INTERLOCAL AGREEMENT

SOUND TRANSIT, CITY OF EDMONDS AND COMMUNITY TRANSIT

THIS AGREEMENT is made and entered into by and between the undersigned parties pursuant to the provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW.

WHEREAS, the City of Edmonds, Washington (hereinafter "City") and the Central Puget Sound Regional Transit Authority (hereinafter "Sound Transit") entered into an Interlocal Agreement last dated February 9, 2010 under which the City authorized Sound Transit the nonexclusive use of certain right-of-way described therein, and

WHEREAS, the City and Sound Transit contemporaneously entered into a Development Agreement authorized pursuant to the provisions of the Edmonds Community Development Code and RCW 36.70B.170(210) last dated on February 9, 2010 regarding development of a tract described therein as the Edmonds Station Project, and

WHEREAS, Sound Transit has applied to the City of Edmonds for permission pursuant to paragraphs 10.1 of the Interlocal Agreement and 11.1 of the Development Agreement to assign its rights to the use of City right-of-way of Railroad Street described therein and generally located on the Edmonds waterfront and to assign ownership, operation and maintenance responsibilities of the transit center elements of the Edmonds Station Project to Community Transit, and

WHEREAS, the City Council of the City of Edmonds finds it in the public interest to permit such assignment if, but only if, all duties and obligations of such agreement are assumed by Community Transit and guaranteed by Sound Transit,

NOW, THEREFORE,

In consideration of the mutual promises and covenants contained herein, it is agreed that:

1. Assignment Approved. Pursuant to Section 10.1 of an Interlocal Agreement between the City and Sound Transit last dated February 9, 2010, and a Development Agreement between the City and Sound Transit last dated February 9, 2010, the City hereby consents to the assignment of certain rights, duties and obligations, described in paragraph 2 below, contained in the aforementioned Interlocal Agreement and Development Agreement, subject to the guarantee of such obligations by Sound Transit as provided herein.

2. Assumption of Obligations, Duties and Rights. Community Transit hereby assumes those rights, duties and obligations contained in the aforementioned Interlocal Agreement and Development Agreement, promising to abide by all terms and conditions set forth therein, regarding solely to the use of Railroad Street and ownership, operation and

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maintenance of the following transit center elements of Edmonds Station Project that are located in Railroad Street:

a. Bus platform,
b. Two weather protected bus shelters,
c. One bus layover area,
d. Lighting,
e. Landscaping,
f. Informational signage,
g. Flower baskets, and
h. Other associated elements to the transit center as shown on Exhibit A, attached and incorporated herein.

3. Guarantee. Sound Transit agrees to be responsible, thereby guaranteeing Community Transit's obligations, to ultimately perform all rights, duties and obligations contained in the aforementioned Interlocal Agreement and Development Agreement. Nothing herein shall be interpreted to prohibit Sound Transit from requiring Community Transit to fulfill its obligations. Prior to triggering any obligation, the City shall provide written notice to Community transit regarding any violation of either agreement and a reasonable amount of time not less than thirty (30) days, following written notification for Community Transit to cure any deficiency or violation.

4. Underlying Agreements, Not Amended. Nothing herein shall be interpreted to amend or limit the underlying Agreements between the parties, contained in the aforementioned Interlocal Agreement and Development Agreement. All terms, rights, duties and obligations contained therein shall remain in full force and effect, subject only to the assignment of such rights, duties and obligations as set forth herein.

5. Terms Required Pursuant to RCW 39.34.030 and 39.34.040. In order to comply with the requirements of the Interlocal Cooperation Act, the terms and conditions of the ILA between Sound Transit and the City of Edmonds, last dated February 9, 2010, are hereby incorporated by reference, including by way of illustration and not limitation the provisions contained in Section 8 of the ILA.

6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

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7. Effective Date. This Agreement shall be effective when listed by subject on the City of Edmonds' website, or Community Transit's website or any other electronically retrievable public source, whichever shall first occur.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

DATED:_____

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)

By: _____
Joan M. Earl, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Stephen G. Sheehy, Legal Counsel

DATED:_____

CITY OF EDMONDS

By: _____
Mayor ~~Michael~~ Mike Cooper

ATTEST/AUTHENTICATED:

By: _____
Sandra S. Chase, City Clerk

APPROVED AS TO FORM:

By: _____
W. Scott Snyder, City Attorney

DATED: 12/22/10

COMMUNITY TRANSIT

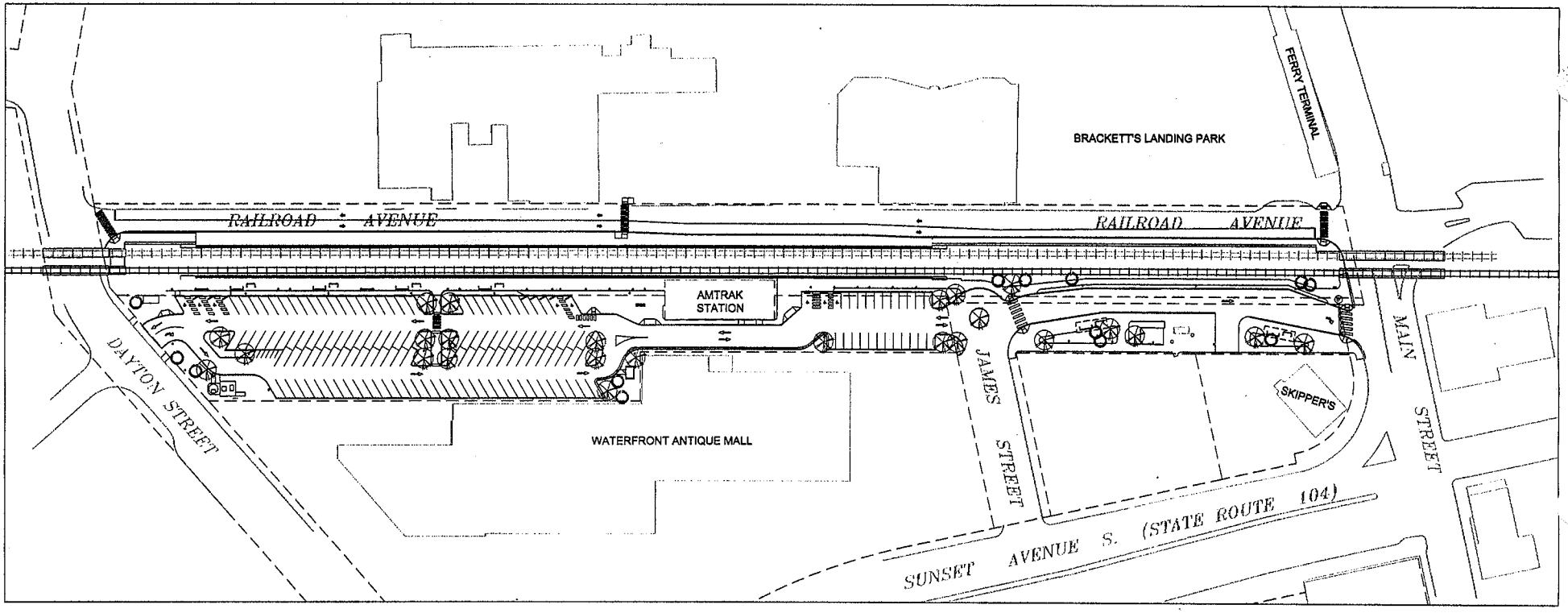
By: _____

APPROVED AS TO FORM:

By: _____
Legal Counsel

Edmonds Station
Overall Site Plan

kpff



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