.1. INSPECTIONS. During the Due Diligence Period, Buyer, its designated representatives or agents shall have the right at its own expense to (a) perform any and all tests, inspections, studies, surveys, or appraisals of the Property deemed necessary, on any subject, by the Buyer (subject to the limitations set forth below and Section 5.1.2 Right of Entry); (b) obtain a Phase I or Phase II Environmental Assessment on the Property and perform any and all tests, inspections and studies deemed necessary therewith; (c) examine all due diligence materials related to the Property that Buyer may reasonably request from Seller that are in Seller's possession and about which Seller has knowledge, and that are not protected as attorney work product, by the attorney-client privilege or by other similar confidentiality protections; (d) determine to its satisfaction whether approvals, permits, and variances can be obtained under applicable land use and zoning codes for Buyer's proposed development of the property; and (e) determine whether Buyer's proposed development of the property is economically feasible.

5.1.2. RIGHT OF ENTRY. Intentionally deleted. Buyer does not require a right of entry prior to Closing because Buyer already has possession and use of the Property under the Ground Lease.

5.2. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY. Seller's performance under this Agreement is contingent on approval by ordinance of the conveyance of the Property by the Metropolitan King County Council ("Council Approval Contingency"). The Council Approval Contingency will be satisfied if an ordinance passed by the Metropolitan King County Council approving the conveyance of the Property becomes effective within one hundred twenty (120) days of the Effective Date ("Council Approval Period"). Seller may extend the Council Approval Period for up to an additional sixty (60) days. If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate

and the Parties shall have no further obligations hereunder. If the Council Approval Contingency is satisfied within the Council Approval Period, Seller shall be obligated hereunder without further contingency except in the event of a default hereunder by Buyer.

5.3 FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS AND APPROVAL. The Parties shall jointly identify applicable Federal Transit Administration (“FTA”) grant restrictions and requirements, if any, pertaining to this Agreement and shall have obtained written FTA consent for the conveyance of the Property from Seller to Buyer.

ARTICLE 6. COVENANTS OF SELLER PENDING CLOSING

6.1. CONDUCT, NOTICE OF CHANGE. Seller covenants that between the Effective Date and the Closing Seller shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties, and matters which relate solely to an earlier date), and all covenants of Seller set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. Seller shall give Buyer prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

ARTICLE 7. COVENANTS OF BUYER PENDING CLOSING

7.1. CONDUCT, NOTICE OF CHANGE. Buyer covenants that between the Effective Date and the Closing Buyer shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties, and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Buyer shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

ARTICLE 8. CONDITIONS PRECEDENT TO BUYER’S OBLIGATIONS

All obligations of Buyer to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Seller shall exert its best efforts to cause each such condition to be fulfilled:

8.1. DELIVERY OF DOCUMENTS. Seller shall have delivered to Buyer at or prior to the Closing all documents required by the terms of this Agreement to be delivered to Buyer.

8.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been properly performed in all material respects.

8.3. TITLE. Seller shall have cured any exceptions to title to which Buyer objected within the Review Period in Section 4.3 and to which Seller agreed to remove or resolve under Section 4.3, unless Seller's obligation to remove or resolve has been waived by Buyer.

8.4. CONDEMNATION. No portion of the Property shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Property to any such body in lieu of condemnation.

ARTICLE 9. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Buyer shall exert its best efforts to cause each such condition to be so fulfilled:

9.1. DELIVERY OF DOCUMENTS. Buyer shall have delivered to Seller at or prior to Closing all documents and funds required by the terms of this Agreement to be delivered to Seller.

9.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be performed by Buyer at or before the Closing shall have been properly performed in all material respects.

9.3. TITLE. The Title Company shall be irrevocably committed to issue an owner's policy of title insurance for the full amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions and the other exceptions allowed for under Section 4.4 of this Agreement.

ARTICLE 10. CLOSING

10.1. CLOSING/CLOSING DATE. The Closing shall take place within fifteen (15) days following the removal of all the contingencies in Article 5 of this Agreement or such other earlier date as may be mutually agreed upon by the Parties ("Closing Date"). On or before the Effective Date, the Parties shall set up an escrow account with the Escrow Agent. The Escrow Agent shall serve as closing agent for the transaction contemplated herein and Closing shall occur in the offices of the Escrow Agent in Seattle, Washington.

10.2. PRORATIONS. Real property taxes and assessments shall be prorated as of the Closing Date. Seller shall pay the cost of one-half (½) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, and its own attorneys' fees. Buyer shall pay one-half (½) of the escrow fee charged by the Escrow Agent, the premium for the title insurance and any costs of the preliminary and binding title commitments, the recording fees for

the deed and its own attorneys' fees. Except as otherwise provided in this Section 10.2, all other expenses hereunder shall be paid by the Party incurring such expenses.

10.3. SELLER'S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Seller will deliver to Buyer via escrow with the Escrow Agent the following properly executed documents:

10.3.1. A bargain and sale deed conveying the Property substantially in the form of **EXHIBIT B** attached hereto;

10.3.2. A deed for easement for public park-and-ride and related purposes, substantially in the form of **EXHIBIT D** to this Agreement, acknowledging grant of the easement;

10.3.3. An Operations and Maintenance Agreement for KCHA Commuter Parking Facilities at Overlake Village substantially in the form of **EXHIBIT E** to this Agreement;

10.3.4. A seller's certificate of non-foreign status substantially in the form of **EXHIBIT F**, attached hereto;

10.3.5 A release of Memorandum of Lease, substantially in the form of **EXHIBIT G** to this Agreement;

10.3.6 The Access and Utilities Easement, substantially in the form of **EXHIBIT H** to this Agreement; and

10.3.7 Such other instruments or documents as may be necessary to implement the transactions contemplated in this Agreement.

10.4. BUYER'S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent the following properly executed instruments:

10.4.1 A bargain and sale deed acknowledging conveyance of the Property substantially in the form of **EXHIBIT B** to this Agreement.

10.4.2 The Purchase Price and such additional sums as may be required of Buyer under this Agreement for prorations, expenses, and adjustments;

10.4.3 A deed for easement for public park-and-ride and related purposes, substantially in the form of **EXHIBIT D** to this Agreement;

10.4.4 An Operations and Maintenance Agreement for KCHA Commuter Parking Facilities at Overlake Village substantially in the form of **EXHIBIT E** to this Agreement; and

10.4.5 A release of Memorandum of Lease, substantially in the form of **EXHIBIT G** to this Agreement;

10.4.6 The Access and Utilities Easement, substantially in the form of **EXHIBIT H** to this Agreement; and;

10.4.7 Such other instruments or documents as may be necessary to implement the transactions contemplated in this Agreement.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1. NON-MERGER. Each statement, representation, warranty, indemnity, covenant, agreement, and provision in this Agreement shall not merge in, but shall survive the Closing of the transaction contemplated by this Agreement unless a different time period is expressly provided for in this Agreement.

11.2. DEFAULT AND ATTORNEYS' FEES.

11.2.1. DEFAULT BY BUYER. In the event Closing does not occur due to default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement.

11.2.2. DEFAULT BY SELLER. In the event Closing does not occur due to default of Seller, Buyer's sole and exclusive remedy shall be to terminate this Agreement.

11.2.3. ATTORNEY'S FEES. In any action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

11.3. TIME.

11.3.1. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

11.3.2. COMPUTATION OF TIME. Any reference to "day" in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a "Legal Holiday." A Legal Holiday under this Agreement is a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

11.4. NOTICES. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified, or registered mail, return receipt requested. The Parties may also agree to give and receive notice by email or other electronic means; provided that if a Party disputes delivery or receipt of an electronic notice then that Party shall bear the burden of proving that the notice was not delivered or received. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

If to Buyer: Housing Authority of the County of King
600 Andover Park West
Tukwila, WA 98188
Attn: CEO and President
with a copy to: SVP of Development and Asset
Management

If to Seller: King County
King County Facility Management Division
Real Estate Services Section
401 5th Avenue, CNK-ES-0930
Seattle, WA 98104
Attn: Steve Rizika

With a copy to: King County Prosecuting Attorney's Office
Civil Division
701 5th Avenue, Suite 600
Seattle, WA 98104
Attn: Darren Thompson

11.5. ENTIRE AGREEMENT AND AMENDMENT. This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties.

11.6. SEVERABILITY. In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated, or voided.

11.7. WAIVER. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

11.8. BINDING EFFECT. Subject to Section 11.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

11.9. LEGAL RELATIONSHIP. The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

11.10. CAPTIONS. The captions of any articles, paragraphs, or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs, or sections.

11.11. COOPERATION. Prior to and after Closing the Parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

11.12. GOVERNING LAW AND VENUE. This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

11.13. NO THIRD PARTY BENEFICIARIES. This Agreement is made only to and for the benefit of the Parties, and shall not create any right, duty, privilege, claim, or cause of action in any other person or entity.

11.14. ASSIGNMENT. Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

11.15. NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

11.16. SELLER'S KNOWLEDGE. Any and all representations or warranties or other provisions in this Agreement that are conditioned on terms such as "to Seller's knowledge" or "about which Seller has knowledge" are made to and limited by the present, actual knowledge of Tom Paine, who is an employee of King County, and is a Supervisor of the Transit Real Estate and Environmental Planning workgroup in the Capital Division of King County Metro Transit Department. Tom Paine has made no inquiries or investigations with respect to Seller's representations or warranties or other provisions prior to the making thereof and has no duty to undertake the same.

11.17. INDEMNIFICATION TITLE 51 WAIVER. The indemnification provisions in Sections 2.4.2, 3.3.4, and 5.1.2 of this Agreement are specifically and expressly intended to constitute a waiver of the Buyer's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Seller only, and only to the extent necessary to provide the Seller with a full and complete indemnity of claims made by the Buyer's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11.18. COUNTERPARTS. To facilitate execution, this Agreement and the other instruments contemplated herein may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the

signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages. This Agreement and related instruments may be electronically signed, and any electronic signature appearing on this Agreement or a related instrument shall be deemed to constitute an original signature for purposes of validity, enforcement, and admissibility.

11.19. EXHIBITS. The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Bargain and Sale Deed
EXHIBIT C	Omitted
EXHIBIT D	Deed for Easement for Public Park-and-Ride and Related Purposes
EXHIBIT E	Operations and Maintenance Agreement for KCHA Commuter Parking Facilities at Overlake Village
EXHIBIT F	Certificate of Non-Foreign Status
Exhibit G	Release of Memorandum of Lease
Exhibit H	Access and Utilities Easement

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

SELLER: KING COUNTY

By: DocuSigned by:
Drew Zimmerman
C8D6E4FCF0E8468...

Name: W. Drew Zimmerman

Title: Director, Facilities Management Division

Date: 3/18/2025

**BUYER: KING COUNTY HOUSING
AUTHORITY**

By: [Signature]

Name: Robin Walls

Title: President/CEO

Date: February 18, 2025

APPROVED AS TO FORM:

By: Signed by:
Darren Thompson
F508480913AA015
Senior Deputy Prosecuting Attorney

EXHIBIT A.

LEGAL DESCRIPTION

A tract of land being a portion of Lot 2, City of Redmond Short Plat No. SS 79-18, as recorded under King County Recording No. 7908270637, in King County, Washington, situated in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 25 N, Range 5 E, W.M. in King County, WA.

Commencing at the Northwest Corner of said Lot 2; thence along the North line of said Lot 2, S 89°35'54" E a distance of 377.77 feet to the TRUE POINT OF BEGINNING of the herein described tract; thence S 89°35'54" E a distance of 407.21 feet to the Northeast Corner of said Lot 2; thence S 01°08'46" W a distance of 366.85 feet to the Southeast Corner of said Lot 2; thence along the South line of said Lot 2, S 89°59'30" W a distance of 402.13 feet; thence leaving said South line, N 00°21'07" E a distance of 369.70 feet to the True Point of Beginning.

The above-described tract contains 3.42 acres more or less.

EXHIBIT B.

BARGAIN AND SALE DEED

AFTER RECORDING RETURN TO:
KING COUNTY HOUSING AUTHORITY
600 Andover Park West
Tukwila, WA 98188
ATTN: Beth Pearson

BARGAIN AND SALE DEED

Grantor -- King County, Washington
Grantee -- King County Housing Authority
Legal - - - - Lot 2, Village at Overlake Station Binding Site Plan, Vol. 219 of Plats, Pages 53-56.
Tax Acct. -- 894442-0020-08

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. _____, does hereby bargain, sell and convey unto the Grantee, KING COUNTY HOUSING AUTHORITY, a public body corporate and politic of the State of Washington, the following real property situate in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in EXHIBIT A.

GRANTOR	GRANTEE
KING COUNTY	KING COUNTY HOUSING AUTHORITY

BY: _____	BY: _____
-----------	-----------

TITLE: Director, Facilities Management Division	TITLE: _____
---	--------------

DATE: _____	DATE: _____
-------------	-------------

Approved as to Form:

By _____
Senior Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)

COUNTY OF KING) SS
)

On this _____ day of _____, 20_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W. Drew Zimmerman, to me known to be the Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing
at _____
City and State
My appointment expires _____

NOTARY BLOCK FOR KING COUNTY HOUSING AUTHORITY

STATE OF WASHINGTON)

COUNTY OF KING) SS
)

On this _____ day of _____, 20_, 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 _____, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the King County Housing Authority for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing
at _____
City and State
My appointment expires _____

EXHIBIT A
TO BARGAIN AND SALE DEED

LEGAL DESCRIPTION

A tract of land being a portion of Lot 2, City of Redmond Short Plat No. SS 79-18, as recorded under King County Recording No. 7908270637, in King County, Washington, situated in the SE ¼ of the SW ¼ of Section 23, Township 25 N, Range 5 E, W.M. in King County, WA.

Commencing at the Northwest Corner of said Lot 2; thence along the North line of said Lot 2, S 89°35'54" E a distance of 377.77 feet to the TRUE POINT OF BEGINNING of the herein described tract; thence S 89°35'54" E a distance of 407.21 feet to the Northeast Corner of said Lot 2; thence S 01°08'46" W a distance of 366.85 feet to the Southeast Corner of said Lot 2; thence along the South line of said Lot 2, S 89°59'30" W a distance of 402.13 feet; thence leaving said South line, N 00°21'07" E a distance of 369.70 feet to the True Point of Beginning.

The above-described tract contains 3.42 acres more or less.

EXCEPTIONS TO TITLE

SUBJECT TO: [permitted exceptions will be determined in accordance with the process identified in Article 4 of the Agreement and inserted in the final deed].

EXHIBIT C.

OMITTED

EXHIBIT D.

**DEED FOR EASEMENT FOR PUBLIC PARK-AND-RIDE AND RELATED
PURPOSES**

[INSERT EASEMENT]

When recorded return to:

King County Real Estate Services
401 5th Avenue, Suite 930
Seattle, WA 98104

Grantor-- King County Housing Authority

Grantee-- King County, Washington

Abbreviated Legal:

Additional Legal: See Exhibit A, attached

Tax Acct -

Related Accounts: --

**EASEMENT FOR PUBLIC COMMUTER PARKING AND MEMORANDUM OF
AGREEMENT TO OPERATE AND MAINTAIN COMMUTER PARKING FACILITIES**

A. RECITALS

1. King County Housing Authority (“KCHA”), a public body corporate and politic, organized under RCW ch. 35.82 and other authorities, acquired certain real property situated in King County, Washington, identified as Tax Parcel Number #8944420020, sometimes known as the Village at Overlake Station (“KCHA Property” or “Village at Overlake Station”), from King County, a home rule charter county and political subdivision acting by and through its Metro Transit Department (the “County”). The County operates a bus loop and commuter loading area on certain real property situated in King County, Washington, identified as Tax Parcel Number #8944420010 (the “County Property”)
2. KCHA and the County are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”
3. As partial consideration for the County’s conveyance of fee title to the KCHA Property, KCHA agreed to grant the County a perpetual easement for public commuter parking and related purposes over the KCHA Property legally described in Exhibit A, and to operate and maintain certain public commuter parking facilities thereon as KCHA’s sole cost and expense.

4. KCHA is willing to grant the County an easement for public commuter parking and related purposes as set forth herein on, over, through, and under the KCHA Property, and to operate and maintain public commuter parking facilities at KCHA's sole cost and expense, subject to the terms and conditions set forth in this easement (the "Easement" or "Agreement"); and the County is willing to accept the same.

B. GRANT OF EASEMENT

1. NOW, THEREFORE, subject to the terms and conditions set forth in this Easement, and in furtherance of that certain Purchase and Sale Agreement authorized by King County Ordinance No. _____, KCHA hereby grants to the County, its successors and assigns, a perpetual, nonexclusive easement for public commuter parking purposes and all appurtenant uses, on, over, through, under, along, and across the KCHA Property legally described in Exhibit A as described herein.
2. This Easement is appurtenant to and for benefit of the real property, property interests, and related improvements that make up the County's public transportation system.
3. This Easement is intended to be a floating easement with no permanent, fixed location on the KCHA Property; and from time to time the parking facilities required to be provided, operated, and maintained by in furtherance of this Easement may be reconfigured, relocated upon the KCHA Property, and reconstructed or revised by KCHA in its reasonable discretion, subject to the requirements set forth in this Easement, and subject also to the County's review and approval, which approval shall not be unreasonably conditioned, delayed, or withheld, all as more particularly described in the Operations Agreement as hereinafter defined.
4. The Parties acknowledge that the County owns and maintains certain real and personal property located on the County Property, including but not limited to the landscaping, metal sculptures, sidewalk and certain commuter-related improvements which are collectively referred to as the "Additional Transit Facilities." The Additional Transit Facilities specifically include the sloped metal roof attached to the KCHA Property, the stairs from the passenger loading area into the existing garage, and the related transit-related facilities on, in and above the County Property (including uplighting, benches, signage and fencing). The KCHA Property also includes a bus driver comfort station/restroom ("Comfort Station") located within the existing garage which is dedicated for the sole use by County bus drivers and staff and is maintained solely by the County. For purposes of this Agreement, the Comfort Station shall be deemed to be part of the Additional Transit Facilities.
5. Without limiting Section B.3 of this Easement, the Parties agree that the parking garage and commuter-related parking areas and facilities existing upon the KCHA Property as of the recording date of this Easement and illustrated in Exhibit B attached hereto currently satisfy all commuter parking-related requirements of this Easement and the Operations and Maintenance Agreement for Commuter Parking Facilities at the Village at Overlake

Station, which agreement is referenced in Exhibit C to this Easement (the “Operations Agreement”). KCHA is not obligated to remodel, revise, or otherwise alter the existing commuter parking facilities on the KCHA Property except (1) as KCHA may elect, subject to the terms of this Agreement; or (2) to comply with the facility condition requirements set forth in the Operations Agreement, if the condition of the existing commuter parking facilities should fail to meet the standards set forth in this Easement over time. Provided, that nothing in this Section B.4 shall operate or be construed to relieve KCHA of its commuter parking-related obligations and duties set forth in the Operations Agreement.

6. This Easement is granted and accepted upon and subject to the Parties’ acceptance and continuing compliance with the following terms and conditions:

C. TERMS AND CONDITIONS

1. General Limitations on Grant of Easement; Relinquishment and Extinguishment; Operations and Maintenance Obligations.

- 1.1. Non-exclusivity. This is a non-exclusive easement. KCHA reserves all rights to use and to regulate the KCHA Property for all lawful purposes of KCHA that do not conflict with the rights granted to the County under this Easement, and further reserves all rights to authorize other third-party uses of the KCHA Property to the extent that such third-party uses do not conflict with the rights granted to the County under this Easement.
- 1.2. KCHA to Comply with Applicable Laws and Regulations. As between the Parties, KCHA shall be solely responsible to obtain and comply with any and all needed permits, approvals, terms and conditions that may be required by any agency with jurisdiction and to pay all fees and costs associated with any work, design, construction, operation and maintenance, or repair undertaken by KCHA in connection with its obligations under this Easement, including but not limited to any permits or other authorizations that may be required by King County or the State of Washington. KCHA’s grant of use rights to the County under this Easement does not relieve KCHA of its duty to comply with all applicable laws and regulations concerning the activities and improvements contemplated in this Easement, and this Easement shall not be interpreted or construed to authorize KCHA to undertake any of those activities or improvements.
- 1.3. County’s Right to Relinquish Easement. The County may relinquish this Easement at any time by executing a notice of relinquishment releasing all interest in this Easement, recording the notice in the real property records of King County, and mailing a copy of the recorded notice to KCHA at the addresses specified in Article 10. PROVIDED, that relinquishment shall not relieve the County of any duty arising under or relating to this Easement on or before the recording date of the relinquishment notice.
- 1.4. KCHA’s Obligation to Provide Commuter Parking Facilities.

- 1.4.1 KCHA shall provide and set aside a minimum of one hundred fifty (150) parking stalls (collectively, the “Designated Stalls”) for exclusive use by members of the general public who do not reside on the KCHA Property and who utilize public transit for a portion of the commute during the hours of 5:00 a.m. to 1:00 p.m. each weekday that is not a legal holiday. Any additional parking stalls on the lower level of the existing garage, as well as the Designated Stalls outside of the Designated Stalls’ exclusive use period, shall be available for shared use by off-site park & ride commuters and Village at Overlake Station residents, visitors and guests on a first come, first served basis, all as provided in the Operations Agreement. No Commuter Parking Facilities are currently located outside of the lower level of the existing garage nor on the upper level of the existing garage.
- 1.4.2 The Parties shall mutually agree on the designation and signage of the Designated Stalls, which shall be clearly differentiated from the remainder of any other parking spaces on the KCHA Property. All of the Designated Stalls shall be located together in close proximity to each other. The location, configuration, lighting, graphics, signage, and other characteristics (including locations of exits and entrances) of the Commuter Parking Stalls shall not be materially altered from their agreed condition without the County’s prior written consent, which consent shall not be unreasonably conditioned, delayed, or withheld. Notwithstanding anything to the contrary contained in this Agreement, any reduction in the number of Designated Stalls may require the review and prior written consent of the Federal Transit Administration (“FTA”) which review shall be coordinated by the County.
- 1.4.3 KCHA shall not do or permit anything to be done in, on, or around the Commuter Parking Facilities that would in any way materially obstruct or interfere with the rights of members of the general public to utilize the Commuter Parking Facilities or to enter or exit the KCHA Property in order to use the Designated Stalls under this Easement. KCHA shall not allow the Designated Stalls to be used for any purpose other than the commuter parking purposes contemplated under this Easement; provided, that vacant parking stalls in the Designated Stalls may be used by residents of the KCHA Property after 1:00 p.m. and prior to 5:00 a.m. each weekday, on legal holidays, and during the weekends.
- 1.4.4 The Parties shall cooperate to minimize the impacts of transit operations in and around the County Property, such as noise and air pollution from buses that may adversely affect housing residents’ peaceful enjoyment of the KCHA Property.
- 1.5 Operations and Maintenance Obligations. KCHA shall at all times operate and maintain the Commuter Parking Facilities in a state of good repair as provided in the Operations Agreement. The County shall at all times operate and maintain the County Property, including the Additional Parking Facilities, in a state of good repair as provided in the Operations Agreement. The Parties may update or revise the Operations Agreement from time to time by mutual negotiation of their Designated Representatives as set forth more

fully therein.

- 1.6 Right to Inspect for State of Good Repair. The County shall have the right to inspect the Commuter Parking Facilities, and KCHA shall have the right to inspect the Additional Transit Facilities, including the Comfort Station, to confirm they are being maintained in a state of good repair and consistent with the Operations Agreement. Each Party may perform such inspection during regular working hours on business days, with or without notice to the other. For purposes of this Section 1.6, “working hours” are 8am to 6pm and “business days” are any day of the week that is not a Saturday, Sunday, or a state or federal holiday.

2. Federal Transit Administration Obligations.

- 2.1 Duty to Comply with FTA Obligations. The County shall retain all obligations for the Commuter Parking Facilities under FTA Grant Agreements, identified as Nos. WA-03-0016 and WA-03-0030, and any other FTA financial assistance award creating a federal interest in the Commuter Parking Facilities, including its attachments, amendments, and accompanying federal obligations. From and after the recording date of this Easement, the County shall continue to retain all statutory, regulatory and contractual obligations, as authoritatively interpreted and implemented by FTA, pertaining to the Commuter Parking Facilities, that arise from the use of FTA or Urban Mass Transit Administration financial assistance, including but not limited to compliance with federal statutes, regulations and guidelines on continuing control, management or disposition of a federally funded asset.
- 2.2 KCHA Duty to Cooperate with FTA Obligations. KCHA shall cooperate in good faith with the County to satisfy any and all FTA obligations arising out of or relating to the Commuter Parking Facilities. Provided, that nothing in this Section 2.2 shall prohibit KCHA from challenging, in good faith, FTA’s interpretation or implementation of any federal statute, rule, or policy, through appropriate administrative or legal processes.

3. INDEMNITY.

- 3.1 Each Party shall indemnify, defend, and save harmless the other Party and its officers, agents, employees, successors, and assigns, from and against any and all liability, including any and all suits, claims, actions, administrative proceedings, losses, costs, penalties, response costs, attorneys’ fees, expert witness fees, injuries, or damages of whatsoever kind or nature (collectively, “claims”), arising out of or relating to: (i) the indemnifying Party’s performance of, or failure to perform, its duties and obligations under this Easement; and (ii) the indemnifying Party’s negligent or intentional acts or omissions in connection with this Easement, or its property. An indemnifying Party’s obligations under this Section C.3.1 includes the duty to promptly accept tender of defense and to provide defense to the indemnified Party at its own expense for any claim covered by this Section C.3.1.

- 3.2 The indemnification in Section C.3.1 is specifically and expressly intended to include, but is not limited to, all claims against the indemnified Party by the indemnifying Party's respective employees, former employees, consultants, contractors, or subcontractors; and the indemnifying Party expressly waives, as respect the indemnified Party only, all immunity and limitation on liability under any industrial insurance act including Title 51 RCW, to the extent necessary to provide the other Party with a complete indemnity for the actions of the indemnifying Party's officers, agents, employees, consultants, contractors, subcontractors or any of their respective officers, agents or employees. This indemnification has been the subject of specific negotiation between the Parties.
- 3.3 In the event it is determined that R.C.W. 4.24.115 applies to this Easement or activities contemplated herein, the indemnifying Party agrees to defend, hold harmless, and indemnify the indemnified Party to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the indemnified Party to the full extent of the indemnifying Party's negligence.
- 3.4 If the indemnified Party incurs attorneys' fees, legal expenses, or other costs to enforce the provisions of this Article C.3 and is successful in enforcing the provisions of this Article C.3, then all such fees, expenses, and costs shall be recoverable from the indemnifying Party.

4. CONDITION OF PROPERTY; ENVIRONMENTAL MATTERS.

- 4.1 The County understands, acknowledges, and agrees that KCHA has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the KCHA Property and the Commuter Parking Facilities, including without limitation all matters pertaining to Hazardous Material as defined in Section C.4.2. By executing this Easement, the County agrees that it is relying solely on its own investigation of the Commuter Parking Facilities and not on any information provided by KCHA. The County further acknowledges and agrees that any information provided or to be provided by KCHA with respect to the KCHA Property and the Commuter Parking Facilities was obtained from a variety of sources and that KCHA has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. The County further acknowledges and agrees that KCHA is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the KCHA Property and the Commuter Parking Facilities, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person, and, to the maximum extent permitted by law, the use of the KCHA Property and the Commuter Parking Facilities as provided for herein is made on an "AS IS, WHERE IS" condition and basis with all faults, without any obligation on the part of KCHA to make any changes, improvements, or to incur any expenses whatsoever for the maintenance or repair of the KCHA Property and the Commuter Parking Facilities.

- 4.2 For purposes of this Easement, the term “Environmental Law” shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Easement, the term “Hazardous Material” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.
- 4.3 At its own cost and expense, each Party shall comply with any existing or hereafter enacted Environmental Law that affects such Party’s activities in, on, or in connection with its property. Each Party shall be solely responsible to obtain all required permits and approvals before commencing any work in or on its property and to make all necessary submissions to appropriate agencies charged with enforcing Environmental Law that may affect its use of or activities in, on, or in connection with its property.
- 4.4 In addition to all other indemnities provided in this Easement, each Party shall defend, indemnify, and hold the other Party harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation all investigation, cleanup, or other remedial costs (and including attorneys’ fees, costs, and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation) arising from either (i) the placement, release, or use by the indemnifying Party (or its respective officers, agents, contractors, or subcontractors of any Hazardous Material on such Party’s property; or (ii) the migration of any such Hazardous Material placed, released, or used by the indemnifying Party (or its officers, agents, contractors, or subcontractors) from such Party’s property.
- 4.5 The provisions of this Article C.4 are in addition to, and not in place of such Party’s indemnity duties under Article C.2 and Article C.3.

5. INSURANCE.

- 5.1 During the term of this Easement, KCHA shall maintain commercially reasonable insurance to protect its interests and the County’s interests to the extent they may be affected by this Easement and the activities and uses contemplated herein. This insurance requirement may be met through a program of self-insurance or participation in a risk-sharing pool. KCHA shall provide written proof of commercially reasonable insurance upon demand of the County. King County reserves the right to review such insurance

policies for adequacy with reference to insurance for similarly-situated properties and structures in the vicinity of the KCHA Property.

5.2 The insurance-related obligations contained in this Article C.5 shall survive the expiration, assignment, transfer, abandonment or termination of this Easement and the easement rights and restrictive covenants granted hereunder.

5.3 Failure to maintain the insurance required under this Article C.5 shall constitute a material default by KCHA under this Easement.

6. DISPUTE RESOLUTION.

6.1 The dispute resolution procedure set forth in the Operations Agreement is incorporated by this reference and applicable to this Easement as if fully set forth herein.

6.2 Section 6.1 notwithstanding, the following provisions of this Easement are not subject to dispute resolution under this Article C.6:

- A. Section C.1.3, regarding relinquishment;
- C. Article C.3 regarding indemnity;
- D. Article C.4 regarding environmental matters;
- E. Article C.5 regarding insurance;
- F. Section C.8.3 regarding liens; and
- G. Section C.8.4 regarding nondiscrimination.

7. NOTICE

7.1 Any and all notices or other communications required or permitted to be given under any of the provisions of this Easement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier, or two (2) days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. The Parties may also agree to give and receive notice by email or other electronic means; provided that if a Party disputes delivery or receipt of an electronic notice then that Party shall bear the burden of proving that the notice was not delivered or received.

7.2 All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as the Parties may specify by notice and given as provided herein:

If to the COUNTY:

King County Metro,
Attn: Real Estate
201 South Jackson Street, KSC-TR-0431
Seattle, Washington 98104-3856

With a copy to: Manager, Real Estate Services
401 5th Avenue, Suite 930
Seattle, WA 98104

If to KCHA: CEO and President
King County Housing Authority
600 Andover Park West
Tukwila, Washington 98188

With copies to: SVP of Asset Management and SVP of Development and Asset
Management

8. OTHER TERMS AND CONDITIONS.

- 8.1 Except with respect to an assignment or transfer wherein KCHA retains fee ownership interest in the KCHA Property, KCHA may not assign or transfer this Easement or any interest or rights therein, nor delegate its duties under this Easement or the Operations Agreement, nor shall this Easement or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the County, which consent shall not be unreasonably withheld. If the County gives its consent to any assignment, delegation, or other transfer, this Section C.8.1 shall nevertheless continue in full force and effect, and no further assignment, delegation, or other transfer shall be made without the County's consent. No assignment or transfer shall release KCHA of its obligations under this Easement.
- 8.2 KCHA shall pay all applicable taxes on this Easement or the Commuter Parking Facilities as they become due and payable; and KCHA shall pay all fees, charges, or expenses for licenses, permits, or any other authorizations required for or occasioned by KCHA's use of the Commuter Parking Facilities.
- 8.3 KCHA acknowledges that the County may not, and shall not, be subject to claims or liens for labor or materials. KCHA shall keep the Commuter Parking Facilities and any other property of the County free of any liens for any providers of work, labor, material or services claiming by, through or under KCHA. KCHA shall indemnify, defend and hold the County harmless from and against any such claims or liens, and the County's attorney's fees and costs incurred in connection therewith. If such a lien is filed, it shall be discharged of record by KCHA within ten (10) days after notice of filing by bonding, payment or other arrangement satisfactory to the County. Failure to comply with this Section C.8.3 shall be a material breach of this Easement.
- 8.4 In the performance of their respective obligations under this Agreement, the County and KCHA shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably

discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. The County and KCHA shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Easement.

- 8.5 If any provision of this Easement shall be held to be 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 finds that any provision of this Easement 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.
- 8.6 The failure of either Party to enforce any provision of this Easement 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.
- 8.7 To the extent consistent with its terms, the right, conditions, and provisions of this Easement shall inure to the benefit of and binding upon the heirs, executors, administrators, and successors and assigns of the Parties.
- 8.8 No provision of this Easement shall preclude either party from pursuing any other remedies, in law or equity, for the counterparty's failure to perform its obligations.
- 8.9 The following provisions of this Easement shall survive the relinquishment, extinguishment, termination, or expiration of this Easement for any event occurring prior to or on the date of such relinquishment, extinguishment, termination, or expiration: Article C.3, regarding indemnity; Article C.4, regarding environmental matters; Article C.5, regarding insurance; and Section C.8.13, regarding choice of law, jurisdiction and venue, and legal costs.
- 8.10 The captions in this Easement are for convenience only and do not in any way limit or amplify the provisions of the Easement. Words of any gender used in this Easement shall include any other gender, and words in the singular number shall include the plural, and vice versa, unless the context requires otherwise.
- 8.11 This Easement (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Easement and signed by all Parties hereto. All other agreements between the Parties regarding the subject

matter of this Easement, whether oral or written, or express or implied, are hereby terminated and no longer applicable from and after the date this Easement is executed by the County.

- 8.12 The Parties to this Easement execute and implement this Easement solely as grantor and grantee of an easement. No partnership, joint venture, or joint undertaking of the Parties shall be construed from this Easement. This Easement creates no right, privilege, obligation, duty, or cause of action in any person or entity not a party to it. Nothing in this Easement shall be interpreted or applied to limit the police or governmental powers of King County or the King County Housing Authority.
- 8.13 This Easement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflicts of law or choice of law provisions. The Superior Court of King County, Washington shall have the exclusive jurisdiction and venue of any litigation arising out of or relating to this Easement. Except as otherwise provided by the express terms of this Easement, if the Parties litigate any controversy, claim, or dispute arising out of or relating to this Easement, then each Party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.
- 8.14 This Easement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Easement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. Both Parties acknowledge and represent, as an express term of this Easement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Easement.
- 8.15 The following exhibits to this Easement are incorporated by this reference as if fully set forth herein:
- Exhibit A – Legal Description of the KCHA Property
 - Exhibit B – Illustration of Existing Parking Garage (omitted for recording purposes)
 - Exhibit C – Memorandum of Operations and Maintenance Agreement for Commuter Facilities at the Village at Overlake Station

EXECUTED by King County Housing Authority and ACCEPTED by King County effective as of the dates set forth below.

King County Housing Authority
Name/Title: _____

King County
Name/Title: _____

Public Commuter Parking Easement
The Village at Overlake Station
Redmond, WA

APPROVED FOR FORM:

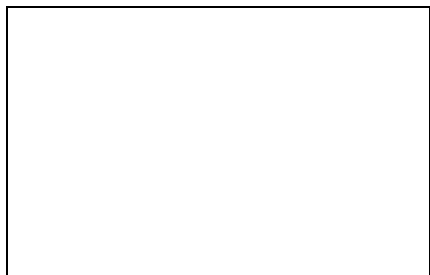
Deputy Prosecuting Attorney

Notary Blocks appear on following page

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of **KING COUNTY**, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of **KING COUNTY**, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

Dated: _____.



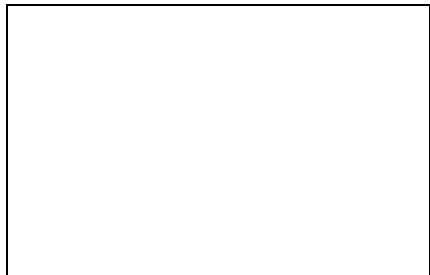
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of **THE KING COUNTY HOUSING AUTHORITY**, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of **THE KING COUNTY HOUSING AUTHORITY**, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

Dated: _____.



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF THE KCHA PROPERTY

A tract of land being a portion of Lot 2, City of Redmond Short Plat No. SS 79-18, as recorded under King County Recording No. 7908270637, in King County, Washington, situated in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 25 N, Range 5 E, W.M. in King County, WA.

Commencing at the Northwest Corner of said Lot 2; thence along the North line of said Lot 2, S 89°35'54" E a distance of 377.77 feet to the TRUE POINT OF BEGINNING of the herein described tract; thence S 89°35'54" E a distance of 407.21 feet to the Northeast Corner of said Lot 2; thence S 01°08'46" W a distance of 366.85 feet to the Southeast Corner of said Lot 2; thence along the South line of said Lot 2, S 89°59'30" W a distance of 402.13 feet; thence leaving said South line, N 00°21'07" E a distance of 369.70 feet to the True Point of Beginning.

The above-described tract contains 3.42 acres more or less.

EXHIBIT B

**ILLUSTRATION OF EXISTING PARKING GARAGE AND COMMUTER PARKING
FACILITIES**

(Omitted for recording purposes; copies on file with the Parties)

Public Commuter Parking Easement
The Village at Overlake Station
Redmond, WA

EXHIBIT C

**MEMORANDUM OF OPERATIONS AND MAINTENANCE AGREEMENT FOR
COMMUTER FACILITIES AT THE VILLAGE AT OVERLAKE STATION**

Memorandum of Operations and Maintenance Agreement for Commuter Facilities at the Village at Overlake Station

- 1. On _____, 202__, King County (“County”) and the King County Housing Authority (“KCHA”) executed an Operations and Maintenance Agreement for Commuter Facilities ("Operations Agreement") relating to certain commuter facilities (the “Commuter Facilities”) at County-owned and KCHA-owned properties located in Redmond, Washington, in connection with KCHA’s grant to the County of the easement (the “Easement”) to which this Memorandum is attached which Easement will be recorded against the KCHA Property, legally described in Exhibit A hereto.
- 2. The purpose of the Operations Agreement is to supplement the Easement 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 of the Commuter Facilities over time.
- 3. The Operations Agreement shall be in effect as of its execution and shall remain in effect throughout the duration of the Easement, subject to amendment by the mutual agreement of the Parties as set forth more fully in the Operations Agreement.
- 4. Copies of the executed Operations Agreement are on file with King County and KCHA at the following addresses:

King County:	KCHA:
Director's Office Capital Division King County Metro Transit Department 201 S. Jackson St. Seattle, WA 98104	CEO and President King County Housing Authority 600 Andover Park West Tukwila, Washington 98188

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TEXT OF MEMORANDUM CONTINUES ON NEXT PAGE

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5. This memorandum is solely for the purpose of giving constructive notice of the Operations Agreement. In the event of a conflict between the terms of the Operations Agreement and this memorandum, the terms of the Operations Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

KING COUNTY, a political subdivision of the State of Washington By _____ Name _____ Its _____	KING COUNTY HOUSING AUTHORITY, a Washington public body, municipal and corporate By _____ Name _____ Its _____
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EXHIBIT E

**OPERATIONS AND MAINTENANCE AGREEMENT FOR KCHA COMMUTER
PARKING FACILITIES AT OVERLAKE VILLAGE**

[Insert copy of O&M Agreement]

OPERATIONS AND MAINTENANCE AGREEMENT FOR COMMUTER FACILITIES AT THE VILLAGE AT OVERLAKE STATION

1. Background; Revisions.

- 1.1 This Operations and Maintenance Agreement (the “Operations Agreement”) is executed by and between King County Housing Authority (“KCHA”), a public body corporate and politic, and King County, a home-rule charter county and political subdivision of the State of Washington, by and through its Metro Transit Department (“County”), effective as of the date last signed below. KCHA and the County are sometimes referred to herein individually as a “Party” and together as the “Parties.”
- 1.2 The purpose of this Operations Agreement is to establish a common understanding between KCHA and the County regarding obligations to operate and maintain certain commuter parking facilities at the Village at Overlake Station Transit-Oriented Development, located at 2580 152nd Ave NE, Redmond, WA 98052, Assessor’s Parcel 8944420020 (the “KCHA Property” or “Village at Overlake Station”) and the adjoining bus loop and commuter loading area located at 2576 152nd Ave NE, Redmond, WA 98052, Assessor’s Parcel 8944420010 (the “County Property”).
- 1.3 The Village at Overlake Station is owned by KCHA and subject to a recorded easement (the “Easement”) in favor of the County for not less than 150 commuter parking stalls to be made available as further described in this Operations Agreement. Among other things, the Easement requires KCHA to operate and maintain a minimum of 150 commuter parking stalls on the KCHA Property in perpetuity, at KCHA’s sole cost and expense. A memorandum of this Operations Agreement was recorded as Exhibit C to the Easement.
- 1.4 The Easement is a “floating” easement burdening the entire KCHA Property, without a specific legal description or metes and bounds location, such that over time KCHA may relocate or revise the location of the 150 commuter parking stalls on the KCHA Property, as all set forth in more detail in the Easement. At the present time, the 150 commuter parking stalls are located on the ground floor in an existing garage built on the KCHA Property and owned, operated, and maintained by KCHA. The existing parking stall layout is illustrated in Exhibit 1 to this Operations Agreement. Those parking stalls, together with all of the other commuter parking-related improvements and betterments, including but not limited to related drive lanes, ingress and egress, lighting, and other systems located on the KCHA Property, constitute the “Commuter Parking Facilities.”

The County Property consists of the real and personal property located thereon including but not limited to the landscaping, metal sculptures, sidewalk and certain commuter-related improvements which are collectively referred to as the “Additional Transit Facilities.” The Additional Transit Facilities specifically include the sloped metal roof attached to the KCHA Property, the stairs from the passenger loading area into the existing garage, and the related transit-related facilities on, in and above the County Property (including uplighting, benches, signage and fencing). The KCHA Property

includes a bus driver comfort station/restroom (“Comfort Station”) located within the garage which is dedicated for the sole use by County bus drivers and staff and is maintained solely by the County. For purposes of this Agreement, the Comfort Station shall be deemed to be part of the Additional Transit Facilities. The Commuter Parking Facilities and the County Property are the subject of this Operations Agreement. The Parties intend to maintain the Commuter Parking Facilities and the County Property in a first-class order, condition and repair that continues the viability of those facilities for their intended purposes.

- 1.5 This Operations Agreement outlines KCHA’s primary operations and maintenance obligations with respect to the Commuter Parking Facilities currently located on the lower level in KCHA’s existing garage on the KCHA Property and the County’s primary operations and maintenance obligations with respect to the County Property. No Commuter Parking Facilities are currently located outside of the lower level of the existing garage nor on the upper level of the existing garage. If, in the future, KCHA elects to relocate the Commuter Parking Facilities, whether within the existing garage or to a new location on the Property, then the Parties will negotiate to revise and update this Operations Agreement if and to the extent needed, to reflect such new arrangement and any additional or revised operations and maintenance requirements as may be required to maintain those relocated or revised Commuter Parking Facilities in a state of good repair.
- 1.6 The Parties may also negotiate to update or revise this Operations Agreement from time to time in response to other business considerations, to reflect changes in commuter parking needs or demands, or to address changes in the Federal standards or transit industry practices that establish what constitutes a state of good repair.
- 1.7 Any revisions, amendments, or updates to this Operations Agreement, whether in furtherance of Section 1.5, or Section 1.6, or otherwise, shall be made in writing by mutual agreement of the Parties, and on no other basis. If the Parties are unable to reach agreement on a proposed revision, then the dispute resolution process set forth in Section 6 shall apply.

2. Commuter Parking Facilities; Enforcement of Parking Restrictions; Safety and Security; Signage.

- 2.1 As described in Section 1.3 and illustrated in Exhibit 1, the Commuter Parking Facilities include one hundred and fifty (150) parking stalls on the lower level of the existing parking structure, together with the drive lanes, ingress and egress, lighting, and other systems necessary to support the safe and reasonable use of those parking stalls for commuter parking purposes. These 150 parking stalls shall be available for the exclusive use of off-site park & ride commuters, and no other users, for an eight (8) hour period beginning at 5:00 a.m. and ending at 1:00 p.m. on Monday through Friday where such weekday is not a legal holiday (the “Designated Stalls”). These 150 Designated Stalls shall be marked to indicate such usage and restrictions. The remaining one hundred (100) stalls in the lower level of the existing garage, as well as the Designated Stalls outside of the Designated Stall’s exclusive use period, shall be available for shared use by off-site

park & ride commuters and by Village at Overlake Station residents, visitors and their guests on a first-come, first-served basis.

- 2.2 KCHA shall reasonably ensure that all parking stalls are being appropriately used. KCHA will accomplish this with use of warning signs, patrol, and observation, or other means necessary to monitor parking compliance. Unauthorized vehicles parked in the Designated Stalls within the restricted hours shall be subject to impoundment by KCHA. A maximum of two ticketed warnings shall be allowed before impoundment. If KCHA fails to impound improperly parked vehicles, then the County may have such vehicles impounded at the vehicle owner's expense. KCHA shall hold harmless, indemnify, and defend the County against and all complaints, lawsuits, claims, damages, costs, and expenses, arising out of or relating to towing of vehicles from the Property, including but not limited to towing of vehicles from the Commuter Parking Facilities.
- 2.3 As between the Parties, KCHA shall be solely responsible for safety and security on the KCHA Property, including in connection with the Commuter Parking Facilities and the County shall be solely responsible for safety and security at the County Property. Each Party shall take all reasonable steps to ensure the safety and security of off-site park & ride commuters and other garage users and vehicles in or on their respective sites. Each Party shall immediately investigate and report to the Redmond Police any and all major incidents concerning the personal security and safety of transit customers on their respective sites, and shall notify the King County Chief of Transit Police of any major incident within 24 hours. Major incidents include, but are not limited to, the following:
1. Homicide
 2. Rape
 3. Arson
 4. Assault and/or Battery
 5. Robbery
 6. Major Vandalism
 7. Bomb threats
 8. Auto theft
 9. Hate crime offenses
 10. Any other serious injury
- 2.4 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 all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements under Title III of the ADA ("Title III") pertaining to business operations, accessibility and barrier removal, and that such requirements may be unclear and may or may not apply to the Commuter Parking Facilities and the County Property depending on, among other things: (1) whether each is deemed a "place of public

accommodation" or a "commercial facility," (2) whether compliance with such requirements is "readily achievable" or "technically infeasible," and (3) whether a given alteration affects a "primary function area" or triggers so-called "path of travel" requirements. The Parties acknowledge and agree that each Party shall be individually and solely responsible for ensuring ADA compliance as it relates to their separate property.

- 2.5 Each Party agrees to immediately notify the other Party of any material hazardous substance spills that occur or are detected on its site. The Parties shall establish points of contact available 24 hours a day, 7 days a week for communications regarding hazardous substance spills. As between the Parties, 1) KCHA shall be obligated to respond to, and to clean up, all hazardous substance spills on or at the Commuter Parking Facilities, including any such spills arising out of or relating to off-site commuter use of the Commuter Parking Facilities for park-and-ride purposes or other related uses; and 2) the County shall be obligated to respond to, and to clean up, all hazardous substance spills on or at the County Property. The duties under this Section 2.5 are in addition to, and do not reduce or alter, a Party's duties under separate easements agreed to between the Parties.
- 2.6 As between the Parties, i) KCHA shall maintain all exterior and interior signage relating to the Commuter Parking Facilities, and shall be responsible to manufacture and replace any related lost, stolen, removed, or damaged signs, and ii) the County shall maintain all signage relating to the County Property, and shall be responsible to manufacture and replace any related lost, stolen, removed, or damaged signs. KCHA may request that the County manufacture any replacement signs and the Parties may separately contract for the County to do so at KCHA's sole cost and expense, at the County's then-applicable "fully loaded" rate for labor and materials.
- 2.7 KCHA shall maintain the existing monument sign and related ornamental landscaping located at the 152nd NE street entrance to the Village at Overlake Station. KCHA may place directional and promotional signage as necessary within the County Property, subject to negotiation by the Parties and provided that installation and placement of such signage does not interfere with the County's transit operations. If KCHA fails to maintain any signage or ornamental landscaping addressed under this Section 2.7, then the County shall provide KCHA with notice of such deficiency and an opportunity to cure. If KCHA fails to timely cure or to commence to cure such deficiency, then the County may cure the deficiency and charge KCHA for all necessary costs at the County's then-applicable "fully loaded" rate for labor and materials; and upon receipt of the County's invoice for such costs KCHA shall promptly pay the same.

3. KCHA's General Operations and Maintenance Obligations.

- 3.1 As between the Parties, KCHA is solely responsible for the management, operations, maintenance, and repair of the Commuter Parking Facilities, except as specifically set forth in this Operations Agreement. As between the Parties, all costs and expenses associated with the Commuter Parking Facilities or any replacement or relocated facilities shall be borne by KCHA.

- 3.2 KCHA shall supervise the daily operation of the Commuter Parking Facilities. These obligations include, but are not limited to:
- A. Enforcement of rules regarding park & ride and residential parking stall use, consistent with Section 2 of this Operations Agreement and the Easement;
 - B. Enforcement of ADA stall use;
 - C. Removal of blocking vehicles;
 - D. Removal of abandoned vehicles;
 - E. Monitoring the garage for persons who have no legitimate purpose in the facility;
 - F. Responding to personal injuries and property damage reported or observed in the parking garage; and
 - G. Maintaining the Commuter Parking Facilities in a state of good repair, including but not limited to the duties and tasks set forth in this Operations Agreement.
- 3.3 KCHA shall regulate and monitor parking for the entire Property. If requested by the County, KCHA will prepare a parking utilization report (but not more often than once every six months) and provide it to the County. The data and information to be collected by KCHA should include but not be limited to: Actual parking demand for tenant vehicles and off-site park and ride vehicles; reported violations; towing activities; safety incidents; maintenance issues; etc.
- 3.4 Without limiting KCHA's duties under any of the foregoing subsections of this Section 3, the County shall have the right to inspect and monitor the Commuter Parking Facilities for the County's own purposes, including but not limited to: Assess KCHA's performance under this Operations Agreement; monitor park & ride commuter use of the Commuter Parking Facilities; and to evaluate the Commuter Parking Facilities for compliance with state of good repair requirements. The County may inspect the Commuter Parking Facilities with or without notice to KCHA; provided, that except in the event of an emergency, the County shall not inspect the Commuter Parking Facilities on any legal holiday. In the event of an emergency the County may inspect the Commuter Parking Facilities at any time in the County's sole discretion, provided that the County shall notify KCHA of such emergency inspection at the County's earliest opportunity.
4. **Maintenance Schedule and Tasks.**
- 4.1 As between the Parties, and without limiting the other provisions of this Operations Agreement, KCHA shall adopt and continue in effect at all times a maintenance, repair and replacement schedule for the Commuter Parking Facilities that will meet all applicable standards, rules, regulations, and underwriting requirements, which schedule shall be at least as prescriptive as Schedule 1 attached hereto. If the County becomes aware of a condition involving damage to the parking structure or the other Commuter Parking Facilities, or if a concern arises regarding safety of off-site park & ride commuters with regard to the parking structure or the other Commuter Parking Facilities, and which reasonably requires repair, then the County will notify KCHA of such

condition and request a repair. If, within ten (10) business days of such notice, KCHA fails to respond or effect such repairs or maintenance as will correct the condition and then continues to fail to respond or effect such repairs or maintenance within ten (10) business days after a second such notice, then the County will have the right to implement such repairs and obtain reimbursement from KCHA for all costs and expenses of the same.

- 4.2 The Parties' Designated Representatives may revise or update Schedule 1 or 2 from time to time in writing by mutual agreement. If the Parties are unable to agree on proposed revisions or updates to Schedule 1 or 2 in the ordinary course of business, then they shall engage in the dispute resolution process under Section 6.9 of this Operations Agreement.

5. County's Operations and Maintenance Obligations.

As between the Parties, the County is solely responsible for the management, operations, maintenance, and repair of the County Property, including the Additional Transit Facilities, in a first class order, condition and repair that continues its viability for its intended purpose, except as specifically set forth in this Operations Agreement. As between the Parties, all costs and expenses associated with the County Property, or any replacement facilities, shall be borne by the County. Without limiting the other provisions of this Operations Agreement, the County shall continue in effect at all times a maintenance, repair and replacement schedule for the County Property that shall be at least as prescriptive as Schedule 2 attached hereto. If a condition involving the maintenance or operation of the Overlake Transit Center or Additional Transit Facilities arises which reasonably requires repair or maintenance, KCHA will provide the County notice of such condition and a request for repair or maintenance. If, within ten (10) business days of such notice, the County fails to respond or effect such repairs or maintenance as will correct the condition and then continues to fail to respond or effect such repairs or maintenance within ten (10) business days after a second such notice, then KCHA will have the right to effect such repairs or maintenance and obtain reimbursement from the County for the cost of same. Costs associated with the operations, maintenance and repair of any joint use utilities will be allocated appropriately.

The County shall furnish all labor, equipment and supplies necessary for the proper performance of the maintenance service and may procure these services from a third party vendor specializing in facilities maintenance. Scope of work is set out in Schedule 2.

The County shall reasonably supervise the County Property. These obligations include, but are not limited to:

- A. Insuring safe and appropriate use of the County Property.
- B. Responding to citizen and transit user concerns and complaints regarding transit services, or the use or condition of the County Property, specifically including the Additional Facilities.
- C. Preventing and responding to personal or properties injuries or threats to public safety

that may or actually occur in the County Property.

The County shall cooperate to minimize the impacts of transit operations in and around the County Property, such as noise and air pollution from buses that may adversely affect housing residents' peaceful enjoyment of the KCHA Property.

6. Administration

6.1 Amendment and Revision Process.

As provided in Section 1.7, this Operations Agreement may be amended by mutual agreement of the Parties. If the Parties are unable to agree on proposed amendments to this Operations Agreement in the ordinary course of business, then they shall engage in the dispute resolution process under Section 6.9 of this Operations Agreement.

6.2. Indemnity

6.2.1 Each Party shall indemnify, defend, and save harmless the other Party and its officers, agents, employees, successors, and assigns, from and against any and all liability, including any and all suits, claims, actions, administrative proceedings, losses, costs, penalties, response costs, attorneys' fees, expert witness fees, injuries, or damages of whatsoever kind or nature (collectively, "claims"), arising out of or relating to: (i) the indemnifying Party's performance of, or failure to perform, its duties and obligations under this Operations Agreement; and (ii) the indemnifying Party's negligent or intentional acts or omissions in connection with this Operations Agreement, or its property. An indemnifying Party's obligations under this Section 6.2.1 includes the duty to promptly accept tender of defense and to provide defense to the indemnified Party at its own expense for any claim covered by this Section 6.2.1.

6.2.2 The indemnification in Section 6.2.1 is specifically and expressly intended to include, but is not limited to, all claims against the indemnified Party by the indemnifying Party's respective employees, former employees, consultants, contractors, or subcontractors; and the indemnifying Party expressly waives, as respect the indemnified Party only, all immunity and limitation on liability under any industrial insurance act including Title 51 RCW, to the extent necessary to provide the other Party with a complete indemnity for the actions of the indemnifying Party's officers, agents, employees, consultants, contractors, subcontractors or any of their respective officers, agents or employees. This indemnification has been the subject of specific negotiation between the Parties.

6.2.3 In the event it is determined that R.C.W. 4.24.115 applies to this Operations Agreement or activities contemplated herein, the indemnifying Party agrees to defend, hold harmless, and indemnify the indemnified Party to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the indemnified Party to the full extent of the indemnifying Party's negligence.

6.2.4 If the indemnified Party incurs attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 6.2 and is successful in enforcing the provisions of this Section 6.2,

then all such fees, expenses, and costs shall be recoverable from the indemnifying Party.

6.3. Environmental.

Environmental matters are addressed in Section 4 of the Easement, which section is incorporated by this reference as if fully set forth herein. KCHA's hazardous materials obligations under this Operations Agreement are in addition to, and do not reduce or alter, KCHA's environmental obligations under Section 4 of the Easement.

6.4 Insurance

- a. These insurance requirements are intended to supplement, and not to replace, the insurance requirements set forth in Article C.5 of the Easement. If there is any conflict or ambiguity as between these insurance requirements and those set forth in Article C.5 of the Easement, then Article C.5 shall control.
- b. KCHA shall procure and maintain, for the duration of this Operations Agreement, insurance or coverage against claims for injuries to persons or damages to property which may arise from or in connection with any and all uses of the parking garage, the Commuter Parking Facilities, or the acts or omissions of KCHA, its agents, representatives, employees, contractors and/or subcontractors, residents, and off-site park-and-ride commuter users.
- c. By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to KCHA. KCHA shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- d. 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 or this Operations Agreement.
- e. For All Coverages: The cost of such insurance shall be paid by KCHA. Each insurance policy shall be written on an "Occurrence Form."
- f. Minimum Scope and Limits of Insurance: Coverage shall be at least as broad as:
 - i. General Liability: Insurance Services Office form number CG 0001 (Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY. KCHA 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.
- g. Deductibles and Self-Insured Retentions: The deductible and/or self-insured retention of the policies shall not limit or apply to KCHA's liability to King County and shall be the sole responsibility of KCHA.
- h. Other Insurance Provisions: The insurance policies required in this Operations Agreement are to contain, or be endorsed to contain the following provisions:
 - i. All Liability policies except Workers Compensation:
 - (A) King 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 KCHA in connection with this Operations Agreement, but specifically excluding the acts or omissions of King County officers, officials, employees and agents in the parking garage or in or on the Commuter Parking Facilities.
 - (B) Insurance coverage shall be primary insurance as respects King County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by King County, its officers, officials, employees or agents should not contribute with KCHA's insurance or benefit KCHA in any way.
 - (C) KCHA'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 Operations Agreement, unless forty-five (45) days prior notice, return receipt requested, has been given to King County.
- i. Acceptability of Insurers: Unless otherwise approved by King 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.
- j. Verification of Coverage: KCHA shall furnish KCHA with certificates of insurance and

endorsements required by this Operations Agreement. King County reserves the right to require complete, certified copies of all required insurance policies at any time.

- k. Municipal or State Agency Provision: If KCHA is self-insured for any of the above insurance requirements, then a valid certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

6.5. Taxes.

As between the Parties, KCHA shall be solely responsible for all taxes, fees, and charges arising out of or relating to the Property, including without limitation the existing parking garage and the Commuter Parking Facilities, except for such taxes, fees, and charges as may separately accrue to the County in connection with the Easement or the County Property. Each Party shall pay on a current basis all taxes or assessments, if any, levied on its activities and property in connection with this Operations Agreement; provided, however, that nothing contained herein shall modify such Party's right to contest any such tax, nor shall it be deemed to be in default as long as it shall, in good faith, be contesting the validity or amount of any such taxes.

6.6. Notice.

- a. Any and all notices or other communications required or permitted to be given under any of the provisions of this Easement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier, or two (2) days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. A courtesy copy may be sent by email to the Parties' respective designated representatives, but such email copy shall not constitute official notice for purposes of this Section 6.6. The Parties may also agree to give and receive notice by email or other electronic means; provided that if a Party disputes delivery or receipt of an electronic notice then that Party shall bear the burden of proving that the notice was not delivered or received.
- b. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as the Parties may specify by notice and given as provided herein:

If to the COUNTY: King County Metro
201 South Jackson Street, KSC-TR-0431
Seattle, WA 98104
Attn: Real Estate

With a copy to: Manager, Real Estate Services
401 5th Avenue, Suite 930
Seattle, WA 98104

If to KCHA: President and CEO
600 Andover Park West
Tukwila, WA 98188

With copies to:

SVP of Development and Asset Management; and
SVP of Asset Management

6.7 Designated Representatives

Each Party shall designate a representative to be its primary point of contact for administration of this Operations Agreement, including the initial steps of Dispute Resolution under Section 6.9. The Parties may change their designated representative from time to time by giving notice consistent with Section 6.6 above. The Parties' initial designated representative are as follows:

For King County: Adé Franklin, Director of Metro Facilities Maintenance Division

For KCHA: Tim Walter, SVP of Development and Asset Management

6.8 Annual Meeting and Review

During the first five years that this Operations Agreement is in effect, the Parties' designated representatives shall meet at least once per year to discuss the Commuter Parking Facilities, to review this Operations Agreement and the Schedules, and to update or revise this Operations Agreement and the Schedules as needed. The meeting may be in person, or by such electronic means as the designated representatives deem appropriate. After the first five year-period, the Parties shall meet on such basis as they may deem appropriate.

6.9 Dispute Resolution

- a. If the Parties' designated representatives cannot timely resolve a dispute under this Operations Agreement, then the following dispute resolution process shall apply:

STEP ONE. KCHA's designated representative and the County's Metro Transit Capital Division Manager or their designees shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either Party.

STEP TWO. In the event KCHA's designated representative and the County's or their designees are unable to resolve the dispute within ten (10) business days as provided in Step One, either Party may refer the dispute to KCHA's Chief Executive Officer and the County's Metro Transit Department General Manager or their respective designees. They shall confer and attempt to resolve the dispute within five (5) business days of receiving the referral.

- b. If the Parties are unable to resolve the dispute utilizing the process set forth in Steps One through Two above, the Parties may, by agreement, choose to submit the matter to a non-binding mediator. The Parties shall share equally in the cost of the mediator. Neither Party shall have the right to seek relief in a court of law until and unless Steps 1 and 2 above are exhausted.
- c. At all times during the course of such conflict or dispute resolution efforts, each Party shall continue to diligently perform its then-existing responsibilities under this Operations Agreement.
- d. If, at any time during the dispute resolution process, a Party fails to timely respond within twenty (20) business days to a formal dispute resolution notice from the other Party, then the nonresponding Party shall be conclusively deemed to have consented to the notifying Party's proposed resolution of the dispute; provided, that if the notifying Party knows or should have known that the nonresponsive Party did not receive the notice in question, then this conclusion shall not apply.

7. GENERAL CONDITIONS

7.1 Powers of King County or KCHA.

Nothing contained in this Operations Agreement shall be considered or interpreted to diminish the governmental or police powers of King County or the King County Housing Authority.

7.2 Non-Waiver.

The failure of either Party to enforce any provision of this Operations 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 Operations Agreement.

7.3. Legal Relations.

Nothing contained herein shall make, or be deemed to make, King County or KCHA a partner of one another, and this Operations Agreement shall not be construed as creating a partnership or joint venture. This Operations Agreement shall create no right, duty, or cause of action in any person or entity not a party to it.

7.4. Washington Law Controlling; Where Actions Brought; Attorney Fees and Costs.

This Operations 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 Operations Agreement shall be brought in King County Superior Court, King County, Washington. If either Party brings an action to enforce the terms of this Operations 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.

7.5. Section Headings.

The section headings contained herein are only for convenience and reference and are not intended to be a part of this Operations Agreement or in any manner to define, limit, or describe the scope or intent of this Operations Agreement or the particular sections to which they refer.

7.6. Singular and Plural.

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

7.7. Interpretation.

The County and KCHA have each been represented by legal counsel in connection with the negotiation, execution and delivery of this Operations Agreement. Each of the provisions of this Operations 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 Operations 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 Operations Agreement.

7.8. Severability.

If a court of competent jurisdiction determines that any provision of this Operations 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 Operations 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.

7.9. Counterparts.

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

7.10. Nondiscrimination.

With respect to the Parties' rights and obligations under this Operations Agreement, the County and KCHA shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the

administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. The County and KCHA shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this Section 7.10 shall be considered a default of this Easement.

7.11. Easement Unaffected; Order of Precedence.

All capitalized terms used in this Operations Agreement and not specifically defined herein shall have the meaning or meanings given to them in the Easement. If there is any conflict or ambiguity between this Operations Agreement and the Easement, then the Easement shall control. If there is any conflict or ambiguity between this Operations Agreement and the Schedules attached hereto, this Operations Agreement shall control.

7.12 Exhibits.

The following exhibits or attachments are attached to this Operations Agreement:

- a. Exhibit 1, illustration of Commuter Parking Facilities
- b. Schedule 1, list of KCHA maintenance tasks and intervals
- c. Schedule 2, list of County maintenance tasks and intervals

EXECUTED by and between King County Housing Authority and King County effective as of the date last set forth below.

King County Housing Authority

King County

Date: _____

Date: _____

APPROVED FOR FORM:

Deputy Prosecuting Attorney

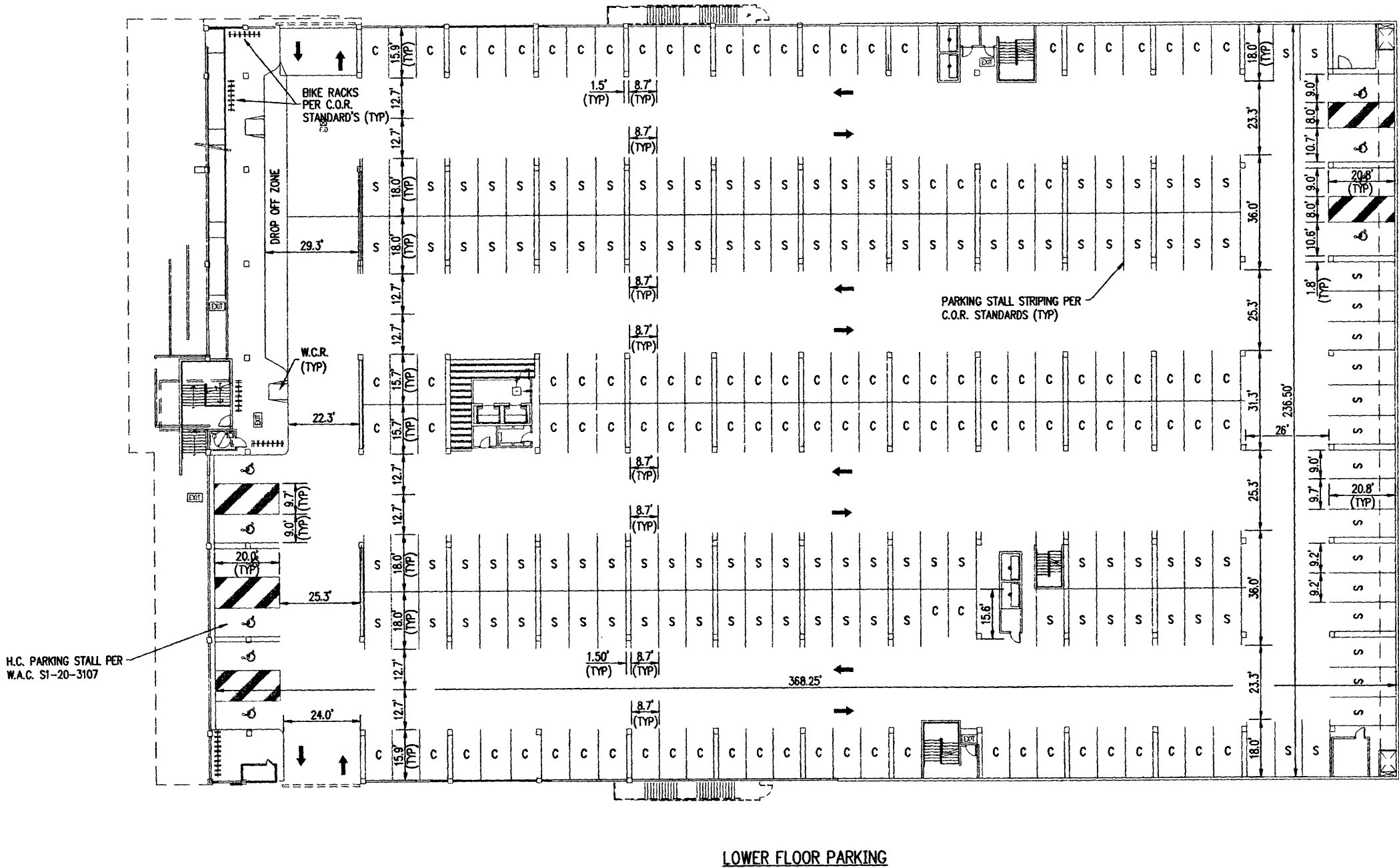
OPERATIONS AND MAINTENANCE AGREEMENT FOR KCHA COMMUTER PARKING
FACILITIES AT OVERLAKE VILLAGE

EXHIBIT 1

Illustration of Commuter Parking Facilities

[To be inserted]

NOTES:	JOB #	JOB NAME	FILE PATH & NAME	PLOTTED DATE & TIME	UPDATED BY/PLLOT SCALE	PCP' FILE	PLLOT VIEW
	99195.15	OVERLAKE TOD	X:\CIVIL H-P\OVERLAKE TOD (99195)\PERMIT DOCS\DESIGN\OPRPGK\GOLDW	MAR 10, 2000 14:52:22 PM	LEIFN	OPRPGCF	PLLOT
			XREFS: VELDEC, DRRDXTB, DRRXGL				



UNDERGROUND PARKING PLAN LEGEND

- C - COMPACT PARKING STALL
- S - STANDARD SIZE PARKING STALL
- WCR WHEEL CHAIR/CURB RAMP PER CITY STANDARD DETAIL No. 310.
- Handicap symbol HANDICAP STALL PER WAC 51-20-3107. WSDOT/APWA STD. PLAN F-3 FOR STRIPING AND SIGNAGE DETAILS. BUMPER CURB PER WSDOT/APWA STD. PLAN F-1. STALL DIMENSIONS PER PLAN.

PARKING TOTALS

STANDARD	129
COMPACT	115
HANDICAP	10
TOTAL	254

C.O.R. SPR FILE No. SPR 99-029

APPROVED FOR CONSTRUCTION

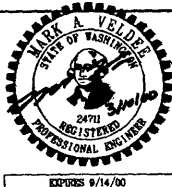
Carol Osborne Director Of Public Works City Of Redmond	Plan Chk Engr. For Sheet(s) Stm Drn Engr. Util Engr. Fire Engr. Trans Engr. Planning Dept.
Date: _____	

This approval is for the design only. These plans appear to be in conformance with the City Of Redmond design standards for construction. This approval shall not be construed as authorizing construction not in accordance with applicable City standards. The City reserves the right to require revisions to the approved plans to assure conformance with City Of Redmond design standards for construction at any time that it is discovered that the proposed construction does not otherwise meet the applicable construction standards. The owner is required to provide designs and plans in accordance with applicable City standards and assures that construction is accomplished in accordance with those standards. The owner and/or design engineer and/or developer, as the case may be, is required to make necessary approved field revisions to correct any errors or omissions found on the approved plan.

201095

CALL 48 HOURS
BEFORE YOU DIG
1-800-424-5555

NO.	DATE	BY	CHD.	APPR.	REVISION
	03/13/00				1ST SUBMITAL - PERMIT AND CONSTRUCTION PLANS



DRAWN BY	CDK	DATE	13MAR00
DESIGNED BY	ARS	DATE	13MAR00
CHECKED BY	TJ	DATE	13MAR00
APPROVED BY	MAV	DATE	13MAR00

SCALE:	HORIZ. 1" = 20'
VERT.	
JOB NO.:	99195.2

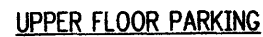
kptt Consulting Engineers
1201 Third Avenue, Suite 900
Seattle, Washington 98101
(206) 622-5822 Fax (206) 622-8130

OVERLAKE TRANSIT ORIENTED DEVELOPMENT
REDMOND, WASHINGTON

PERMIT AND CONSTRUCTION PLANS
UNDERGROUND PARKING PLAN (LOWER)

SHEET

C6.1

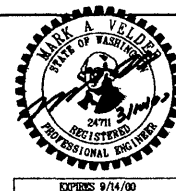


<u>PARKING TOTALS</u>	
STANDARD	126
COMPACT	108
HANDICAP	<u>11</u>
TOTAL	244

201096

**CALL 48 HOURS
BEFORE YOU DIG
1-800-424-5555**

	03/13/00				1ST SUBMITAL - PERMIT AND CONSTRUCTION PLANS
NO.	DATE	BY	CHD.	APPR.	REVISION



DRAWN BY CDK	DATE 13MAR00	SCALE:
DESIGNED BY ARS	13MAR00	HORIZ. 1" = 20'
CHECKED BY TJ	13MAR00	VERT.
APPROVED BY MAV	13MAR00	JOB NO.: 99195.2

SCALE:
HORIZ. 1" = 20'

0	VERT.
0	JOB NO.:
	99195.2

k p f f Consulting Engineers
1201 Third Avenue, Suite 900
Seattle, Washington 98101
(206) 622-5822 Fax (206) 622-8130

OVERLAKE TRANSIT ORIENTED DEVELOPMENT

REDMOND, WASHINGTON

PERMIT AND CONSTRUCTION PLANS
UNDERGROUND PARKING PLAN (UPPER)

SHEET

C6.2

OPERATIONS AND MAINTENANCE AGREEMENT FOR KCHA COMMUTER PARKING FACILITIES AT VILLAGE AT OVERLAKE STATION

SCHEDULE 1

Commuter Parking Facilities Minimum Maintenance Tasks and Intervals

1 Grounds.

- 1.1 Scope of work: General-- All commuter-related parking areas including surfaces, walls, railings, curbs, drive aisles, displays, signs, or other improvements, located in or on the Village at Overlake Station parking garage and its sidewalks, entrances, and exits associated with the Designated Spaces as defined in the Operations Agreement (collectively, the “Commuter Parking Facilities”) shall be well maintained and kept clean and free of all dirt, debris, contaminants and litter including papers, wrappers, containers, stickers, flyers, cigarette butts, food and beverage spills, graffiti, leaves and other material. Sweeping, pickup, and/or disposal of dirt, debris, contaminants, and litter within and around the Commuter Parking Facilities shall be performed five times per week or as needed to maintain a similarly clean facility.
- 1.2 Landscaped areas-- Any landscaped areas immediately adjacent to the Commuter Parking Facilities on the KCHA Property shall be kept free of weeds and covered annually with ground bark. Plantings, shrubs and ornamental trees immediately around the Commuter Parking Facilities on the KCHA Property shall be fertilized and pruned regularly but no less than annually. Dead or dying plantings, shrubs, and ornamental trees, once established, shall be replaced by KCHA.

2. Commuter Parking Facilities Maintenance.

- 2.1 KCHA shall furnish all labor, equipment and supplies necessary for the proper performance of Commuter Parking Facilities maintenance. Supplies include, but are not limited to, cleaners, detergents, floor polish, disinfectants, vacuum cleaners, dust cloths, wet and dry mops, waxes, buffing machines, plastic bags, graffiti removal agents, and trash can liners.
- 2.2 Immediate response scope of work: Offensive Graffiti shall be removed within 24 hours of it being reported or seen. For this purpose, “offensive graffiti” is defined as: Racially or ethnically derogatory words or markings; words generally considered profane or socially unacceptable; or pictures/drawings of an obscene nature.
- 2.3 Daily scope of work: the following shall be reviewed five times a week and performed, if and as needed to maintain a similarly clean facility.
 - Pick up all paper, cigarette butts, beverage containers, and other debris from floor of garage
 - Sweep floors as needed

- Sweep stairs and clean handrails
- Empty trash receptacles and replace liners
- Remove stickers, flyers and other unauthorized advertising, and graffiti from all surfaces including the exterior of building.
- Replace broken or burned out light fixtures.
- Remove accumulated snow, ice, and water in and around the garage and access areas as necessary. No chloride products shall be used.
- Replace broken, missing or damaged signs.

2.4 Weekly scope of work: the following shall be done on a weekly basis or as needed to maintain a similarly clean facility:

- Sweep the entire garage and/or hose clean
- Dust light fixtures, wash glass on security monitors

2.5 Twice annual scope of work: the following shall be done twice annually or as needed to maintain a similarly clean facility:

- Pressure wash or hose off food and beverage spills
- Pressure wash stairs
- Remove/clean grease and oil spills using spill kit.

2.6 Annual scope of work: the following shall be done on an annual basis or as needed to maintain a similarly clean facility:

- Wash all light fixtures
- Restripe parking stalls
- Repaint and maintain stall and traffic markings

OPERATIONS AND MAINTENANCE AGREEMENT FOR COUNTY PROPERTY, INCLUDING ADDITIONAL TRANSIT FACILITIES

SCHEDULE 2

Minimum Maintenance Tasks and Intervals

1 Grounds.

- 1.1 Scope of work: General-- All public spaces including surfaces, walls, railings, curbs, benches, streets, public art or other displays, signs, or other improvements, located in or on the County Property, Additional Transit Facilities and related sidewalks, entrances, and exits (collectively, the "County Commuter Facilities") shall be well maintained and kept clean and free of all dirt, debris, contaminants and litter including papers, wrappers, containers, stickers, flyers, cigarette butts, food and beverage spills, graffiti, leaves and other material. Sweeping, pickup, and/or disposal of dirt, debris, contaminants, and litter within and around the County Commuter Facilities shall be performed five times per week or as needed to maintain a similarly clean facility.
- 1.2 Landscaped areas-- Any landscaped areas on the County Property shall be kept free of weeds and covered annually with ground bark. Plantings, shrubs and ornamental trees within the County Property shall be fertilized and pruned regularly but no less than annually. Dead or dying plantings, shrubs, and ornamental trees, once established, shall be replaced by the County.

2 County Commuter Facilities Maintenance.

- 2.1 The County shall furnish all labor, equipment and supplies necessary for the proper performance of County Commuter Facilities maintenance and may procure these services from a third party vendor specializing in facilities maintenance. Supplies include, but are not limited to, cleaners, detergents, floor polish, disinfectants, vacuum cleaners, dust cloths, wet and dry mops, waxes, buffing machines, plastic bags, graffiti removal agents, and trash can liners.
- 2.2 Immediate response scope of work: Offensive or gang related graffiti and signs of vandalism shall be removed or repaired within 24 hours of it being reported or seen. For this purpose, "offensive graffiti" is defined as: Racially or ethnically derogatory words or markings; words generally considered profane or socially unacceptable; or pictures/drawings of an obscene nature.
- 2.3 Daily scope of work: the following shall be reviewed five times a week and performed, if and as needed to maintain a similarly clean facility.
- Pick up all paper, cigarette butts, beverage containers, and other debris.
 - Remove stickers, flyers and other unauthorized advertising, and graffiti from all surfaces including the exterior of building.

- Sweep and mop floors as needed.
- Dust and vacuum light and fan grills as needed.
- Clean exterior doors, stairs, and handrails.
- Remove food and beverage spills and gum.
- Empty trash receptacles and replace liners.
- Replace broken or burned out light fixtures.
- Remove accumulated snow, ice, and water in and around passenger loading areas as necessary. No chloride products shall be used.
- Replace broken, missing or damaged signs.

2.4 Weekly scope of work: the following shall be done on a weekly basis or as needed to maintain a similarly clean facility:

- Pressure wash or hose off food and beverage spills
- Dust light fixtures, wash glass on security monitors

2.5 Drivers' Comfort Station. The County is responsible for cleaning, maintaining and supplying the Drivers' Comfort Station.

2.6 Passenger Loading Area. The following shall be done quarterly or as needed to maintain a similarly clean facility:

- Clean and maintain all transit shelters and covered walkways including frames, footings, roofs, benches, panels/windcreens, lighting and railings.
- Maintain and clean all paved areas, including sweeping and litter pick-up at least five (5) times a week.
- Perform emergency repairs within the transit shelters and passenger loading area.

2.7 Information, Signage and Artwork

- Maintain and stock all transit information signage and receptacles and maintain public artwork consistent with 4Culture guidelines.

2.8 Monthly scope of work: the following shall be done quarterly or as needed to maintain a similarly clean facility:

- Transit Loop and Entrance Driveway shall be pressure washed and cleaned as necessary to remove dirt, leaves, grease and accumulated oil

2.9 Twice annual scope of work: the following shall be done twice annually or as needed to maintain a similarly clean facility:

- Pressure wash stairs
- Pressure wash off grease and oil.

2.10 Annual scope of work: the following shall be done on an annual basis or as needed to maintain a similarly clean facility:

- Wash all light fixtures

EXHIBIT F

Seller's Certification of Non-Foreign Status under Foreign Investment in Real Property Tax Act (26 U.S.C. 1445)

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in 26 CFR 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, 401 5th Avenue, CNK-ES-0930, Seattle, WA 98104.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this ____ day of _____, 20__.

King County, Transferor:

By: _____
Name: W. Drew Zimmerman
Title: Director, Facilities Management Division

EXHIBIT G.

RELEASE OF MEMORANDUM OF LEASE

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

King County Housing Authority
600 Andover Park West
Tukwila, WA 98188
Attn: Beth Pearson

**RELEASE OF MEMORANDUM OF LEASE
(VILLAGE AT OVERLAKE STATION)**

Releasor:	King County ("County") Housing Authority of the County of King ("KCHA")
Legal Description:	Lot 2, Village at Overlake Station Binding Site Plan, according to the plat thereof recorded in Vol. 219 of Plats, Page 53-56, in King County Washington
Assessor's Tax Parcel Number:	894442-0020-08
Reference Number of Document Released:	20000717001193, 20040319001422 and 20040319001423

This Release of Memorandum of Lease ("Release") relates to a certain Memorandum of Lease (the "Memorandum") providing public notice of a Ground Lease dated July 7, 2000 between the King County and KCHA, which Memorandum was recorded on July 17, 2000 as Document No. 20000717001193 in the King County Public Records. Such lease was amended by First Amendment to Ground Lease dated December 23, 2003, notice of which was recorded on March 19, 2004 as Document 20040319001422 and by Second Amendment to Ground Lease dated March 19, 2004, notice of which was recorded on March 19, 2004 as Document 20040319001423. The Memorandum, as amended, relates to property located in Seattle, WA and described above.

WHEREAS, the Lease between the parties has been terminated, and all obligations have been satisfied.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the undersigned has caused this Release to be signed by its duly authorized representatives for purposes of recording in the public records.

KING COUNTY, a political subdivision of the State of Washington

By: _____
Name: _____
Title: _____

APPROVED FOR FORM:

Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____,
to me known to be the _____ of **King County**, the entity
that executed the within and foregoing instrument, and acknowledged the said instrument to be
the free and voluntary act and deed of **King County**, for the uses and purposes therein
mentioned, and on oath stated that he/she was authorized to execute the said instrument.

Dated: _____.



Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

HOUSING AUTHORITY OF THE COUNTY OF KING, a public body corporate and politic of the State of Washington

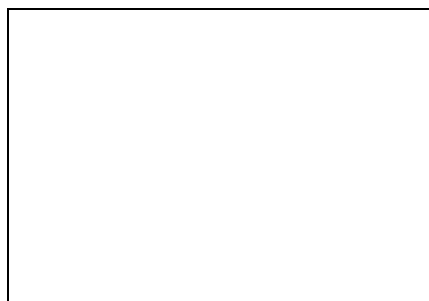
By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me

_____, to me known to be the _____ of **Housing Authority of the County of King**, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of **Housing Authority of the County of King**, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

Dated: _____.



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT H

ACCESS AND UTILITIES EASEMENT

After recording, return to:

King County Real Estate Services
401 5th Avenue, Suite 930
Seattle, WA 98104

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)	
Easement Agreement	
Reference Number(s) of Documents released:	
Grantor: King County	
Grantee: Housing Authority of the County of King	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)	
Additional legal is on Exhibit C of document.	
Assessor's Property Tax Parcel/Account Number	Y Assessor Tax # not yet assigned
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

EASEMENT AGREEMENT FOR ACCESS AND UTILITIES

This Easement Agreement for Access and Utilities (“Agreement” or “Easement”) is executed by and between King County, a home rule charter county and political subdivision acting by and through its Metro Transit Department (the “County”) and the Housing Authority of the County of King, a public body corporate and politic formed under the laws of the State of Washington (“KCHA”). The County and KCHA are referred to jointly herein as together as the “Parties” and individually as a “Party.”

RECITALS

A. The County is the fee owner of real property, identified as Tax Parcel Number #8944420010 and legally described in Exhibit B attached hereto, on which is located a bus loop and commuter loading area transit-related facilities (such real and personal property is collectively referred to as the “County Property”).

B. Pursuant to that certain Ground Lease dated as of July 7, 2000 from the County to KCHA, as amended by First Amendment to Ground Lease dated as of December 23, 2003 and Second Amendment to Ground Lease dated March 19, 2004 (as amended, the Ground Lease), the County ground leased to KCHA certain real property for residential development in Redmond, WA, which property is identified as Tax Parcel Number #8944420020 and legally described in Exhibit A attached hereto (the “KCHA Property”).

C. The County Property is located west of and immediately adjacent to the KCHA Property and provides the sole means of public access for residents and invitees of the KCHA Property and members of the public using commuter parking in the garage on the KCHA Property. For this purpose, the County Property was burdened by and the KCHA Property is benefited by an existing ingress and egress easement (the “Prior Easement”) over, under and across the northerly 60.01 feet of the County Property as described in the Second Amendment to Ground Lease.

D. In connection with the County’s conveyance of fee title to the KCHA Property and the parties’ termination of the Ground Lease, including the Prior Easement, the Parties desire to replace the Prior Easement with a new easement referred to herein as the “Easement” serving the same purpose of the Prior Easement and containing additional terms and conditions as described here.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in furtherance of the fee-title conveyance transaction described in Recital D, the Parties agree as follows:

1. Incorporation of Recitals. The Recitals are hereby incorporated by reference and made a part of the terms of this Agreement.
2. Termination of Prior Easement. The Prior Easement is hereby terminated and no longer in force or effect.
3. Access and Utility Easement.
 - 3.1. Grant. The County hereby grants to KCHA, its successors and assigns, a perpetual non-exclusive private easement, referred to hereinafter as the “Easement,” over, under and across that portion of the County Property legally described in Exhibit C attached hereto (the “Easement Area”) which easement is appurtenant to and benefits the KCHA Property.
 - 3.2. No Representations. KCHA acknowledges and agrees that, except as otherwise expressly set forth herein, the County has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of as to, concerning, or with respect to:
 - a. The value, nature, quality, or condition of the Easement Area, including, without limitation, the water, soil, and geology;
 - b. The income, if any, to be derived from the Easement Area;
 - c. The suitability of the Easement Area for any and all activities or uses which KCHA or anyone else may conduct thereon;
 - d. The compliance of or by the Easement Area or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body;
 - e. The Easement Area’s habitability, merchantability, marketability, profitability, or fitness for a particular purpose;
 - f. The manner or quality of the construction or materials, if any, incorporated into the Easement Area; or
 - g. Any other matter with respect to the Easement Area; and KCHA specifically acknowledges and agrees that the County has not made, does not make, and specifically disclaims any representations regarding compliance with any environmental protection,

pollution, zoning or land use laws, rules, regulations, orders, or requirements, including the existence in, on, or adjacent to the Easement Area of Hazardous Substances as defined in Section 13.15 of this Easement.

- 3.3. As Is Condition. KCHA further acknowledges and agrees that, having been given the opportunity to inspect the Easement Area, KCHA is relying solely on its own investigation of the Easement Area and not on any information provided or to be provided by the County. KCHA further acknowledges and agrees that any information provided or to be provided by the County with respect to the Easement Area was obtained from a variety of sources and that the County has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. KCHA further acknowledges and agrees that the County is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Easement Area, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person, and, to the maximum extent permitted by law, the use of the Easement Area as provided for herein is made on an “AS-IS” condition and basis with all faults, without any obligation on the part of the County to make any changes, improvements, or to incur any expenses whatsoever for the maintenance or repair of the Easement Area.
- 3.4. Maintenance of the County Property. The County shall, at its sole cost and expense, maintain the County Property and the “Additional Transit Facilities” (which are defined in the Operations Agreement, attached hereto as Exhibit D and incorporated by this reference) and every part thereof in accordance with the provisions set forth in the Operations Agreement.
- 3.5. Use. KCHA, its employees, tenants, contractors, agents, invitees, successors and assigns shall have the non-exclusive right of access over, across, through and under the Easement Area for the purpose of: (a) ingress and egress to and from the KCHA Property over existing and future roads, and (b) inspecting, installing, constructing, repairing, protecting, operating and maintaining utility lines necessary or desirable for the operation of the KCHA Property, including but not limited to gas, electric, telecommunication, water lines, sewer lines, stormwater lines (but not stormwater detention facilities), underground conduits, mains, cables, and wires with necessary facilities and other equipment for the purpose of serving the KCHA Property with utilities, with removal and replacement of same at will. KCHA shall have the right to cut and to keep clear, without payment of damages, all trees, limbs, brush, native growth or foliage and other obstructions that may, in KCHA’s opinion, endanger, hinder or

conflict with the exercise of its rights under this Easement. The Easement Area shall not be used by KCHA or the County for parking. If any vehicle is parked in the Easement Area, KCHA and the County are each entitled to remove the vehicle. The exercise of any rights under this Agreement shall be conducted so as to minimize any disruption to the use of the Easement Area by the other parties.

- 3.6 Construction. Prior to its entry onto the Easement Area for any utility-related or other work, a Party desiring to perform construction within the Easement Area shall, at its sole cost and expense, submit to the other Party for its review and approval, which approval shall not be unreasonably withheld, copies of the construction staging plans and specifications for the work and detailing any existing trees, landscaping and improvements to be removed. The non-constructing Party shall have twenty (20) business days following receipt thereof to review and comment on the construction plans and specifications for the work (or any modification thereof) in writing or the same will be deemed approved. If the non-constructing Party submits objections or comments within the 20-day period, then the constructing Party shall revise the construction plans and specifications consistent with the objections or comments and shall resubmit the same for further review pursuant to this provision until submittals have been approved. The constructing Party shall make a good faith effort to reasonably accommodate the non-constructing Party's comments, but shall not be obligated to bear materially increased costs, except to ensure that the requirements set forth in Section 3.12.a are met.
- 3.7 Security. Both Parties, as municipal entities, agree to either waive evidence of a performance bond, irrevocable letter of credit, or other security or to accept a standard form public agency surety agreement in connection with any construction or other liability under this Agreement.
- 3.8 Nuisance; On-going Access. Each Party shall refrain from causing any disturbance or nuisance in the Easement Area and shall immediately remedy any such disturbance or nuisance caused by it or its contractors, vendors, tenants, agents or invitees. During any work in the Easement Area, a constructing Party shall be expected to maintain access for continued use of each Party's property as mixed use, multi-family housing in the case of KCHA and a transit center and park and ride with adjacent transit commuter parking in the case of the County.
- 3.9 Pavement Condition. The Parties acknowledge that bringing heavy equipment, vehicles, or materials onto the Easement Area may exceed pavement weight limits and cause subsurface damage that becomes observable after Substantial Completion (defined as issuance of a Certificate of Occupancy or temporary Certificate of

Occupancy). The constructing Party shall take all necessary precautions to prevent damage to asphalt or concrete surfaces during construction and shall be responsible for all costs associated with repairing any damage to the asphalt or concrete or to the substrate or other subsurface structures resulting from such construction. The non-constructing Party may monitor asphalt and concrete pavement on the Easement Area through its usual and ordinary facility inspection and monitoring process and may notify the constructing Party, up to twenty-four calendar months after Substantial Completion, if new, different, or unusual pavement failure is identified and is determined to be related to the constructing Party's work. If the constructing Party disagrees with the non-constructing Party's assertion that the observed damage relates to the work, then the Parties shall enter into dispute resolution under Section 4.9 of this Easement.

3.10 Reservation of Rights. The County reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided that the County shall not erect, construct or maintain any structures or plant any vegetation in or around the Easement Area that interferes with the exercise by KCHA of the rights granted to it under this Agreement.

3.11 County Compliance. As between the Parties, the County shall be solely responsible for all signage in the Easement Area and shall obtain and comply with any and all needed permits, approvals, terms and conditions of any kind that may be required by any agency with jurisdiction in connection with the Easement Area and improvements located therein, including but not limited to any permits or other authorizations that may be required by King County or the State of Washington; provided, that as between the Parties KCHA shall be solely responsible to obtain and comply with any permits or other authorizations that may be required in connection with any construction by KCHA or resident access pursuant to this Easement. The County's grant of use rights to KCHA under this Easement does not relieve the County of its duty to comply with all applicable laws and regulations concerning the County's activities and improvements made in furtherance of its reserved rights as contemplated in this Easement.

3.12 Maintenance of Easement Area.

- a. Maintenance of the Easement Area. The County shall maintain, at its cost, the road surface, landscaping, sidewalks, and any amenities located within the Easement Area on a regular basis in a manner that preserves its appearance as an integral facility serving the County Property and the KCHA Property, reasonably free of defects and serviceable

to both owners. The County and KCHA shall each be responsible for the costs of maintenance, repair and replacement of utility systems serving their respective property.

- b. Without limiting the generality of the foregoing paragraph, KCHA shall: (i) not commit or suffer any waste upon the Easement Area or the KCHA Property; (ii) not do or permit anything to be done in, on or about the KCHA Property or the Easement Area that is illegal or unlawful; and (iii) comply with all environmental, health and safety requirements imposed by the permitting jurisdictions or other governmental authorities or Environmental Laws as defined in Section 3.16 of this Easement and all requirements of law that may be applicable to KCHA's use of the Easement Area.

3.13 **Damage to Easement Area.** In addition to their other duties under this Easement, the County and KCHA shall refrain from causing any damage to the Easement Area and the improvements constructed in, on and under such area, and shall immediately repair any damage caused by it or by any employee, contractor, licensee, agent, tenant or invitee of such Party at such Party's sole cost and expense. If a Party (the "Non-Performing Party") fails to perform any such required repairs and the other Party is not in default under the terms of this Agreement, the non-defaulting Party (the "Performing Party"), upon fifteen (15) days' prior written notice to the Non-Performing Party, may cause such repair work to be performed (the "Repair Work") with a right of reimbursement by the Non-Performing Party for all reasonable sums expended to remedy such failure. Within thirty (30) days after delivery of a statement documenting such reasonable repair costs incurred (the "Performance Notice"), the Non-Performing Party shall reimburse the Performing Owner for the Repair Work. This reimbursement obligation shall inure to the benefit of and be enforceable by the Performing Party and its successors and assigns.

3.14 **Liability Insurance.** During the term of this Easement, the County and KCHA shall each maintain a policy of general liability insurance ("Liability Insurance") or coverage with adequate single and combined liability limits in force at all times, each insuring their own activities, conditions, operation and usage with respect to the Easement Area. Such Liability Insurance or coverage may be issued by a program of self-insurance, a governmental insurance pool, or private insurance companies with a reliable general policyholder's rating and financial rating and qualified to do business in Washington. Upon written request, the County and KCHA shall provide the other with evidence of Liability Insurance coverage in accordance with this section.

3.15 **Indemnification.**

- a. The County and KCHA agree that, as to their non-exclusive use of the Easement Area, each shall accept responsibility for any and all liability arising from the acts or omissions of its own officers, employees, agents and contractors to the extent provided by law for all activities, operations and usage by such Party on or in connection with the Easement Area. The County and KCHA shall each protect, defend, indemnify and hold harmless the other Party from and against any and all claims, debts, demands, obligations, losses, liens, judgments or liabilities of any kind, including related expenses such as reasonable attorney's fees and court costs, now or hereafter arising or resulting from the indemnifying Party's negligent acts or omissions in its use of the Easement Area. If a Party incurs attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 3.15.a and is successful in enforcing the provisions of this Section 3.15.a, then all such fees, expenses, and costs shall be recoverable from the other Party. In the event of concurrent negligence, liability will be apportioned in accordance with each party's percentage of fault.
- b. To the extent permitted by law, the County shall protect, defend, indemnify and hold harmless KCHA from and against any and all claims, debts, demands, obligations, losses, liens, judgments or liabilities of any kind, including related expenses such as reasonable attorney's fees and court costs, now or hereafter arising from the design, development or operation of the County Property or the Additional Transit Facilities.
- c. The indemnifications in Section 3.15 are specifically and expressly intended to include, but are not limited to, all claims against a Party by the other Party's employees, former employees, consultants, contractors, or subcontractors; and each Party expressly waives, as respects the other Party only, all immunity and limitation on liability under any industrial insurance act including Title 51 RCW, to the extent necessary to provide the indemnified Party with a complete indemnity for the actions of the indemnifying Party's officers, agents, employees, consultants, contractors, subcontractors or any of their respective officers, agents or employees. This indemnification has been the subject of specific negotiation between the Parties.
- d. The obligations contained in this Section 3.15 shall survive the expiration, assignment, transfer, abandonment or termination of this Easement. These indemnifications are for the sole benefit of the Parties and shall not inure to the benefit of any third party.

3.16 Environmental Requirements.

- a. Each Party represents, warrants and agrees that it shall conduct its activities related to the Easement Area in compliance with all applicable environmental laws. As used in this Agreement, “Environmental Laws” means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., the Model Toxics Control Act, RCW chapter 70A.305, and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.
- b. Each Party agrees that it shall not bring toxic or hazardous substances upon the Easement Area without the other Party’s express written permission and under such terms and conditions as may be specified by the County. For the purposes of this Easement, “Hazardous Substances,” shall include all those substances identified as hazardous or toxic under the Environmental Laws, and shall include any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, and which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended, including but not limited to gasoline and other petroleum products. In the event such permission is granted, the disposal of such materials must be done in a legal manner by the Party bringing such substances upon the Easement Area.
- c. The Parties agree to cooperate in any environmental investigations conducted by or at the direction of the any state, federal, or local agency with jurisdiction where there is evidence of contamination on the Easement Area, or where the County may be directed to conduct such audit by an agency or agencies having jurisdiction. Each Party agrees to reimburse the other for the cost of such investigations, where the need for said investigation is reasonably and finally determined to be caused by one Party’s acts or omissions, and further agrees to provide the other Party with any

notice of an inspection, notice of violation, and order to clean up contamination with respect to the Easement Area. Each Party shall be entitled to participate in all settlement or abatement discussions related to same. If a Party fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within thirty (30) days of such notice, the other Party may elect to perform such work, and non-performing Party covenants and agrees to reimburse the performing Party for all commercially reasonable direct and indirect costs associated with the such work where said contamination is determined to arise out of or result from non-performing Party's use of the Easement Area.

- d. For the purposes of this Section 3.16, "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with the Environmental Laws, or any of them.
- e. Each Party agrees to defend, indemnify and hold the other harmless from and against any and all claims, causes of action, administrative proceedings, obligations, demands and liability including, but not limited to, any Costs, liabilities, damages, expenses, assessments, penalties (whether civil or criminal), fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances released or otherwise located on the Easement Area as a result of such Party's acts or omissions on the Easement Area or in connection with such Party's exercise of its rights under this Easement, including but not limited to Hazardous Substances that may have migrated from the Easement Area through water or soil to other properties. Each Party further agrees to defend, indemnify and hold the other harmless from any and all liability arising from such Party's offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from the Easement Area by or on behalf of such Party.
- f. The provisions of Section 3.16 shall survive the termination or expiration of this Easement. Section 3.16 is the exclusive provision of this Easement regarding Hazardous Substances and environmental obligation relating to the Easement, and the exclusive contractual rights and duties of the County and KCHA pertaining thereto.

4. General Provisions.

- 4.1. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter contained herein and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the Parties hereto.
- 4.2. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
- 4.3. Waiver. The failure of either Party to enforce any provision of this Easement 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.
- 4.4. Running with the Land. The easement established by this Agreement is (i) appurtenant to the KCHA Property (ii) binding upon the County and its successors in interest and (iii) inures to the benefit of KCHA. None of the easements or rights granted to KCHA herein may be transferred, assigned or encumbered except as an appurtenance to the KCHA Property. The easements and covenants herein shall run with the land and be binding on all parties having or acquiring any right, title, or interest in the land described herein, or any part thereof.
- 4.5. Recording. This Agreement shall be recorded in the real property records of King County, Washington.
- 4.6. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflicts of law rules or choice of law provisions. The Superior Court of King County, Washington shall have the exclusive jurisdiction and venue of any litigation arising out of or relating to this Easement. Except as otherwise provided by the express terms of this Easement, if the Parties litigate any controversy, claim, or dispute arising out of or relating to this Easement, then each Party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.
- 4.7. Counterparts. This Agreement may be executed in counterparts, all of which shall be deemed an original as if signed by all Parties. This Agreement and related instruments may be electronically signed, and any electronic signature appearing on this Agreement or a related instrument shall be deemed to constitute an original signature for purposes of validity, enforcement, and admissibility.
- 4.8. Notices. Any demand, request or notice which either Party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, delivered by private courier service (such as Federal Express), or

three (3) days after being deposited in the United States Mail in registered or certified form, return receipt requested, addressed as follows:

To: County

Name: King County, Attn: Real Estate
Address: 201 South Jackson Street,
KSC-TR-0431
Seattle, WA 98104-3856

With a copy to:

Name: Manager, Real Estate Services
401 5th Avenue
Suite 930
Seattle, WA 98104

To: KCHA

Name: King County Housing Authority
Address: Attn: President and CEO
600 Andover Park West
Tukwila, WA 98188

With copies to:

SVP of Asset Management
SVP of Development and Asset Management

or to such other single address and person as either party may communicate to the other by like written notice. The Parties may also agree to give and receive notice by email or other electronic means; provided that if a Party disputes delivery or receipt of an electronic notice then that Party shall bear the burden of proving that the notice was not delivered or received.

4.9 Dispute Resolution

- a. If the Parties' designated representatives cannot timely resolve a dispute under this Easement, then the following dispute resolution process shall apply:

STEP ONE. KCHA's SVP of Development and Asset Management and the County's Metro Transit Capital Division Manager or their designees shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either Party.

STEP TWO. In the event KCHA's and the County's Metro Transit Capital Division Manager or their designees are unable to resolve the dispute within ten (10) business days as provided in Step One, either Party may refer the dispute to KCHA's President and CEO and the County's Metro Transit Department General Manager or their respective designees. They shall confer and attempt to resolve the dispute within five (5) business days of receiving the referral.

- b. If the Parties are unable to resolve the dispute utilizing the process set forth in Steps One through Two above, the Parties may, by agreement, choose to submit the matter to a nonbinding mediator. The Parties shall share equally in the cost of the mediator. Neither Party shall have the right to seek relief in a court of law until and unless Steps 1 and 2 above are exhausted.
 - c. At all times during the course of such conflict or dispute resolution efforts, the Parties shall continue to diligently perform their then-existing responsibilities under this Easement.
 - d. If, at any time during the dispute resolution process, a Party fails to timely respond within twenty (20) business days to a formal dispute resolution notice from the other Party, then the nonresponding Party shall be conclusively deemed to have consented to the notifying Party's proposed resolution of the dispute; provided, that if the notifying Party knows or should have known that the nonresponsive Party did not receive the notice in question, then this conclusion shall not apply.
- 4.10 This Easement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Easement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. Both Parties acknowledge and represent, as an express term of this Easement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Easement.
- 4.11 The following exhibits to this Easement are incorporated by this reference as if fully set forth herein:

- Exhibit A – Legal Description of the KCHA Property
- Exhibit B – Legal Description of the County Property
- Exhibit C – Legal Description of the Access and Utilities Easement Area
- Exhibit D – Operations Agreement

IN WITNESS WHEREOF the Parties hereto have entered into this Agreement as of the date last set forth below.

KING COUNTY

By: _____

Its: _____

Dated: _____

Approved for form:

Deputy Prosecuting Attorney

HOUSING AUTHORITY OF THE COUNTY OF KING

By: _____

Its: _____

Dated: _____

NOTARY BLOCKS APPEAR ON FOLLOWING PAGE

[illegible]

On this day personally appeared before me _____, to me known to be the _____ of **King County**, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of **King County**, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

Dated: _____.

(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

[illegible]

On this day personally appeared before me _____, to me known to be the _____ of **the King County Housing Authority**, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of **the King County Housing Authority**, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

Dated: _____.

(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

Legal Description of KCHA Property

A tract of land being a portion of Lot 2, City of Redmond Short Plat No. SS 79-18, as recorded under King County Recording No. 7908270637, in King County, Washington, situated in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 25 N, Range 5 E, W.M. in King County, WA.

Commencing at the Northwest Corner of said Lot 2; thence along the North line of said Lot 2, S 89°35'54" E a distance of 377.77 feet to the TRUE POINT OF BEGINNING of the herein described tract; thence S 89°35'54" E a distance of 407.21 feet to the Northeast Corner of said Lot 2; thence S 01°08'46" W a distance of 366.85 feet to the Southeast Corner of said Lot 2; thence along the South line of said Lot 2, S 89°59'30" W a distance of 402.13 feet; thence leaving said South line, N 00°21'07" E a distance of 369.70 feet to the True Point of Beginning.

The above-described tract contains 3.42 acres more or less.

EXHIBIT B

Legal Description of County Property

Lot 1 “Transit Center” as identified in the Binding Site Plan recorded under King County Recording No. 20031222001947 with respect to Lot 2 of City of Redmond Short Plat SS 79-88.

EXHIBIT C

Legal Description of Access and Utilities Easement Area

The North 60.00 feet of Lot 1, City of Redmond Short Plat Number SS-79-18, recorded under Recording No. 7908270637, in King County, Washington.

EXHIBIT D

Operations Agreement

OPERATIONS AND MAINTENANCE AGREEMENT FOR COMMUTER FACILITIES AT THE VILLAGE AT OVERLAKE STATION

1. Background; Revisions.

- 1.1 This Operations and Maintenance Agreement (the “Operations Agreement”) is executed by and between King County Housing Authority (“KCHA”), a public body corporate and politic, and King County, a home-rule charter county and political subdivision of the State of Washington, by and through its Metro Transit Department (“County”), effective as of the date last signed below. KCHA and the County are sometimes referred to herein individually as a “Party” and together as the “Parties.”
- 1.2 The purpose of this Operations Agreement is to establish a common understanding between KCHA and the County regarding obligations to operate and maintain certain commuter parking facilities at the Village at Overlake Station Transit-Oriented Development, located at 2580 152nd Ave NE, Redmond, WA 98052, Assessor’s Parcel 8944420020 (the “KCHA Property” or “Village at Overlake Station”) and the adjoining bus loop and commuter loading area located at 2576 152nd Ave NE, Redmond, WA 98052, Assessor’s Parcel 8944420010 (the “County Property”).
- 1.3 The Village at Overlake Station is owned by KCHA and subject to a recorded easement (the “Easement”) in favor of the County for not less than 150 commuter parking stalls to be made available as further described in this Operations Agreement. Among other things, the Easement requires KCHA to operate and maintain a minimum of 150 commuter parking stalls on the KCHA Property in perpetuity, at KCHA’s sole cost and expense. A memorandum of this Operations Agreement was recorded as Exhibit C to the Easement.
- 1.4 The Easement is a “floating” easement burdening the entire KCHA Property, without a specific legal description or metes and bounds location, such that over time KCHA may relocate or revise the location of the 150 commuter parking stalls on the KCHA Property, as all set forth in more detail in the Easement. At the present time, the 150 commuter parking stalls are located on the ground floor in an existing garage built on the KCHA Property and owned, operated, and maintained by KCHA. The existing parking stall layout is illustrated in Exhibit 1 to this Operations Agreement. Those parking stalls, together with all of the other commuter parking-related improvements and betterments, including but not limited to related drive lanes, ingress and egress, lighting, and other systems located on the KCHA Property, constitute the “Commuter Parking Facilities.”

The County Property consists of the real and personal property located thereon including but not limited to the landscaping, metal sculptures, sidewalk and certain commuter-related improvements which are collectively referred to as the “Additional Transit Facilities.” The Additional Transit Facilities specifically include the sloped metal roof attached to the KCHA Property, the stairs from the passenger loading area into the existing garage, and the related transit-related facilities on, in and above the County Property (including uplighting, benches, signage and fencing). The KCHA Property

includes a bus driver comfort station/restroom (“Comfort Station”) located within the garage which is dedicated for the sole use by County bus drivers and staff and is maintained solely by the County. For purposes of this Agreement, the Comfort Station shall be deemed to be part of the Additional Transit Facilities. The Commuter Parking Facilities and the County Property are the subject of this Operations Agreement. The Parties intend to maintain the Commuter Parking Facilities and the County Property in a first-class order, condition and repair that continues the viability of those facilities for their intended purposes.

- 1.5 This Operations Agreement outlines KCHA’s primary operations and maintenance obligations with respect to the Commuter Parking Facilities currently located on the lower level in KCHA’s existing garage on the KCHA Property and the County’s primary operations and maintenance obligations with respect to the County Property. No Commuter Parking Facilities are currently located outside of the lower level of the existing garage nor on the upper level of the existing garage. If, in the future, KCHA elects to relocate the Commuter Parking Facilities, whether within the existing garage or to a new location on the Property, then the Parties will negotiate to revise and update this Operations Agreement if and to the extent needed, to reflect such new arrangement and any additional or revised operations and maintenance requirements as may be required to maintain those relocated or revised Commuter Parking Facilities in a state of good repair.
- 1.6 The Parties may also negotiate to update or revise this Operations Agreement from time to time in response to other business considerations, to reflect changes in commuter parking needs or demands, or to address changes in the Federal standards or transit industry practices that establish what constitutes a state of good repair.
- 1.7 Any revisions, amendments, or updates to this Operations Agreement, whether in furtherance of Section 1.5, or Section 1.6, or otherwise, shall be made in writing by mutual agreement of the Parties, and on no other basis. If the Parties are unable to reach agreement on a proposed revision, then the dispute resolution process set forth in Section 6 shall apply.

2. Commuter Parking Facilities; Enforcement of Parking Restrictions; Safety and Security; Signage.

- 2.1 As described in Section 1.3 and illustrated in Exhibit 1, the Commuter Parking Facilities include one hundred and fifty (150) parking stalls on the lower level of the existing parking structure, together with the drive lanes, ingress and egress, lighting, and other systems necessary to support the safe and reasonable use of those parking stalls for commuter parking purposes. These 150 parking stalls shall be available for the exclusive use of off-site park & ride commuters, and no other users, for an eight (8) hour period beginning at 5:00 a.m. and ending at 1:00 p.m. on Monday through Friday where such weekday is not a legal holiday (the “Designated Stalls”). These 150 Designated Stalls shall be marked to indicate such usage and restrictions. The remaining one hundred (100) stalls in the lower level of the existing garage, as well as the Designated Stalls outside of the Designated Stall’s exclusive use period, shall be available for shared use by off-site

park & ride commuters and by Village at Overlake Station residents, visitors and their guests on a first-come, first-served basis.

- 2.2 KCHA shall reasonably ensure that all parking stalls are being appropriately used. KCHA will accomplish this with use of warning signs, patrol, and observation, or other means necessary to monitor parking compliance. Unauthorized vehicles parked in the Designated Stalls within the restricted hours shall be subject to impoundment by KCHA. A maximum of two ticketed warnings shall be allowed before impoundment. If KCHA fails to impound improperly parked vehicles, then the County may have such vehicles impounded at the vehicle owner's expense. KCHA shall hold harmless, indemnify, and defend the County against and all complaints, lawsuits, claims, damages, costs, and expenses, arising out of or relating to towing of vehicles from the Property, including but not limited to towing of vehicles from the Commuter Parking Facilities.
- 2.3 As between the Parties, KCHA shall be solely responsible for safety and security on the KCHA Property, including in connection with the Commuter Parking Facilities and the County shall be solely responsible for safety and security at the County Property. Each Party shall take all reasonable steps to ensure the safety and security of off-site park & ride commuters and other garage users and vehicles in or on their respective sites. Each Party shall immediately investigate and report to the Redmond Police any and all major incidents concerning the personal security and safety of transit customers on their respective sites, and shall notify the King County Chief of Transit Police of any major incident within 24 hours. Major incidents include, but are not limited to, the following:
1. Homicide
 2. Rape
 3. Arson
 4. Assault and/or Battery
 5. Robbery
 6. Major Vandalism
 7. Bomb threats
 8. Auto theft
 9. Hate crime offenses
 10. Any other serious injury
- 2.4 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 all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA") establish requirements under Title III of the ADA ("Title III") pertaining to business operations, accessibility and barrier removal, and that such requirements may be unclear and may or may not apply to the Commuter Parking Facilities and the County Property depending on, among other things: (1) whether each is deemed a "place of public

accommodation" or a "commercial facility," (2) whether compliance with such requirements is "readily achievable" or "technically infeasible," and (3) whether a given alteration affects a "primary function area" or triggers so-called "path of travel" requirements. The Parties acknowledge and agree that each Party shall be individually and solely responsible for ensuring ADA compliance as it relates to their separate property.

- 2.5 Each Party agrees to immediately notify the other Party of any material hazardous substance spills that occur or are detected on its site. The Parties shall establish points of contact available 24 hours a day, 7 days a week for communications regarding hazardous substance spills. As between the Parties, 1) KCHA shall be obligated to respond to, and to clean up, all hazardous substance spills on or at the Commuter Parking Facilities, including any such spills arising out of or relating to off-site commuter use of the Commuter Parking Facilities for park-and-ride purposes or other related uses; and 2) the County shall be obligated to respond to, and to clean up, all hazardous substance spills on or at the County Property. The duties under this Section 2.5 are in addition to, and do not reduce or alter, a Party's duties under separate easements agreed to between the Parties.
- 2.6 As between the Parties, i) KCHA shall maintain all exterior and interior signage relating to the Commuter Parking Facilities, and shall be responsible to manufacture and replace any related lost, stolen, removed, or damaged signs, and ii) the County shall maintain all signage relating to the County Property, and shall be responsible to manufacture and replace any related lost, stolen, removed, or damaged signs. KCHA may request that the County manufacture any replacement signs and the Parties may separately contract for the County to do so at KCHA's sole cost and expense, at the County's then-applicable "fully loaded" rate for labor and materials.
- 2.7 KCHA shall maintain the existing monument sign and related ornamental landscaping located at the 152nd NE street entrance to the Village at Overlake Station. KCHA may place directional and promotional signage as necessary within the County Property, subject to negotiation by the Parties and provided that installation and placement of such signage does not interfere with the County's transit operations. If KCHA fails to maintain any signage or ornamental landscaping addressed under this Section 2.7, then the County shall provide KCHA with notice of such deficiency and an opportunity to cure. If KCHA fails to timely cure or to commence to cure such deficiency, then the County may cure the deficiency and charge KCHA for all necessary costs at the County's then-applicable "fully loaded" rate for labor and materials; and upon receipt of the County's invoice for such costs KCHA shall promptly pay the same.

3. KCHA's General Operations and Maintenance Obligations.

- 3.1 As between the Parties, KCHA is solely responsible for the management, operations, maintenance, and repair of the Commuter Parking Facilities, except as specifically set forth in this Operations Agreement. As between the Parties, all costs and expenses associated with the Commuter Parking Facilities or any replacement or relocated facilities shall be borne by KCHA.

- 3.2 KCHA shall supervise the daily operation of the Commuter Parking Facilities. These obligations include, but are not limited to:
- A. Enforcement of rules regarding park & ride and residential parking stall use, consistent with Section 2 of this Operations Agreement and the Easement;
 - B. Enforcement of ADA stall use;
 - C. Removal of blocking vehicles;
 - D. Removal of abandoned vehicles;
 - E. Monitoring the garage for persons who have no legitimate purpose in the facility;
 - F. Responding to personal injuries and property damage reported or observed in the parking garage; and
 - G. Maintaining the Commuter Parking Facilities in a state of good repair, including but not limited to the duties and tasks set forth in this Operations Agreement.
- 3.3 KCHA shall regulate and monitor parking for the entire Property. If requested by the County, KCHA will prepare a parking utilization report (but not more often than once every six months) and provide it to the County. The data and information to be collected by KCHA should include but not be limited to: Actual parking demand for tenant vehicles and off-site park and ride vehicles; reported violations; towing activities; safety incidents; maintenance issues; etc.
- 3.4 Without limiting KCHA's duties under any of the foregoing subsections of this Section 3, the County shall have the right to inspect and monitor the Commuter Parking Facilities for the County's own purposes, including but not limited to: Assess KCHA's performance under this Operations Agreement; monitor park & ride commuter use of the Commuter Parking Facilities; and to evaluate the Commuter Parking Facilities for compliance with state of good repair requirements. The County may inspect the Commuter Parking Facilities with or without notice to KCHA; provided, that except in the event of an emergency, the County shall not inspect the Commuter Parking Facilities on any legal holiday. In the event of an emergency the County may inspect the Commuter Parking Facilities at any time in the County's sole discretion, provided that the County shall notify KCHA of such emergency inspection at the County's earliest opportunity.
4. **Maintenance Schedule and Tasks.**
- 4.1 As between the Parties, and without limiting the other provisions of this Operations Agreement, KCHA shall adopt and continue in effect at all times a maintenance, repair and replacement schedule for the Commuter Parking Facilities that will meet all applicable standards, rules, regulations, and underwriting requirements, which schedule shall be at least as prescriptive as Schedule 1 attached hereto. If the County becomes aware of a condition involving damage to the parking structure or the other Commuter Parking Facilities, or if a concern arises regarding safety of off-site park & ride commuters with regard to the parking structure or the other Commuter Parking Facilities, and which reasonably requires repair, then the County will notify KCHA of such

condition and request a repair. If, within ten (10) business days of such notice, KCHA fails to respond or effect such repairs or maintenance as will correct the condition and then continues to fail to respond or effect such repairs or maintenance within ten (10) business days after a second such notice, then the County will have the right to implement such repairs and obtain reimbursement from KCHA for all costs and expenses of the same.

- 4.2 The Parties' Designated Representatives may revise or update Schedule 1 or 2 from time to time in writing by mutual agreement. If the Parties are unable to agree on proposed revisions or updates to Schedule 1 or 2 in the ordinary course of business, then they shall engage in the dispute resolution process under Section 6.9 of this Operations Agreement.

5. County's Operations and Maintenance Obligations.

As between the Parties, the County is solely responsible for the management, operations, maintenance, and repair of the County Property, including the Additional Transit Facilities, in a first class order, condition and repair that continues its viability for its intended purpose, except as specifically set forth in this Operations Agreement. As between the Parties, all costs and expenses associated with the County Property, or any replacement facilities, shall be borne by the County. Without limiting the other provisions of this Operations Agreement, the County shall continue in effect at all times a maintenance, repair and replacement schedule for the County Property that shall be at least as prescriptive as Schedule 2 attached hereto. If a condition involving the maintenance or operation of the Overlake Transit Center or Additional Transit Facilities arises which reasonably requires repair or maintenance, KCHA will provide the County notice of such condition and a request for repair or maintenance. If, within ten (10) business days of such notice, the County fails to respond or effect such repairs or maintenance as will correct the condition and then continues to fail to respond or effect such repairs or maintenance within ten (10) business days after a second such notice, then KCHA will have the right to effect such repairs or maintenance and obtain reimbursement from the County for the cost of same. Costs associated with the operations, maintenance and repair of any joint use utilities will be allocated appropriately.

The County shall furnish all labor, equipment and supplies necessary for the proper performance of the maintenance service and may procure these services from a third party vendor specializing in facilities maintenance. Scope of work is set out in Schedule 2.

The County shall reasonably supervise the County Property. These obligations include, but are not limited to:

- A. Insuring safe and appropriate use of the County Property.
- B. Responding to citizen and transit user concerns and complaints regarding transit services, or the use or condition of the County Property, specifically including the Additional Facilities.
- C. Preventing and responding to personal or properties injuries or threats to public safety

that may or actually occur in the County Property.

The County shall cooperate to minimize the impacts of transit operations in and around the County Property, such as noise and air pollution from buses that may adversely affect housing residents' peaceful enjoyment of the KCHA Property.

6. Administration

6.1 Amendment and Revision Process.

As provided in Section 1.7, this Operations Agreement may be amended by mutual agreement of the Parties. If the Parties are unable to agree on proposed amendments to this Operations Agreement in the ordinary course of business, then they shall engage in the dispute resolution process under Section 6.9 of this Operations Agreement.

6.2. Indemnity

6.2.1 Each Party shall indemnify, defend, and save harmless the other Party and its officers, agents, employees, successors, and assigns, from and against any and all liability, including any and all suits, claims, actions, administrative proceedings, losses, costs, penalties, response costs, attorneys' fees, expert witness fees, injuries, or damages of whatsoever kind or nature (collectively, "claims"), arising out of or relating to: (i) the indemnifying Party's performance of, or failure to perform, its duties and obligations under this Operations Agreement; and (ii) the indemnifying Party's negligent or intentional acts or omissions in connection with this Operations Agreement, or its property. An indemnifying Party's obligations under this Section 6.2.1 includes the duty to promptly accept tender of defense and to provide defense to the indemnified Party at its own expense for any claim covered by this Section 6.2.1.

6.2.2 The indemnification in Section 6.2.1 is specifically and expressly intended to include, but is not limited to, all claims against the indemnified Party by the indemnifying Party's respective employees, former employees, consultants, contractors, or subcontractors; and the indemnifying Party expressly waives, as respect the indemnified Party only, all immunity and limitation on liability under any industrial insurance act including Title 51 RCW, to the extent necessary to provide the other Party with a complete indemnity for the actions of the indemnifying Party's officers, agents, employees, consultants, contractors, subcontractors or any of their respective officers, agents or employees. This indemnification has been the subject of specific negotiation between the Parties.

6.2.3 In the event it is determined that R.C.W. 4.24.115 applies to this Operations Agreement or activities contemplated herein, the indemnifying Party agrees to defend, hold harmless, and indemnify the indemnified Party to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the indemnified Party to the full extent of the indemnifying Party's negligence.

6.2.4 If the indemnified Party incurs attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 6.2 and is successful in enforcing the provisions of this Section 6.2,

then all such fees, expenses, and costs shall be recoverable from the indemnifying Party.

6.3. Environmental.

Environmental matters are addressed in Section 4 of the Easement, which section is incorporated by this reference as if fully set forth herein. KCHA's hazardous materials obligations under this Operations Agreement are in addition to, and do not reduce or alter, KCHA's environmental obligations under Section 4 of the Easement.

6.4 Insurance

- a. These insurance requirements are intended to supplement, and not to replace, the insurance requirements set forth in Article C.5 of the Easement. If there is any conflict or ambiguity as between these insurance requirements and those set forth in Article C.5 of the Easement, then Article C.5 shall control.
- b. KCHA shall procure and maintain, for the duration of this Operations Agreement, insurance or coverage against claims for injuries to persons or damages to property which may arise from or in connection with any and all uses of the parking garage, the Commuter Parking Facilities, or the acts or omissions of KCHA, its agents, representatives, employees, contractors and/or subcontractors, residents, and off-site park-and-ride commuter users.
- c. By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to KCHA. KCHA shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- d. 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 or this Operations Agreement.
- e. For All Coverages: The cost of such insurance shall be paid by KCHA. Each insurance policy shall be written on an "Occurrence Form."
- f. Minimum Scope and Limits of Insurance: Coverage shall be at least as broad as:
 - i. General Liability: Insurance Services Office form number CG 0001 (Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY. KCHA 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.
- g. Deductibles and Self-Insured Retentions: The deductible and/or self-insured retention of the policies shall not limit or apply to KCHA's liability to King County and shall be the sole responsibility of KCHA.
- h. Other Insurance Provisions: The insurance policies required in this Operations Agreement are to contain, or be endorsed to contain the following provisions:
 - i. All Liability policies except Workers Compensation:
 - (A) King 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 KCHA in connection with this Operations Agreement, but specifically excluding the acts or omissions of King County officers, officials, employees and agents in the parking garage or in or on the Commuter Parking Facilities.
 - (B) Insurance coverage shall be primary insurance as respects King County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by King County, its officers, officials, employees or agents should not contribute with KCHA's insurance or benefit KCHA in any way.
 - (C) KCHA'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 Operations Agreement, unless forty-five (45) days prior notice, return receipt requested, has been given to King County.
- i. Acceptability of Insurers: Unless otherwise approved by King 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.
- j. Verification of Coverage: KCHA shall furnish KCHA with certificates of insurance and

endorsements required by this Operations Agreement. King County reserves the right to require complete, certified copies of all required insurance policies at any time.

- k. Municipal or State Agency Provision: If KCHA is self-insured for any of the above insurance requirements, then a valid certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

6.5. Taxes.

As between the Parties, KCHA shall be solely responsible for all taxes, fees, and charges arising out of or relating to the Property, including without limitation the existing parking garage and the Commuter Parking Facilities, except for such taxes, fees, and charges as may separately accrue to the County in connection with the Easement or the County Property. Each Party shall pay on a current basis all taxes or assessments, if any, levied on its activities and property in connection with this Operations Agreement; provided, however, that nothing contained herein shall modify such Party's right to contest any such tax, nor shall it be deemed to be in default as long as it shall, in good faith, be contesting the validity or amount of any such taxes.

6.6. Notice.

- a. Any and all notices or other communications required or permitted to be given under any of the provisions of this Easement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier, or two (2) days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. A courtesy copy may be sent by email to the Parties' respective designated representatives, but such email copy shall not constitute official notice for purposes of this Section 6.6. The Parties may also agree to give and receive notice by email or other electronic means; provided that if a Party disputes delivery or receipt of an electronic notice then that Party shall bear the burden of proving that the notice was not delivered or received.
- b. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as the Parties may specify by notice and given as provided herein:

If to the COUNTY: King County Metro
201 South Jackson Street, KSC-TR-0431
Seattle, WA 98104
Attn: Real Estate

With a copy to: Manager, Real Estate Services
401 5th Avenue, Suite 930
Seattle, WA 98104

If to KCHA: President and CEO
600 Andover Park West
Tukwila, WA 98188

With copies to:

SVP of Development and Asset Management; and
SVP of Asset Management

6.7 Designated Representatives

Each Party shall designate a representative to be its primary point of contact for administration of this Operations Agreement, including the initial steps of Dispute Resolution under Section 6.9. The Parties may change their designated representative from time to time by giving notice consistent with Section 6.6 above. The Parties' initial designated representative are as follows:

For King County: Adé Franklin, Director of Metro Facilities Maintenance Division

For KCHA: Tim Walter, SVP of Development and Asset Management

6.8 Annual Meeting and Review

During the first five years that this Operations Agreement is in effect, the Parties' designated representatives shall meet at least once per year to discuss the Commuter Parking Facilities, to review this Operations Agreement and the Schedules, and to update or revise this Operations Agreement and the Schedules as needed. The meeting may be in person, or by such electronic means as the designated representatives deem appropriate. After the first five year-period, the Parties shall meet on such basis as they may deem appropriate.

6.9 Dispute Resolution

- a. If the Parties' designated representatives cannot timely resolve a dispute under this Operations Agreement, then the following dispute resolution process shall apply:

STEP ONE. KCHA's designated representative and the County's Metro Transit Capital Division Manager or their designees shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either Party.

STEP TWO. In the event KCHA's designated representative and the County's or their designees are unable to resolve the dispute within ten (10) business days as provided in Step One, either Party may refer the dispute to KCHA's Chief Executive Officer and the County's Metro Transit Department General Manager or their respective designees. They shall confer and attempt to resolve the dispute within five (5) business days of receiving the referral.

- b. If the Parties are unable to resolve the dispute utilizing the process set forth in Steps One through Two above, the Parties may, by agreement, choose to submit the matter to a non-binding mediator. The Parties shall share equally in the cost of the mediator. Neither Party shall have the right to seek relief in a court of law until and unless Steps 1 and 2 above are exhausted.
- c. At all times during the course of such conflict or dispute resolution efforts, each Party shall continue to diligently perform its then-existing responsibilities under this Operations Agreement.
- d. If, at any time during the dispute resolution process, a Party fails to timely respond within twenty (20) business days to a formal dispute resolution notice from the other Party, then the nonresponding Party shall be conclusively deemed to have consented to the notifying Party's proposed resolution of the dispute; provided, that if the notifying Party knows or should have known that the nonresponsive Party did not receive the notice in question, then this conclusion shall not apply.

7. GENERAL CONDITIONS

7.1 Powers of King County or KCHA.

Nothing contained in this Operations Agreement shall be considered or interpreted to diminish the governmental or police powers of King County or the King County Housing Authority.

7.2 Non-Waiver.

The failure of either Party to enforce any provision of this Operations 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 Operations Agreement.

7.3. Legal Relations.

Nothing contained herein shall make, or be deemed to make, King County or KCHA a partner of one another, and this Operations Agreement shall not be construed as creating a partnership or joint venture. This Operations Agreement shall create no right, duty, or cause of action in any person or entity not a party to it.

7.4. Washington Law Controlling; Where Actions Brought; Attorney Fees and Costs.

This Operations 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 Operations Agreement shall be brought in King County Superior Court, King County, Washington. If either Party brings an action to enforce the terms of this Operations 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.

7.5. Section Headings.

The section headings contained herein are only for convenience and reference and are not intended to be a part of this Operations Agreement or in any manner to define, limit, or describe the scope or intent of this Operations Agreement or the particular sections to which they refer.

7.6. Singular and Plural.

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

7.7. Interpretation.

The County and KCHA have each been represented by legal counsel in connection with the negotiation, execution and delivery of this Operations Agreement. Each of the provisions of this Operations 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 Operations 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 Operations Agreement.

7.8. Severability.

If a court of competent jurisdiction determines that any provision of this Operations 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 Operations 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.

7.9. Counterparts.

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

7.10. Nondiscrimination.

With respect to the Parties' rights and obligations under this Operations Agreement, the County and KCHA shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the

administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. The County and KCHA shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this Section 7.10 shall be considered a default of this Easement.

7.11. Easement Unaffected; Order of Precedence.

All capitalized terms used in this Operations Agreement and not specifically defined herein shall have the meaning or meanings given to them in the Easement. If there is any conflict or ambiguity between this Operations Agreement and the Easement, then the Easement shall control. If there is any conflict or ambiguity between this Operations Agreement and the Schedules attached hereto, this Operations Agreement shall control.

7.12 Exhibits.

The following exhibits or attachments are attached to this Operations Agreement:

- a. Exhibit 1, illustration of Commuter Parking Facilities
- b. Schedule 1, list of KCHA maintenance tasks and intervals
- c. Schedule 2, list of County maintenance tasks and intervals

EXECUTED by and between King County Housing Authority and King County effective as of the date last set forth below.

King County Housing Authority

King County

Date: _____

Date: _____

APPROVED FOR FORM:

Deputy Prosecuting Attorney

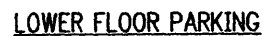
OPERATIONS AND MAINTENANCE AGREEMENT FOR KCHA COMMUTER PARKING
FACILITIES AT OVERLAKE VILLAGE

EXHIBIT 1

Illustration of Commuter Parking Facilities

[To be inserted]

NOTES:		FILE PATH & NAME	PLOTTED DATE & TIME	UPDATED BY/ PLOT SCALE	PCP' FILE	PLOT VIEW
JOB #	JOB NAME					
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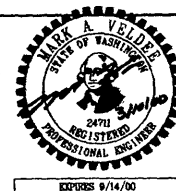


TOTAL	254
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This approval is for the design only. These plans appear to be in conformance with the City Of Redwood design standards for construction. This approval shall not be construed as authorizing construction not in accordance with applicable City standards. The City reserves the right to require revisions to the proposed approved plans if the City determines that the proposed standards for construction at any time but it is discovered that the proposed construction does not otherwise meet the applicable construction standards. The owner is required to provide designs and plans in accordance with applicable City standards and assures that construction is accomplished in accordance with the approved plans. The City reserves the right to require and/or developer, as the case may be required to make necessary approved field revisions to correct any errors or omissions found on the approved plan.

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BEFORE YOU DIG
1-800-424-5555**

	03/13/00				1ST SUBMITAL - PERMIT AND CONSTRUCTION PLANS
NO.	DATE	BY	CHD.	APPR.	REVISION



DRAWN BY CDK	DATE 13MAR00
DESIGNED BY ARS	13MAR00
CHECKED BY TJ	13MAR00
APPROVED BY MAV	13MAR00

SCALE:	
HORIZ. 1" = 20'	
VERT.	
JOB NO.:	99195.2

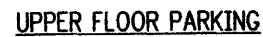
k p f f Consulting Engineers
1201 Third Avenue, Suite 900
Seattle, Washington 98101
(206) 622-5822 Fax (206) 622-8130

OVERLAKE TRANSIT ORIENTED DEVELOPMENT
REDMOND, WASHINGTON

PERMIT AND CONSTRUCTION PLANS
UNDERGROUND PARKING PLAN (LOWER)

SHEET

C6.1

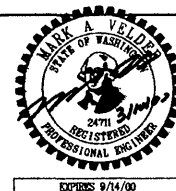


<u>PARKING TOTALS</u>	
STANDARD	126
COMPACT	108
HANDICAP	<u>11</u>
TOTAL	244

This approval is for the design only. These plans appear to be in conformance with the City Of Redwood design standards for construction. This approval shall not be construed as authorizing construction not in accordance with applicable City standards. The City reserves the right to require revisions to the approved plans to assure conformance with City Of Redwood design standards. The City also reserves the right to disallow the proposed construction work not otherwise meet the applicable construction standards. The owner is required to provide designs and plans in accordance with applicable City standards and assures that construction is accomplished in accordance with those standards. The owner and/or design engineer and/or contractor shall be responsible for any necessary corrections and/or revisions to correct any errors or omissions found on the approved plan.

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	03/13/00				1ST SUBMITAL - PERMIT AND CONSTRUCTION PLANS
NO.	DATE	BY	CHD.	APPR.	REVISION



DRAWN BY CDK	DATE 13MAR00	SCALE: HORIZ. 1" = 20'
DESIGNED BY ARS	13MAR00	VERT.
CHECKED BY TJ	13MAR00	JOB NO.:
APPROVED BY MAV	13MAR00	99195.2

k p f f Consulting Engineers
1201 Third Avenue, Suite 900
Seattle, Washington 98101
(206) 622-5822 Fax (206) 622-8130

PERMIT AND CONSTRUCTION PLANS
UNDERGROUND PARKING PLAN (UPPER)

C6.2

OPERATIONS AND MAINTENANCE AGREEMENT FOR KCHA COMMUTER PARKING FACILITIES AT VILLAGE AT OVERLAKE STATION

SCHEDULE 1

Commuter Parking Facilities Minimum Maintenance Tasks and Intervals

1 Grounds.

- 1.1 Scope of work: General-- All commuter-related parking areas including surfaces, walls, railings, curbs, drive aisles, displays, signs, or other improvements, located in or on the Village at Overlake Station parking garage and its sidewalks, entrances, and exits associated with the Designated Spaces as defined in the Operations Agreement (collectively, the “Commuter Parking Facilities”) shall be well maintained and kept clean and free of all dirt, debris, contaminants and litter including papers, wrappers, containers, stickers, flyers, cigarette butts, food and beverage spills, graffiti, leaves and other material. Sweeping, pickup, and/or disposal of dirt, debris, contaminants, and litter within and around the Commuter Parking Facilities shall be performed five times per week or as needed to maintain a similarly clean facility.
- 1.2 Landscaped areas-- Any landscaped areas immediately adjacent to the Commuter Parking Facilities on the KCHA Property shall be kept free of weeds and covered annually with ground bark. Plantings, shrubs and ornamental trees immediately around the Commuter Parking Facilities on the KCHA Property shall be fertilized and pruned regularly but no less than annually. Dead or dying plantings, shrubs, and ornamental trees, once established, shall be replaced by KCHA.

2. Commuter Parking Facilities Maintenance.

- 2.1 KCHA shall furnish all labor, equipment and supplies necessary for the proper performance of Commuter Parking Facilities maintenance. Supplies include, but are not limited to, cleaners, detergents, floor polish, disinfectants, vacuum cleaners, dust cloths, wet and dry mops, waxes, buffing machines, plastic bags, graffiti removal agents, and trash can liners.
- 2.2 Immediate response scope of work: Offensive Graffiti shall be removed within 24 hours of it being reported or seen. For this purpose, “offensive graffiti” is defined as: Racially or ethnically derogatory words or markings; words generally considered profane or socially unacceptable; or pictures/drawings of an obscene nature.
- 2.3 Daily scope of work: the following shall be reviewed five times a week and performed, if and as needed to maintain a similarly clean facility.
 - Pick up all paper, cigarette butts, beverage containers, and other debris from floor of garage
 - Sweep floors as needed

- Sweep stairs and clean handrails
- Empty trash receptacles and replace liners
- Remove stickers, flyers and other unauthorized advertising, and graffiti from all surfaces including the exterior of building.
- Replace broken or burned out light fixtures.
- Remove accumulated snow, ice, and water in and around the garage and access areas as necessary. No chloride products shall be used.
- Replace broken, missing or damaged signs.

2.4 Weekly scope of work: the following shall be done on a weekly basis or as needed to maintain a similarly clean facility:

- Sweep the entire garage and/or hose clean
- Dust light fixtures, wash glass on security monitors

2.5 Twice annual scope of work: the following shall be done twice annually or as needed to maintain a similarly clean facility:

- Pressure wash or hose off food and beverage spills
- Pressure wash stairs
- Remove/clean grease and oil spills using spill kit.

2.6 Annual scope of work: the following shall be done on an annual basis or as needed to maintain a similarly clean facility:

- Wash all light fixtures
- Restripe parking stalls
- Repaint and maintain stall and traffic markings

OPERATIONS AND MAINTENANCE AGREEMENT FOR COUNTY PROPERTY, INCLUDING ADDITIONAL TRANSIT FACILITIES

SCHEDULE 2

Minimum Maintenance Tasks and Intervals

1 Grounds.

- 1.1 Scope of work: General-- All public spaces including surfaces, walls, railings, curbs, benches, streets, public art or other displays, signs, or other improvements, located in or on the County Property, Additional Transit Facilities and related sidewalks, entrances, and exits (collectively, the "County Commuter Facilities") shall be well maintained and kept clean and free of all dirt, debris, contaminants and litter including papers, wrappers, containers, stickers, flyers, cigarette butts, food and beverage spills, graffiti, leaves and other material. Sweeping, pickup, and/or disposal of dirt, debris, contaminants, and litter within and around the County Commuter Facilities shall be performed five times per week or as needed to maintain a similarly clean facility.
- 1.2 Landscaped areas-- Any landscaped areas on the County Property shall be kept free of weeds and covered annually with ground bark. Plantings, shrubs and ornamental trees within the County Property shall be fertilized and pruned regularly but no less than annually. Dead or dying plantings, shrubs, and ornamental trees, once established, shall be replaced by the County.

2 County Commuter Facilities Maintenance.

- 2.1 The County shall furnish all labor, equipment and supplies necessary for the proper performance of County Commuter Facilities maintenance and may procure these services from a third party vendor specializing in facilities maintenance. Supplies include, but are not limited to, cleaners, detergents, floor polish, disinfectants, vacuum cleaners, dust cloths, wet and dry mops, waxes, buffing machines, plastic bags, graffiti removal agents, and trash can liners.
- 2.2 Immediate response scope of work: Offensive or gang related graffiti and signs of vandalism shall be removed or repaired within 24 hours of it being reported or seen. For this purpose, "offensive graffiti" is defined as: Racially or ethnically derogatory words or markings; words generally considered profane or socially unacceptable; or pictures/drawings of an obscene nature.
- 2.3 Daily scope of work: the following shall be reviewed five times a week and performed, if and as needed to maintain a similarly clean facility.
- Pick up all paper, cigarette butts, beverage containers, and other debris.
 - Remove stickers, flyers and other unauthorized advertising, and graffiti from all surfaces including the exterior of building.

- Sweep and mop floors as needed.
- Dust and vacuum light and fan grills as needed.
- Clean exterior doors, stairs, and handrails.
- Remove food and beverage spills and gum.
- Empty trash receptacles and replace liners.
- Replace broken or burned out light fixtures.
- Remove accumulated snow, ice, and water in and around passenger loading areas as necessary. No chloride products shall be used.
- Replace broken, missing or damaged signs.

2.4 Weekly scope of work: the following shall be done on a weekly basis or as needed to maintain a similarly clean facility:

- Pressure wash or hose off food and beverage spills
- Dust light fixtures, wash glass on security monitors

2.5 Drivers' Comfort Station. The County is responsible for cleaning, maintaining and supplying the Drivers' Comfort Station.

2.6 Passenger Loading Area. The following shall be done quarterly or as needed to maintain a similarly clean facility:

- Clean and maintain all transit shelters and covered walkways including frames, footings, roofs, benches, panels/windcreens, lighting and railings.
- Maintain and clean all paved areas, including sweeping and litter pick-up at least five (5) times a week.
- Perform emergency repairs within the transit shelters and passenger loading area.

2.7 Information, Signage and Artwork

- Maintain and stock all transit information signage and receptacles and maintain public artwork consistent with 4Culture guidelines.

2.8 Monthly scope of work: the following shall be done quarterly or as needed to maintain a similarly clean facility:

- Transit Loop and Entrance Driveway shall be pressure washed and cleaned as necessary to remove dirt, leaves, grease and accumulated oil

2.9 Twice annual scope of work: the following shall be done twice annually or as needed to maintain a similarly clean facility:

- Pressure wash stairs
- Pressure wash off grease and oil.

2.10 Annual scope of work: the following shall be done on an annual basis or as needed to maintain a similarly clean facility:

- Wash all light fixtures

Certificate Of Completion

Envelope Id: 7EA0D853-7779-4B78-A475-A5EAD6B0418B

Status: Completed

Subject: Complete with Docusign: Ordinance 19948.docx, Ordinance 19948 Attachment A.pdf

Source Envelope:

Document Pages: 3

Signatures: 3

Envelope Originator:

Supplemental Document Pages: 109

Initials: 0

Cherie Camp

Certificate Pages: 5

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401 5TH AVE

Envelopeld Stamping: Enabled

SEATTLE, WA 98104

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Cherie.Camp@kingcounty.gov

IP Address: 198.49.222.20

Record Tracking

Status: Original

Holder: Cherie Camp

Location: DocuSign

7/2/2025 3:10:33 PM

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Security Appliance Status: Connected

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Location: Docusign

Signer Events

Girmay Zahilay

girmay.zahilay@kingcounty.gov

Council Chair

Security Level: Email, Account Authentication (None)

Signature

Signed by:


1AEA3C5077F8485...

Timestamp

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Electronic Record and Signature Disclosure:

Accepted: 7/2/2025 4:05:13 PM

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Melani Hay

melani.hay@kingcounty.gov

Clerk of the Council

King County Council

Security Level: Email, Account Authentication (None)

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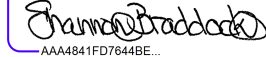
Shannon Braddock

Shannon.Braddock@kingcounty.gov

Deputy Executive

Security Level: Email, Account Authentication (None)

Signed by:


AAA4841FD7644BE...

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Ames Kessler
akessler@kingcounty.gov
Executive Legislative Coordinator & Public Records
Officer
King County
Security Level: Email, Account Authentication
(None)
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	7/14/2025 1:44:55 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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