



INTRLOC_00 KC DEPT OF TRANSPORTATION

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Description: METRO TRANSIT FACILITY LICENCE AGREEMENT
NO PO ISSUED

KC DEPT TRANSPORTATION
 10/20/2015

INTRLOC_00
 INTERLOCAL AGREEMENTS
 12/31/2099

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Notes:



King County
Department of Transportation
Transit Division

CR# 48099 DATE 11-3-11 LOC INTRLOC-00

METRO TRANSIT FACILITY LICENSE AGREEMENT

ZONE NO. 67500

THIS LICENSE is hereby granted on the day and year set forth below between the City of Bellevue, Washington, hereinafter "Licensor," and **King County Department of Transportation (Transit)**, hereinafter "Licensee."

Licensor, for and in consideration of the obligations of Licensee herein set forth, licenses to Licensee approximately 286 square feet of property ("Licensed Area") for the uses described in this License at the locations identified on the site plan(s), attached to this License as Exhibit A, which is a portion of property owned by Licensor at the following address: 800 148th Avenue NE, Bellevue, Washington 98007, with the following parcel number 272505-9041-07, and with the following legal description:

Parcel D, Short Plat No. 78-60, recorded under Recording No. 7811151021, records of King County, Washington, SITUATE in the County of King, State of Washington.

Use of Licensed Area. Licensor allows Licensee ingress and egress to, from, around and on the Licensed Area to construct, install, maintain, repair, replace, remove and, along with its transit customers, use, and other supporting equipment and facilities ("Transit Improvements"), substantially as included and located on the site plan(s), attached to this License as Exhibit A. This License shall include any modifications of and/or upgrades to the Transit Improvements, provided that such modifications and/or upgrades do not include any significant expansion of the Licensed Area.

Site Preparation. As part of its site preparation, Licensee agrees to remove such grassy vegetation that may be removed by weed-eating in and around the Licensed Area, in the area of Licensor's property shown on the attached Exhibit B, prior to and/or as a part of its initial construction activities authorized under this License, all at Licensee's sole expense. The vegetation removal shall be accomplished by weed-eating and shall not include pruning, pulling up roots or other similar vegetation removal and shall be at no cost to Licensor. Licensor grants Licensee access to its property for this purpose. Licensee's obligation to remove vegetation under this section shall be extinguished after the vegetation is removed, and such obligation shall not be ongoing.

Costs. By accepting this License, Licensee agrees to construct, install, maintain, repair, replace, remove and use said Transit Improvements at no cost to Licensor and in a manner that will not impair the use and occupancy of the remainder of Licensor's property.

Maintenance. Licensee shall maintain the Transit Improvements in a good, clean and attractive condition, including removing graffiti as needed.

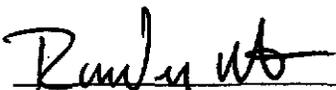
Trenching. If the use of the Licensed Area by Licensee shall involve trenching, Licensee shall restore the trenched area to a good or better condition as that which existed prior to the trenching.

Hold Harmless. Licensee shall save the Licensor harmless from any damage and liability whatsoever that may be occasioned by reason of the construction, installation, maintenance, repair, replacement, removal and use of the Transit Improvements and/or the use of the Licensed Area described herein.

Revocation and Termination. Licensor may revoke this License by providing Licensee with written notice of revocation. Licensee may terminate this License by providing Licensor with written notice of termination. In either event, this License shall terminate, and Licensee shall have ninety (90) days to remove the Transit Improvements and to restore the Licensed Area to as good or better condition as that which existed prior to construction and/or installation of the subject Transit Improvements.

Dated this 20th day of October, 2011.

**APPROVED BY LICENSEE:
KING COUNTY DEPARTMENT
OF TRANSPORTATION**

By: 
Randy Witt, Manager
Design and Construction Section

**APPROVED BY LICENSOR:
CITY OF BELLEVUE
UTILITIES DEPARTMENT**

By: 
Nav Ota, Director
Utilities Department

EXHIBIT B

City of Bellevue Utilities 2725059041



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Date: 01/2/2010

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