#### COOPERATIVE AGREEMENT

## Operation and Maintenance of the Mason County Pickering Road and Cole Road Park and Rides

THIS COOPERATIVE AGREEMENT (Agreement) for the operation and maintenance of the Pickering Road and Cole Road Park and Rides is made and entered into by and between Mason County hereinafter called (COUNTY) and Mason County Public Transportation Benefit Area dba Mason Transit Authority hereinafter called (MTA).

#### RECITALS

- A. MTA is currently constructing park and ride lots commonly known as the Pickering Road and Cole Road Park and Rides located at the intersections of SR 3 and Pickering Road and Cole and SR 3;
  - B. The Park and Rides are located on real property owned by the COUNTY;
- C. The MTA provides public transportation within Shelton and Mason County, and has adopted a comprehensive plan to provide mass transit for said rural area, which includes providing transit services at the Park and Ride Lots;
- D. The MTA and COUNTY have agreed on the operation and maintenance for the Park and Ride Lots; and
- E. The COUNTY and the MTA are authorized to enter into this agreement pursuant to Chapter 39.34 RCW.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED THAT:

#### 1. **PREMISES**.

A. The premises covered by this Agreement are shown on the MTA Plans and Specification dated February 2018 in Exhibits A (Pickering Road Park and Ride) and B (Cole Road Park and Ride), attached hereto and by this reference made a part hereof, and defined as follows:

## Legal Description attached hereto as Exhibits A-1 and B-1

B. MTA has examined the Premises and accepts it in its present condition as part of the consideration of this Agreement.

#### 2. USE OF PREMISES.

- A. No use other than operation and maintenance of a park and ride lot in conjunction with transit services shall be permitted without the prior written approval of the COUNTY. Operation of transit services are the transfer of motorists from private vehicles to buses or to or from private carpool vehicles, bus to bus transfers, transfers to MTA van pools, and necessary security activities. Any other use authorized by the COUNTY will be pursuant to separate written agreement. This provision applies to other uses by MTA and uses by third parties.
- B. In using the Premises, MTA must comply with all COUNTY municipal codes, policies, and regulations heretofore adopted or hereafter promulgated by the COUNTY relative to the location, operation, and maintenance of improvements located on the Premises.
- C. In using the Premises, it is expressly agreed that MTA must comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements, that are in force, or which may hereafter be in force and secure and maintain all necessary permits and licenses.
- D. Signs, display lights, or advertising media/materials are not permitted on the Premises except on transit buses, unless prior written approval by the COUNTY.
- E. MTA will not disturb markers installed by a franchise or permit holder and will contact the franchise or permit holder prior to any excavation in order that the franchise or permit holder may locate underground utilities. It is MTA's responsibility to protect legally installed underground utilities from damage caused by itself, its contractors, agents, employees, MTAs, and/or invitees. Prior to any operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced to a vertical depth of twelve inches (12") or greater, MTA must call the one-number locator service in MTA's area as required by RCW 19.122 to ascertain the existence of underground utilities. MTA must comply with all provisions of Chapter 9.122 RCW relating to underground facilities.
- **3. TERM**. This Agreement shall be a 20-year tenancy, commencing on date of execution by the Board of County Commissioners.

## 4. RENEWAL.

- A. This Agreement may be renewed for a 20-year period; provided that;
- (1) MTA is not in default and has not been in default during the term or any Renewal Period of this Agreement;
  - (2) there is no other public need for the Premises;
- (3) the Park and Ride Lot is, in the COUNTY's determination, continuing to serve a functional highway purpose; and

- (4) the terms and conditions of this Agreement conform to then existing COUNTY policies or practices, laws, regulations, and contracts, or provided MTA is willing to amend this Agreement to bring it into compliance with such policies, practices, laws, regulations, and contracts.
- B. The Agreement for the Renewal Period shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts, as reflected in a written amendment signed by both parties.
- C. MTA shall give notice of its intent to renew this Agreement for the Renewal Period at least ninety (90) calendar days, but not more than six (6) months prior to the expiration of this Agreement, or any renewal thereof.

### 5. TERMINATION BY COUNTY.

- A. The COUNTY may terminate this Agreement, in whole or in part, without penalty or further liability as follows:
- (1) upon thirty (30) calendar days' written notice to MTA, if MTA defaults, and fails to cure such default within that thirty (30) calendar day period, or such longer period, as may be determined by the COUNTY in its sole judgment, if MTA is diligently working to cure the default; and
- (2) immediately, upon written notice, if a receiver is appointed to take possession of MTA's assets, MTA makes a general assignment for the benefit of creditors, or MTA becomes insolvent or takes or suffers under the Bankruptcy Act.
- B. Waiver or acceptance of any default of the terms of this Agreement by the COUNTY shall not operate as a release of MTA's responsibility for any prior or subsequent default.
- C. If MTA defaults on any provision in this Agreement three (3) times within a twelve (12)-month period, then the third default shall be deemed "non-curable" and this Agreement may be terminated by the COUNTY on thirty (30) days written notice.

### 6. TERMINATION BY MTA.

- A. MTA may terminate this Agreement, in whole or in part, without penalty or further liability as follows:
  - (1) upon not less than thirty (30) calendar days' prior written notice,
- (2) upon not less than thirty (30) calendar days' prior written notice to the COUNTY, if the COUNTY defaults, and fails to cure such default within that thirty (30) calendar day period, or such longer period, as may be determined by MTA in its sole judgment, if the COUNTY is diligently working to cure the default, or

- (3) Immediately, upon written notice, if in MTA's judgment the Park and Ride Lot is destroyed or damaged so as to substantially and adversely affect MTA's authorized use of the Park and Ride Lot.
- 7. **CONSIDERATION.** In exchange for the use of the Premises by MTA to operate a park and ride lot in conjunction with transit services, as described elsewhere herein, the MTA agrees to perform the maintenance services on the Premises, as provided elsewhere herein.

#### 8. MAINTENANCE.

- A. MTA agrees to maintain the striping, signing and illumination.
- B. COUNTY shall maintain the remainder of the facility.
- **9. IMPROVEMENTS.** Improvements other than the approved Plans and Specifications in Exhibit A and B are not permitted, unless prior written approval by the COUNTY. Prior to the installation of these improvements MTA shall notify the COUNTY and the parties shall coordinate their activities to facilitate such installations.

### 10. PERSONAL PROPERTY.

- A. The COUNTY shall not be liable in any manner for, or on account of, any loss or damage sustained to any property of whatsoever kind stored, kept, or maintained in or about the Premises, except for such claims or losses that may be caused by the COUNTY, its authorized agents, or employees.
- B. MTA shall not be liable in any manner for, or on account of, any loss or damage sustained to COUNTY, its franchisees, lessees, and permittees, or other authorized users' personal property of whatsoever kind stored, kept, or maintained on or about the Premises, except for such claims or losses that may be caused by MTA, its authorized agents, or employees.
- C. Upon termination of this Agreement, the COUNTY or its agent may remove all personal property of MTA and MTA improvements or modifications to the Premises remaining on the Premises at MTA's expense and dispose of it in any manner the COUNTY deems appropriate. MTA agrees to reimburse the COUNTY for the costs of such removal and disposal within thirty (30) calendar days of the date of the COUNTY's invoice.
- 11. CONSTRUCTION. No construction of new or reconstruction of existing improvements is permitted without the prior written approval of the COUNTY. MTA covenants that any regrading or improvements to be constructed on the Premises will not at any time during or after construction either damage, threaten to damage, or otherwise adversely affect any part or element of the highway facility or the operation thereof. The COUNTY shall be furnished with one (1) set of complete plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the Premises, and no work shall be done without prior written approval of such plans by the COUNTY. All construction work shall be done in

conformity with the plans and specifications as approved. All construction shall comply with the COUNTY codes, regulations, construction standards, permit requirements, or other applicable rules, which includes but is not limited to inspection by a certified project inspector. The COUNTY may take any action necessary, including directing that work be temporarily stopped or that additional work be done, to ensure observation of the plans and specifications, protection of all parts and elements of the facility, and compliance with the COUNTY's construction and safety standards. The improvements shall be designed and constructed in a manner that will permit access to the Premises for the purpose of inspection, maintenance, and construction when necessary.

## 12. COUNTY RESERVATION OF RIGHT.

## A. Right of Entry.

- (1) Nothing herein shall affect the COUNTY's, its agent's, and/or contractor's right to enter upon and use the Premises at any time for any purpose.
- (2) Other than in an emergency, the COUNTY, as a matter of courtesy, will attempt to give MTA a minimum of thirty (30) calendar days' notice of any entry that will unreasonably disrupt MTA's operation or maintenance on the Premises. All reasonable steps will be taken to minimize impacts to MTA's operation and maintenance; however, the COUNTY assumes no liability of any kind for any such disruption.
  - B. Right to Grant/Maintain/Operate Utility Franchises/Permits/Easements/Leases.
- (1) Nothing in this Agreement shall affect the COUNTY's right to grant franchises, easements, permits, or enter into leases or other documents concerning the use of the Premises; provided that, such use does not unreasonably interfere with MTA's operation or maintenance of the Premises.
- (2) Nothing in this Agreement shall affect the right for franchisees, permittees, or lessees, to enter upon the Premises to maintain, repair, and enhance existing facilities and install, maintain, and repair new facilities.
- (3) Any installation, maintenance, and repair of the Premises by a franchisee, permittee, or lessee will be accomplished in such a manner as to minimize any disruption to MTA's operation and maintenance on the Premises. Except in the event of an emergency, the franchisee, permittee, or lessee will be required to notify MTA of activities that will involve the use of the Premises prior to such use. In addition, the franchisee, permittee, or lessee will be required to restore paving and grading damaged by the installation, maintenance, and/or repair.
- 13. VACATION OF PREMISES. Upon termination of this Agreement, MTA shall cease its operations on the Premises and, if so directed by the COUNTY, restore the Premises to its condition prior to MTA's occupancy. This restoration may include the removal of personal property and any MTA improvements or modifications to the Premises. This work shall be done at MTA's expense and to the reasonable satisfaction of the COUNTY. In the event MTA fails to

vacate and, if so directed by the COUNTY, restore the Premises prior to the date of termination, MTA shall be liable for any and all costs to the COUNTY arising from such failure and agrees to reimburse the COUNTY for all such costs within thirty (30) calendar days of the date of the COUNTY's invoice for such costs.

#### 14. TAXES/ASSESSMENTS/UTILITIES.

- A. MTA agrees to pay all assessments that benefit the Premises, and/or which may hereafter become a lien on the interest of MTA. MTA shall have the right to appeal disputed charges.
- B. MTA also agrees to pay all taxes that may hereafter be levied or imposed upon MTA or by reason of this Agreement. MTA shall have the right to appeal disputed charges.
- C. MTA agrees, except as noted herein, to pay the cost for all utility bills incurred at the Park and Ride Lot, including, but not limited to, sewer, electric, water, surcharges, and rate adjustments that serve the Premises. MTA also agrees to pay any other fee associated with the Premises that may be required by the COUNTY code.

### 15. LIENS.

- A. Nothing in this Agreement shall be deemed to make MTA the agent of the COUNTY for purposes of construction, repair, alteration, or installation of structures, improvements, equipment, or facilities on the Premises. MTA acknowledges that the COUNTY may not, and shall not, be subject to claims or liens for labor or materials in connection with such activities by MTA.
- B. MTA shall at all times indemnify, save and hold the COUNTY harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of MTA's structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees.
- C. In the event a lien is filed upon the Premises, MTA shall either (1) record a valid release of lien; or (2) deposit sufficient cash with the COUNTY to cover the amount of the claim on the lien in question, and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or (3) procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien. Should MTA fail to accomplish either C. (1), (2) or (3) above within thirty (30) calendar days after the filing of such a lien, this Agreement shall be in default per Section 5.A.(1).

## 16. ENVIRONMENTAL REQUIREMENTS.

A. The COUNTY and MTA each represent, warrant, and agree that it will conduct its activities on and off the Premises 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 Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., 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, including all amendments and/or revisions to said laws and regulations.

- B. Toxic or hazardous substances are not allowed on the Premises without the express written permission of the COUNTY and under such terms and conditions as may be specified by the COUNTY. For the purposes of this Agreement, "Hazardous Substances," shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations, and shall include gasoline and other petroleum products. MTA is hereby authorized to bring on to the Premises gasoline and petroleum products necessary to carry out the maintenance and operation requirements set forth in this Agreement. In the event such permission is granted, the disposal of such materials must be done in a legal manner by MTA.
- C. MTA agrees to cooperate in any environmental investigations conducted by the COUNTY staff or independent third parties where there is evidence of contamination on the Premises, or where the COUNTY is directed to conduct such audit by an agency or agencies having jurisdiction. MTA will reimburse the COUNTY for the cost of such investigations, where the need for said investigation is determined to be caused by MTA's operations. MTA will provide the COUNTY with notice of any inspections of the Premises, notices of violations, and orders to clean up contamination. MTA will permit the COUNTY to participate in all settlement or abatement discussions. In the event that MTA fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, the COUNTY may elect to perform such work, and MTA covenants and agrees to reimburse the COUNTY for all direct and indirect costs associated with the COUNTY's work where those costs are determined to have resulted from MTA's use of the Premises. MTA further agrees that the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the right of way.
- D. For the purposes of this Agreement, "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 state or federal environmental laws, which shall include, but not be limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and regulations.

- E. MTA agrees to defend, indemnify, and hold the COUNTY harmless from and against any and all claims, causes of action, demands, and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to other properties which are caused by or result from MTA'S activities on the Premises. MTA further agrees to retain, defend, indemnify, and hold the COUNTY harmless from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from said Premises.
- F. The COUNTY agrees to indemnify, defend, and hold MTA harmless from and against any and all claims, causes of action, demands, and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the existence of, and/or removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Premises, including those that may have migrated from the Premises through water or soil to the other properties, which are caused by or result from the COUNTY's activities on the Premises. The COUNTY further agrees to retain indemnify, defend, and hold MTA harmless from any and all liability arising from the off-site disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from the Premises.
- G. The provisions of this Section shall survive the termination or expiration of this Agreement.
- 17. INSURANCE. MTA will maintain general, auto and completed operations liability coverage to assume the general, auto, and completed operations liability risks associated with the work under this Agreement. COUNTY understands and acknowledges that MTA is a member of a risk-sharing program, the Washington State Transit Insurance Pool. As such, the Washington State Transit Insurance Pool provides the equivalent of these coverages normally found under a commercial lines policy or policies:
- Auto liability coverage for any auto (owned or non-owned) no less than \$1 million each accident.
- General liability coverage no less than \$5 million per occurrence or a \$10 million aggregate limit. This also provides products and completed operations and personal injury.
- Pollution liability insurance for this specific location no less than \$1 million per pollution condition with an annual aggregate of at least \$1 million and shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense or settlement of claims.

MTA maintains workers' compensation as required by the Industrial Insurance laws of Washington through the state of Washington Department of Labor and Industries.

Should MTA add structures or personal property to this property, MTA agrees to insure such in the following manner:

All risk property insurance coverage.

MTA is solely responsible for the payment of any deductible or self-insured retention.

## 18. INDEMNIFICATION.

A. MTA, its successors, and assigns, will protect, save, and hold harmless the COUNTY, its authorized agents, and employees, from all claims, actions, costs, damages, (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of MTA, its assigns, MTA's subagents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Agreement on or off the Premises. MTA further agrees to defend the COUNTY, its agents, or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the negligence of the COUNTY or its authorized agents or employees.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the MTA and the COUNTY, its officers, officials, employees, and volunteers, the MTA's liability hereunder shall be only to the extep.t of the MTA's negligence.

B. COUNTY its successors, and assigns, will protect, save, and hold harmless MTA, its authorized agents, and employees, from all claims, actions, costs, damages, (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of COUNTY, its assigns, MTA's subagents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Agreement on or off the Premises. COUNTY further agrees to defend the MTA its agents, or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the negligence of the MTA or its authorized agents or employees.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the MTA and the COUNTY, its officers, officials, employees, and volunteers, the COUNTY's liability hereunder shall be only to the extent of the MTA's negligence.

C. WAIVER: Both Parties agree that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents

while occupying the Premises for any purpose. For this purpose, Parties, by MUTUAL NEGOTIATION, hereby waives with respect to the Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

- D. The provisions contained in this Section shall survive the termination or expiration of this Agreement.
- 19. INDEPENDENT CAPACITY. MTA shall be deemed an independent contractor for all purposes and the employees of MTA or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of the COUNTY.
- **20. NONDISCRIMINATION**. MTA, for itself, its successors and assigns, as part of the consideration hereof, do hereby agree to comply with all applicable civil rights and antidiscrimination requirements, including but not limited to chapter 49.60 RCW.
- **21. ASSIGNMENT.** Neither this Agreement nor any rights created by it may be assigned, sublet, or transferred.
- **22. BINDING CONTRACT**. This Agreement shall not become binding upon the COUNTY unless and until executed by COUNTY signatories.

### 23. PERFORMANCE BY COUNTY.

- A. If MTA defaults in the performance or observation of any covenant or agreement contained in this Agreement, the COUNTY, without notice if deemed by the COUNTY that an emergency exists, or if no emergency, with thirty (30) calendar days' written notice, may direct MTA to stop work and may itself perform or cause to be performed such covenant or agreement. Such emergency shall include, but not be limited to, endangerment of the life or safety of users of the Park and Ride Lot and the adjacent highway facility, or the endangerment of the Park and Ride Lot or the adjacent highway facility.
- B. MTA shall reimburse the COUNTY the entire cost and expense of such performance by the COUNTY within thi1iy (30) calendar days of the date of the COUNTY's invoice.
- C. Any act or thing done by the COUNTY under the provisions of this Section shall not be construed as a waiver of any agreement or condition herein contained or the performance thereof.
- 24. MODIFICATIONS. This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto. No failure on the part of either party to enforce any covenant or provision herein contained, nor any waiver of any right thereunder, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the either party to enforce the same in the event of any subsequent breach or default.

- 25. INTERPRETATION. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington. The title to paragraphs or sections of this Agreement are for convenience only and shall have no effect on the construction or interpretation of any part hereof.
- 26. SEVERABILITY. If any covenant or provision or part thereof, of the Agreement be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement.
- **27. TOTALITY OF AGREEMENT.** It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by either party except to the extent that the same are expressed in the Agreement.

## 28. DISPUTE RESOLUTION.

A. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

COUNTY: COUNTY Engineer

MTA: MTA General Manager

- B. COUNTY Designated Representative and MTA Designated Representative shall confer to resolve disputes that arise under this Agreement as requested by either party. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.
- C. In the event the Designated Representatives are unable to resolve the dispute, the appropriate COUNTY Administrator and the MTA General Manager for MTA shall confer and exercise good faith to resolve the dispute.
- D. In the event the COUNTY Administrator and the MTA General Manager for MTA are unable to resolve the dispute, the parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame the parties are willing to discuss the disputed issue(s).
- E. Each party shall bring to the mediation session, unless excused from doing so by the mediator, a representative from its side with full settlement authority. In addition, each party shall bring counsel and such other persons as needed to contribute to a resolution of the dispute. The mediation process is to be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conference from later discovery or use in evidence; provided that, any settlement executed by the parties shall not be considered confidential and may be disclosed. Each Party shall pay its own costs for mediation and share equally in the cost of the mediator. The venue for the mediation shall be in Shelton, Washington, unless the parties mutually agree in writing to a different location.

- F. If the parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either party may institute a legal action in the County of Mason, State of Washington, unless other venue is mutually agreed to in writing. The parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.
- 29. ATTORNEYS' FEES. In the event of any controversy, claim, or dispute arising out of this Agreement, each party shall be solely responsible for the payment of its own attorney's fees and costs.
- **30. VENUE.** In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in Mason County, Washington.

#### 31. AGREEMENT MANAGEMENT.

- A. The Program Manager for each of the parties shall be responsible for administration of this Agreement and shall be the contact person for all communications and billings regarding the administration of this Agreement, which expressly excludes notices of default and reporting, and correcting defects covered under warranty.
  - B. The Program Manager for MTA is: MTA General Manager.
  - C. The Program Manager for the COUNTY is: County Engineer
- D. Either party may, from time to time, by notice in writing served upon the other party as required elsewhere herein, designate an additional and/or a different mailing address or an additional and/or different person to whom such notice, request, report or other communication are thereafter to be addressed.

### 32. NOTICES.

- A. Wherever in this Agreement written notices are to be given or made, they will be served, personally delivered or sent by certified mail or overnight mail addressed to the appropriate party(ies) at the addresses provided herein, unless a different address is designated in writing or delivered to the other party.
- B. Notices of default of this Agreement shall be given to the Program Manager and the individuals listed below:
  - (1) MTA: MTA General Manager 790 East Johns Prairie Road Shelton, WA 98584

(2) COUNTY:

Mason County Public Works

Mike Collins, PE, PLS, County Engineer

100 W Public Works Drive

Shelton, WA 98584

C. Either party may, from time to time, by notice in writing served upon the other party as required elsewhere herein, designate an additional and/or a different mailing address or an additional and/or different person to whom notices of default are to thereafter to be addressed.

Mason County Public Transportation Benefit Area, dba Mason Transit Authority Department of Public Works Mason County, Washington

-DocuSigned by:

amy asher

Bv:

Mike Collins, PE, PLS, County Engineer

Approved as to form:

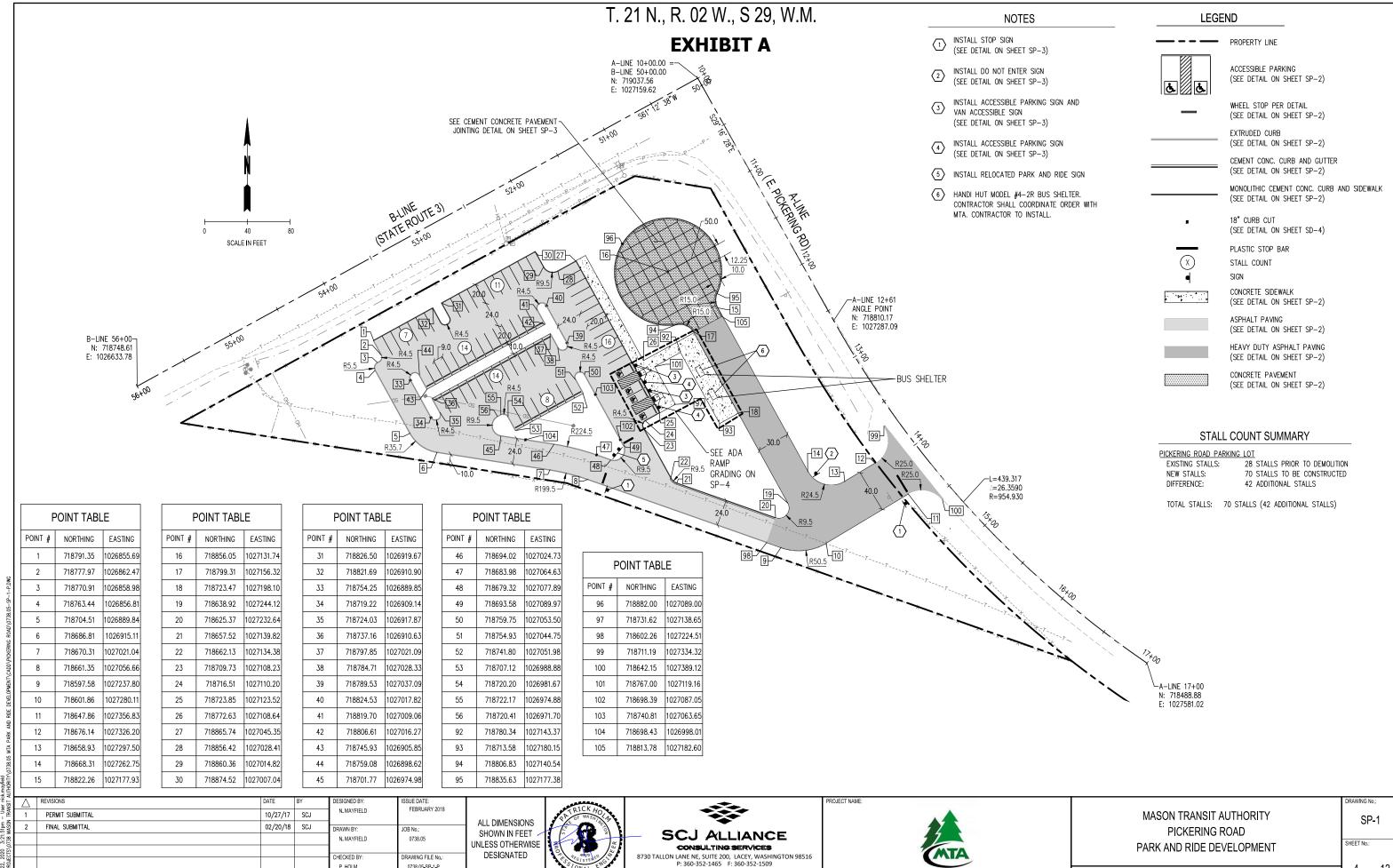
Approved as to form:

DocuSigned by:

Robert W. Johnson

Robert 6W704998hnson, PLLC

Tim Whitehead, Ch. DPA



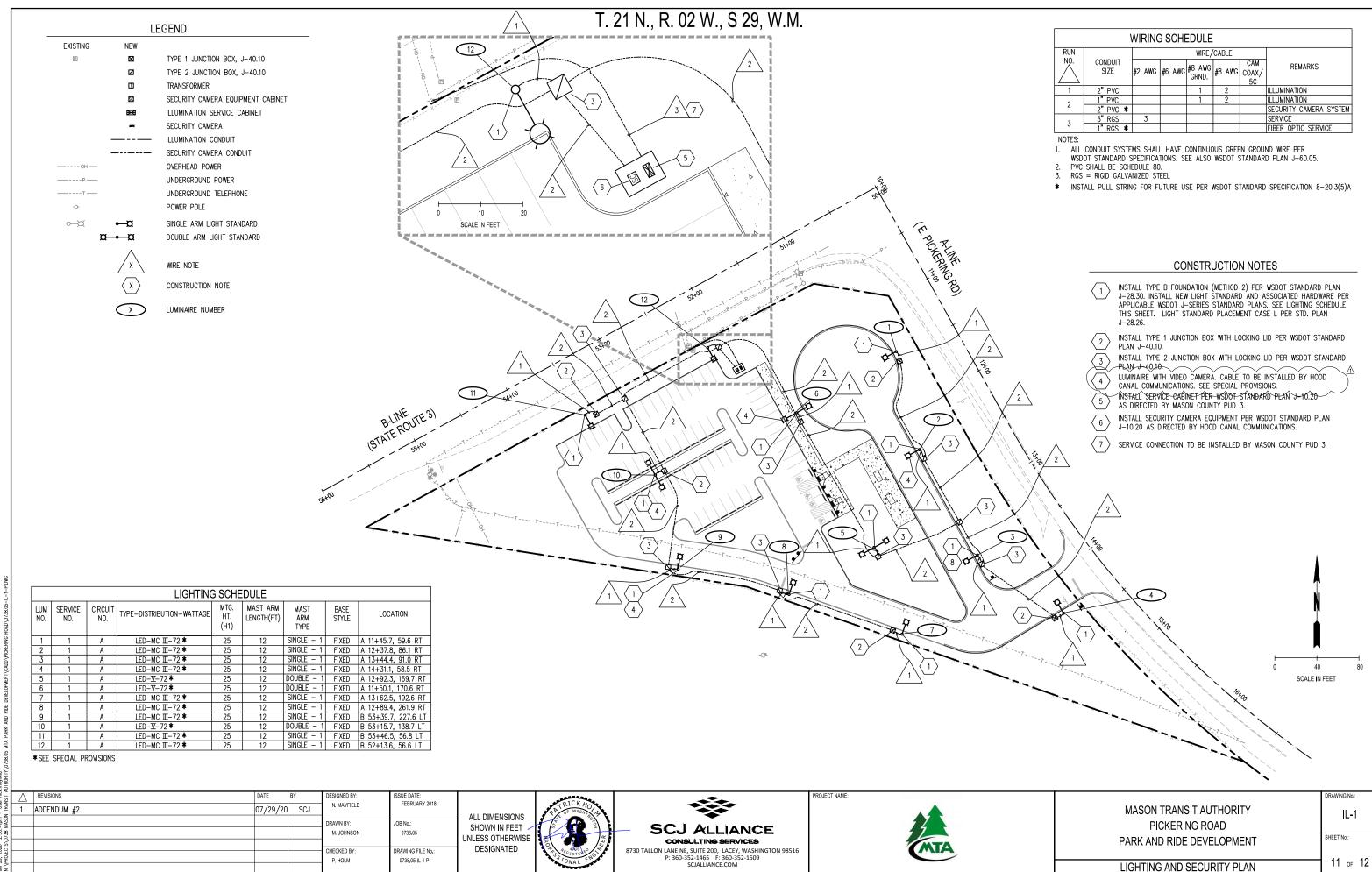


SCJALLIANCE.COM



SITE PLAN AND HORIZONTAL CONTROL PLAN

4 of 12



- User nick.movfield

## **EXHIBIT A-1**

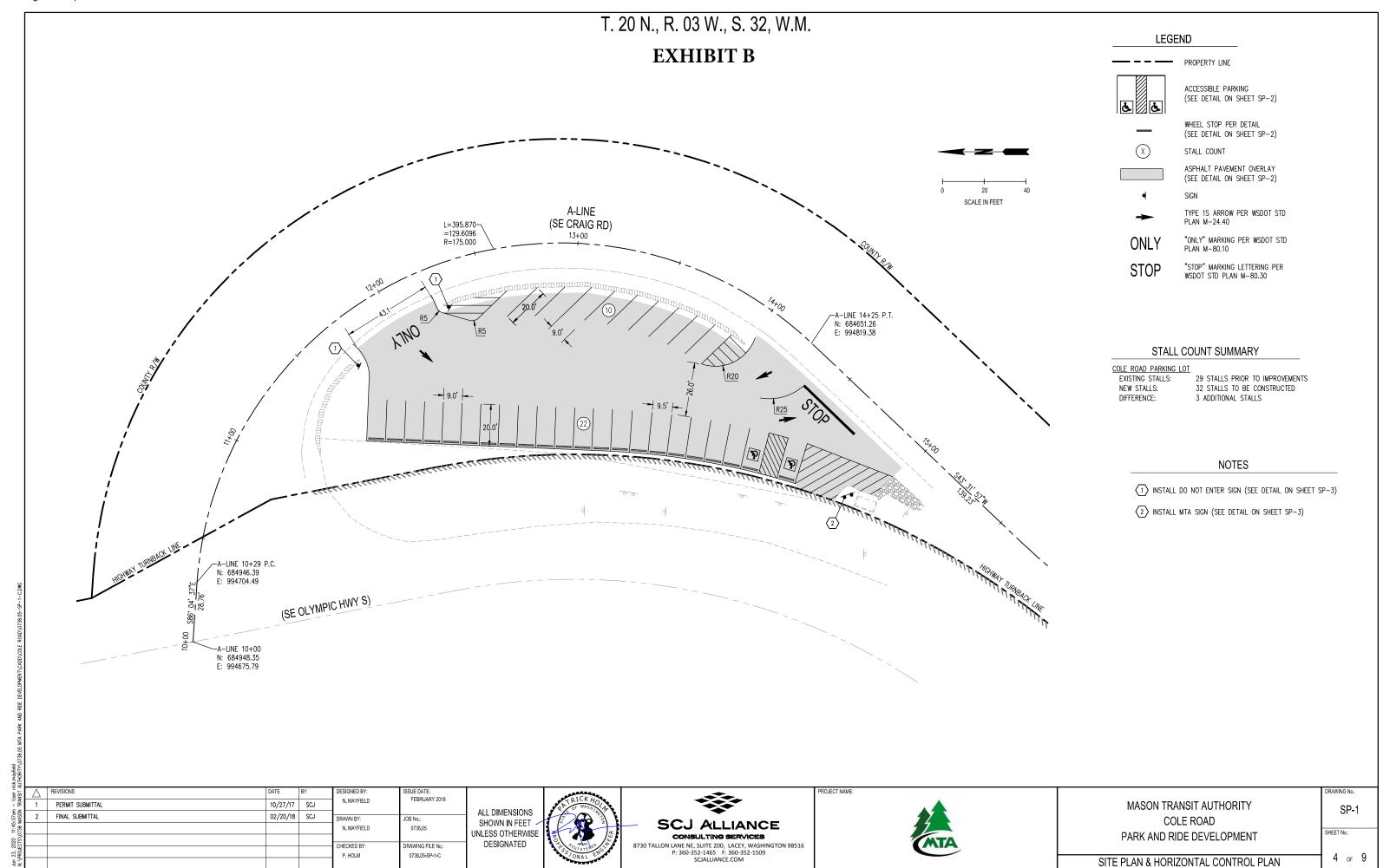
## PICKERING ROAD PARK AND RIDE LEGAL DESCRIPTION

All that portion of the Southeast quarter of Section 30, Township 21 North, Range 2 West, W.M. and the Southwest quarter of Section 29, Township 21 North, Range 2 West, W.M., Mason County, Washington described as follows:

COMMENCING at the West One-sixteenth corner common to Sections 29 and 32; thence N 36°00′41″ W a distance of 2362.29 feet to the TRUE POINT OF BEGINNING; thence N 61°12′30″ E a distance of 376.80 feet to the beginning of a curve to the right having a central angle of 02°11′35″ and a radius of 2819.80 feet; thence along the arc of said curve a distance of 107.93 feet; thence S 80°46′36″ E a distance of 71.95 feet; thence S 29°16′35″ E a distance of 164.45 feet to the beginning of a curve to the left having a central angle of 22°55′32″ and a radius of 994.93 feet; thence along the arc of said curve a distance of 398.10 feet; thence N 70°36′34″ W a distance of 501.78 feet; thence N 81°08′49″ W a distance of 366.33 feet and the TRUE POINT OF BEGINNING; thence N 64°15′28″ E a distance of 1670.47 feet to the West One-sixteenth corner common to Sections 29 and 20 and the terminus of this description.

The above-described parcel contains 2.98 acres, of which 0.60 acres is existing right of way.

Dated <u>December</u>, A.D., <u>1990</u>



## EXHIBIT B-1

# Cole Road Park and Ride Legal Description

301323

## GOVERNOR'S DEED

IN THE MATTER OF SR 101, Thurston County Line to Shelton and Cole Road Interchange to North Shelton Interchange

KNOW ALL MEN BY THESE PRESENTS, that THE STATE OF WASHINGTON, for and in consideration of MUTUAL BENEFITS hereby conveys and quitclaims unto MASON COUNTY, a political subdivision of the State of Washington, all its right, title and interest, in and to the following described real property situated in Mason County, State of Washington:

AFFIDAVIT STATES IN IN 18 18 I XC:SE TAX XEMPT

Those portions of Section 5, Township 19 North, Range 3 West of the Willamette Meridian; Sections 30, 31 and 32, Township 20 North, Range 3 West of the Willamette Meridian; and Section 13, 24 and 25, Township 20 North, Range 4 West of the Willamette Meridian, as shown shaded in red on EXHIBIT "A" (being sheet 11 of plans entitled SR 101, Thurston County Line to Shelton and sheets 4 through 1 1 1975 12 of SR 101, Cole Road Interchange to North Shelton Interchange) attached hereto and by this reference made a part hereof.

IN B. COLE LE MASON COUNTY

The lands herein described are not required for State highway

purposes and are conveyed pursuant to the provisions of RCW 47.12.070.

DATED at Olympia, Washington, this \_\_\_\_ day of 1975.

WASHINGTON

ATTEST:

By:

Secretary of State

APPROVED AS TO FORM:

1.30 718-

By: Assistant Attorney General

By: Jekn Barre home



