

USE AGREEMENT

This Use Agreement is entered into between the **City of Redmond**, a municipal corporation of the State of Washington, hereinafter referred to as "CITY", and **King County**, a municipal corporation of the State of Washington, hereinafter referred to as "COUNTY".

WHEREAS, CITY is the owner of certain real properties ("Property") commonly referred to as temporary City Hall parking lot area (Parking Lot), approximately 8701 160th Avenue NE, Redmond, Washington, and also described as a portion of Redmond Municipal Campus Binding Site Plan, Recorded as No. 20031229000005 records of King County Washington, and a public park area, approximately 8305 161st Avenue NE, Redmond, Washington, also referred to as Edge Skate Park, Tax Parcel 022505-9094.

WHEREAS, the Parking Lot is approximately one acre of asphalted area with denoted vehicular parking spaces, curb stops and lighting, and

WHEREAS, COUNTY is redeveloping its park-n-ride facilities at NE 83rd and 161st Avenue NE and the location will be unavailable for commuter parking use, including the bike facilities, and will displace 386 commuter parking spaces during construction, and

WHEREAS, COUNTY desires to provide alternative commuter vehicle parking during the construction period, and

WHEREAS, CITY is the owner of certain real property commonly referred to as Edge Skate Park, located at the northeast corner of NE 83rd and 161st Avenue NE, and

WHEREAS, COUNTY desires to promote alternative transportation means and continue providing commuter bike facilities immediately adjacent to the commuter bus facilities, that will remain at this location during the construction, and

WHEREAS, CITY is willing to allow COUNTY to enter and use the Parking Lot and a portion of the Edge Skate Park ("Bike Area") during the duration of the construction under the terms and conditions set forth below, now, therefore,

FOR AND IN CONSIDERATION of the conditions and obligations set forth below, the parties agree as follows:

1. Grant of Use Agreement.

1.1 CITY hereby grants to COUNTY permission to access, enter, occupy and use the Parking Lot, graphically depicted on Exhibit "A", attached here to and incorporated herein as the described area for the use of commuter vehicular parking.

1.2 CITY hereby grants to COUNTY permission to access, enter, occupy and use the Bike Area, graphically depicted on Exhibit "B", attached here to and incorporated herein as the described area for the use of commuter bike facilities.

2. Consideration. As consideration for the permission to use the Parking Lot and Bike Area, COUNTY agrees to pay CITY a monthly sum ("Consideration Amount") of Seven Thousand and no/100 Dollars (\$7,000.00). The Consideration Amount will be paid in advance on a quarterly basis. The first payment shall be paid on or prior to the date this Use Agreement commences and subsequent payments shall be made on or prior to the fifth day of the first month of the quarter during the term of this Use Agreement and any extension periods. The consideration amount for any period less than a full quarter will be prorated for the portion of that quarter during which this Use Agreement is in effect.

3. Term. The term of this Use Agreement shall commence **November 1, 2007** and shall automatically expire **March 31, 2009** ("Initial Term"), unless terminated earlier as provided for herein.

4. Termination/Expiration of Use Agreement.

4.1 CITY reserves the right to terminate this Use Agreement if it determines that COUNTY has violated any term or obligations of the Use Agreement. Termination shall be effective 30 days following written notice received by COUNTY.

4.2 COUNTY may terminate this Use Agreement with ninety (90) days written notice to CITY during the Initial Term.

5. Extension/Renewal. COUNTY may request to extend Use Agreement for up two (2) three-month extensions immediately following the Initial Term. COUNTY shall provide CITY written notice/request to extend no less than 90-days prior to the expiration of the initial term or the end of first each extension.

6. Compliance with Laws. In use of the Parking Lot, COUNTY shall at all times comply with all applicable federal, state and local laws, rules, regulations and ordinances, including but not limited to, all laws and ordinances of the City of Redmond.

7. Obligation of COUNTY.

7.1 COUNTY shall not make any improvements or enhancements to the Parking Lot or Bike Area, unless authorized according to the terms of this Use Agreement, or other required permits or permissions as required under City of Redmond development regulations.

7.2 COUNTY is fully familiar with the physical condition of the Parking Lot and Bike Area, and accepts the same in its present as-is condition as satisfactory to COUNTY needs. COUNTY understands that CITY makes no representation of warranties with respect to condition or fitness of the Parking Lot and Bike Area for any particular use, and shall not be liable for any latent or patent defects therein. It is specifically agreed and understood that COUNTY shall not call on CITY to make any improvements or repairs to the Parking Lot or Bike Area. COUNTY will be responsible for making the improvements to or within the Parking Lot and Bike Area as set forth in Exhibit "C" attached here to and incorporated herein, and further depicted in Exhibits "A" and "B". Any additional improvements shall not be undertaken until the City of Redmond has reviewed plans for such improvement and approved the plans.

7.3 COUNTY shall be responsible for all costs for improvements to the Parking Lot and Bike Area made pursuant to this Use Agreement. Furthermore, COUNTY shall be solely responsible for

obtaining all permits and approvals for such improvements; provided that the City of Redmond will cooperate as necessary for COUNTY to obtain improvements.

7.4 COUNTY shall be responsible for all Parking Lot and Bike Area maintenance, repairs, upkeep and trash removal to keep the areas clean and in a safe and functioning condition for the duration of this Use Agreement.

7.5 Upon termination or expiration of this Use Agreement by either Party, COUNTY agrees to barricade the vehicular entry to the Parking Lot and remove any offsite location signage, at COUNTY's sole cost and expense.

8. Obligation of CITY. Upon the expiration or termination of this Use Agreement, CITY shall accept the Parking Lot and any improvements or enhancements made during this Use Agreement term or extensions in an as-is condition.

9. Actions/Activities of CITY.

9.1 During this Use Agreement term, use of City of Redmond parking lots or parking structures, other than the Parking Lot, will be monitored for COUNTY commuter parking. Commuter's use of off-street areas not permitted under this Use Agreement will not be tolerated and action may be taken to deter commuters using other City of Redmond off-street parking areas.

9.2 CITY will not use the Parking Lot or permit or authorize others to use the Parking Lot during the term of this Use Agreement without first obtaining COUNTY approval.

9.3 CITY will not provide any security monitoring nor promote any commuter vehicular service assistance as an obligation under this Use Agreement.

10. Indemnification. The County shall hold harmless, indemnify and defend, at its own expense, the City, its elected and appointed officials, officers, employees and agents from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses (including reasonable attorney fees), arising out of the County's use under this Use Agreement, including but not limited to claims by the County's employees, invitees and third parties, except for those damages solely caused by the negligence or willful misconduct of the City, its elected or appointed officials, officers, employees or agents; PROVIDED, if a claim is caused by or results from the concurrent negligence or willful misconduct of the parties, this indemnification shall be valid and enforceable only to the extent of the negligence or willful misconduct of the County; PROVIDED FURTHER, that these indemnification provisions shall apply to claims from which the County would otherwise be able to claim immunity under Title 51, industrial insurance. The foregoing provision was mutually negotiated by the parties.

11. Insurance. The CITY acknowledges, agrees and understands that COUNTY is self-insured for all of its liability exposures. COUNTY agrees, at its own expense, to maintain through its self-insurance program coverage for its liability exposures for the duration of this Use Agreement. COUNTY agrees to provide CITY with at least 30 days prior written notice of any change in COUNTY's self-insured status and upon request will provide COUNTY with the letter of self-insurance as adequate proof of insurance.

12. Notices. Notices required by this Use Agreement shall be personally served, sent by certified mail or by confirmed facsimile as follows:

If to CITY:

City of Redmond MS: 4NPW
Real Property Manager
PO Box 97010
Redmond, WA 98073-9710
Phone: 425-556-2715
Fax: 425-556-2700

If to COUNTY:

King County Metro Transit Division
Attn: Bob Stier
Mail Stop KSC-TR-0431
201 S Jackson Street
Seattle, WA 98104
206-263-7228

With a copy to:

King County Metro Transit Division
Attn: Sheldon Teel
Mail Stop SCS-TR-0100
201 S Jackson Street
Seattle, WA 98104
206.684.2241

and a copy to:

King County Prosecuting Attorney
Attn: Scott Johnson
Mail Stop: W400 King County Courthouse
516 Third Avenue
Seattle, WA 98104

13. Permissive Use. COUNTY acknowledges that all of COUNTY's access, use and occupancy of the Parking Lot and Bike Area before, during and after issuance of this Use Agreement have been permissive on the part of CITY and that COUNTY makes no claim to title of the Parking Lot and will not acquire any such title via this Use Agreement. Title to the Parking Lot and Bike Area shall at all times remain with CITY.

CITY OF REDMOND, a municipal corporation of the State of Washington

By: [Signature]

Its: Mayor

Date: 10/26/07

KING COUNTY, a municipal corporation of the State of Washington

By: [Signature]

Its: 11/7/07

Date: Asst. Director, Dept. of Transportation

Approved as to Form:

[Signature]
James E. Haney, City Attorney

Approved as to Form:

[Signature]

EXHIBIT "A" PARKING LOT



EXHIBIT "B"
BIKE AREA

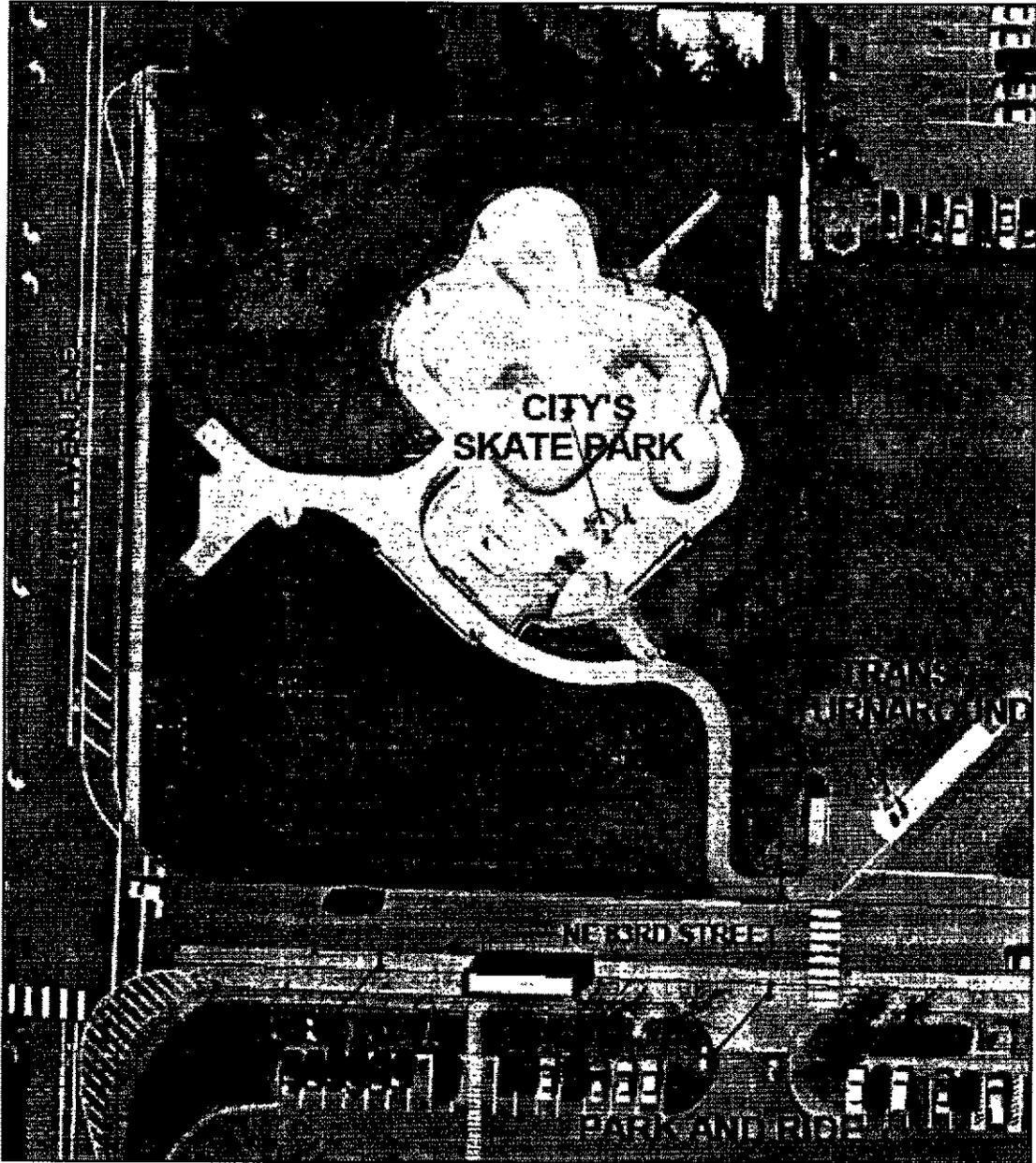
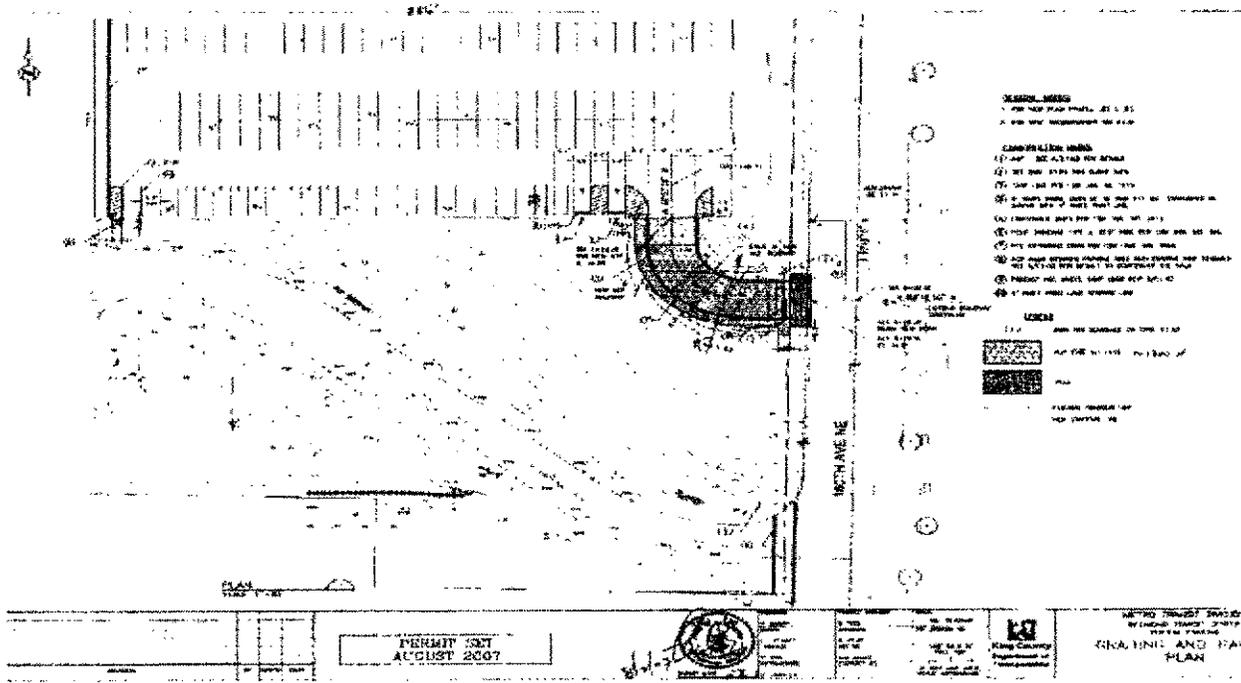


EXHIBIT "C"

Improvements to Parking Lot and Bike Area



- GENERAL NOTES**
1. SEE ALL NOTES ON SHEETS 21 & 22
 2. SEE ALL NOTES ON SHEETS 21 & 22
- CONSTRUCTION NOTES**
1. SEE ALL NOTES ON SHEETS 21 & 22
 2. SEE ALL NOTES ON SHEETS 21 & 22
 3. SEE ALL NOTES ON SHEETS 21 & 22
 4. SEE ALL NOTES ON SHEETS 21 & 22
 5. SEE ALL NOTES ON SHEETS 21 & 22
 6. SEE ALL NOTES ON SHEETS 21 & 22
 7. SEE ALL NOTES ON SHEETS 21 & 22
 8. SEE ALL NOTES ON SHEETS 21 & 22
 9. SEE ALL NOTES ON SHEETS 21 & 22
 10. SEE ALL NOTES ON SHEETS 21 & 22
 11. SEE ALL NOTES ON SHEETS 21 & 22
 12. SEE ALL NOTES ON SHEETS 21 & 22
 13. SEE ALL NOTES ON SHEETS 21 & 22
 14. SEE ALL NOTES ON SHEETS 21 & 22
 15. SEE ALL NOTES ON SHEETS 21 & 22
 16. SEE ALL NOTES ON SHEETS 21 & 22
 17. SEE ALL NOTES ON SHEETS 21 & 22
 18. SEE ALL NOTES ON SHEETS 21 & 22
 19. SEE ALL NOTES ON SHEETS 21 & 22
 20. SEE ALL NOTES ON SHEETS 21 & 22
- LEGEND**
1. SEE ALL NOTES ON SHEETS 21 & 22
2. SEE ALL NOTES ON SHEETS 21 & 22
3. SEE ALL NOTES ON SHEETS 21 & 22
4. SEE ALL NOTES ON SHEETS 21 & 22
5. SEE ALL NOTES ON SHEETS 21 & 22
6. SEE ALL NOTES ON SHEETS 21 & 22
7. SEE ALL NOTES ON SHEETS 21 & 22
8. SEE ALL NOTES ON SHEETS 21 & 22
9. SEE ALL NOTES ON SHEETS 21 & 22
10. SEE ALL NOTES ON SHEETS 21 & 22
11. SEE ALL NOTES ON SHEETS 21 & 22
12. SEE ALL NOTES ON SHEETS 21 & 22
13. SEE ALL NOTES ON SHEETS 21 & 22
14. SEE ALL NOTES ON SHEETS 21 & 22
15. SEE ALL NOTES ON SHEETS 21 & 22
16. SEE ALL NOTES ON SHEETS 21 & 22
17. SEE ALL NOTES ON SHEETS 21 & 22
18. SEE ALL NOTES ON SHEETS 21 & 22
19. SEE ALL NOTES ON SHEETS 21 & 22
20. SEE ALL NOTES ON SHEETS 21 & 22

