

CR# 75346 DATE 10/9/19 LOC E19-446
CONVEYANCE AGREEMENT FOR PROPERTY AT 130TH STATION

THIS CONVEYANCE AGREEMENT FOR PROPERTY AT 130TH STATION (“**Agreement**”) dated for reference purposes as of October 17, 2019 (the “**Effective Date**”) is made by and between the **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a Washington regional transit authority (“**Sound Transit**”) and the **CITY OF BELLEVUE**, a Washington municipal corporation (“**Bellevue**”), and its successors, with reference to the following facts. Sound Transit and Bellevue are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Sound Transit and Bellevue entered into an “Amended and Restated Umbrella Memorandum of Understanding for Intergovernmental Cooperation between the City of Bellevue and the Central Puget Sound Regional Transit Authority for the East Link Project” on May 6, 2015 (the “**MOU**”). This Agreement implements provisions of the MOU related to the “130th Avenue Parcels”.

B. Sound Transit adopted the East Link Extension alignment and project (the “**East Link Extension**”) by Sound Transit Board Resolution R2011-10, as superseded by Sound Transit Board Resolution R2013-09.

C. As part of the East Link Extension, Sound Transit shall construct an at-grade light rail station with platforms located between 130th Avenue NE and 132nd Avenue NE in Bellevue (the “**130th Station**”) to be located immediately adjacent to the future extension of NE Spring Boulevard. The East Link Extension also contemplates the construction of facilities available to the public using the 130th Station consisting of the permanent transit access improvements set forth on **Exhibit A** attached hereto (collectively the “**TAIs**”) to be located north of the 130th Station on a portion of the 130th Parcels as more particularly described below.

D. Sound Transit has acquired certain property interests necessary to construct the 130th Station and the TAI (the “**130th Parcels**”) as legally described on **Exhibit B-1**. Sound Transit intends to use the 130th Parcels for construction staging for development of the 130th Station and the East Link Extension. In conjunction with station construction, the East Link Extension called for Sound Transit’s development of the TAI over a portion of the 130th Parcels north of the 130th Station. Pursuant to the MOU, Sound Transit and Bellevue have agreed that following Sound Transit’s use of the 130th Parcels as a staging area for construction of the East Link Extension, Sound Transit will convey a portion of the 130th Parcels in fee to Bellevue (the “**Property**”) as legally described on **Exhibit B-2**, reserving a transit access improvements easement to ensure its “continuing control” (as required by the FTA) of the Property for transit access and parking purposes (“**TAI Easement**”) pursuant to the Transit Access Improvements Easement Agreement attached hereto as **Exhibit C**. The TAI Easement will provide for Bellevue’s development of the TAI on all or a portion of the Property. As set forth in this Agreement, the TAI may be delivered as either a surface Parking Lot, Parking Garage, Integrated Facility, or some combination thereof. After completion of either the Parking Garage or Integrated Facility, the TAI Easement may be partially released or fully released in exchange for other property rights necessary for Sound Transit’s use of the TAI, including ingress, egress, maintenance, repair and reconstruction of the TAI, all according to the terms herein.

E. As set forth in this Agreement, upon conveyance of the Property, Bellevue shall be responsible for causing construction of the TAI on the Property according to the terms of this Agreement. At the time of the MOU, the parties agreed that the TAI are to be completed on or before June 1, 2023 (the “**In-Service Date**”) the date that the East Link Extension is anticipated to open for

revenue service for transit passengers using the 130th Station under the Sound Transit project schedule. In order to allow for the ability to open East Link Extension for revenue service prior to the scheduled June 1, 2023 date, the parties have agreed to allow for acceleration of completion of construction of the TAIs to as early as June 1, 2022, according to the terms and conditions of this Agreement (the “**Accelerated In-Service Date**” as set forth in Section 6.3.2). Bellevue is committed to completing the permanent TAIs on the Property so they are in fully functional condition ready for the Permitted Use at or before the In-Service Date. In order to achieve the mutual objectives of the parties, this Agreement also allows for the use of Interim TAIs as defined in Section 2.

F. The Parties intend that the Property be developed at the direction of Bellevue to integrate the Transit Access Improvements with a mixed-use urban transit oriented development (“**TOD**”) project, including a mix of market and affordable housing utilizing public and private resources in concert with light rail construction to support Sound Transit ridership and to establish an appropriate urban development consistent with Bellevue’s vision for the Bel-Red corridor (“**TOD Project**”) to be developed in one or more phases. The type of uses, mix of housing affordability, and density of development on the Property shall be determined in the sole discretion of Bellevue. Recognizing such intent, immediately prior to Sound Transit’s conveyance of the Property to Bellevue, the Parties will record a Covenant To Use Land For Transit Oriented Development Purposes (“**TOD Covenants**”) in the form set forth in **Exhibit D** to govern development on the Property.

G. The Parties intend that any portion of the TOD Project that is to be combined with the TAIs be available for occupancy as of the In-Service Date. However, for reasons of economic efficiency and to ensure that the TAIs are operating by the In-Service Date, the Parties have agreed that Bellevue may, if necessary, undertake a phased approach to development of the TOD Project on the Property.

H. The Parties have entered into an agreement set forth as **Exhibit E** to this Agreement that establishes terms and conditions applicable to Bellevue’s procurement, design and construction of the TAIs and TOD Project (the “**Design and Construction Agreement**”).

I. The FTA has provided all necessary approvals for Sound Transit’s entry into this Agreement. FTA oversight will be limited to affirming a functional transit project and affirming Sound Transit and Bellevue adhere to the TAI commitments.

J. The Parties agree that the transfers of property rights from Sound Transit to Bellevue contemplated herein are exempt from the provisions of RCW 81.112.350.

K. Sound Transit and Bellevue agree that development of East Link Extension, the TAIs and the TOD Project will promote the public welfare by supporting transit ridership; providing additional automobile and bicycle parking for transit customers and additional safe and affordable housing in close proximity to existing transit facilities; and advance other important public purposes. The Parties further recognize the importance of working together in a collaborative manner to achieve their respective goals.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS; DEFINITIONS. Each recital set forth above is incorporated into this Agreement as though fully set forth herein. All capitalized terms not otherwise defined in the Recitals or elsewhere in this Agreement shall have the meaning set forth in **Schedule 1**.

2. PURPOSE. The Parties intend that their performance of the terms of this Agreement fulfills their commitments regarding the 130th Parcels set forth in the MOU. Specifically, the purpose of this Agreement is to: (a) describe the process by which Sound Transit will convey the Property to Bellevue subject to the TAI Easement and TOD Covenants; (b) set forth the agreement of the Parties with respect to the procurement, design, permitting, development, construction and operation of the TAIs; (c) describe the Parties' obligations with respect to the interim TAIs set forth in **Exhibit A ("Interim TAIs")**, if applicable hereunder; and (d) set forth the agreement of the Parties with respect to future agreements and amendments related to the Property.

3. PROPERTY.

3.1 Title and Condition of Property. Sound Transit shall convey the Property to Bellevue on the Turnover Date, as defined in Section 4, or such sooner date as agreed upon in writing by the Parties, by bargain and sale deed in the form attached hereto as **Exhibit J (the "Deed")** expressly subject to: (a) the existing conditions of title as set forth in **Exhibit F (the "Permitted Exceptions")**; (b) a new easement granted to Bellevue for sidewalk and utilities as set forth in **Exhibit G ("Sidewalk and Utility Easement")**; (c) the TAI Easement as set forth in **Exhibit C** and the TOD Covenants as set forth in **Exhibit D**; (d) all applicable Requirements of Law now or hereafter in effect; and (e) such other agreements, covenants and easements described in this Agreement or as may be mutually acceptable to the Parties. Bellevue agrees to accept the Property subject to all of the foregoing and expressly without recourse to Sound Transit as to the physical condition, title or suitability of the Property for development of the TAIs or the TOD Project thereon, except as otherwise set forth in this Agreement. Prior to the Turnover Date, Sound Transit shall satisfy all permit conditions and all other regulatory requirements for its use of the Property and will demolish all above-grade improvements and, except as otherwise agreed upon in writing by the Parties, remove all of its construction trailers and equipment. Notwithstanding anything to the contrary herein, Sound Transit may also complete any of the following on the Property prior to conveying the Property to Bellevue after disclosing such plans to Bellevue and receiving comments from Bellevue: (1) gravel certain surface areas of the property; (2) install up to two (2) detention ponds; (3) grade and/or remove any soil; and (4) fence any portions of the Property. Bellevue expressly agrees to take the Property subject to the foregoing provided Sound Transit agrees to use reasonable efforts to coordinate the location and extent of such work with Bellevue's plans for development of the TAI's and the TOD Project, to the extent Bellevue's development plans for the TAI's and/or the TOD Project have been provided to Sound Transit at such time, in order not to materially interfere with such plans.

3.2 Environmental Condition of Property. Sound Transit expressly makes no representation or warranty regarding the environmental condition of the Property or the presence or absence thereof of any Hazardous Substances. Sound Transit has previously conducted sampling of contamination in soils and groundwater within the Property. Attached hereto as **Exhibit H-1**, is a full and complete list of all environmental reports and studies prepared by or at the request of Sound Transit regarding the environmental condition of the Property (collectively, the **"Environmental Reports"**). Bellevue acknowledges receipt of the Environmental Reports. Sound Transit makes no representation or

warranty about the accuracy or completeness of the Environmental Reports. Bellevue has conducted sampling of contamination in soils and groundwater within the Property, the results of which are documented in the environmental report attached hereto as **Exhibit H-2** (the "**Bellevue Environmental Reports**"). Bellevue shall have the right to conduct additional environmental testing of the Property before the Turnover Date at its sole cost and expense on the terms and conditions set forth in the right of entry agreement described in Section 3.4 below. In the event Hazardous Substances are discovered on the Property that were not previously identified, to the extent such Hazardous Substances are determined to have been caused by Sound Transit's use of the Property, Sound Transit shall remedy or remove such Hazardous Substances to the extent required by applicable Environmental Laws. Except as otherwise set forth in this Agreement, Bellevue shall be responsible for remedying or removing Hazardous Substances from the Property to the extent required by applicable Environmental Laws.

3.3 Existing Utility Improvements. Bellevue acknowledges that existing utilities may be located underneath the Property. Bellevue shall have the right to remove or relocate the existing utilities in connection with the development of the TAIs and/or the TOD Project following Sound Transit use of the Property for construction staging.

3.4 Right of Entry. Upon execution of this Agreement, and subject to the rights of Sound Transit's contractors, subcontractors, and consultants working on the Property, Sound Transit shall grant Bellevue and its agents and consultants the right to enter upon the Property, pursuant to the terms of the right of entry agreement attached hereto as **Exhibit I** (the "**ROE Agreement**"), to conduct tests, inspections, surveys, and feasibility studies on or beneath the Property, including, but not limited to surveying, geotech, preliminary design activities and environmental investigations. Notwithstanding the foregoing, or anything to the contrary herein or otherwise, neither Bellevue nor its agents and consultants shall interfere with the rights of any Sound Transit contractor, subcontractor, or consultant who is performing work on the Property.

3.5 Sound Transit Use of Property Prior to Closing. Prior to Closing, Sound Transit shall have the right to use the Property as it determines in its sole discretion; provided, however that Sound Transit shall not construct any buildings, install any other permanent improvements on the Property, or dispose of any Hazardous Substances on the Property without the prior written consent of Bellevue, which consent shall not be unreasonably withheld. Except as otherwise set forth herein, neither Sound Transit nor Bellevue shall encumber the Property with any lease, mortgage, deed of trust or other property agreement that will not be terminated, paid off, reconvened, or assumed by Bellevue prior to Closing; provided, however, that the Parties agree that title to the Property shall be conveyed to Bellevue at Closing in the condition described herein.

4. TURNOVER DATE. In order for Bellevue to complete construction of the TAIs by the In-Service Date, or, if applicable hereunder, the Accelerated In-Service Date, Sound Transit shall convey the Property to Bellevue no later than November 30, 2020 (the "**Turnover Date**").

5. DESIGN, DEVELOPMENT AND CONSTRUCTION OF TAIS. Sound Transit would not have entered into this Agreement but for the commitment by Bellevue, as set forth in this Agreement, to undertake, at Bellevue's sole cost and expense, development and construction of the TAIs, including without limitation: (i) the obtaining of any financing required for the TAIs; (ii) the design, development and permitting of the TAIs; and (iii) the construction and completion of the TAIs for ownership by Sound Transit and operation for the Permitted Use on or before the In-Service Date. Accordingly, the Parties have entered into this Agreement. From and after the Effective Date, Bellevue shall proceed with the determination of development suitability, design and other pre-construction activities for the TAIs, and construction of the TAIs, in accordance with the terms and conditions set forth in this Agreement.

5.1 TAI Development Plan Options. The Parties agree that all of the TAIs shall be incorporated into one or a combination of the following: (1) a surface parking lot located on the entire Property (the “**Parking Lot**”); (2) an independent structured parking facility located on a portion of the Property to be occupied and operated solely by Sound Transit (the “**Parking Garage**”); (3) the TOD Project which shall be comprised of parking facilities incorporated into a larger mixed use transit oriented development to be constructed by Bellevue or its designee(s), consisting of either (a) a stand-alone structured parking facility, the entirety of which is solely occupied and operated by Sound Transit, or (b) a dedicated portion of a structured parking facility integrated into a building occupied by parties other than Sound Transit, regardless of whether such building is incorporated into the TOD Project (either of which are herein referred to as the “**Integrated Facility**”); or (4) on-site or offsite surface or structured parking provided for an interim period (the “**Interim Parking**”).

5.2 Determination of Interest in TOD Project. Bellevue will determine if there is sufficient developer interest to construct the TOD Project with the TAIs incorporated into such project in the form of either the Parking Garage or the Integrated Facility according to the terms and conditions of this Agreement. If Bellevue determines that there is such interest on terms acceptable to Bellevue in its sole discretion, Bellevue shall conduct a procurement process to select and engage a developer or developers to construct the TOD Project on the Property, with the commitment that the TAIs are completed and available for the Permitted Use as of the In-Service Date. Sound Transit shall be a voting participant in Bellevue’s process to procure a developer to construct the TAIs, and the lead project team or panel established by Bellevue to review submissions by a developer or developers to construct the TAIs shall include at least one voting Sound Transit representative.

5.3 Development Plan Election. Bellevue shall notify Sound Transit in writing of its election with regard to constructing the TAIs (the “**Development Plan Election**”). Such notification shall occur promptly after Bellevue internally makes such election in time to ensure that all events set forth in Subsection 7.1(c) of the Design and Construction Agreement occur on or before May 31, 2021. The Development Plan Election must demonstrate to Sound Transit’s reasonable satisfaction that the development and construction of the TAIs will conform to all requirements of this Agreement and that the TAIs or Interim TAIs will be completed and available for the Permitted Use no later than the In-Service Date. Bellevue shall specify in the Development Plan Election that it shall develop and construct one or a combination of the following (each a “**Development Plan Option**”): (1) the Parking Lot (the “**Parking Lot Option**”); (2) the Parking Garage (the “**Parking Garage Option**”); (3) the Integrated Facility (the “**Integrated Facility Option**”); or (4) the Interim Parking (the “**Interim Parking Option**”).

5.3.1 Contents of Development Plan Election. Bellevue shall prepare the Development Plan Election at its sole cost and expense, and submit the same to Sound Transit for Sound Transit’s review and written approval. The Development Plan Election and the terms of this Agreement shall govern Bellevue’s TAI construction activities on the Property and shall include, at a minimum: (1) conceptual designs that depict all improvements associated with the Development Plan Option elected; and (2) a proposed construction schedule showing the critical path of design and construction milestones and activities (“**Schedule**”).

5.3.2 Sound Transit Review and Response to Development Plan Election. Sound Transit shall respond to Bellevue in writing within fifteen (15) business days of receipt of the Development Plan Election with any requests for changes, additional information, clarification, or to begin the Dispute Resolution Process (defined below) because of material concerns regarding any matter that could affect the completion and availability of the TAIs (including Interim TAIs as applicable) for the Permitted Use by the In-Service Date. Bellevue shall not commence any TAI construction on the Property except with Sound Transit’s prior written approval of all aspects of the Development Plan Election and implementation of coverage by any insurance policies approved therewith. Such approval

shall not be unreasonably withheld, conditioned or delayed, but shall specifically include consideration of compliance with the requirements set forth in **Exhibit A**. If Sound Transit fails to respond within such fifteen (15) business days, such submitted Development Plan Election shall be deemed approved. Notwithstanding anything herein to the contrary, after Conveyance of the Property to Bellevue, Bellevue shall, with prior written notice to Sound Transit and Sound Transit's written approval of the same, which approval shall not be unreasonably conditioned, withheld or delayed, be permitted to undertake pre-development work on the Property, such as clearing, grading, preparing for construction staging, utility relocation, equipment storage, and soil testing. Such work, however, shall not include any construction of permanent structures or buildings, including without limitation foundations.

Bellevue shall not materially deviate from the approved Development Plan Election in regard to construction of the TAIs unless such deviation is first approved by Sound Transit in writing, which approval shall not be unreasonably withheld, conditioned or delayed, but shall specifically include consideration of compliance with the requirements set forth in **Exhibit A**. Sound Transit's review and approval of written plans regarding the methods and design of the elected Development Plan Option shall not be evidence of the adequacy, accuracy or desirability of the same, nor whether the elected Development Plan Option is in conformance with applicable laws, codes and regulations, nor shall it relieve Bellevue from any obligation under this Agreement (including without limitation the Design and Construction Agreement).

5.4 TAI Agreements. The terms of this Section 5.4 shall apply only in the event that Bellevue elects the Integrated Facility Option:

The Parties will consult and cooperate to determine and execute any agreements that may be necessary to provide for the safe, continuous, effective and efficient operation of the TAIs in accordance with the Sound Transit operational and safety standards utilized throughout the Link Light rail system, including a use and operations agreement ("**Use and Operations Agreement**") for the Integrated Facility (the "**TAI Agreements**"). The TAI Agreements may include without limitation agreements related to (a) operations and maintenance, (b) TAI management, including parking; (c) permanent property rights; and (d) temporary construction rights. The TAI Agreements shall contain detailed provisions that ensure the safe, continuous, effective and efficient operation of the TAIs in accordance with the operational and safety standards utilized throughout the Link light rail system, and shall include detailed dispute resolution procedures to govern the resolution of issues regarding the same between Sound Transit and interested third parties. In conjunction with giving notice of a Development Plan Election for the Integrated Facility, Bellevue shall begin coordination with Sound Transit for the negotiation and timely execution of the TAI Agreements, so that the Use and Operations Agreement is negotiated, finalized and executed prior to acceptance of the TAIs for which the Use and Operations Agreement is applicable.

6. INTERIM TAIS.

6.1 Interim TAI Requirements. Except as otherwise set forth in Sections 6.3.2 below, Bellevue shall at its sole cost and expense ensure that all Interim TAIs are available for the Permitted Use for the 130th Station from the In-Service Date until such time as all of the permanent TAIs are on the Property and have been accepted by Sound Transit as being in complete and fully functional condition ready for the Permitted Use. Except as set forth in Section 6.3.2, Bellevue shall secure any necessary Interim TAI Property Rights (defined below) and may provide the Interim TAIs by means of existing facilities, new facilities or a combination thereof. The Parties agree that any Interim TAIs may be developed to the minimal level necessary as identified on **Exhibit A**, as modified by the Approved P&S (defined in the Design and Construction Agreement), and the associated parking stalls may be provided through a combination of stalls on the Property and/or stalls in proximity to both the 130th Station and the 120th Avenue NE Station. No use of any Interim TAIs may extend beyond June 1, 2026,

unless Sound Transit has granted an extension of the June 1, 2026 deadline for completion of the permanent TAIs on the Property pursuant to Section 6.4 of this Agreement. After such date, all TAIs must be located on the Property and accepted by Sound Transit as being consistent with the requirements set forth in **Exhibit A**. Notwithstanding the foregoing, Bellevue shall ensure that there is no interruption in functionality or services provided to the 130th Station when switching from the Interim TAIs to the TAIs located on the Property. Accordingly, TAIs on the Property replacing Interim TAIs cannot be utilized until they have been inspected and approved by Sound Transit as meeting the requirements set forth in **Exhibit A** as modified by the Approved P&S (defined in the Design and Construction Agreement). Upon Sound Transit's acceptance of the TAIs on the Property, the Interim TAIs may no longer be used for the Permitted Use without Bellevue's written consent. Upon acceptance of the Interim TAIs, which acceptance shall not be unreasonably withheld, conditioned, or delayed (but shall specifically include consideration of compliance with the requirements set forth in **Exhibit A**), Sound Transit shall be responsible for operating and maintaining the Interim TAIs ("**O&M Costs**") at its sole cost and expense until completion of all TAIs on the Property and their availability for the Permitted Use in accordance with the requirements of this Agreement. It is agreed by the parties that in the event of an extension of use of the Interim TAIs under Section 6.4, that extraordinary maintenance costs resulting from use of the stalls for longer than originally anticipated are not O&M Costs and shall be Bellevue's responsibility.

6.2 Interim TAI Property Rights. Except as otherwise set forth in Section 6.3 below, Bellevue is at all times responsible, at its sole cost and expense, to secure all property rights necessary to ensure that all Interim TAIs are available for the Permitted Use for the 130th Station from the In-Service Date until such time as all of the TAIs are on the Property and have been accepted by Sound Transit as being in complete and fully functional condition ready for the Permitted Use ("**Interim TAI Property Rights**"). The Interim TAI Property Rights shall be in a form and location approved in advance by Sound Transit (which approval shall not be unreasonably withheld, conditioned or delayed) and may consist of property rights for property owned by Bellevue, Sound Transit, or third parties, and on which: (a) Bellevue shall develop and construct new Interim TAIs; or (b) existing facilities may be utilized as Interim TAIs. The Interim TAI Property Rights shall ensure at least the following:

- (a) effective from and after the In-Service Date, the right for Sound Transit to operate, use, and maintain facilities that meet the Interim TAI requirements set forth in Exhibit A; and
- (b) that such rights are assignable by lease or sublease (or similar instrument agreed to by the Parties) from Bellevue to Sound Transit to operate and maintain the Interim TAIs consistent with the terms of this Agreement.

6.3 Turnover Delay; Accelerated In-Service Date. As set forth below, the terms of this Section 6.3 shall apply in the event that: (1) Sound Transit fails to convey the Property to Bellevue by the Turnover Date ("**Turnover Delay**"); or (2) the 130th Station opens for revenue service prior to June 1, 2023.

6.3.1 Turnover Delay. In the event of a Turnover Delay, Sound Transit shall be given the opportunity to: (1) meet with Bellevue and any third parties involved in the design and construction of the TAIs or Interim TAIs who allege to be impacted by the Turnover Delay; and (2) cure the commercially reasonable impacts of the Turnover Delay so that the TAIs or Interim TAIs shall be delivered by the In-Service Date or Accelerated In-Service Date. Should Sound Transit not elect to perform such cure, Bellevue shall be granted a day for day extension for delivering the TAIs or Interim TAIs beyond the applicable In-Service Date or Accelerated In-Service Date. Notwithstanding any Turnover Delay, Bellevue shall permit Sound Transit to utilize any Interim TAIs that are available prior

to the In-Service Date or Accelerated In-Service Date without additional cost to Sound Transit for such early usage.

6.3.2 Accelerated In-Service Date. Sound Transit may be in a position to open East Link Extension sooner than the anticipated revenue service date of June 1, 2023. In order to allow for such early opening of East Link Extension with parking at or near the 130th Station, Sound Transit may elect to notify Bellevue of its desire to accelerate the In-Service Date to a date no earlier than June 1, 2022. Sound Transit shall provide such written notice no later than April 30, 2020 of the accelerated date (the “**Accelerated In-Service Date**”). The manner and expense of delivering parking by the Accelerated In-Service Date shall be dependent on Bellevue’s Development Plan Election, which shall also be made no later than April 30, 2020, as follows:

(a) **Bellevue Constructed Interim TAIs.** Should Bellevue elect to pursue either: (i) the Integrated Facility Option with the TAIs integrated therein scheduled to be completed and accepted for the Permitted Use after June 1, 2023; or (ii) the Interim Parking Option, Bellevue agrees to commence construction of Interim TAIs on or before May 31, 2021 (“**Bellevue Constructed Interim TAIs**”). Prior to awarding the construction contract for the Interim TAIs, Bellevue shall provide in writing to Sound Transit the cost difference between: (y) completing the Interim TAIs so that they are accepted for the Permitted Use no later than the In-Service Date; and (z) completing the Interim TAIs so that they are accepted for the Permitted Use no later than the Accelerated In-Service Date. After reviewing the same, Sound Transit shall elect one of the foregoing options (y) or (z) and if Sound Transit elects option (z), it will compensate Bellevue for any additional costs incurred to deliver the Bellevue Constructed Interim TAIs by the Accelerated In-Service Date. Such payment shall be made to the City of Bellevue no later than upon acceptance of the Interim TAIs by the Accelerated In-Service Date.

(b) **Sound Transit Constructed Interim TAIs.** Should Bellevue elect a Development Plan Option to deliver the permanent TAIs on the Property for the Permitted Use on or before June 1, 2023, Sound Transit may in its sole discretion, and at its sole cost and expense, construct Interim TAIs pursuant to a schedule that provides for completion and acceptance of the same for the Permitted Use on or prior to the Accelerated In-Service Date (“**Sound Transit Constructed Interim TAIs**”). Bellevue shall cooperate in all respects with such action and to ensure that such acceleration occurs.

(c) **Bellevue Property used for the Sound Transit Constructed Interim TAIs.** In the event Sound Transit elects to pursue the Sound Transit Constructed Interim TAIs, Bellevue shall provide at no additional cost to Sound Transit any available property owned or controlled by Bellevue in December 2020 that meets the Interim TAI property requirements set forth in Exhibit A to use for the Sound Transit Constructed Interim TAIs until the permanent TAIs on the Property are completed and accepted for the Permitted Use. Nothing herein shall require the City of Bellevue to modify its schedule for use or acquisition of such property, nor shall City of Bellevue be obligated to make improvements or modifications of any kind to said property, and Bellevue shall have no obligation to determine suitability of the property for Sound Transit’s intended use. Sound Transit shall bear all operating and maintenance costs and liabilities associated with using any Bellevue controlled property for the Sound Transit Constructed Interim TAIs. Additionally, the intent of both Parties is to provide coordinated permit review so as to facilitate completion and acceptance of the Sound Transit Constructed Interim TAIs for the Permitted Use on or prior to the Accelerated In-Service Date. A permit processing schedule will be promptly developed and agreed upon by the Parties after Sound Transit provides notice of its intent to construct the Interim TAIs. Both Parties acknowledge that

timely response to correspondence related to reviews, clarifications and information requests will be required to satisfy the spirit of this Agreement.

(d) Bellevue's use of the Sound Transit Constructed Interim TAIs. Should the permanent TAIs on the Property not be completed and accepted for the Permitted Use by June 1, 2023, Bellevue may use the Sound Transit Constructed Interim TAIs to fulfill its obligations under Section 6.1 above and Bellevue shall compensate Sound Transit for the same on a prorata basis for which the numerator is the number of days that the Sound Transit Constructed Interim TAIs are utilized for the Permitted Use occurring after June 1, 2023; and the denominator is the total number of days that the Sound Transit Constructed Interim TAIs are utilized for the Permitted Use. Bellevue shall be responsible for the resulting percentage multiplied by the total cost of, designing and constructing the Sound Transit Accelerated Interim TAIs. Any costs Bellevue actually paid for, designing or constructing the Sound Transit Constructed TAIs shall be credited toward Bellevue's calculated obligation. Additionally, should Bellevue utilize the Sound Transit Constructed Interim TAIs pursuant to this Subsection 6.3.2(d), Bellevue shall assume Sound Transit's lease obligations for any leased property underlying the Sound Transit Constructed Interim TAIs. If Sound Transit owns such property, Bellevue shall enter into an agreement with Sound Transit to use or acquire the property for fair market value or on other terms mutually acceptable to both parties.

6.4 Sound Transit Extension for Interim TAI Use.

6.4.1 Requirements for Extension. Sound Transit shall extend the three (3) year limitation on the use of Interim TAIs and the June 1, 2026 deadline for completion of the permanent TAIs on the Property for two (2) years so long as the following has occurred:

(a) Bellevue has entered into a Third Party Agreement (as defined in Section 2.4 of the Design and Construction Agreement) by June 1, 2026; and

(b) By June 1, 2026, Bellevue has provided Sound Transit with a construction completion schedule that ensures all permanent TAIs will be completed on the Property by June 1, 2028.

6.4.2 Default and Remedies.

(a) Failure to meet the requirements in Section 6.4.1. In the event Bellevue has not satisfied the requirements set forth in Section 6.4.1, or has not commenced construction of the permanent TAIs on the Property by January 1, 2027, Sound Transit is entitled to exercise the Additional Sound Transit Remedies set forth in Section 14.4 of this Agreement.

(b) Construction of Permanent TAIs beyond June 1, 2028. In the event that the requirements set forth in Section 6.4.1 are satisfied, construction commences by January 1, 2027 and is on-going, but the permanent TAIs on the Property are not completed by June 1, 2028, Sound Transit may elect to receive Liquidated Damages collected by Bellevue pursuant to Section 14.7 of this Agreement, or to pursue other available remedies.

(c) Construction Abandonment. In the event construction of the permanent TAIs on the Property ceases for a period of ninety (90) or more days, the Parties will meet and confer to determine how to complete the permanent TAIs on the Property in an expeditious manner. If the Parties are unable to reach agreement on completion of the permanent

TAIs on the Property, the Parties shall initiate Dispute Resolution Process defined in Section 16 of this Agreement.

7. REDEVELOPMENT AGREEMENT. In the event that Bellevue elects the Parking Lot Option, Bellevue may redevelop the Property with the TAIs incorporated into such redevelopment at a later date in accordance with the terms governing the same set forth in the TAI Easement.

8. AGREEMENT TO AMEND, RELEASE, OR REPLACE TAI EASEMENT. Upon Bellevue's completion of the construction of the TAIs and Sound Transit's acceptance of the TAIs for the Permitted Use, the Parties agree to amend, release, or replace the TAI Easement to recognize the location of the completed TAIs and to provide for their continuing control by Sound Transit by taking the actions described in this Article 8, all at Bellevue's sole cost and expense.

8.1 Replacement Rights. In conjunction with giving notice of a Development Plan Election, Bellevue shall begin coordination with Sound Transit for the negotiation and timely execution of the Replacement Rights (defined below) and easements described in Section 8.2 below, so that the same are negotiated, finalized and executed prior to acceptance of the TAIs. Bellevue, at the request of Sound Transit, shall prepare, process and following approval by Sound Transit, record an easement, condominium or other property rights interest(s) acceptable to Sound Transit to accomplish the purposes of the TAI Easement ("**Replacement Rights**"). Sound Transit shall have the right to approve the Replacement Rights, which approval shall not be arbitrarily withheld, conditioned or delayed, considering: (1) the purposes of the TAI Easement; (2) the design, safety and operational standards utilized by Sound Transit throughout the Link light rail system; (3) the requirements for the TAIs set forth in **Exhibit A**; and (4) any applicable requirements of the FTA. The Parties shall place the recordable documents that establish the Replacement Rights into an escrow with proper instructions for recording upon Sound Transit's confirmation that it has accepted the TAIs for the Permitted Use. Bellevue shall be responsible for all third-party costs (including City processing fees and recording and escrow costs) associated with the preparation and recording of the Replacement Rights, including, but not limited to, surveying and title work necessary to prepare such documents.

8.2 Identify and Record Additional Easements. In conjunction with the processes set forth in Section 8.1 above, the Parties shall identify and Bellevue shall convey to Sound Transit and record the following easements in a form reasonably acceptable to Sound Transit for the benefit of Sound Transit and the TAIs: (a) access easements to provide Sound Transit and its agents, employees, invitees and permittees ingress and egress between the TAIs and surrounding public streets; (b) easements for maintenance and access to allow Sound Transit and its agents and employees to inspect, operate, maintain and repair the TAIs; (c) access easements to provide Sound Transit and its agents, employees, invitees and permittees ingress and egress between the TAIs and the 130th Station for pedestrian, vehicular, and bicycle traffic; and (d) such other easements and rights as may be reasonably required to construct, maintain, repair, remove, upgrade, replace, use and operate the TAIs and all improvements, facilities or appurtenances necessary or convenient thereto (including without limitation utilities easements).

9. CONVEYANCE OF PROPERTY TO BELLEVUE.

9.1 Property Conveyed "As Is". Bellevue represents, warrants, acknowledges and agrees, that, except as expressly provided in this Agreement, neither Sound Transit, nor any principal, agent, attorney, trustee, employee, broker, affiliate, consultant, beneficiary, or other representative of Sound Transit makes any representations or warranties of any kind, either express or implied, with respect to the Property. **SOUND TRANSIT SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY OR ASSURANCE WHATSOEVER TO BELLEVUE, AND SOUND TRANSIT MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER**

EXPRESS OR IMPLIED WITH RESPECT TO THE MAINTENANCE, REPAIR, CONDITION, DESIGN OR MARKETABILITY OF ANY PORTION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, (C) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY, (D) THE FINANCIAL CONDITION, SIZE, QUALITY, CHARACTER OR VALUE OF THE PROPERTY, (E) THE COMPLIANCE OR LACK THEREOF OF THE PROPERTY WITH GOVERNMENTAL STATUTES, LAWS, CODES, ORDINANCES, RULES, REQUIREMENTS OR REGULATIONS, (F) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD), (G) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS, OR (H) THE DENSITY THAT BELLEVUE MAY ACHIEVE IN DEVELOPING THE PROPERTY, IT BEING THE EXPRESS INTENTION OF SOUND TRANSIT AND BELLEVUE THAT THE PROPERTY WILL BE CONVEYED AND TRANSFERRED TO BELLEVUE ON THE CLOSING DATE IN AN "AS IS, WHERE IS, WITH ALL FAULTS CONDITION. BELLEVUE REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED OWNER OF REAL PROPERTY SUCH AS THE PROPERTY AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS IN ACQUIRING THE PROPERTY, AND THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND IN ANY CONVEYANCE DEED, IT IS NOT RELYING ON ANY WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO: (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, (C) THE CONDITION OF THE SOILS OR GROUNDWATER OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY, (D) THE FINANCIAL CONDITION, SIZE, QUALITY, CHARACTER OR VALUE OF THE PROPERTY, (E) THE COMPLIANCE OR LACK THEREOF OF THE PROPERTY WITH GOVERNMENTAL STATUTES, LAWS, CODES, ORDINANCES, RULES, REQUIREMENTS OR REGULATIONS, (F) THE COMPLIANCE OF THE PROPERTY WITH COVENANTS, CONDITIONS AND RESTRICTIONS (WHETHER OR NOT OF RECORD), (G) THE COMPLIANCE OF THE PROPERTY WITH OTHER LOCAL, MUNICIPAL, REGIONAL, STATE OR FEDERAL REQUIREMENTS, OR (H) THE DENSITY THAT BELLEVUE MAY ACHIEVE IN DEVELOPING THE PROPERTY. BELLEVUE CONFIRMS THAT IT HAS CONDUCTED SUCH INDEPENDENT INSPECTIONS AND EXAMINATIONS OF THE PROPERTY AND RELATED MATTERS AS BELLEVUE DEEMS NECESSARY OR APPROPRIATE INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND IS AND WILL BE RELYING STRICTLY AND SOLELY UPON SUCH INSPECTIONS AND EXAMINATIONS AND THE ADVICE AND COUNSEL OF ITS AGENTS, CONSULTANTS, CONTRACTORS, VENDORS AND OFFICERS. BY REASON OF ALL OF THE FOREGOING, BELLEVUE SHALL ASSUME THE FULL RISK OF ANY LOSS OR DAMAGE OCCASIONED BY ANY FACT, CIRCUMSTANCE, CONDITION, OR DEFECT IN CONNECTION WITH THE PROPERTY. SOUND TRANSIT HAS NO OBLIGATION TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS TO THE PROPERTY OR TO REMEDIATE ANY HAZARDOUS SUBSTANCES WHICH MAY BE LOCATED THEREON (EXCEPT FOR HAZARDOUS SUBSTANCES RELEASED ON THE PROPERTY DURING THE PERIOD OF SOUND TRANSIT'S OWNERSHIP).

9.2 Closing of Transfer of Property.

9.2.1 Closing Procedures. The Closing shall be held at the offices of Escrow Agent on the Turnover Date or such other date prior thereto as may be mutually acceptable to the Parties and agreed upon in writing. Such date may not be extended without the written approval of Bellevue and Sound Transit except as otherwise expressly provided in this Agreement. All documents shall be deemed delivered on the date the Deed, the TAI Easement, and the TOD Covenants are recorded. In the event the Closing does not occur on or before the Turnover Date, Escrow Agent shall, unless it is notified by both Parties to the contrary within five (5) days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder. Any such return shall not, however, relieve either party hereto of any liability it may have for its wrongful failure to close.

9.2.2 Deliveries by Sound Transit. Not later than five (5) days prior to the Closing Date, Sound Transit shall deposit with Escrow Agent its share of prorations and closing costs and the following documents relating to the Property:

(i) The TAI Easement duly executed and acknowledged by Sound Transit. The TAI Easement is reserved by Sound Transit from the Property. The Parties intend that the TAI Easement shall be recorded in the real property records encumbering the Property immediately prior to the recordation of the TOD Covenants;

(ii) The TOD Covenants duly executed and acknowledged by Sound Transit. The Parties intend that the TOD Covenants shall be recorded in the real property records to encumber the Property immediately after the recordation of the TAI Easement and immediately prior to the recordation of the Deed;

(iii) The Deed duly executed and acknowledged by Sound Transit conveying all of Sound Transit's interest in the Property to Bellevue subject to the TAI Easement and the TOD Covenants, together with a duly executed real estate excise tax affidavit;

(iv) An affidavit executed by Sound Transit which satisfies the requirements of Section 1445 of the United States Internal Revenue Code regarding foreign investors;

(v) Such resolutions, authorizations, certificates or other ordinances or agreements relating to Sound Transit's authority as shall be reasonably required by Bellevue in connection with this transaction; and

(vi) Sound Transit shall duly execute (and acknowledge if appropriate) such other documents as customary for similar transactions which are requested by Bellevue and which are consistent with the intent and provisions of this Agreement.

9.3.3 Deliveries by Bellevue. Not later than five (5) days prior to the Closing Date, Bellevue shall deposit with Escrow Agent its share of any prorations and closing costs and the following documents relating to the Property:

(i) The TOD Covenants duly executed and acknowledged by Bellevue to encumber the Property;

(ii) The TAI Easement duly executed and acknowledged by Bellevue to encumber the Property;

(iii) The Deed duly accepted and acknowledged by Bellevue, together with a duly executed real estate excise tax affidavit;

(iv) Such resolutions, authorizations, certificates or other ordinances or agreements relating to Bellevue's authority to acquire the Property and develop the TAIs as shall be reasonably required by Sound Transit in connection with this transaction; and

(v) Bellevue shall duly execute (and acknowledge if appropriate) such other documents as customary for similar transactions which are requested by Sound Transit and which are consistent with the intent and provisions of this Agreement.

9.3 Pro-rations. All revenue and all expenses of the Property (other than real property taxes), including, but not limited to local improvement district and special assessments, rents, water, sewer and Utility charges) and other expenses normal to the ownership, use, operation and maintenance of the Property to the extent not otherwise payable by Bellevue under this Agreement shall be prorated as of the Closing Date. Because Sound Transit and Bellevue are both exempt from property tax, no prorations of real property taxes will be required.

9.4 Costs and Expenses. Each Party shall be responsible for the payment of the title premium for any title policy it elects to purchase and/or endorse in connection with the transfer of the Property to Bellevue. Each Party shall pay the fees and expenses of its respective consultants and attorneys. The escrow fees and remaining recording fees shall be borne equally by Bellevue and Sound Transit.

9.5 Recordation. Provided that Escrow Agent has not received prior written notice from either Party that an agreement of either Party made hereunder has not been performed, or to the effect that any condition set forth herein has not been fulfilled, then on the Closing Date Escrow Agent is authorized and instructed pursuant to joint escrow instructions to be executed by Sound Transit and Bellevue to:

9.5.1 Record the following documents in the following order: the TAI Easement, the TOD Covenants, and the Deed in the real property records of King County, Washington prior to financing obtained by Bellevue or any developers to develop the TOD Project on the Property; and

9.5.2 Pay all closing costs as set forth on closing statements approved by each Party.

10. TAXES, UTILITIES, MAINTENANCE AND OPERATION.

10.1 Sound Transit Obligations. Sound Transit shall pay all real and personal property taxes and charges for Utilities associated with its use and ownership of the Property from and after the Effective Date of this Agreement until the Closing.

10.2 Bellevue's Obligations. Except as provided in Section 10.1 above, Bellevue shall pay all real and personal property taxes and charges for Utilities associated with its use and ownership of the Property and any property secured by the Interim TAI Property Rights from and after Closing.

10.3 Costs for Maintenance and Operation of the TAIs and Interim TAIs. Sound Transit shall be solely responsible for the costs of maintenance and operation of the TAIs and/or Interim

TAIs following acceptance of such TAI s or Interim TAI s, except as set forth in Section 6.1. In the event Bellevue constructs the TOD Project and the TAI s are incorporated into the TOD Project by means of a structured parking facility integrated into a building that is shared with Bellevue and/or other parties, the Parties shall pay their proportionate share of the costs of maintenance and operation of such building pursuant to the TAI Agreements.

11. INDEMNIFICATION.

11.1 Bellevue's Indemnification. Bellevue shall protect, defend, indemnify and save harmless Sound Transit, its officers, employees and agents from any and all costs, claims, judgments and/or awards of damages ("Claims"), arising out of, or in any way resulting from, the negligent acts or omissions of Bellevue, its officers, employees and/or agents, in the performance of this Agreement. Bellevue agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by, or on behalf of any of its employees or agents. For this purpose, Bellevue, by mutual negotiation, hereby waives, with respect to Sound Transit only, any immunity that would otherwise be available against such Claims under the Industrial Insurance provisions of Title 51 RCW. In the event Sound Transit incurs any judgment, award and/or cost arising therefrom including attorney's fees to enforce the provisions of this subsection, all such fees, expenses, and costs shall be recoverable from Bellevue. To the extent that Claims covered by the foregoing indemnity are caused by or resulting from the concurrent negligence of (a) Sound Transit, its agents, contractors and permittees, and (b) Bellevue, its agents, contractors and permittees, such indemnification shall apply only to the extent caused by or resulting from the negligence of Bellevue, its agents, contractors and permittees.

11.2 Sound Transit's Indemnification. Sound Transit shall protect, defend, indemnify and save harmless Bellevue, its officers, employees and agents from any and all Claims, arising out of, or in any way resulting from, the negligent acts or omissions of Sound Transit, its officers, employees and/or agents, in the performance of this Agreement. Sound Transit agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by, or on behalf of any of its employees or agents. For this purpose, Sound Transit, by mutual negotiation, hereby waives, with respect to Bellevue only, any immunity that would otherwise be available against such Claims under the Industrial Insurance provisions of Title 51 RCW. In the event Bellevue incurs any judgment, award and/or cost arising therefrom including attorney's fees to enforce the provisions of this subsection, all such fees, expenses, and costs shall be recoverable from Sound Transit. To the extent that Claims covered by the foregoing indemnity are caused by or resulting from the concurrent negligence of (a) Bellevue, its agents, contractors and permittees, and (b) Sound Transit, its agents, contractors and permittees, such indemnification shall apply only to the extent caused by or resulting from the negligence of Sound Transit, its agents, contractors and permittees.

11.3 Notice of Claims. Any Party making a claim for indemnification pursuant to this Article 11 (an "Indemnified Party") must give the Party from whom indemnification is sought (an "Indemnifying Party") written notice of such claim (an "Indemnification Claim Notice") promptly after the Indemnified Party receives any written notice of any action, lawsuit, proceeding, investigation or other claim against or involving the Indemnified Party by a government entity or other third party, or otherwise discovers the liability, obligation or facts giving rise to such claim for indemnification; provided that the failure to notify or delay in notifying an Indemnifying Party will not relieve the Indemnifying Party of its obligations pursuant to this Article 11, except to the extent that the Indemnifying Party's ability to defend against such claim is actually prejudiced thereby. Such notice shall contain a description of the claim and the nature and amount of such loss (to the extent that the nature and amount of such loss is known at such time).

11.4 THE PARTIES ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS ARTICLE 11 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12 CONDEMNATION OF PROPERTY.

12.1 Substantial Condemnation of Property. If there is a substantial Condemnation of the Property prior to the Turnover Date such that the TAIs can in the reasonable judgment of Sound Transit no longer be constructed on the Property, then this Agreement shall automatically terminate on the date that the condemning authority has the right to possession of the property so condemned, the entirety of the condemnation award shall be paid to Sound Transit and Sound Transit shall compensate Bellevue in accordance with Section 22.3 of the MOU.

12.2 Partial Condemnation of Property. If only a portion of the Property shall be taken in connection with the Condemnation prior to the Turnover Date and the Parties mutually agree that the remainder of the Property can be made useable for the construction of the TAIs and a TOD Project, then this Agreement shall remain in full force and effect, the boundary line adjustment or short plat shall be adjusted as may be required in light of the Condemnation to create a parcel sufficient to build the TAIs thereon, and the remainder of the land not so taken shall thereafter constitute the Property and all of the terms and conditions of this Agreement shall remain in full force and effect. The entirety of the condemnation award shall be paid to Bellevue.

12.3 Condemnation of Property after Closing Date. If there is a Condemnation of the Property after the Closing Date, Bellevue shall be entitled to receive and keep all damages, awards or payments resulting from or paid on account of a Condemnation of all or any part of the Property except as provided in the following sentence. Sound Transit shall be entitled to receive and keep all damages, awards or payments resulting from any loss or damage to the rights of Sound Transit under any easement agreement in favor of Sound Transit recorded against the Property prior to the Condemnation. In the event the condemning authority does not allocate the award between the taking of fee title to the Property, on the one hand, and the taking of Sound Transit's rights under any easement agreements, on the other hand, either Party shall have the right to request the court for an allocation of the award.

12.4 Definition. For purposes of this Agreement "Condemnation" means the taking or damaging of all or any portion of (a) the Property or (b) any easement, condominium or other property interest granted to Sound Transit or any Sound Transit improvements, by the exercise of any governmental power, whether by legal proceedings or otherwise by a governmental agency with jurisdiction or the voluntary sale of any of the foregoing to any Person having the power of eminent domain under threat of condemnation or while legal proceedings for Condemnation are pending.

13. DEFAULT. No party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of ninety (90) calendar days after written notice of default from the other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the 90-day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure; provided that in no event shall a cure take longer than one-hundred eighty (180) days to complete without mutual written consent. Any dispute regarding the existence of a default or appropriate cure shall be handled through the Dispute Resolution Process. Notwithstanding the foregoing or anything to the contrary in this Agreement or elsewhere: (1) in the event of a Milestone Failure (as defined in the Design and Construction Agreement) or if pursuant to Section 6.4.2(a) of this Agreement Sound Transit is entitled to exercise the Additional Sound Transit Remedies set forth in Section 14.4 of this Agreement, such situation shall be automatically

deemed a non-curable default and Sound Transit may, but is not obligated to, upon 15 days written notice, immediately thereafter pursue any or all remedies available to it; (2) the making by of any general arrangement or assignment for the benefit of creditors shall automatically be deemed a default; (3) Bellevue becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Bellevue, the same is dismissed within 60 days) shall automatically be deemed a default; and (4) the levy by judicial process upon or the appointment of a trustee or receiver to take possession of substantially all of Bellevue's assets located at the Property, or Bellevue's interest in this Agreement, where possession is not restored to Bellevue within 30 days shall automatically be deemed a default. In the event that any provision of this Article 13 is contrary to any applicable law, such provision shall be of no force or effect.

14. REMEDIES; ENFORCEMENT.

14.1 The Parties reserve the right to exercise any and all of the following remedies, separately or in combination, and consistent with the dispute resolution and default Sections of this Agreement, in the event of an uncured default under this Agreement:

- a) Commencing an action at law for monetary damages;
- b) Commencing an action for equitable or other relief;
- c) Seeking specific performance of any provision that reasonably lends itself to such remedy; and
- d) The prevailing party (or substantially prevailing party, as determined by the court, if no one party prevails entirely) shall be entitled to reasonable attorney fees and costs.

14.2 Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

14.3 Neither Party shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party's conduct.

14.4 Additional Sound Transit Remedies for Milestone Failure. The Parties recognize that the Milestone set forth in Subsection 7.1(c) of the Design and Construction Agreement and certain events set forth in Section 6.4.2(a) of this Agreement are critical for timely completion of the TAIs (or Interim TAIs) and that at the time of the Milestone deadline set forth in Subsection 7.1(c) of the Design and Construction Agreement and the deadlines in Section 6.4.2(a) of this Agreement, little or no time thereafter will be available for Sound Transit to ensure that Bellevue will be able to provide the TAIs (or Interim TAIs) for the Permitted Use within the time period agreed upon by the Parties under the terms of Article 6 of this Agreement. Accordingly, in addition to the foregoing remedies, in the event of a Milestone Failure or as provided in Section 6.4.2(a) of this Agreement, and except as prohibited in Section 14.9 of this Agreement, Sound Transit may take any or all of the following action(s) to construct the Parking Lot on the Property in accordance with the permanent TAI requirements set forth in **Exhibit A:**

14.4.1 Remove all persons and property located on the Property, exclude Bellevue and/or third parties from the Property.

14.4.2 Enter and take possession of the Property.

14.4.3 Store any property belonging to Bellevue or its contractors at the sole cost of and for the account of Bellevue.

14.4.4 Make any demolitions, repairs, alterations or modifications to the Property and to any buildings, structures and improvements thereon necessary to construct the Parking Lot on the Property.

14.4.5 Elect for Bellevue to take any of the actions described in the foregoing Subsections 14.4.1 through 14.4.4 above, and any other actions reasonably necessary for Bellevue to obtain exclusive possession of the Property and deliver such exclusive possession of the Property to Sound Transit with the Property in a condition ready for construction of the Parking Lot thereon. Bellevue shall promptly take all such actions, after receipt of written notice from Sound Transit regarding such election. Such election shall not preclude Sound Transit from pursuing the same actions or any other remedies provided for in this Agreement.

14.4.6 Construct the Parking Lot on the Property.

14.4.7 Use all of the Property or any part thereof for the construction and operation of the Parking Lot. Upon Sound Transit's request, Bellevue shall grant to Sound Transit all easements or other property rights necessary for the same.

14.4.8 Sound Transit shall make written demand to Bellevue for all costs and expenses reasonably incurred in taking the actions described in this Section 14.4 and Bellevue shall promptly reimburse the same. Sound Transit shall provide reasonable documentation of such costs and expenses along with such demand and Bellevue shall have thirty (30) days to process and pay such demands. Any such demanded amount not timely paid shall accrue interest at shall accrue interest at the lesser of six percent (6%) per annum or the maximum amount permitted under applicable law, from and after the thirty-first day after demand was made.

14.5 Bellevue shall promptly cooperate in all respects in Sound Transit's elected actions. No actions taken by Sound Transit under Section 14.4 shall be construed as an election on Sound Transit's part to terminate this Agreement, unless a written notice of Sound Transit's intention to terminate this Agreement is delivered to Bellevue.


14.6 Nothing contained in Article 14 of this Agreement shall adversely affect Sound Transit's right to indemnification under this Agreement.


14.7 **Liquidated Damages.** Bellevue recognizes that the TAIs are part of the "critical path" for the 130th Station and East Link Project and ample time exists at the time of this Agreement to timely complete the permanent TAIs on the Property. Accordingly, if after Bellevue has executed either the Third Party Agreement or all necessary contracts with the Design Consultants and Construction Contractors (as defined in the Design and Construction Agreement) ("**Construction Contracts**") to complete construction of the TAIs, Bellevue fails to complete: (a) the TAIs or Interim TAIs by the In-Service Date or, if applicable, the Accelerated In-Service Date; or (b) the permanent TAIs on the Property by June 1, 2026 (as may be extended pursuant to Section 6.4 above) (collectively "**TAI Completion**"), then Sound Transit will be damaged and will be entitled to compensation for those damages, but the damages will be extremely difficult and impractical to ascertain for several reasons, including without limitation the following: (i) the damages Sound Transit will be entitled to in a court of law will be based on the value of obtaining adequate alternative TAI's which will likely be unavailable, difficult to obtain, or fail to meet the standards for the TAIs set forth in Exhibit A to this Agreement; (ii) Sound Transit may suffer lost ridership and/or revenue; (iii) it is difficult or impossible to measure the damages Sound

Transit will suffer if Bellevue provides Interim TAIs beyond the time permitted in this Agreement and the Conveyance Agreement, but fails to obtain TAI Completion as it has committed to do under this Agreement and the Conveyance Agreement; and (iv) it is impossible to predict as of the date of this Agreement all of the impacts on the 130th Station, East Link Extension Project, and the greater Sound Transit light rail system, which would result should Bellevue fail to obtain TAI Completion and Bellevue desires to limit the amount of damages that Bellevue might be liable for should Bellevue breach this Agreement or the Design and Construction Agreement by failing to obtain TAI Completion.

Accordingly, the City shall include a provision (“**Liquidated Damages Provision**”) in either the Third Party Agreement or Construction Contracts requiring the payment of liquidated damages for each working day beyond: (a) the In-Service Date or, if applicable, the Accelerated In-Service Date, until the TAIs or Interim TAIs are complete; and (b) June 1, 2026 (as may be extended pursuant to Section 6.4 above) until the permanent TAIs are completed on the Property (“**Liquidated Damages**”). The Liquidated Damages Provision shall be in a form mutually agreed-upon by Sound Transit and Bellevue prior to Bellevue’s execution of the Third Party Agreement or Construction Contracts, and it shall authorize the City to withhold the Liquidated Damages from any money due to the developer or contractor under such agreement, and to the extent there is any deficiency after such withholding, to collect the same from the developer or contractor. The Liquidated Damages shall be in an amount to be determined by the Parties in consultation with each other after consideration of relevant factors including those identified in the preceding paragraph above.

For these reasons, the Parties agree that, if TAI Completion fails to occur, Sound Transit may in its sole discretion elect: (y) as its sole and exclusive remedy for said default or breach, to be entitled to payments on the first of each month following the In-Service date or, if applicable hereunder, Accelerated In-Service Date, in an amount equal to the total daily Liquidated Damages arising during the preceding month collected by Bellevue pursuant to its construction contract or the Third Party Agreement; or (z) to pursue any other available remedies. Should Sound Transit elect the foregoing option (y): Bellevue shall continue to collect such payments and remit the same to Sound Transit until TAI Completion occurs; and Bellevue shall only be responsible for collecting and remitting payment of collected Liquidated Damages, and shall not be responsible for the payment of Liquidated Damages that cannot be collected from third parties. The foregoing limitation on Sound Transit’s remedies shall not apply to any other obligations of Bellevue under this Agreement or the Design and Construction Agreement including without limitation Bellevue’s obligation to provide Interim TAIs, which shall remain in effect until TAI Completion as set forth in this Agreement and the Conveyance Agreement.

 Initials of Sound Transit

 Initials of Bellevue

14.8 If Bellevue at any time shall fail to pay any taxes, assessments, or liens, or fails to make any payment or perform any act required to be made or performed by it by this Agreement, or any agreement entered into with third parties that relates to the Property or the Interim TAI Property, Sound Transit, without waiving or releasing Bellevue from any obligation or default under this Agreement or any agreement entered into with third parties that relates to the Property or the Interim TAI Property, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account of and at the expense of Bellevue. All sums so paid by Sound Transit and all costs and expenses so incurred shall accrue interest at the lesser of six percent (6%) per annum for the maximum amount permitted under applicable law, from their due date until paid, said payments and interest to be payable to Sound Transit by Bellevue within thirty (30) days of demand for the same by Sound Transit.

14.9 After construction of the TAIs or Interim TAIs has commenced on the Property pursuant to the Approved P&S, Sound Transit shall not take possession of the Property or exclude

Bellevue and/or third parties from the Property without first obtaining Bellevue's written permission or a Court order authorizing the same.

15. NO ASSIGNMENT. This Agreement is not assignable by either Party hereto whether voluntarily, involuntarily or by operation of law, except that, any document attached as an Exhibit hereto shall be assignable to the extent explicitly permitted by the terms of said document.

16. DISPUTE RESOLUTION. Any disputes or questions of interpretation of this Agreement that may arise between the Parties will be governed by the dispute resolution provisions in Article 8 of the Design and Construction Agreement ("**Dispute Resolution Process**").

17. REPRESENTATIVES. Each Party has designed the representative described in Article 9 of the Design and Construction Agreement authorized to make decisions on such Party's behalf with respect to matters that require consent or approval under this Agreement, Each Party or such authorized representative shall promptly render decisions to avoid delay in the orderly process of design, development and construction of the TAIs and the TOD Project, respectively. Either Party may change its representative upon notice to the other Party at any time.

18. BROKERS. Sound Transit and Bellevue each represent to the other that neither is represented by any broker, agent or finder with respect to this Agreement in any manner. Each Party agrees, to the maximum extent permitted by law, to indemnify and hold the other Party harmless from and against any and all liability, costs, damages, causes of action or other proceedings instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in any manner whatsoever in connection with this Agreement.

19. MISCELLANEOUS PROVISIONS.

19.1 Entire Agreement. This Agreement, including **Schedule 1** and **Exhibits A-1 through K** which are attached hereto, as well as the MOU, set forth the entire agreement of the Parties as to the subject matter hereof and supersede all prior agreements discussions and understandings between them. Except as otherwise set forth herein, the term "Agreement", as used herein shall refer to this entire Agreement, including **Schedule 1** and **Exhibits A-1 through K**.

19.2 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

19.3 Severability. Should any of the provisions of this Agreement be found to be invalid, illegal or unenforceable by any court of competent jurisdiction, or inconsistent with any state or federal regulations or funding requirements, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the Parties.

19.4 Jurisdiction/Venue. In the event any action is brought to enforce any of the provisions of this Agreement, the Parties agree to be subject to exclusive in personam jurisdiction in the King County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively in King County, Washington.

19.5 Amendments: Waiver. This Agreement may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized officer or representative of each Party hereto. No waiver of any right under this Agreement shall be effective unless contained in writing signed by a duly authorized officer or representative of the Party sought to be charged with the

19.8 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors.

19.9 Attorneys' Fees. Each Party shall be responsible for payment of the legal fees of its counsel in the event of any litigation, mediation, arbitration or other proceeding brought to enforce, interpret or otherwise arising out of this Agreement.

19.10 Nondiscrimination. Bellevue shall not discriminate and shall ensure that all consultants and contractors engaged by Bellevue in connection with the TAIs shall comply with all applicable federal, state and local discrimination laws rules and regulations. Any violation of this provision shall be considered a default under this Agreement and Sound Transit shall have all the rights and remedies provided under Article 14 of this Agreement.

19.11 Memorandum of Agreement. This Agreement shall not be recorded. Promptly following full execution and acknowledgement of this Agreement by the Parties, a memorandum of this Agreement in the form attached hereto as **Exhibit K** shall be recorded in the real property records of King County, Washington.

19.12 Time is of the Essence. Time is of the essence in the performance of each Party's obligations under this Agreement. Each Party will carry out its obligations under this Agreement diligently and in good faith.

19.13 Nature of Relationship. The relationship between Bellevue and Sound Transit under this Agreement shall be solely that of parties to a real estate transaction. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Bellevue and Sound Transit, and neither Party shall have the power to bind or obligate the other Party except as expressly set forth in this Agreement. Bellevue shall have no right or authority, express or implied, to commit or otherwise obligate Sound Transit in any manner except to the extent specifically provided herein or specifically authorized in writing by Sound Transit. Sound Transit shall have no right or authority, express or implied, to commit or otherwise obligate Bellevue in any manner except to the extent specifically provided herein or specifically authorized in writing by Bellevue. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any other person, firm, organization or corporation, nor shall any other person, firm, organization or corporation have any right or cause of action hereunder.

19.14 No Third-Party Rights. The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the Parties hereto, and their respective successors. None of the rights or obligations of the Parties herein set forth (or implied) is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right, whatsoever upon or otherwise inure to the benefit of any contractor, architect, subcontractor, worker, supplier, mechanic, architect, insurer, surety, guest, member of the public, or other third parties having dealings with either of the Parties hereto or involved, in any manner, in the TAIs or the TOD Project.

19.15 No Waiver of Eminent Domain Power. Nothing contained in this Agreement shall constitute or be construed as constituting any limitation upon either Party's right to exercise the power of eminent domain with respect to any real property other than the Property or any portion thereof.

19.16 Consents and Approvals. Except where a different standard is expressly set forth in this Agreement, in any case where the consent or approval of either Party is required under the terms of this Agreement, such consent or approval shall not be unreasonably withheld.

19.17 Records. During construction of the TAIs and for a period of not less than six (6) years from the date of final acceptance as provided herein, Bellevue will maintain and make available the records and accounts pertaining to the TAIs, for inspection and audit by Sound Transit, and for the use in the event of litigation, claim or any other purpose.

19.18 Fair Construction. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Agreement. Each Party hereto and its counsel has reviewed and revised this Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Agreement.

19.19 Disclosures and Waivers. Pursuant to RCW 64.06.010(7), Bellevue hereby waives receipt of the Seller Disclosure Statement otherwise required under Chapter 64.06 RCW with respect to the Property; provided, however that Sound Transit shall deliver the Seller Disclosure Statement to the extent required to do so under RCW 64.06.010(7).

19.20 Further Assurances. Each Party hereto agrees that it will execute or furnish such documents and further assurances to the other or to proper authorities as may be necessary for the full implementation and consummation of this Agreement and the transactions contemplated hereby.

19.21 Survival of Provisions. Except as otherwise expressly provided herein, the covenants, representations, indemnifications, warranties agreements, terms and provisions contained herein shall survive the Term, including without limitation, the Closing, and the completion of the TAIs on the Property.

19.22 Exhibits. The Schedules and Exhibits attached hereto are made a part of and incorporated into this Agreement.

19.23 Conflicts of Interest. No council or board member, officer or employee of either Party shall make any decisions relating to this Agreement or the transactions contemplated herein which affects his or her personal interests or the interests of any corporation, partnership, limited liability company or other legal entity in which he or she is directly or indirectly interested.

19.24 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute but one original.

19.25 Authority. The persons signing below represent and warrant that they have the requisite authority to bind the Party on whose behalf they are signing.

19.26 Construction. In the event of any ambiguity or inconsistency between the terms of this Agreement, the MOU, the Design and Construction Agreement, the Use and Operations Agreement or the TAI Easement, the terms of the TAI Easement shall control over the terms of the Design and Construction Agreement, this Agreement, the Use and Operations Agreement, and the MOU; the Design and Construction Agreement shall control over the terms of this Agreement, the Use and Operations Agreement, and the MOU; and the terms of this Agreement shall control over the terms of the MOU and Use and Operations Agreement. Any reference herein to "including" means "including but not limited to."

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year set forth below.

[Signatures on Next Page]

Dated and signed this _____ day of _____, 2019.

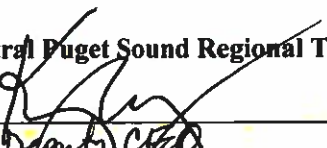

City of Bellevue, a Washington municipal corporation

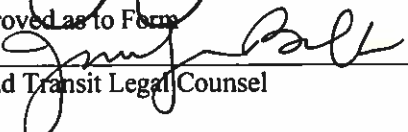
By: 
Toni Call
Its: Finance & Asset Management Director

Accepted and Approved:

By: 
Monica Buck
Its: Assistant City Attorney

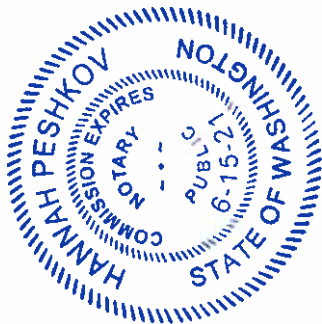
Central Puget Sound Regional Transit Authority, a Washington regional transit authority

By: 
Its: 

Approved as to Form
By: 
Sound Transit Legal Counsel

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

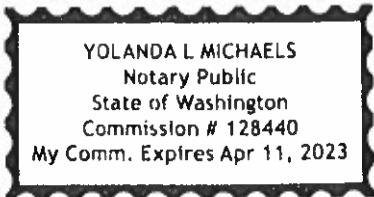
I certify that I know or have satisfactory evidence that **Toni Call** is the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the **Finance & Asset Management Director of the CITY OF BELLEVUE** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 10/8/19
Signature: [Handwritten Signature]
Notary Public in and for the State of Washington
Notary (print name): Hannah Peshkov
Residing at: Bellevue, WA
My appointment expires: 6-15-21

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that Kimberly Farley is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to execute the instrument and acknowledged it as the Deputy CEO of **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 10/17/2019
Signature: [Handwritten Signature]
Notary Public in and for the State of Washington
Notary (print name): YOLANDA L. MICHAELS
Residing at: RENTON WA
My appointment expires: 4/11/2023

LIST OF SCHEDULES AND EXHIBITS

Schedule 1	Definitions
Exhibit A	Transit Access Improvements Requirements
Exhibit B-1	Legal Description of "130 th Parcels"
Exhibit B-2	Legal Description of "Property"
Exhibit C	TIA Easement
Exhibit D	TOD Covenants
Exhibit E	Design and Construction Agreement
Exhibit F	Permitted Title Exceptions
Exhibit G	Sidewalk and Utility Easement Depiction
Exhibit H-1	ST Environmental Reports
Exhibit H-2	Bellevue Environmental Reports
Exhibit I	Right of Entry Agreement
Exhibit J	Form of Deed to Property
Exhibit K	Memorandum of Agreement

Schedule 1 - Definitions

“Business Day” means any day other than a Saturday, Sunday, legal holiday or day that Sound Transit’s offices are closed by order of the Sound Transit Chief Executive Officer.

“Closing” means, the delivery to Escrow Agent of all documents and funds required to be delivered to complete the transfer of the Property to Bellevue in accordance with the provisions of Article 9 hereof.

“Closing Date” means the Turnover Date.

“Environmental Laws” means, as amended from time to time, any and all federal, state and local laws, regulations, ordinances, codes and policies, and any and all judicial or administrative interpretations thereof by governmental authorities, as now in effect or hereinafter amended or enacted, relating to (i) pollution or protection of the environment, natural resources or health and safety; including without limitation those regulating, relating to, or imposing liability for emissions, discharges, releases or threatened releases of Hazardous Substances into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, release, transport or handling of Hazardous Substances; and (ii) the use of chemical, electrical, radiological or nuclear processes, radiation, sophisticated electrical and/or mechanical equipment, sonar and sound equipment, lasers, and laboratory analysis and materials

“Escrow Agent” means a nationally recognized title insurance company selected by Bellevue and not objected to by Sound Transit which shall provide escrow services in connection with the Closing.

“FTA” means the Federal Transit Administration of the United States Department of Transportation and any successor agency thereto.

“Hazardous Substances” means any and all substances, chemicals, wastes, sewage or other materials that are now or hereafter regulated, controlled or prohibited by any Environmental Laws, including without limitation any (a) substance defined as a “hazardous substance”, “extremely hazardous substance”, “hazardous material”, “hazardous chemical”, “hazardous waste”, “toxic substance” or “air pollutant” by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq.; the Clean Air Act, 42 U.S.C. Section 7401, et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; or the Occupational Safety and Health Standards, 25 C.F.R. 1910-1000 et seq.; the Model Toxics Control Act, RCW chapter 70.105D, and regulations promulgated thereunder, all as amended to date and as amended hereafter; (b) hazardous substance, hazardous waste, toxic substance, toxic waste or hazardous material, waste, chemical or compound described in any other Environmental Laws; and (c) asbestos, polychlorinated biphenyls, urea formaldehyde insulation, flammable or explosive or radioactive materials, gasoline, oil, motor oil, waste oil, petroleum (including without limitation crude oil or any component thereof), petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, and other regulated chemical products.

“Laws” mean any constitution, statute, ordinance, regulation, rule, resolution, judicial decision, administrative order or other requirement of any federal, state, county, municipal or other governmental agency or authority having jurisdiction over the Parties or the Property or both, in effect either at the time of execution of this Agreement or at any time during the Term, including without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities) including, but not limited to Environmental Laws and all rules, laws and regulations issued thereunder, as the same may be amended from time to time.

“Permitted Use” means the use of the TAIs by transit passengers when using transit facilities and for vehicular and bicycle parking.

“Person” means a natural person, corporation, trust, partnership, limited partnership, limited liability company, governmental subdivision or agency, municipal corporation, city, state or other legal entity.

“Requirements of Law” means all requirements relating to land use and building design, development and construction (including those specifically applicable to Sound Transit’s contemplated use of the Property for the TAIs), including, without limitation, planning, zoning, subdivision, platting, environmental, air quality, flood hazard, fire safety, accessibility, and other governmental approvals, permits, licenses and/or certificates as may be necessary from time to time to comply with all the foregoing, all Sound Transit requirements, including but not limited to those attached hereto as Exhibit A and by this reference incorporated herein, all applicable FTA rules, regulations and requirements, including but not limited to those attached as Exhibit B to the Design and Construction Agreement, and other applicable statutes, rules, orders, regulations, laws, ordinances, and covenants, conditions and restrictions, which now apply to and/or affect the design, construction, existence, intended use, operation and/or occupancy of the TAIs, the Property or any part thereof.

“Taxes” means all real and personal property taxes and assessments (including assessments for special improvements), license and permit fees, charges for public Utilities, leasehold excise taxes, other excise taxes, levies, sales, use and occupancy taxes, any taxes levied or assessed in addition to or in lieu of, in whole or in part, such taxes, assessments or other charges and all other governmental impositions and charges of every kind and nature, general and special, ordinary and extraordinary, foreseen and unforeseen of every character (including interest and penalties thereon) which at any time from and after the Effective Date of this Agreement may be imposed, levied upon or assessed against or which arise with respect to or constitute a lien upon the any real property constituting a portion of the Property or any estate, right or interest therein, or any occupancy, use or possession of or activity conducted on the Property or any part thereof.

“Term” means the period beginning on the Effective Date and ending on the complete construction of the TAIs on the Property and their acceptance by Sound Transit for the Permitted Use.

“Utilities” means all utilities and services furnished to the Property, including without limitation, gas, electricity, water, sewer, storm water, garbage collection, and telephone service.

Exhibit A
to Conveyance Agreement for Property at Bel-Red/130th Station

Transit Access Improvements Requirements

Overview

Sound Transit (“ST”) committed to opening the Bel-Red/130th East Link light rail station in 2023, and to making relevant access facilities available to the public at that point, including:

- 300 automobile parking stalls for use by transit customers
- Passenger loading areas
- Bicycle storage
- Service and maintenance access

Per the Memorandum of Understanding (“MOU”) between the Parties, Sound Transit is conveying the portion of property at the station site currently slated for development into the park and ride and other access facilities, to the City of Bellevue to dually develop as transit oriented development (“TOD”) and transit access improvements (“TAI facilities”). In order for ST to grant ownership and development rights, the City of Bellevue must commit to delivering TOD, and the TAI facilities that comply with ST’s Design Criteria Manual (“DCM”) and conform to ST requirements, policies and specifications. The FTA has provided all necessary approvals for Sound Transit’s entry into this Agreement. FTA oversight will be limited to affirming a functional transit project and affirming Sound Transit and Bellevue adhere to the TAI commitments.

TAI Facilities: Relevant Standards, Regulations, Policies and Guidelines

The applicable standards, regulations, policies and guidelines described below shall be followed in the design and construction of either Permanent TAI facilities (“Permanent TAIs”) or potential surface park and ride Interim TAI facilities (“Interim TAIs”). As described in the Conveyance Agreement and further articulated below, Interim TAIs would involve minimal improvements necessary to comply with law.

Sound Transit’s DCM (version 4), Bicycle Policy (version M2010-87,), System Access Policy (version R2013-03) and System-Wide Signage Design Manual (version May 2013) apply to design and construction of the TAI facilities. The City of Bellevue may request departure from these design manuals and policies if the departures are consistent with guidance in the following documents and better further the TOD vision for the 130th Parcels and 130th Avenue Station Area than a strict application of the design criteria:

- Sound Transit Transit-Oriented Development Policy for “Community TOD”;
- City of Bellevue TOD Planning Principles (approved by Council January 25, 2016);
- City of Bellevue BelRed Subarea Plan;

- City of Bellevue 130th Avenue Station Area Plan; and
- DCM Version 5 recommendations on parking design and security.

Sound Transit’s DCM provides specifications for design of all aspects of the transit system, including access facilities such as parking, passenger loading areas, bicycle storage areas, pedestrian circulation, vehicular circulation, and maintenance and access facilities. All TAI facilities shall be built in conformance with the DCM. For Permanent TAIs, should the DCM conflict with the specific numbers or distances written in this Exhibit A, the more stringent shall apply.

Particularly pertinent chapters of the Sound Transit DCM include:

- **Chapter 9 – Stations:** This chapter provides relevant standards for design of surface parking, passenger loading areas and bicycle storage. It also offers guidance about disability accessibility, pedestrian, vehicular and bicycle circulation, pathways between station facilities and access facilities, and preferred wayfinding signage and techniques.
- **Chapter 15 – Communications:** This chapter provides specifications for required Passenger Emergency Telephone (PET) systems and Closed Circuit Television (CCTV) systems required in Sound Transit parking and access facilities.
- **Chapter 21 – Lighting:** This chapter specifies required lighting levels for parking and bicycle facilities, vehicular driveways, and pedestrian and bicycle crossings.
- **Chapter 23 – Electrical Systems:** This chapter outlines electrical requirements for parking and bicycle facilities.
- **Chapter 29 – Security:** This chapter provides security standards, codes and guidelines for passenger facing facilities including parking.
- **Chapter 31 – Structured Parking:** This chapter provides guidelines for all aspects of parking garage design.

In all instances, except departures noted above and criteria governed by City Codes, the design and construction of the Permanent TAIs must conform to the applicable criteria contained in the DCM (“Applicable DCM Requirements”) as set forth herein. The City of Bellevue may request departure from the Applicable DCM Requirement by submitting a Request for Deviation (“RFD”) to ST, clearly indicating the nature and reason for the departure, for ST’s review and approval. Bellevue will strive to meet the ST RFD guidelines by submitting a RFD within 60 days of the 60% design milestone submittal. ST shall have forty-five (45) business days to review the RFD with any proposed departure and submit comments or approvals, if applicable, to the City of Bellevue regarding the same. ST shall reduce the review time for the RFD wherever reasonably possible, and not arbitrarily withhold, condition or delay approval of proposed departures from the Applicable DCM Requirements, taking into account compliance with such requirements and applicable federal, state and local laws.

Some Specific TAI Facilities Requirements

Overall TAI Design		
	Permanent TAIs	Interim TAIs
<i>Transit Parking</i>	<p>Permanent TAIs shall include 300 automobile parking stalls for use by transit customers in a contiguous location, rather than built in many separate locations.</p> <p>Permanent TAI parking should accommodate (in order of priority): individuals with disability, high occupancy vehicles, electric vehicle charging stations, motorcycles, shared car services, and single occupant vehicles.</p> <p>Conduit to support Type 2 electric vehicle charging for 20 vehicles will be provided with the Permanent TAIs.</p>	<p>Interim TAIs shall include 300 automobile parking stalls. If multiple interim locations are used, a minimum of 50 stalls is required at each location.</p> <p>Interim TAIs would involve minimal improvements necessary to comply with law. The standard used by the City of Bellevue (available at https://bellevue.municipal.codes/LUC/20.20.590 and https://bellevue.municipal.codes/LUC/20.30M) in constructing other paved, lighted interim parking shall be followed. Per Section 4.2 of the Design and Construction Agreement, ST will review and approve the COB Interim TAI and P&S.</p> <p>Pathway(s) between the station platform and any interim parking facilities shall be safe and secure including sidewalks, lighting, curb cuts, signage and any crosswalks designed to City of Bellevue standards.</p>
<i>Wayfinding</i>	<p>All signage directed towards transit customers should conform to the Sound Transit System-Wide Signage Design Manual to provide clear wayfinding to and from parking areas, pedestrian pathways and transit service. Before any signage production, sign designs are subject to ST review.</p>	
<i>Crime Prevention</i>	<p>Permanent and Interim TAIs should be designed in accordance with Crime Prevention through Environmental Design (CPTED) principles and the Sound Transit provided Threat and Vulnerability Assessment (TVA) for this specific location.</p>	

Americans with Disabilities Act		
	Permanent TAIs	Interim TAIs
<i>General</i>	All TAI facilities for transit customers must be designed and operated in accordance with federal Americans with Disabilities Act (ADA) requirements. The ADA mandates equal access to all customers, regardless of their ability (http://www.ada.gov/2010_regs.htm). The Americans with Disabilities Act Accessibility Guidelines (ADAAG) provide specific guidance to help designers conform to the ADA. Additionally, the Sound Transit Accessibility Design Guidelines provide guidance for accessible design features at Sound Transit facilities. All access facilities for use by Sound Transit customers should be built to these standards (including sidewalks, curb cuts, ramps and vertical circulation connecting access facilities to one another, to the sidewalk network, and to other station facilities). Where variances in the two codes occur, the most stringent requirement should be followed.	
<i>Number of Stalls</i>	For either Permanent or Interim TAIs, the total number of ADA parking stalls included in the 300 parking stalls shall number the greater of the federal or Sound Transit requirement or 8 ADA stalls.	
<i>Proximity to Station</i>	For either Permanent or Interim TAIs, the average horizontal pathway distance between the ADA parking or drop off locations and the closest point of station platform access shall not exceed 330 feet.	

Transit System Access		
	Permanent TAIs	Interim TAIs
<i>General</i>	Sound Transit's System Access Policy (R2013-03, Appendix C) describes ST's approach to supporting transit customer access to facilities and service. The policy describes ST's commitment to increasing transit ridership by supporting multi-modal access to the system. It outlines various ways ST may support, fund, and/or partner to deliver access infrastructure and services. Finally, the policy puts forth management strategies and rules for use of ST-operated customer parking.	
<i>Stall Size</i>	All stalls, other than ADA, shall be the standard stall size as described in the DCM.	

Transit System Access		
	Permanent TAIs	Interim TAIs
<i>Parking Management Tools</i>	<p>Permanent TAIs should be designed and constructed with consideration to the full range of parking management tools described in the system access policy.</p> <p>Parking management and payment systems shall be included, in accordance with the DCM (including loop counters, dynamic signage, monitoring technologies, payment kiosks, and conduit allowing for future systems).</p> <p>Drivers shall not be required to pass through controlled access gates to enter or exit transit parking unless approved by ST.</p>	Interim TAIs will consider minimal improvements necessary for parking management.
<i>Proximity to Station</i>	For Permanent TAIs, the horizontal pathway distance from the furthest parking stall to the nearest point of the station platform shall be less than 660 feet.	For Interim TAIs, the horizontal pathway distance from the furthest parking stall to the nearest point of the station platform shall be less than 1,320 feet. The City of Bellevue will secure the closest location possible for interim TAIs.

Bicycle Storage		
	Permanent TAIs	Interim TAIs
<i>General</i>	Sound Transit's Bicycle Policy (M2010-87, Appendix D) describes how ST approaches bicycle access to transit facilities and vehicles. The policy provides information and rules about bringing bicycles on ST light rail, commuter rail, and buses. It describes provision of and rules for use of bicycle storage at ST facilities, and how ST plans, designs and funds bicycle access to the transit system. Additional information on bicycle facility may be found in the DCM.	
<i>Construction and O & M</i>	Bicycle storage areas will be designed and constructed by the City of Bellevue with review from ST during the planning and design phase. Operation and maintenance will be performed by ST or a contractor working for ST.	

Bicycle Storage		
	Permanent TAIs	Interim TAIs
<i>Bicycle Storage Capacity</i>	Permanent TAIs will include a phased approach for bicycle storage. The initial phase will include on-demand bicycle lockers with capacity for 16 bikes and bicycle racks with capacity for 20 bikes dedicated for transit users. On-demand lockers in the initial phase will be selected and installed by ST with reimbursement by the City of Bellevue. The initial phase will also include physical space reserved for additional on-demand lockers with capacity for 32 bikes and bicycle racks with capacity for 12 bikes. Installation of future bicycle parking will be approved and developed by ST.	Interim TAIs will include on-demand bicycle lockers with capacity for 12 bikes and bicycle racks with capacity for 20 bikes. On-demand lockers will be selected and installed by ST with reimbursement by the City of Bellevue.
<i>Bicycle Storage Design</i>	Permanent TAI bicycle racks should be Sportworks Tofino or similar approved. At least 50% of external bicycle racks should be protected from weather. Permanent TAI on-demand bicycle lockers should be designed with sufficient conduit for power and data, and use the same technology as other ST facilities to ensure ease of use and a seamless experience for bicyclists.	Interim TAI bicycle racks should be Sportworks Tofino racks or similar approved. At least 50% of external bicycle racks should be protected from weather. Interim TAI on-demand bicycle lockers may be solar powered units and use wireless data connectivity, only if lockers are exposed to at least six hours of unobstructed daylight and/or sun.
<i>Bicycle Wayfinding</i>	Signage and wayfinding for bicycle storage will conform to Sound Transit System-Wide Signage Design Manual (May 2013).	
<i>Proximity to Station</i>	For either Permanent or Interim TAIs, the average horizontal pathway distance between the furthest bicycle facility and the closest point of station platform access shall not exceed 330 feet. Bicycle storage areas should also be located closer to the station facility than a majority of the automobile parking.	

Passenger Loading Areas		
	Permanent TAIs	Interim TAIs
<i>General</i>	Passenger loading areas will conform to the DCM. The intent is to allow cars, shuttles and other passenger vehicles easy access from surface streets and avoid routing through key pedestrian pathways and general parking areas. Passenger loading areas will consider current and future transportation network companies and services, including car for hire services and potential future autonomous vehicle services.	
<i>Construction and O & M</i>	Passenger loading areas will be designed and constructed by the City of Bellevue. Operation and maintenance will be performed by ST or a contractor working for ST.	
<i>Proximity to Station</i>	Passenger loading areas shall be located at street level and be visible from the station.	
<i>Wayfinding</i>	Signage will conform to the ST System-Wide Signage Design Manual to provide clear wayfinding to and from parking areas, pedestrian pathways and transit service.	

Service and Maintenance Access		
	Permanent TAIs	Interim TAIs
<i>General</i>	For either the Permanent TAIs or the Interim TAIs, two parking stalls for service and maintenance vehicles will be provided. These parking stalls shall be standard stall size or larger and shall be over and above the 300 parking stalls for the public. Service and maintenance access shall be available to ST vehicles and staff 24 hours a day	
<i>Proximity to Station</i>	Permanent TAIs for service and maintenance access parking should be located in close proximity to the station with one parking space within 100 feet and the second within 330 feet of the nearest station entrance. Parking may be located in a structured garage or on-street parking within the right-of-way.	Interim TAIs for service and maintenance access parking should be located within 330 feet of the nearest station entrance.
<i>Construction and O & M</i>	Permanent or Interim TAIs for service and maintenance access will be designed and constructed by the City of Bellevue. Operation and maintenance will be performed by ST or a contractor working for ST if TAI is within a structured parking garage and by the City of Bellevue if located within the public right-of-way.	

Exhibit B-1
to Conveyance Agreement For Property At 130th Station

Legal Description of "130th Parcels"

R/W No. EL-296, 297 & 299 combined
PIN 2825059159, 2825059040 & 2825059191
SOUND TRANSIT

Grantor's Entire Parcel:

EL292:
LOT B, CITY OF BELLEVUE SHORT PLAT NUMBER 75-18 (REVISED), RECORDED UNDER
RECORDING NUMBER 7612230730, IN KING COUNTY, WASHINGTON; AND

EL296 & EL299:
THE SOUTH 205 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE
MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE EAST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (132ND
AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 7109100202;
AND EXCEPT THE WEST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD
(130TH AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 5341397.

Earl J. Bone 2/8/19

**Exhibit B-2
to Conveyance Agreement For Property At 130th Station**

Legal Description of "Property"

Portion of R/W Nos. E.I.-296, 297 & 299
PIN 2825059159, 2825059040 & 2825059191

PROPERTY AREA:

LOT B, CITY OF BELLEVUE SHORT PLAT NUMBER 75-18 (REVISED), RECORDED UNDER RECORDING NUMBER 7612230730, IN KING COUNTY, WASHINGTON; AND

THE SOUTH 205 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (132ND AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 7109100202;

AND EXCEPT THE WEST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (130TH AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 5341397;

AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE N88°21'09"W ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 30 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION, BEING THE WEST MARGIN OF 132ND AVENUE NORTHEAST, AND THE POINT OF BEGINNING;

THENCE CONTINUING N88°21'09"W ALONG SAID SOUTH LINE A DISTANCE OF 595.70 FEET TO THE EAST LINE OF THE WEST 30 FEET OF SAID SUBDIVISION, BEING THE EAST MARGIN OF 130TH AVENUE NORTHEAST;

THENCE N00°57'18"E ALONG SAID MARGIN A DISTANCE OF 29.60 FEET;

THENCE S88°11'38"E A DISTANCE OF 565.92 FEET;

THENCE S01°48'22"W A DISTANCE OF 14.60 FEET;

THENCE S88°11'38"E A DISTANCE OF 30.05 FEET TO THE WEST MARGIN OF 132ND AVENUE NORTHEAST;

THENCE S01°02'19"W A DISTANCE OF 13.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 159,269 SQUARE FEET, MORE OR LESS.

Earl J. Bone 2/8/19

**Exhibit C
to Conveyance Agreement For Property At 130th Station**

TIA Easement

[See Attached]

WHEN RECORDED RETURN TO:

Sound Transit
Real Property Division
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

TRANSIT ACCESS IMPROVEMENTS EASEMENT AGREEMENT

Grantor(s): Central Puget Sound Regional Transit Authority

Grantee: City of Bellevue

Abbreviated Legal Description: Portion of the SE 1/4 of the NE 1/4 of Section 28-25-5;
and Portion of Lot B, City of Bellevue Short Plat 75-18
(Revised) recorded under Recording No. 7612230730

Assessor's Tax Parcel No(s): 2825059159, 2825059040, & 2825059191

ROW No(s): EL136, EL296, EL297, EL299

Reference Numbers of Related Documents:

CR# _____ **DATE** _____ **LOC** _____

RECITALS

TRANSIT ACCESS IMPROVEMENTS EASEMENT AGREEMENT

A. WHEREAS, CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington ("Sound Transit") is the owner of real property located in the City of Bellevue, as more particularly described in the legal description attached as Exhibit "A" and as depicted on Exhibit "C", (the "Property"), which by this reference is incorporated herein; and

B. WHEREAS, Sound Transit, is the owner of the real property located in the City of Bellevue, as more particularly described in the legal description attached as **Exhibit "B"** and as depicted on **Exhibit "C"**, ("**130th Station**"), which by this reference is incorporated herein; and

C. WHEREAS, Sound Transit owns, operates and is developing a high capacity transit system in the Puget Sound Region. This system includes the Eastlink extension of its Link light rail system and the 130th Station. The Eastlink extension requires the 300 parking stalls and associated transit access improvements near the 130th Station described in the Conveyance Agreement (the "**TAIs**"); and

D. WHEREAS, Sound Transit and the **CITY OF BELLEVUE, a Washington municipal corporation, ("Bellevue")**, entered that certain "Amended and Restated Umbrella Memorandum of Understanding for Intergovernmental Cooperation between the City of Bellevue and the Central Puget Sound Regional Transit Authority for the East Link Project" on May 6, 2015 (the "**MOU**"), which contemplated an agreement for Bellevue to develop the TAIs on the Property adjacent to the 130th Station when the Property is no longer needed by Sound Transit for construction staging; and

E. WHEREAS, the parties thereafter entered into that certain Conveyance Agreement for Property at 130th Station dated _____, (the "**Conveyance Agreement**") as contemplated in the MOU. The Conveyance Agreement provides that Sound Transit will convey the Property to Bellevue in fee simple while retaining an easement upon the Property for the location of the TAIs. This Transit Access Improvements Easement Agreement (this "**Agreement**") sets forth the easement reserved by Sound Transit and associated terms and conditions; and

F. WHEREAS, Sound Transit shall convey the Property to Bellevue by bargain and sale deed, which reserves this Easement and that certain Covenant To Use Land For Transit Oriented Development Purposes ("**TOD Covenants**") to be executed and recorded by separate instrument; and

G. WHEREAS, pursuant to the Conveyance Agreement, the parties agree that the TAIs shall be incorporated into one of the following: (1) a surface parking lot located on the entire Property (the "**Parking Lot**"); (2) an independent structured parking facility located on a portion of the Property to be occupied and operated solely by Sound Transit (the "**Parking Garage**"); (3) parking facilities incorporated into a larger mixed use transit oriented development to be constructed by Bellevue or its designee(s) (the "**TOD Project**"), consisting either of (a) a stand-alone structured parking facility, the entirety of which is solely occupied and operated by Sound Transit, or (b) an exclusive portion of a structured parking facility integrated into a building occupied by parties other than Sound Transit (either of which are herein referred to as the "**Integrated Facility**", and the latter of which is referred to herein as the "**Shared Facility**"); or (4) offsite surface or structured parking provided for an interim period (the "**Offsite Interim Parking**"). Pursuant to the Conveyance Agreement, the parties have entered into the Design and Construction Agreement Transit Access Improvements at 130th Station dated _____, that establishes the terms and conditions for Bellevue's development of the TAIs and the TOD Project upon the Property (the "**Design and Construction Agreement**"); and

H. WHEREAS, the Conveyance Agreement sets forth a process to determine the location of the TAIs and potentially amend this Agreement to release the Easement from portions of the Property, if any, that are not necessary for Sound Transit's use of the TAIs; and

I. WHEREAS, as set forth in this Agreement and subject to the terms and conditions in the Conveyance Agreement and Design and Construction Agreement, the Easement is intended to (a) permit Bellevue to construct the TAIs; (b) provide Sound Transit the permanent rights to construct, use, operate, maintain, repair and replace the TAIs and maintain "continuing control" of the Property utilized for the TAIs; and (c) provide Sound Transit means to exercise certain remedies under the Conveyance Agreement, including without limitation those remedies set forth in the Design and Construction Agreement incorporated therein.

NOW, THEREFORE, in consideration of the foregoing recitals, the public good, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals.** The recitals above are true and correct and are hereby incorporated into this Easement.

2. **Reservation of Easement.** Sound Transit hereby reserves for itself its successors and/or assigns, and Bellevue accepts the reservation of a permanent Transit Access Improvements Easement ("Easement") on, over, under, through and above the entire Property as legally described in Exhibit "A" and depicted on Exhibit "C", (the "Easement Area") which by this reference is incorporated herein.

3. **Purpose of Easement.** Sound Transit, its agents, contractors, permittees, and invitees may use the Easement Area for the construction, operation, use, maintenance, repair, removal, upgrading, and replacement of the TAIs and all improvements, facilities or appurtenances necessary or convenient for the TAIs, and for all other purposes permitted by the Conveyance Agreement and Design and Construction Agreement.

4. **Bellevue's Use of Easement Area.** Subject to the terms of any other written agreement(s) between Bellevue and Sound Transit, Bellevue, its agents, contractors, permittees, and invitees may enter the Easement Area to conduct due diligence and investigations necessary to design and construct the TAIs and the TOD Project. Upon completion of the milestone requirements set forth in Subsections 7.1(c)(1)–(4) in the Design and Construction Agreement, Bellevue may construct the TAIs within the Easement Area and, if Bellevue elects, the TOD Project within the Easement Area. Notwithstanding the foregoing or anything to the contrary herein or elsewhere, use of the Easement Area for any purpose by Bellevue, its agents, contractors, permittees, and invitees is subject to, and conditioned upon, Bellevue's compliance with the terms and conditions of this Agreement, the Conveyance Agreement and Design and Construction Agreement. Should Bellevue fail to comply with the terms and conditions of this Agreement, the Conveyance Agreement and the Design and Construction Agreement, Sound Transit reserves all rights, including without limitation the rights and remedies set forth in Article 11 of the Design and Construction Agreement.

5. **Release of Easement.** Pursuant to the terms of the Conveyance Agreement: (a) portions of the Easement Area, if any, that are not necessary for Sound Transit's use of the TAIs may be released from this Agreement; and/or (b) this Agreement may be terminated and replaced with a new easement, condominium or other property rights acceptable to the parties to accomplish the purposes of this Agreement for the TAIs incorporated into the Integrated

Facility. In the event of either of the foregoing, the parties shall record a document in the real property records of King County reflecting the same.

6. Bellevue Future Redevelopment of TAIs within Easement Area. In the event Bellevue desires to redevelop the Property in the future, following initial construction of the TAIs, Bellevue may conduct redevelopment on or adjacent to the Easement Area ("**Proposed Redevelopment**"), provided that:

(a) such Proposed Redevelopment incorporates permanent replacement TAIs that conform to the TOD Covenants and the requirements of this Article 6 ("**Replacement TAIs**");

(b) interim TAIs are provided by Bellevue throughout the period of redevelopment consistent with the requirements set forth in Article 6 of the Conveyance Agreement ("**Interim TAIs**");

(c) the Proposed Redevelopment and earlier due diligence requiring third party right of entry to the property do not cause any interruption in the functionality of or services to the 130th Station provided by the TAIs, except such interruptions(s) which have been previously approved by Sound Transit in writing;

(d) the Proposed Redevelopment and Replacement TAIs provides functionally equivalent benefits to the 130th Station as the TAIs, subject to the requirements of Sound Transit and FTA in effect at that time, as well as all applicable Laws (as defined in Section 12.1 below) then in effect;

(e) fully functional Replacement TAIs are complete and made available for service within a period not to exceed three (3) years after Sound Transit delivers to Bellevue its prior written approval of the Redevelopment Agreement (defined below), after which time the original TAIs or permanent new TAIs must be utilized. Should the original TAIs be reinstated thereafter, Bellevue shall repair any damage to the Easement Area and TAIs, and return the Easement Area and TAIs to as good or better condition than it took them (subject to Sound Transit's prior written approval of the same) for the uses described herein;

(f) the completed Replacement TAIs provided by the Proposed Redevelopment cannot be utilized until they have been inspected and approved by Sound Transit as meeting Sound Transit's requirements set forth in Exhibit A of the Conveyance Agreement;

(g) Any Interim TAIs shall remain in use until Sound Transit's acceptance of the Replacement TAIs, which acceptance shall not be arbitrarily withheld, conditioned or delayed, considering: (1) the requirements for the Proposed Redevelopment and Replacement TAIs set forth herein; (2) Sound Transit's applicable internal criteria then in effect; (3) Sound Transit's operational and safety requirements utilized throughout the Link Light Rail System; (4) FTA and any other similar applicable requirements; and (5) all other applicable Laws (as defined in Section 12.1 below); and

(h) a replacement easement, condominium or other property rights acceptable to Sound Transit to accomplish the purposes of this Agreement are provided for in conjunction with the Proposed Redevelopment and the Replacement TAIs. Such easement, condominium or other property rights must be superior in priority to any monetary liens on the real property that they encumber. Sound Transit may procure, at its sole cost and expense, a title insurance

policy issued by a nationally recognized title insurer that meets Sound Transit's reasonable approval and insures such easement, condominium or other property rights in an amount at least equal to the appraised value of such easement, condominium, or other property rights.

Bellevue shall notify Sound Transit in writing of its intention to redevelop, together with a proposed plan and schedule for the Proposed Redevelopment and obtain Sound Transit's prior written consent to the TAIs and any other components of the Proposed Redevelopment that affect the availability and functionality of the TAIs ("collectively, the **TAI Elements of the Proposed Redevelopment**") according to the requirements in Article 7 below, which consent shall not be arbitrarily withheld, conditioned, or delayed, considering: (1) the requirements for the Proposed Redevelopment and Replacement TAIs set forth herein; (2) Sound Transit's applicable internal criteria then in effect; (3) Sound Transit's operational and safety requirements utilized throughout the Link Light Rail System; (4) FTA and any other similar applicable requirements; and (5) all other applicable Laws (as defined in Section 12.1 below). Sound Transit and Bellevue will cooperate to accommodate Bellevue's redevelopment plan. Bellevue shall be responsible to Sound Transit to ensure completion of the Proposed Redevelopment. All Proposed Redevelopment shall be at no cost to Sound Transit, provided that, during the First Proposed Redevelopment Sound Transit shall be responsible for its reasonable costs and expenses incurred when participating in the Proposed Redevelopment process as described herein, including without limitation actual engineering, facilities, legal, and other internal or external staff and consultant costs and expenses ("**Redevelopment Participation Costs**"). The "First Proposed Redevelopment" for purposes of the foregoing sentence shall mean the first time a proposed plan and schedule described above in this paragraph have been submitted to Sound Transit and such submission results in the earlier of (a) completed TAI Elements of the Proposed Redevelopment; or (b) abandonment of the Proposed Redevelopment lasting six (6) months or more. After the First Proposed Redevelopment, all further Proposed Redevelopment shall be at no cost to Sound Transit and all Redevelopment Participation Costs shall be reimbursed. Bellevue and Sound Transit will cooperate to negotiate and execute operations and maintenance agreements for the TAI Elements of the Proposed Redevelopment that are efficient and equitable under the circumstances. This Easement is determinable, and the parties shall cooperate to execute reasonable documentation reflecting the same upon written confirmation by Sound Transit that Bellevue has completed the TAI Elements of the Proposed Redevelopment according to the terms in this Article 6.

7. Proposed Work. Prior to commencing any construction in regard to the TAI Elements of the Proposed Redevelopment ("**Proposed Work**") Bellevue shall submit to Sound Transit, at no cost to Sound Transit, for Sound Transit's review and prior written approval (which approval shall not be arbitrarily withheld, conditioned, or delayed, considering: (1) the requirements for the Proposed Redevelopment and Replacement TAIs set forth herein; (2) Sound Transit's applicable internal criteria then in effect; (3) Sound Transit's operational and safety requirements utilized throughout the Link Light Rail System; (4) FTA and any other similar applicable requirements; and (5) all other applicable Laws (as defined in Section 12.1 below)), a redevelopment agreement ("**Redevelopment Agreement**"), which shall govern Bellevue's activities on the Property associated with the TAI Elements of the Proposed Redevelopment. The Redevelopment Agreement shall include at a minimum, copies of plans and specifications for the Proposed Work relating to the TAI Elements of the Proposed Redevelopment including without limitation design plans, engineering studies, construction plans, pre-construction surveys, copies of Bellevue's permits setting forth the particulars and scope of work for the TAI Elements of the Proposed Redevelopment as well as copies of relevant insurance policies,

evidence of the location and functionality of Interim TAIs, and evidence of property rights associated with both Interim TAIs and the Replacement TAIs for Sound Transit. In no event shall Bellevue commence construction of the TAI Elements of the Proposed Redevelopment except with (1) Sound Transit's prior written approval of the plans and specifications therefor, which approval shall not be arbitrarily withheld, conditioned, or delayed, considering: (a) the requirements for the Proposed Redevelopment and Replacement TAIs set forth herein; (b) Sound Transit's applicable internal criteria then in effect; (c) Sound Transit's operational and safety requirements utilized throughout the Link Light Rail System; (d) FTA and any other similar applicable requirements; and (e) all other applicable Laws (as defined in Section 12.1 below); (2) coverage by any insurance policies reasonably deemed necessary by Sound Transit; (3) Sound Transit's prior written approval of Bellevue's proposed construction schedule; (4) Sound Transit's written acceptance of all Interim TAIs and associated property rights; and (5) Sound Transit's written approval of the property rights associated with the Replacement TAIs that it shall receive. Bellevue shall not materially deviate from such approved plans and specifications, insurance, schedule, or agreed-upon property rights unless such deviation is first approved by Sound Transit in writing. Sound Transit's review and approval of written plans regarding the methods and design of the Proposed Work shall not be evidence of the adequacy, accuracy or desirability of the same, nor whether the Proposed Work is in conformance with applicable Laws (as defined in Section 12.1 below), nor shall it relieve Bellevue from any obligation under this Agreement, the Conveyance Agreement or the Design and Construction Agreement.

8. Amendment of Easement. The Easement will remain in full force and effect unless and to the extent amended in writing in accordance with this Agreement, the Conveyance Agreement and any Redevelopment Agreement, and may be modified only by a written recorded amendment executed by Sound Transit and Bellevue.

9. Applicable Requirements. Sound Transit and Bellevue each will exercise its rights under this Agreement in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction, and in compliance with the terms of the Conveyance Agreement, the Design and Construction Agreement, the Redevelopment Agreement, and the Use and Operations Agreement (defined in the Conveyance Agreement).

10. Cooperation. Sound Transit and Bellevue agree to execute additional documents and to take such actions as are reasonably necessary and appropriate to effectuate the intent of this Agreement.

11. Binding Effect. Sound Transit shall have the right to delegate, assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this Agreement. Without limiting the generality of the foregoing, This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Sound Transit as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Sound Transit for high capacity transportation system purposes and inures to the benefit of Sound Transit, its successors and assigns. This Easement and the duties, restrictions, limitations and obligations herein created, run with the land, burden the Property and are binding upon the Easement Area and Bellevue, and Bellevue's respective successors, assigns, mortgagees and sublessees and each and every person who, at any time, has a fee, leasehold, mortgage or other interest in any part of the Easement Area.

12. Representations and Indemnifications.

12.1 Bellevue's Representation and Indemnification. Bellevue will exercise its rights under this Agreement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction, including without limitation environmental laws ("Laws"). Bellevue shall protect, defend, indemnify and save harmless Sound Transit, its officers, employees and agents from any and all costs, claims, judgments and/or awards of damages ("Claims"), arising out of, or in any way resulting from, the negligent acts or omissions of Bellevue, its officers, employees and/or agents, in the performance of this Agreement, or from their failure to comply with all applicable Laws. Bellevue agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by, or on behalf of any of its employees or agents. For this purpose, Bellevue, by mutual negotiation, hereby waives, with respect to Sound Transit only, any immunity that would otherwise be available against such Claims under the Industrial Insurance provisions of Title 51 RCW. In the event Sound Transit incurs any judgment, award and/or cost arising therefrom including attorney's fees to enforce the provisions of this subsection, all such fees, expenses, and costs shall be recoverable from Bellevue. To the extent that Claims covered by the foregoing indemnity are caused by or resulting from the concurrent negligence of (a) Sound Transit, its agents, contractors and permittees, and (b) Bellevue, its agents, contractors and permittees, shall apply only to the extent caused by or resulting from the negligence of Bellevue, its agents, contractors and permittees.

12.2 Sound Transit's Representation and Indemnification. Sound Transit will exercise its rights under this Agreement in accordance with the requirements of all Laws. Except as otherwise set forth in the Conveyance Agreement and Design and Construction Agreement, Sound Transit expressly acknowledges that Bellevue makes no guarantees, warranties or representations as to the safety or suitability of the Property for the uses authorized under this Easement. Sound Transit acknowledges that it is using the Property (but not the TAI Elements) in an "as-is and where-is" condition, with all faults and defects, latent and otherwise, and shall assume the risks that adverse physical conditions may not have been revealed by its investigation.

Sound Transit shall protect, defend, indemnify and save harmless Bellevue, its officers, employees and agents from any and all Claims arising out of, or in any way resulting from, the negligent acts or omissions of Sound Transit, its officers, employees and/or agents, in the performance of this Agreement, or from their failure to comply with all applicable Laws. Sound Transit agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by, or on behalf of any of its employees or agents. For this purpose, Sound Transit, by mutual negotiation, hereby waives, with respect to Bellevue only, any immunity that would otherwise be available against such Claims under the Industrial Insurance provisions of Title 51 RCW. In the event Bellevue incurs any judgment, award and/or cost arising therefrom including attorney's fees to enforce the provisions of this subsection, all such fees, expenses, and costs shall be recoverable from Sound Transit. To the extent that Claims covered by the foregoing indemnity are caused by or resulting from the concurrent negligence of (a) Bellevue, its agents, contractors and permittees, and (b) Sound Transit, its agents, contractors and permittees, shall apply only to the extent caused by or resulting from the negligence of Sound Transit, its agents, contractors and permittees.

12.3 Notice of Claims. Any party making a claim for indemnification pursuant to this Article 12 (an "Indemnified Party") must give the party from whom indemnification is sought (an

"Indemnifying Party") written notice of such claim (an "Indemnification Claim Notice") promptly after the Indemnified Party receives any written notice of any action, lawsuit, proceeding, investigation or other claim against or involving the Indemnified Party by a government entity or other third party, or otherwise discovers the liability, obligation or facts giving rise to such claim for indemnification; provided that the failure to notify or delay in notifying an Indemnifying Party will not relieve the Indemnifying Party of its obligations pursuant to this Article 12, except to the extent that the Indemnifying Party's ability to defend against such claim is actually prejudiced thereby. Such notice shall contain a description of the claim and the nature and amount of such loss (to the extent that the nature and amount of such loss is known at such time).

12.4 THE PARTIES ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS ARTICLE 12 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS EASEMENT.

13. Notice. Any notice required or permitted hereunder shall be deemed to have been received either (a) when delivered by hand and the party giving such notice has received a signed receipt thereof, or (b) one (1) business day after the date deposited with a nationally recognized overnight courier service (e.g., Federal Express), addressed as follows (or addressed in such other manner as the party being notified shall have requested by written notice to the other party):

If to Sound Transit: Sound Transit
 Attn: Real Property Deputy Director
 401 South Jackson St.
 Seattle, WA 98104
 (206) 398-7653
 mike.bulzomi@soundtransit.org

If to Bellevue: City of Bellevue
 Kristofer Goddard
 Public-Private Partnership (P3) Manager
 450 110th Avenue NE
 Bellevue, WA 98004
 (425) 452-7910
 kgoddard@bellevuewa.gov

14. Insurance. During the term of this Easement, Bellevue and Sound Transit shall each maintain commercial general liability insurance (or a similar program of self-insurance) with reasonable limits of liability covering itself, its officials, employees, and volunteers as to the exercise of its rights under this Agreement within the Easement Area. Each party shall require its agents, contractors, subcontractors and permittees accessing the Easement Area to maintain insurance as required by that party in its standard contracts for similar projects, and to name the other party as an additional insured on their required insurance. Each party shall provide the other, on request, certificates of insurance evidencing such coverage. Either party may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

15. Legal Proceedings. Sound Transit and Bellevue agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other to comply with this Easement, it is understood and agreed that the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including without limitation reasonably attorney's fees (including paralegal fees and fees for any appeals) and court costs. This Easement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Easement shall be King County, Washington.

16. Construction. The headings throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement. In the event of any ambiguity or inconsistency between the terms of this Agreement and the Conveyance Agreement, Design and Construction Agreement, or the Use and Operations Agreement, the terms of this Agreement shall control.

17. Limitation of Easement. The Easement shall not apply to any portion of the Property developed with street or sidewalk improvements associated with the roadway projects described in Section 5.9 of the Design and Construction Agreement or the Sidewalk and Utility Easement described in Section 3.1 of the Conveyance Agreement.

18. Recording. Sound Transit will record this Easement in the real property records of King County.

[Signatures on Following Page]

Dated and signed this _____ day of _____, 2019.

City of Bellevue, a Washington municipal corporation

By: _____

Toni Call

Its: Finance and Asset Management Director

Accepted and Approved:

By: _____

Monica Buck

Its: Assistant City Attorney

Central Puget Sound Regional Transit Authority, a Washington regional transit authority

By: _____

Its: _____

Approved as to Form

By: _____

Sound Transit Legal Counsel

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that **Toni Call** is the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the **Finance and Asset Management Director** of the **CITY OF BELLEVUE** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to execute the instrument and acknowledged it as the _____ of **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

EXHIBIT "A"
TO TRANSIT ACCESS IMPROVEMENTS EASEMENT AGREEMENT
LEGAL DESCRIPTION OF THE PROPERTY

Portion of R/W Nos. E1-296, 297 & 299
PIN 2825059159, 2825059040 & 2825059191

PROPERTY AREA:

LOT B, CITY OF BELLEVUE SHORT PLAT NUMBER 75-18 (REVISED), RECORDED UNDER RECORDING NUMBER 7612230730, IN KING COUNTY, WASHINGTON; AND

THE SOUTH 205 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (132ND AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 7109100202;

AND EXCEPT THE WEST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (130TH AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 5341397;

AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE N88°21'09"W ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 30 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION, BEING THE WEST MARGIN OF 132ND AVENUE NORTHEAST, AND THE POINT OF BEGINNING;

THENCE CONTINUING N88°21'09"W ALONG SAID SOUTH LINE A DISTANCE OF 595.70 FEET TO THE EAST LINE OF THE WEST 30 FEET OF SAID SUBDIVISION, BEING THE EAST MARGIN OF 130TH AVENUE NORTHEAST;

THENCE N00°57'18"E ALONG SAID MARGIN A DISTANCE OF 29.60 FEET;

THENCE S88°11'38"E A DISTANCE OF 565.92 FEET;

THENCE S01°48'22"W A DISTANCE OF 14.60 FEET;

THENCE S88°11'38"E A DISTANCE OF 30.05 FEET TO THE WEST MARGIN OF 132ND AVENUE NORTHEAST;

THENCE S01°02'19"W A DISTANCE OF 13.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 159,269 SQUARE FEET, MORE OR LESS.

Earl J. Bone 2/8/19

EXHIBIT "B"
TO TRANSIT ACCESS IMPROVEMENTS EASEMENT AGREEMENT
LEGAL DESCRIPTION OF THE 130th STATION PROPERTY

Portion of R/W Nos. EL-296 & 299
PIN 2825059159 & 2825059191

STATION AREA:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE N88°21'09"W ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 30 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION, BEING THE WEST MARGIN OF 132ND AVENUE NORTHEAST AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 7109100202, AND THE POINT OF BEGINNING;
THENCE CONTINUING N88°21'09"W ALONG SAID SOUTH LINE A DISTANCE OF 595.70 FEET TO THE EAST LINE OF THE WEST 30 FEET OF SAID SUBDIVISION, BEING THE EAST MARGIN OF 130TH AVENUE NORTHEAST AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBER 5341397;
THENCE N00°57'18"E ALONG SAID MARGIN A DISTANCE OF 29.60 FEET;
THENCE S88°11'38"E A DISTANCE OF 565.92 FEET;
THENCE S01°48'22"W A DISTANCE OF 14.60 FEET;
THENCE S88°11'38"E A DISTANCE OF 30.05 FEET TO THE WEST MARGIN OF 132ND AVENUE NORTHEAST;
THENCE S01°02'19"W A DISTANCE OF 13.35 FEET TO THE POINT OF BEGINNING.

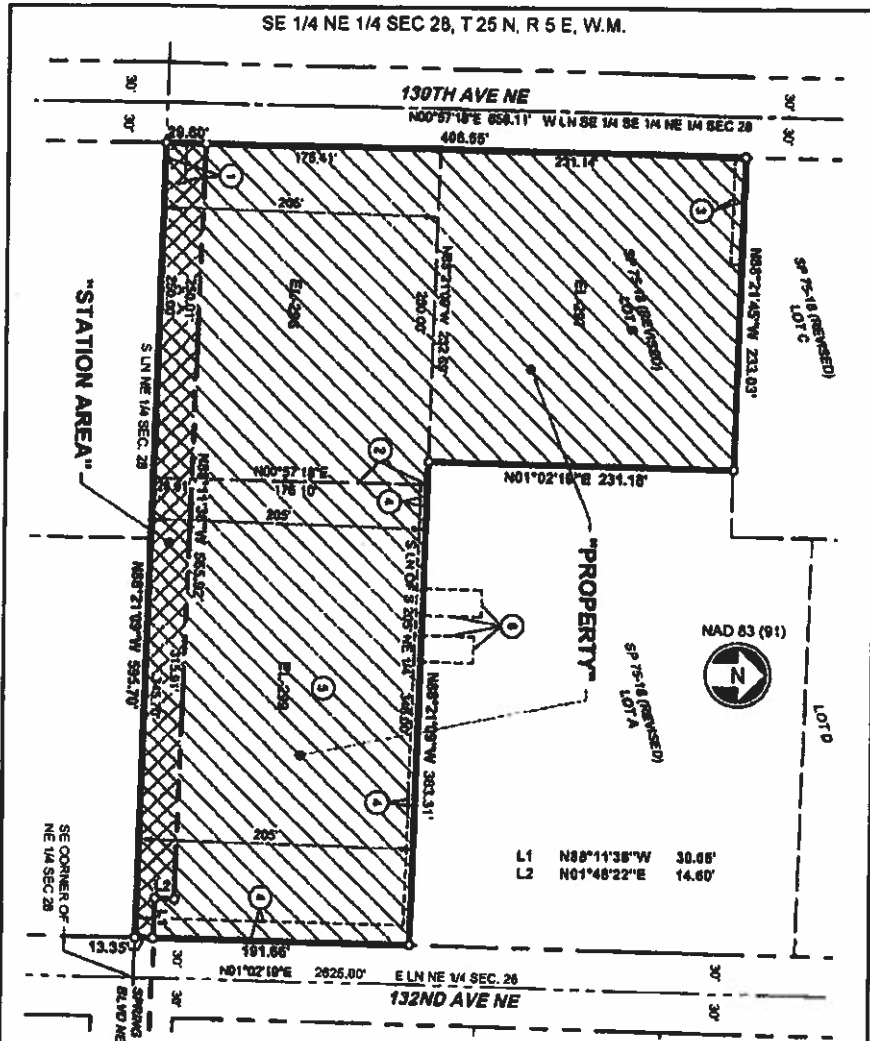
CONTAINING 16,704 SQUARE FEET, MORE OR LESS.

Earl J. Bone 2/8/19

EXHIBIT "C"

**TO TRANSIT ACCESS IMPROVEMENTS EASEMENT AGREEMENT
DEPICTION OF THE PROPERTY AND THE 130th STATION PROPERTY**

SE 1/4 NE 1/4 SEC 28, T 25 N, R 5 E, W.M.



L1 N88°11'38"W 30.05'
L2 N01°48'22"E 14.60'



LEGEND	
	LIGHT RAIL TRANSIT WAY
	STREET RIGHT-OF-WAY LINE
	PROPERTY LINE
	PARENT PARCEL
	EXISTING EASEMENT LINE



- 1 REC. NO 5946180: 18' X 20' ELEC ESMY TO PUGET SOUND POWER AND LIGHT
- 2 REC NO 8401240840: E 0.30' OF THE N 52' OF EL-299. ESMY TO EL-299 TO ERECT, CONSTRUCT & MAINTAIN A BUILDING
- 3 REC. NO. 7707210063: 8' X 80' ELEC ESMY TO PUGET SOUND POWER AND LIGHT CO
- 4 REC NO 7108180202 DRAINAGE EASEMENT TO CITY OF BELLEVUE, THE N P AND E 10' OF EL-299
- 5 REC NO. 8312180694. ESMY TO PUGET SOUND POWER AND LIGHT CO, 10' WIDE CENTERED ON FACILITIES ON EL-299 (LOCATION UNKNOWN)
- 6 REC NO 20061029000178: ESMY ALLOWS EMERGENCY PEDESTRIAN INGRESS AND EGRESS FROM BLDG ON EL-299 ONTO LOT A OF CITY OF BELLEVUE SHORT PLAT 75-18

<p>SOUND TRANSIT</p> <p>FINAL DESIGN PARTNERS</p> <p>LN & ASSOCIATES</p> <p>LINK LIGHT RAIL TRANSIT SYSTEM</p>		TOTAL SITE AREA: 175,873 SF STATION AREA: 18,704 SF PROPERTY AREA: 158,269 SF
		EXHIBIT C: 130th STATION ASSESSOR NOs.: 2825050159 (EL-216), 2825080040 (EL-207) & 2825050181 (EL-206) OWNER: SOUND TRANSIT DATE: 12/15/17 CITY OF BELLEVUE KING COUNTY, WA

Exhibit D
to Conveyance Agreement For Property At 130th Station

TOD Covenants

[See Attached]

WHEN RECORDED RETURN TO:
Sound Transit
Real Property Division
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

CR# _____ DATE _____ LOC _____

**COVENANT TO USE LAND FOR
TRANSIT ORIENTED DEVELOPMENT PURPOSES**

Grantor: **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority of the State of Washington (“Sound Transit”) and

Grantee: **CITY OF BELLEVUE**, a Washington municipal corporation (“City” or “Bellevue”)

Abbreviated
Legal

Description: **Portion of the SE 1/4 of the NE 1/4 of Section 28-25-5; and Portion of Lot B, City of Bellevue Short Plat 75-18 (Revised) recorded under Recording No. 7612230730**

Assessor’s Property Tax Parcel Number(s): **2825059159, 2825059040 & 2825059191**

Reference Numbers of Related Documents:

RECITALS

WHEREAS, Sound Transit is developing a high capacity transit service in the central Puget Sound region called the Link light rail system, a portion of which called the East Link Extension travels through the City of Bellevue (the “Project”); and

WHEREAS, as part of the Project, Sound Transit shall construct an at-grade light rail station with platforms located between 130th Avenue NE and 132nd Avenue NE in Bellevue (the “130th Station”). The Project also includes the construction of facilities available to the public

using the 130th Station including either a structured or surface park and ride parking lot consisting of 300 automobile parking stalls and associated transit improvements (collectively the "Transit Access Improvements" or "TAIs") to be located north of the 130th Station on that property more particularly described in **Exhibit "A"** and depicted on **Exhibit "B"** attached hereto and incorporated herein (the "Property"); and

WHEREAS, Sound Transit and Bellevue entered an "Amended and Restated Umbrella Memorandum of Understanding for Intergovernmental Cooperation between the City of Bellevue and the Central Puget Sound Regional Transit Authority for the East Link Project" on May 6, 2015 (the "MOU") which contemplated an agreement for Sound Transit to transfer the Property to Bellevue to develop the TAIs as part of a larger transit oriented development project; and

WHEREAS, as set forth in the MOU, Sound Transit and Bellevue intend that the Property be developed to integrate the TAIs with a mixed-use urban transit oriented development ("TOD") including a mix of market and affordable housing utilizing public and private resources in concert with light rail construction to support Sound Transit ridership and to establish an appropriate urban development form consistent with Bellevue's vision for Bel-Red to be developed in one or more phases (the "TOD Project"); and

WHEREAS, the Parties have entered into that certain Conveyance Agreement For Property at 130th Station, which includes a Design and Construction Agreement Transit Access Improvements at the 130th Station both dated _____ for the conveyance of the Property in fee to Bellevue to develop the TAIs and TOD Project, with a Transit Access Improvements Easement Agreement ("TAI Easement") and this Covenant To Use Land For Transit Oriented Development Purposes ("Covenant"); and

WHEREAS, by instrument under recording number _____ Sound Transit has Reserved the TAI Easement on the Property; and

WHEREAS, as set forth in the Conveyance Agreement the Parties have agreed to use covenants as further described below to govern development of the Property in accordance with the intent set forth in the MOU.

NOW THEREFORE, the Parties, in consideration of the foregoing recitals, which are incorporated herein by reference, and other agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

GRANT AND IMPOSITION OF COVENANTS ON PROPERTY

1. Sound Transit and the City, as required by the MOU and Conveyance Agreement, hereby covenant that the Property shall be developed with a mixed-use urban transit oriented development including a mix of market and affordable housing.
2. The City hereby covenants that it shall place the preceding covenants in any deed transferring the Property or any portion of the Property to a third party.
3. This Covenant shall not apply to the following: (a) any portion of the Property developed as TAIs or supporting infrastructure; (b) any portion of the Property encumbered by easements (other than the TAI Easement) granted to serve TAIs, accepted by Sound Transit, and recorded by separate instrument; or (c) any portion of the Property developed with street or sidewalk improvements.
4. This Covenant is appurtenant to and runs with all real property now owned or hereafter acquired by Sound Transit as part of the Link light rail system, which includes facilities in the 130th Station area and elsewhere throughout the region operated by Sound Transit for high capacity transportation system purposes and inures to the benefit of Sound Transit, its successors and assigns. This Covenant and the duties, restrictions, limitations and obligations herein created, run with the land, burden the Property and are binding upon the Property and Bellevue, and Bellevue's respective successors, assigns, mortgagees and sublessees and each and every person who, at any time, has a fee, leasehold, mortgage or other interest in any part of the Property.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year set forth below.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

Dated this _____ day of _____, 20_____

GRANTOR:

Grantor: **Central Puget Sound Regional Transit Authority**

By: _____

Its: _____

Approved as to Form

By: _____
Sound Transit Legal Counsel

STATE OF WASHINGTON }
 } .SS.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that _____
_____ is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to
execute the instrument and acknowledged it as the
_____ of **CENTRAL PUGET
SOUND REGIONAL TRANSIT AUTHORITY** to be the free and voluntary act of such party
for the uses and purposes mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

EXHIBIT A
TO COVENANT TO USE LAND FOR
TRANSIT ORIENTED DEVELOPMENT PURPOSES

PROPERTY LEGAL DESCRIPTION

Portion of R/W Nos. E1-296, 297 & 299
PIN 2825059159, 2825059040 & 2825059191

PROPERTY AREA:

LOT B, CITY OF BELLEVUE SHORT PLAT NUMBER 75-18 (REVISED), RECORDED UNDER RECORDING NUMBER 7612230730, IN KING COUNTY, WASHINGTON; AND

THE SOUTH 205 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (132ND AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 7109100202;

AND EXCEPT THE WEST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (130TH AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 5341397;

AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE N88°21'09"W ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 30 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION, BEING THE WEST MARGIN OF 132ND AVENUE NORTHEAST, AND THE POINT OF BEGINNING;

THENCE CONTINUING N88°21'09"W ALONG SAID SOUTH LINE A DISTANCE OF 595.70 FEET TO THE EAST LINE OF THE WEST 30 FEET OF SAID SUBDIVISION, BEING THE EAST MARGIN OF 130TH AVENUE NORTHEAST;

THENCE N00°57'18"E ALONG SAID MARGIN A DISTANCE OF 29.60 FEET;

THENCE S88°11'38"E A DISTANCE OF 565.92 FEET;

THENCE S01°48'22"W A DISTANCE OF 14.60 FEET;

THENCE S88°11'38"E A DISTANCE OF 30.05 FEET TO THE WEST MARGIN OF 132ND AVENUE NORTHEAST;

THENCE S01°02'19"W A DISTANCE OF 13.35 FEET TO THE POINT OF BEGINNING.

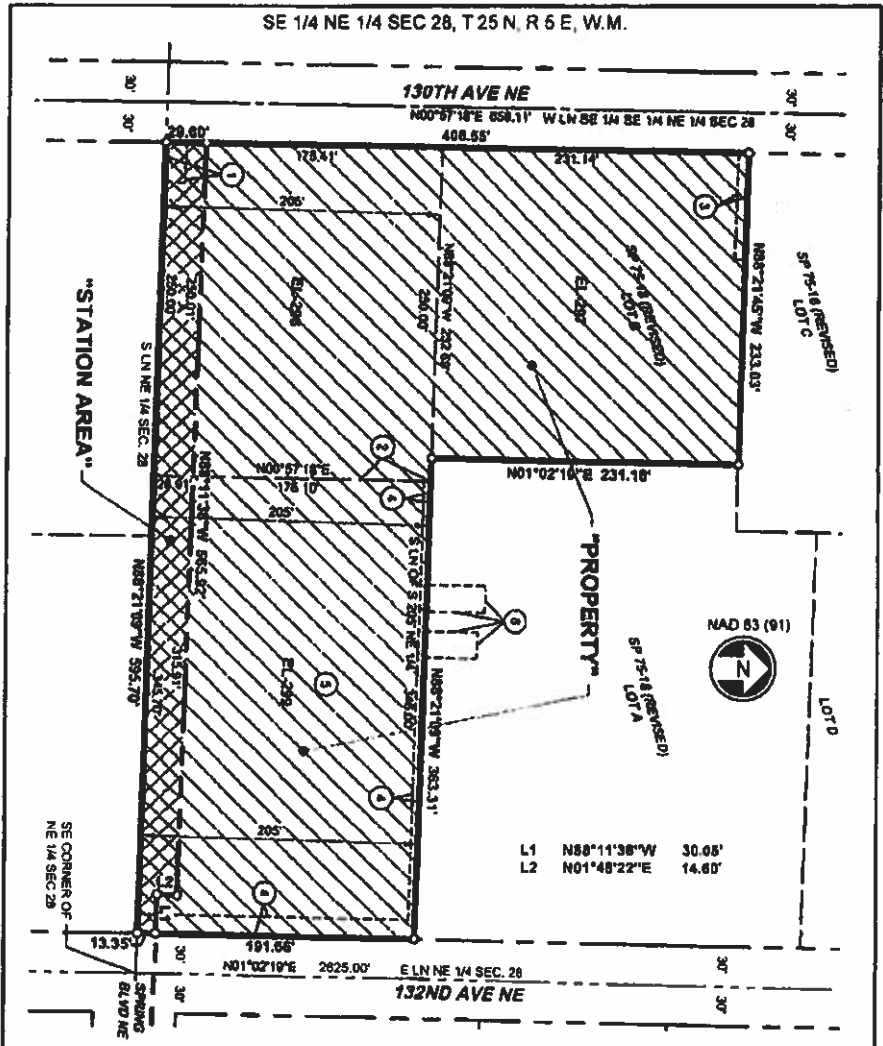
CONTAINING 159,269 SQUARE FEET, MORE OR LESS.

Earl J. Bone 2/8/19

EXHIBIT B
TO COVENANT TO USE LAND FOR
TRANSIT ORIENTED DEVELOPMENT PURPOSES

PROPERTY DEPICTION

SE 1/4 NE 1/4 SEC 28, T 25 N, R 6 E, W.M.



L1 N88°11'38"W 30.08'
L2 N01°48'22"E 14.60'



LEGEND	
	LIGHT RAIL TRANSIT WAY
	STREET RIGHT-OF-WAY LINE
	PROPERTY LINE
	PARENT PARCEL
	EXISTING EASEMENT LINE



- ① REC. NO. 5946180: 16' X 20' ELEC ESMT TO PUGET SOUND POWER AND LIGHT
- ② REC. NO. 8401240540: E 0.38' OF THE N 52' OF EL-299, ESMT TO EL-299 TO ERRECT, CONSTRUCT & MAINTAIN A BUILDING
- ③ REC. NO. 7707260653: 8' X 80' ELEC ESMT TO PUGET SOUND POWER AND LIGHT CO
- ④ REC. NO. 7109190202: DRAINAGE EASEMENT TO CITY OF BELLEVUE, THE N 5' AND E 15' OF EL-299
- ⑤ REC. NO. 8312180694: ESMT TO PUGET SOUND POWER AND LIGHT CO, 10' WIDE CENTERED ON FACILITIES ON EL-299 (LOCATION UNKNOWN)
- ⑥ REC. NO. 20051025900175: ESMT ALLOWS EMERGENCY PEDESTRIAN INGRESS AND EGRESS FROM BLDG ON EL-299 ONTO LOT A OF CITY OF BELLEVUE SHORT PLAT 75-18

SOUND TRANSIT
FORMERLY METRO

LINK & ASSOCIATES
LINK LIGHT RAIL TRANSIT SYSTEM

EARL J. BONE
PROFESSIONAL LAND SURVEYOR
21775

TOTAL SITE AREA: 175,973 SF
 STATION AREA: 18,704 SF
 PROPERTY AREA: 159,269 SF

EXHIBIT C
130th STATION

ASSESSOR NOs.: 2822098159 (EL-299), 2825038040 (EL-297)
 & 2825059181 (EL-299)

OWNER: SOUND TRANSIT DATE: 12/15/17
 CITY OF BELLEVUE KING COUNTY, WA

Exhibit E
to Conveyance Agreement For Property At 130th Station

Design and Construction Agreement

[See Attached]

**DESIGN AND CONSTRUCTION AGREEMENT
TRANSIT ACCESS IMPROVEMENTS AT 130TH STATION**

THIS DESIGN AND CONSTRUCTION AGREEMENT (the “**Agreement**”) dated for reference purposes as of _____, 2019 (the “**Effective Date**”) is made by and between the **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a Washington regional transit authority (“**Sound Transit**”) and the **CITY OF BELLEVUE**, a Washington municipal corporation (“**Bellevue**”) with reference to the following facts. Sound Transit and Bellevue are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Bellevue and Sound Transit entered into an “Amended and Restated Umbrella Memorandum of Understanding for Intergovernmental Cooperation between the City of Bellevue and the Central Puget Sound Regional Transit Authority for the East Link Project” on May 6, 2015 (the “**MOU**”), which contemplated an agreement for Sound Transit to transfer the property adjacent to the 130th Station (the “**Property**”) to Bellevue, so that Bellevue, at its sole cost and expense, would develop and construct certain transit access improvements (“**TAIs**”) specifically described in the Conveyance Agreement. The TAI’s may be part of a larger transit oriented development project to be developed by Bellevue (the “**TOD Project**”) collectively referred to herein as “**Joint Project**”; and

B. The Parties entered into a Conveyance Agreement for Property at 130th Station dated _____, (the “**Conveyance Agreement**”) for the conveyance of the Property to Bellevue to construct the TAI’s as set forth in the MOU; and

C. The Conveyance Agreement contemplates a separate agreement to establish the terms and conditions applicable to Bellevue’s procurement, design and construction of the TAI’s; and

D. The Parties agree to work cooperatively on the design and construction of the TAI’s and TOD Project to maximize their respective TOD objectives for the Property while delivering the TAI’s on schedule.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **RECITALS; PURPOSE.** Each recital set forth above is true and correct and incorporated into this Agreement as though fully set forth herein. The purpose of this Agreement is to set forth the terms and conditions applicable to Bellevue’s procurement, design and construction of the TAI’s and TOD Project on the Property following the Development Plan Election as set forth in the Conveyance Agreement. The term “TAI’s” used herein includes

permanent TAIs and/or Interim TAIs (the requirements for which are set forth on Exhibit A to the Conveyance Agreement) as applicable, unless otherwise noted.

2. REQUEST FOR PROPOSALS/INFORMATION.

2.1 Draft Request for Proposals/Information. As set forth in the MOU and Conveyance Agreement, the Parties share a common interest in maximizing transit oriented development on the Property while delivering the TAIs on or before June 1, 2023 (the “**In-Service Date**”). Following execution of the Conveyance Agreement, Bellevue shall promptly initiate a competitive process to request expressions of interest and/or proposals for development of the Joint Project on the Property. Sound Transit shall have a representative on the committee developing such expressions of interest and/or proposals.

2.2 Joint Project Scope and Evaluation. Bellevue shall develop the scope and evaluation criteria for the Joint Project consistent with the Resolution No. R2018-10 – Adopting an Equitable Transit Oriented Development Policy attached hereto as Exhibit A1 and the BelRed TOD Planning Principles as reviewed and edited by Council January 25, 2016 attached hereto as Exhibit A2 (collectively, the “**TOD Objectives**”) and all of the applicable requirements for the TAIs described in the Conveyance Agreement and this Agreement (“**TAI Requirements**”) and shall provide a copy to Sound Transit for its review and approval. Within fifteen (15) business days following its receipt of the scope and evaluation criteria, Sound Transit shall provide Bellevue with its approval, conditioning or disapproval of the scope and evaluation criteria for the Joint Project. Sound Transit’s approval shall not be arbitrarily withheld, conditioned or delayed, taking into account compliance with the TAI Requirements, and applicable federal, state and local laws. In the event of Sound Transit’s conditioning or disapproval of the scope and evaluation criteria for the Joint Project, the Parties shall work cooperatively and expeditiously to reach a resolution. In the event the Parties cannot reach consensus on the scope or evaluation process for the Joint Project, the Parties shall utilize the dispute resolution process set forth in Article 8 of this Agreement the (“**Dispute Resolution Process**”). If Sound Transit fails to respond within such fifteen (15) Business Days, such submitted scope and evaluation criteria shall be deemed approved.

2.3 Review of Joint Project Proposals. Sound Transit will participate in development of the request for expressions of interest and/or proposals for the Joint Project, and will have a voting member participate in evaluating the responses received for consistency with the TAI Requirements; provided, however, the type of uses, mix of housing affordability, and density of development on the Property shall be determined in the sole discretion of Bellevue. Sound Transit may also have technical consultants review the responses received and provide comments to all persons entitled to vote on approval of the same.

2.4 Third Party Agreements. As contemplated in the Conveyance Agreement, Bellevue shall be entitled to enter into a separate agreement with a third party for design and construction of the TAIs on the Property (“**Third Party Agreement**”), provided, however that Bellevue shall provide Sound Transit the opportunity to review and approve any terms of the Third Party Agreement to the extent such terms materially affect the design, construction or operation of the TAIs prior to its execution. The Third Party Agreement must be consistent with all of the terms of the Conveyance Agreement. The Third Party Agreement shall not relieve

Bellevue of its obligations under the Conveyance Agreement. Except as otherwise set forth in Section 15 of the Conveyance Agreement, Bellevue's rights and obligations under the Conveyance Agreement are not assignable, and any attempt by Bellevue to assign or in any manner transfer its interest in, or obligations under, the Conveyance Agreement, shall be automatically void and Bellevue shall remain fully responsible and liable to Sound Transit for the fulfillment of all of Bellevue's obligations under the Conveyance Agreement.

3. CONTRACTING.

3.1 Procurement Process. In the event Bellevue does not enter into the Third Party Agreement, and instead elects to contract directly for design and construction of the TAIs, Bellevue shall have the right to select professionals as necessary or desirable for the design, permitting, development and construction of the TAIs who meet the following minimum guidelines. Bellevue shall cause design and other consulting and construction services to be performed by qualified Washington state licensed architects, engineers, contractors and other professionals ("**Design Consultants and Construction Contractors**") engaged by Bellevue who meet minimum qualifications mutually agreed upon by the Parties. Bellevue shall select the Design Consultants and Construction Contractors through a competitive procurement process.

3.1.1 Bellevue shall develop the scope and evaluation criteria for the Design Consultants and Construction Contractors and shall provide a copy to Sound Transit for its review. Within fifteen (15) business days following its receipt of said criteria, Sound Transit shall provide Bellevue with its approval or disapproval of the scope and evaluation criteria. In the event of such disapproval, the Parties shall work cooperatively and expeditiously to reach a resolution. In the event the Parties cannot reach consensus on the scope or evaluation criteria, the Parties shall utilize the Dispute Resolution Process. If Sound Transit fails to respond within such fifteen (15) Business Days, such submitted scope and evaluation criteria shall be deemed approved.

3.1.2 Review of Proposals. Sound Transit will participate in selecting the Design Consultants and Construction Contractors, and will have a voting member participate in evaluating the candidates.

3.2 Insurance and Liability. Bellevue shall require any contractors or subcontractors for the TAI Elements to maintain insurance as required by Bellevue in its standard contracts, and to name Sound Transit as an additional insured on their required insurance. Bellevue shall also either require any professional services consultants, subconsultants, contractors or subcontractors working on the TAI Elements to carry appropriate levels of Professional Liability insurance coverage during the course of design, engineering, and construction or Bellevue may itself acquire such insurance or self-insure the work. In addition, Bellevue shall require its contractors and subcontractors to indemnify, defend and hold harmless Sound Transit on the same terms and conditions that are required by Bellevue.

3.3 FTA Design and Construction Provisions. Sound Transit has advised Bellevue that it has secured grant funding, including Federal Transit Administration ("**FTA**") funding which Sound Transit used to purchase the 130th Parcels initially. Bellevue acknowledges receipt of FTA rules, regulations and requirements applicable to the design, development and

construction of the TAIs and, as applicable, the TOD Project, a copy of which is attached hereto as **Exhibit B** and by this reference incorporated herein (the “**FTA Requirements**”). Sound Transit has obligated itself to the FTA Requirements and Bellevue and its contractors shall ensure that all of the FTA Requirements are met to the extent that they are applicable to the TAIs. Bellevue agrees that its and its contractors shall design, develop and construct the TAIs, and as applicable, the TOD Project in accordance with the FTA Requirements and all Requirements of Law. The Parties will work cooperatively to determine which federal clauses and requirements are applicable to which contracts before Bellevue initiates its procurement process for each contract. Questions from the designer or contractors regarding the interpretation or requirements of the FTA Requirements will be directed to Bellevue who will then coordinate with Sound Transit as soon as practicable for resolution.

4. DESIGN OF THE TAIS.

4.1 Design Criteria. Bellevue shall be responsible to Sound Transit for the design of the TAIs, and TOD Project to the extent the TOD Project affects the availability and functionality of the TAIs if the TOD Project is pursued, (the TAIs and TOD Project to the extent the TOD Project affects the availability and functionality of the TAIs if the TOD Project is pursued are collectively referred to herein as “**TAI Elements**”) including preparation of copies of design and construction plans and specifications for the Development Plan Option elected including without limitation design plans, engineering studies, construction plans, pre-construction surveys and an estimated construction schedule (“**Design Plans & Specifications**” or “**P&S**”). Bellevue shall ensure that the TAI Elements are designed in accordance with (i) the TAI Requirements set forth as Exhibit A to the Conveyance Agreement, and (ii) all applicable federal, state and local laws.

4.2 Sound Transit Review. Sound Transit shall review, comment, and collaborate in reaching concurrence and resolution of comments for advancing the final design of the TAI Elements. Bellevue shall provide Sound Transit with the P&S (as created or updated) at the 30%, 60% and 100% design levels for Sound Transit’s review and approval. Sound Transit’s review and approval of P&S shall not be evidence of the adequacy, accuracy or desirability of the same, nor whether the P&S is in conformance with applicable laws, codes and regulations, nor shall it relieve Bellevue from any obligation under the Conveyance Agreement or this Agreement.

4.3 Review Time. Sound Transit shall have fifteen (15) business days to review any P&S submitted by Bellevue and submit comments or approvals, if applicable, to Bellevue regarding the same. If Sound Transit fails to respond within such fifteen (15) business days period, such P&S shall be deemed approved. P&S approvals shall not be arbitrarily withheld, conditioned or delayed, taking into account compliance with TAI Requirements, and applicable federal, state and local laws.

4.4 P&S Review Disputes. If Sound Transit alleges that any P&S do not comply with the requirements set forth in Section 4.1 of this Agreement, or if Bellevue alleges that Sound Transit is arbitrarily withholding P&S approval despite compliance with such requirements, the Parties shall utilize the Dispute Resolution Process.

4.5 P&S Changes. Any material change to the P&S shall be submitted to Sound Transit, clearly indicating the nature and reason for the change, for Sound Transit's review and approval. Sound Transit shall have ten (10) business days in which to review and approve or make comments and request changes to such proposed changes to the P&S. Bellevue shall make all revisions to the P&S required by Sound Transit within a reasonable amount of time relative to the nature of the change of receipt of Sound Transit's comments. Any subsequent submission requiring Sound Transit's comment or approval or Bellevue's revision shall repeat this process.

5. CONSTRUCTION OF THE TAIS.

5.1 Compliance. Following approval of the final P&S by Sound Transit, Bellevue shall cause the TAI Elements to be constructed in accordance with (i) the P&S that has been 100% approved in advance by Sound Transit ("**Approved P&S**"), (ii) all applicable FTA requirements, criteria, and any grant funding provisions, (iii) all applicable federal, state and local laws, including without limitation public works laws, and (iv) all applicable permits.

5.2 Covenants; Change Orders. Bellevue covenants and agrees that the TAI Elements will be constructed in accordance with the Approved P&S. Bellevue further covenants and agrees that any changes to the Approved P&S that materially affect the appearance, quality or functionality of the TAIs must be submitted to the Sound Transit prior to any such change order being effective. Bellevue shall be required to obtain Sound Transit's approval for any such change order, irrespective of amount; provided, however, that Sound Transit's approval shall not be unreasonably withheld, conditioned or delayed with respect to any change which does not impair compliance with the TAI Requirements and applicable federal, state and local laws.

5.3 Completion. Bellevue agrees that construction of the TAI Elements will proceed expeditiously and continually and that construction of the same will be completed in accordance with the Approved P&S by no later than the In-Service Date.

5.4 Warranty of Completion and Construction. Bellevue agrees that the TAI Elements will be completed in accordance with the Approved P&S free and clear of all liens or encumbrances and within the time set forth herein. Bellevue agrees that the TAI Elements will comply with all applicable building and zoning laws, ordinances, rules, and regulations and that all utility services necessary for the operation of the TAIs shall be provided and shall be adequate for their intended use.

5.5 Bellevue Obligations. Bellevue shall secure, or shall cause the contractor to secure, all permits, environmental reviews, approvals, licenses and inspections necessary for construction of the TAI Elements. Furthermore, Bellevue shall be responsible, or shall cause its contractor to be responsible, as applicable, for compliance with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on construction of the TAI Elements. Bellevue's contract for the construction of the TAI Elements shall include insurance and indemnification as set forth in Section 3.2 of this Agreement, and payment and performance bonds not less than the cost of construction of the TAI Elements. Sound Transit shall be named as an obligee on each payment and performance bond procured in favor of Bellevue for the TAI Elements. Except as set forth herein or in the Conveyance Agreement, the development and

construction of the TAIs, including without limitation any Interim TAIs, shall be at no cost to Sound Transit.

5.6 Sound Transit Obligations. Sound Transit, at its sole cost and expense, shall designate a representative or representatives during construction to assist in responding to requests for information, proposed P&S changes, and other design and construction issues related to the TAI Elements. Bellevue shall invite Sound Transit and its representatives to attend all weekly construction meetings, and Bellevue shall promptly provide copies of all lookahead schedules and other relevant material to Sound Transit and its designated representatives. Sound Transit and/or its representatives shall have access to all TAI related construction work during construction work hours to ensure that the work is being carried out in accordance with the Approved P&S, pursuant to the following procedures: following receipt of the TAI Schedule (defined in Section 7.1 below), Sound Transit will notify Bellevue and Bellevue's Resident Engineer of the on-site TAI related construction work that Sound Transit and/or its representatives will attend. Sound Transit may at any time thereafter modify, including increase, such on-site attendance, and shall provide Bellevue with reasonable notice (under the circumstances) of its modification(s).

5.7 Resident Engineer. Prior to the completion of the Approved P&S and no later than two (2) months prior to Bellevue's anticipated construction start date, Bellevue shall staff or contract with a construction management consultant to secure the services of a full time resident engineer (the "Engineer") to manage the construction contractor who constructs the TAIs. The Engineer or Engineer's designee of similar qualifications shall be available full time when any construction work on the TAIs is occurring and on-site whenever Sound Transit or the Inspector (defined below) is on-site. Sound Transit will coordinate with the Engineer to notify the Engineer when Sound Transit or the Inspector will be on-site. However, access to the site by Sound Transit and the Inspector shall not be conditioned upon the Engineer's availability.

5.8 Start Work. Bellevue shall notify Sound Transit in writing of the anticipated date for the start of construction work of the TAIs and shall invite Sound Transit to all pre-construction conferences. However, notwithstanding the foregoing or anything to the contrary in this Agreement or elsewhere Bellevue shall not commence construction of the TAIs until completion of the Milestone requirements set forth in Subsections 7.1(c)(1)–(4). From and after Bellevue's receipt of title to the Property, nothing herein shall be construed as restricting Bellevue from, engaging in pre-development work on the Property for the TAIs, TOD Project, or Joint Project, or on any properties secured by the Interim TAI Property Right (defined in the Conveyance Agreement) such as soil testing, clearing, grading, equipment storage, utility relocation, and preparing for construction staging. Such work, however, shall not include any construction of permanent structures or buildings, including without limitation foundations, or any other activities which would constitute "commencing construction" of the TAIs or Interim TAIs prior to completion of the Milestone requirements set forth in Subsections 7.1(c)(1)–(4). Bellevue may commence construction of the TOD Project Elements that do not interfere with the TAIs provided the Milestone requirements set forth in Subsections 7.1(c)(1)–(4) are met.

5.9 Access and Staging Coordination. Sound Transit and Bellevue acknowledge that after Sound Transit's conveyance of the Property to Bellevue, Sound Transit may need to utilize portions of the Property immediately adjacent to the 130th Station to support completion

of its Systems Contract, which shall include storage of Conex box, parking for two service vehicles and vehicular and pedestrian access to the 130th Station. Sound Transit acknowledges that Bellevue has plans to construct two roadway projects adjacent to the 130th Station (NE Spring Boulevard Zone 4 and 130th Avenue NE widening) utilizing portions of the Property (collectively, the "**Roadway Projects**"). Sound Transit also acknowledges that Bellevue plans to construct permanent or temporary TAIs on the Property pursuant to this Agreement. Until such time as Bellevue mobilizes on the 130th Parcels for either of the Roadway Projects, or the construction of permanent or temporary TAIs, Sound Transit may utilize the Property for its Systems contract needs, provided Sound Transit shall execute a Right-of-Entry Agreement in the form attached to this Agreement as **Exhibit C ("ROE")**. Pursuant to the ROE, following mobilization for either of the Roadway Projects, or permanent or temporary TAIs ("**Mobilization**"), Sound Transit's contractor shall coordinate with Bellevue's contractor for vehicular and pedestrian access to the 130th Station. Sound Transit acknowledges vehicular access to the 130th Station may be unavailable at times during construction of either of the Roadway Projects or permanent or temporary TAIs. In addition, following Mobilization, Sound Transit's and Bellevue's contractors shall coordinate to locate Sound Transit's Conex box and parking for two Sound Transit service vehicles in close proximity to the 130th Station within adjacent right-of-way or property acceptable to both parties so as not to interfere with construction of either of the Roadway Projects or permanent or temporary TAIs. In addition, Bellevue will include specification language in its contract(s) for the Roadway Projects or temporary or permanent TAIs to require that a Hi Rail Access point to the 130th Station at 130th Avenue NE and NE Spring Blvd or 132nd Avenue NE and NE Spring Blvd be maintained for Sound Transit's Systems Contract.

5.10 Inspections. Sound Transit shall have the right to employ, at its sole cost and expense, the services of an inspector (the "**Inspector**") to act on its behalf during construction of the TAI Elements. The Inspector shall review the Approved P&S and confirm the progress of construction and conformity with the Approved P&S. After complying with the same customary and reasonable access terms and conditions (including any required notice) that the contractor managing construction of the TAIs requires of Bellevue's Engineer, Sound Transit or the Inspector shall at all times when the TAIs are being constructed have the right to enter upon the Property (or other such property where Interim TAIs are being constructed) to inspect construction at their own risk. If such work on the TAI Elements is not in substantial conformity with the Approved P&S, or not performed in a good and workmanlike manner, Sound Transit shall notify the Engineer who will take appropriate action (which may include stopping work among other remedies) to remedy any defective or unauthorized work. Bellevue shall include language in the construction contract documents which allows the Engineer to correct or remedy defects or unauthorized work if the contractor fails to perform any part of the required work. Inspection by Sound Transit of construction of the TAI Elements is for the purpose of protecting the security of Sound Transit, and such inspection is not to be construed as a representation that there will be compliance on the part of any contractors or subcontractors with the P&S, or that construction will be free from faulty material or workmanship.

5.11 Final Inspection and Acceptance. Bellevue shall notify Sound Transit when the TAIs have been completed and are ready for final inspection. Final inspections shall be attended by both Bellevue and Sound Transit. Bellevue shall be responsible for directing any corrective work necessary relating to deficiencies, provided Bellevue shall give such direction in writing

and shall provide a copy to Sound Transit. Once corrective work is complete, Bellevue shall notify Sound Transit and Sound Transit shall have ten (10) business days to give written notice of acceptance or rejection of the applicable work. If Sound Transit does not accept or reject the corrective work within such ten (10) day period, such work shall be deemed accepted by Sound Transit.

5.12 As-Built Plans. A complete set of final as-built plans for the TAIs will be provided to Sound Transit upon completion of the TAIs and acceptance of the same by Sound Transit. At least two copies of the foregoing shall be simultaneously provided to Sound Transit, one on CAD and one in PDF. Notwithstanding anything to the contrary herein or in the Conveyance Agreement, Bellevue shall be solely responsible for all costs and expenses associated with operating or maintaining the TAIs until Sound Transit receives the final as-built plans for the TAIs.

5.13 Warranty. Bellevue shall warrant to Sound Transit the TAIs against defects caused by poor workmanship or defective materials for a period of one year from date of acceptance by Sound Transit. Additionally, at Sound Transit's election upon expiration of the one year warranty period, Bellevue shall assign to Sound Transit any warranties and guarantees associated with the TAIs that Sound Transit owns, operates or maintains, from all contractors, subcontractors and vendors.

5.14 Construction Acceptance Disputes. If Sound Transit alleges that the completed construction does not comply with the requirements of the MOU, Conveyance Agreement, or this Agreement, or if Bellevue alleges that Sound Transit is unreasonably withholding construction approval despite compliance with such requirements the Parties shall utilize the Dispute Resolution Process.

6. SOUND TRANSIT ADDED WORK. Sound Transit may request Bellevue to add additional work within the design and construction of the TAIs. Such requests shall be made in writing and shall describe the additional work required to be accomplished. The Parties shall agree on what additional work will be included, which does not jeopardize grant funding or other obligation requirements including but not limited to delivering the completed TAIs ready for the Permitted Use (defined in the Conveyance Agreement) by the In-Service Date. Upon agreement to the scope of work to be added, Sound Transit shall be solely responsible for all costs due for the requested and agreed to additional work, and shall pay such costs within 45 days of invoice by Bellevue.

7. MILESTONES AND QUARTERLY MEETINGS.

7.1 Milestones. Certain specific events associated with the TAIs (the "Milestones") must be accomplished as set forth in this Article 7 below. The term "TAIs" in this Article 7 shall refer to permanent TAIs on the Property conforming to the requirements set forth in Exhibit A to the Conveyance Agreement unless otherwise noted. Upon request from Bellevue, Sound Transit will provide a concurrence letter upon review and approval at each of the Milestones. This concurrence letter will provide Sound Transit's approval and acknowledgement that the Milestone has been completed.

a. April 30, 2020. On or before April 30, 2020, Bellevue shall communicate with Sound Transit in writing regarding the following:

- (1) Bellevue's Development Plan Election (as defined in the Conveyance Agreement).
- (2) The status of Bellevue's procurement of a third party developer pursuant to the terms of this Agreement, if any such procurement has been made.
- (3) Whether and how Bellevue plans to secure Interim Property Rights (defined in the Conveyance Agreement).

b. November 30, 2020. This Subsection 7.1(b) only applies if Bellevue utilizes Interim TAIs. On or before November 30, 2020, Bellevue shall communicate in writing with Sound Transit regarding the status of securing Interim Property Rights (defined in the Conveyance Agreement).

c. May 31, 2021. On or before May 31, 2021, all Interim TAI Property Rights (defined in the Conveyance Agreement) shall have been secured if Bellevue is developing and constructing Interim TAIs, and all of the following shall have occurred for either the TAIs or the Interim TAIs:

- (1) Bellevue has the Approved P&S for the TAIs or for the Interim TAIs.
- (2) Bellevue has committed in writing to a construction completion schedule that ensures that the TAIs or Interim TAIs are completed and available for the Permitted Use by the In-Service Date or Accelerated In-Service Date if applicable as set forth in the Conveyance Agreement ("TAI Schedule").
- (3) Contracts have been executed with all contractors necessary to complete construction of the TAIs or Interim TAIs as scheduled under the TAI Schedule.
- (4) Bellevue has obtained all necessary permits, certificates, licenses and approvals, consents and environmental reviews, reports and clearances required by any governmental body or agency having jurisdiction over the construction of the TAIs or Interim TAIs to commence construction of the TAIs or Interim TAIs.
- (5) Construction has commenced for the TAIs or Interim TAIs.

d. Accelerated In-Service Date. Should Sound Transit elect an Accelerated In-Service Date pursuant to Section 6.3.2 of the Conveyance Agreement, and Bellevue pursue the Bellevue Constructed Interim TAIs pursuant to Section 6.3.2(a), the deadline for all of the requirements set forth in Subsection 7.1(e) below shall be the Accelerated In-Service Date.

e. June 1, 2023. On or before June 1, 2023, the following shall have occurred: Sound Transit has accepted all TAIs or Interim TAIs in complete and fully functional

condition ready for the Permitted Use, provided that Sound Transit's acceptance shall not be arbitrarily withheld, conditioned or delayed, considering the requirements set forth in the Approved P&S; Bellevue has certified to Sound Transit that the TAIs or Interim TAIs have been completed in accordance with the Conveyance Agreement and this Agreement; and Sound Transit has received fully executed lien releases from all persons or entities working on or supplying materials for the TAIs or Interim TAIs, or the time for filing liens shall have expired with none having been filed and unpaid, or Bellevue shall have provided Sound Transit with an appropriate bond or acceptable affirmative title insurance coverage with respect to potential mechanic's or material supplier's liens. This Subsection 7.1(e) shall not apply if Sound Transit elects to construct the Sound Transit Accelerated Interim TAIs pursuant to Section 6.3.2 of the Conveyance Agreement.

f. June 30, 2024. This Subsection 7.1(f) only applies if Bellevue utilizes Interim TAIs. On or before June 30, 2024, all of the following shall have occurred and Sound Transit has reviewed and approved the same in writing:

Bellevue has obtained the Approved P&S including a written construction completion schedule that ensures all permanent TAI Elements are completed on the Property and available for the Permitted Use by June 1, 2026, or other such date as agreed to in writing by Sound Transit pursuant to the terms of this Agreement and the Conveyance Agreement ("**Permanent TAI Scheduled Completion**").

Provided however, this deadline shall be extended to June 1, 2026, (and the Permanent TAI Scheduled Completion shall be extended to June 1, 2028) if Bellevue is actively pursuing a Third Party Agreement to be executed by June 1, 2026, as contemplated in Section 6.4.1 of the Conveyance Agreement.

g. June 1, 2026. This Subsection 7.1(g) only applies if Bellevue utilizes Interim TAIs. On or before June 1, 2026, the following shall have occurred: (1) all permanent TAI Elements have been completely constructed on the Property in accordance with all the terms of the Conveyance Agreement and this Agreement and have been accepted by Sound Transit as complete and in a fully functional condition ready for the Permitted Use, provided that Sound Transit's acceptance shall not be arbitrarily withheld, conditioned or delayed, considering the requirements set forth in the Approved P&S; (2) Bellevue has certified to Sound Transit that the TAI Elements have been completed in accordance with the Conveyance Agreement and this Agreement; and (3) Sound Transit shall have received fully executed lien releases from all persons or entities working on or supplying materials for the TAI Elements, or the time for filing liens shall have expired with none having been filed and unpaid, or Bellevue shall have provided Sound Transit with an appropriate bond or acceptable affirmative title insurance coverage with respect to potential mechanic's or material supplier's liens. This deadline may be extended by two (2) years pursuant to Section 6.4 of the Conveyance Agreement.

7.2 Quarterly Meetings. From and after April 30, 2020, and until all of the events described in Subsection 7.1(g), above have occurred, regardless of the date of their completion, Sound Transit and Bellevue shall hold quarterly meetings at which Bellevue provides Sound

Transit with updated lookahead schedules and status reports regarding the construction schedule for the TAIs or the Interim TAIs.

8. DISPUTE RESOLUTION.

8.1 Each Party will work collaboratively to resolve disputes arising from activities performed under this Agreement and the Conveyance Agreement. Disagreements will be resolved promptly at the lowest level of hierarchy. All Parties shall follow the Dispute Resolution Process set forth in this Article 8.

8.2 The Designated Representatives of each Party as set forth in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to the tasks and services covered by this Agreement and the Conveyance Agreement. Each Party's Designated Representatives will jointly cooperate in providing staff, and necessary support to facilitate and resolve the performance of this Agreement and the Conveyance Agreement and resolution of any issues or disputes. Either Party may change its Designated Representatives set forth in this Section 8 by written notice to the other Party of the same.

8.3 Each of the Designated Representatives shall notify the other in writing of any issue or dispute that they believe requires resolution. Upon receipt of written notification, the Designated Representatives, and others as may be required, shall meet within three (3) business days or as otherwise mutually agreed in writing to attempt to resolve the issue, problem or dispute.

8.4 "Designated Representatives" at this initial level will be:

City of Bellevue
Ryan Shelton
Project Manager
450 110th Ave NE
Bellevue, WA 98004
Phone: 425-452-4345
RShelton@bellevuewa.gov

Sound Transit
Chad Frederick
Principal Construction Manager
401 S. Jackson Street
Seattle, WA 98104
206-689-4983
Chad.Frederick@soundtransit.org

Alternate:
Maher Welaye
Engineering Manager
450 110th Ave NE
Bellevue, WA 98004
Phone: 425-452-4879
MWelaye@bellevuewa.gov

Jemae Hoffman
Light Rail Development Manager
401 S. Jackson Street
Seattle, WA 98104
206-903-7328
jemae.hoffman@soundtransit.org

8.5 In the event those persons are unable to resolve the dispute, the issue or dispute shall be elevated to the next higher level in hierarchy, and they shall meet within three business days or as otherwise mutually agreed in writing and engage in good faith negotiations to resolve the issue or dispute.

City of Bellevue
Ron Kessack
Assistant Director
Transportation Department
450 110th Ave NE
Bellevue, WA 98004
Phone: 425-452-4631
RKessack@bellevuewa.gov

Sound Transit
Mike Bell
Executive Proj. Dir. – East Link
401 S. Jackson Street
Seattle, WA 98104
206-398-5150
mike.bell@soundtransit.org

8.6 In the event that those persons are unable to resolve the dispute at the Assistant Director or Director level, the issues shall be elevated to Bellevue City Manager and Sound Transit Executive Director for Design, Engineering and Construction Management, and they shall meet within five (5) business days or as otherwise mutually agreed in writing and engage in good faith negotiations to resolve the issue or dispute.

8.7 The Parties agree that they shall have no right to seek relief in a court of law until and unless each of these procedural steps have been exhausted.

9. CONTACT PERSONS.

Bellevue and Sound Transit have designated formal points of contact and coordination for this project as shown below.

City of Bellevue
Ryan Shelton
Project Manager
450 110th Ave NE
Bellevue, WA 98004
Phone: 425-452-4345
RShelton@bellevuewa.gov

Sound Transit
Chad Frederick
Principal Construction Manager
401 S. Jackson Street
Seattle, WA 98104
206-903-7320
chad.frederick@soundtransit.org

10. DEFAULT. No party shall be in default under this Agreement unless it has failed to perform under this Agreement, or the Conveyance Agreement for a period of ninety (90) calendar days after written notice of default from the other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the 90-day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure; provided that in no event shall a cure take longer than one-hundred eighty (180) days to complete without mutual written consent. Any dispute regarding the existence of a default or appropriate cure shall be handled through the Dispute Resolution Process. Notwithstanding the foregoing or anything to the contrary in this Agreement or elsewhere: (1) in the event that (a) strict performance of any Milestone events set forth in Subsection 7.1(c) fails to occur by the corresponding date set forth above (“**Milestone Failure**”) or if pursuant to Section 6.4.2(a) of the Conveyance Agreement Sound Transit is entitled to exercise the Additional Sound Transit Remedies set forth in Section 14.4 of the Conveyance Agreement, such situation shall be automatically deemed a non-curable default and Sound Transit may, but is not obligated to, upon 15 days written notice, immediately

thereafter pursue any or all remedies available to it; (2) the making by Bellevue of any general arrangement or assignment for the benefit of creditors shall automatically be deemed a default; (3) Bellevue becoming a “debtor” as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Bellevue, the same is dismissed within 60 days) shall automatically be deemed a default; and (4) the levy by judicial process upon or the appointment of a trustee or receiver to take possession of substantially all of Bellevue’s assets located at the Property, or Bellevue’s interest in this Agreement, where possession is not restored to Bellevue within 30 days shall automatically be deemed a default. In the event that any provision of this Article 10 is contrary to any applicable law, such provision shall be of no force or effect.

11. REMEDIES; ENFORCEMENT.

11.1 The Parties reserve the right to exercise any and all of the following remedies, separately or in combination, and consistent with the dispute resolution and default Sections of this Agreement, in the event of an uncured default under this Agreement:

- a) Commencing an action at law for monetary damages;
- b) Commencing an action for equitable or other relief;
- c) Seeking specific performance of any provision that reasonably lends itself to such remedy; and
- d) The prevailing party (or substantially prevailing party, as determined by the court, if no one party prevails entirely) shall be entitled to reasonable attorney fees and costs.

11.2 Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

11.3 Neither Party shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other Party’s conduct.

11.4 Additional Sound Transit Remedies for Milestone Failure. The Parties recognize that the Milestone set forth in Subsection 7.1(c) above and certain events set forth in Section 6.4 of the Conveyance Agreement are critical for timely completion of the TAIs (or Interim TAIs) and that at the time of the Milestone deadline set forth in in Subsection 7.1(c) and the deadlines in Section 6.4 of the Conveyance Agreement, little or no time thereafter will be available for Sound Transit to ensure that Bellevue will be able to provide the TAIs (or Interim TAIs) for the Permitted Use within the time period agreed upon by the Parties under the terms of Article 6 of the Conveyance Agreement. Accordingly, in addition to the foregoing remedies, in the event of a Milestone Failure or as provided in Section 6.4.2(a) of the Conveyance Agreement, the Additional Sound Transit Remedies set forth in Section 14.4 of the Conveyance Agreement are available to Sound Transit, and except as prohibited in Section 11.9 of this Agreement, Sound Transit may take any or all of the following action(s) to construct the Parking Lot on the Property in accordance with the permanent TAI requirements set forth in Exhibit A to the Conveyance Agreement:

11.4.1 Remove all persons and property located on the Property, exclude Bellevue and/or third parties from the Property.

11.4.2 Enter and take exclusive possession of the Property.

11.4.3 Store any property belonging to Bellevue or its contractors at the sole cost of and for the account of Bellevue.

11.4.4 Make any demolitions, repairs, alterations or modifications to the Property and to any buildings, structures and improvements thereon necessary to construct the Parking Lot on the Property.

11.4.5 Elect for Bellevue to take any of the actions described in the foregoing Subsections 11.4.1 through 11.4.4 above, and any other actions reasonably necessary for Bellevue to obtain exclusive possession of the Property and deliver such exclusive possession of the Property to Sound Transit with the Property in a condition ready for construction of the Parking Lot thereon. Bellevue shall promptly take all such actions, after receipt of written notice from Sound Transit regarding such election. Such election shall not preclude Sound Transit from pursuing the same actions or any other remedies provided for in this Agreement.

11.4.6 Construct the Parking Lot on the Property.

11.4.7 Use all of the Property, or any part thereof for the construction and operation of the Parking Lot. Upon Sound Transit's request, Bellevue shall grant to Sound Transit all easements or other property rights necessary for the same.

11.4.8 Sound Transit shall make written demand to Bellevue for all costs and expenses reasonably incurred in taking the actions described in this Section 11.4 and Bellevue shall promptly reimburse the same. Sound Transit shall provide reasonable documentation of such costs and expenses along with such demand and Bellevue shall have thirty (30) days to process and pay such demands. Any such demanded amount not timely paid shall accrue interest at shall accrue interest at the lesser of six percent (6%) per annum or the maximum amount permitted under applicable law, from and after the thirty-first day after demand was made.

11.5 Bellevue shall promptly cooperate in all respects in Sound Transit's elected actions. No actions taken by Sound Transit under Section 11.4 shall be construed as an election on Sound Transit's part to terminate this Agreement, unless a written notice of Sound Transit's intention to terminate this Agreement is delivered to Bellevue.

11.6 Nothing contained in Section 11 of this Agreement shall adversely affect Sound Transit's right to indemnification under this Agreement or the Conveyance Agreement.

11.7 Liquidated Damages.

Bellevue recognizes that the TAIs are part of the “critical path” for the 130th Station and East Link Project and ample time exists at the time of this Agreement to timely complete the permanent TAIs on the Property. Accordingly, if after Bellevue has executed either the Third Party Agreement or all necessary contracts with the Design Consultants and Construction Contractors (“**Construction Contracts**”) to complete construction of the TAIs, Bellevue fails to complete: (a) the TAIs or Interim TAIs by the In-Service Date or, if applicable, the Accelerated In-Service Date; or (b) the permanent TAIs on the Property by June 1, 2026 (as may be extended pursuant to Section 6.4 of the Conveyance Agreement) (collectively “**TAI Completion**”), then Sound Transit will be damaged and will be entitled to compensation for those damages, but the damages will be extremely difficult and impractical to ascertain for several reasons, including without limitation the following: (i) the damages Sound Transit will be entitled to in a court of law will be based on the value of obtaining adequate alternative TAI’s which will likely be unavailable, difficult to obtain, or fail to meet the standards for the TAIs set forth in Exhibit A to the Conveyance Agreement; (ii) Sound Transit may suffer lost ridership and/or revenue; (iii) it is difficult or impossible to measure the damages Sound Transit will suffer if Bellevue provides Interim TAIs beyond the time permitted in this Agreement and the Conveyance Agreement, but fails to obtain TAI Completion as it has committed to do under this Agreement and the Conveyance Agreement; and (iv) it is impossible to predict as of the date of this Agreement all of the impacts on the 130th Station, East Link Extension Project, and the greater Sound Transit light rail system, which would result should Bellevue fail to obtain TAI Completion and Bellevue desires to limit the amount of damages that Bellevue might be liable for should Bellevue breach this Agreement or the Conveyance Agreement by failing to obtain TAI Completion.

Accordingly, the City shall include a provision (“**Liquidated Damages Provision**”) in either the Third Party Agreement or Construction Contracts requiring the payment of liquidated damages for each working day beyond: (a) the In-Service Date or, if applicable, the Accelerated In-Service Date, until the TAIs or Interim TAIs are complete; and (b) June 1, 2026 (as may be extended pursuant to Section 6.4 of the Conveyance Agreement) until the permanent TAIs are completed on the Property (“**Liquidated Damages**”). The Liquidated Damages Provision shall be in a form mutually agreed-upon by Sound Transit and Bellevue prior to Bellevue’s execution of the Third Party Agreement or Construction Contracts, and it shall authorize the City to withhold the Liquidated Damages from any money due to the developer or contractor under such agreement, and to the extent there is any deficiency after such withholding, to collect the same from the developer or contractor. The Liquidated Damages shall be in an amount to be determined by the Parties in consultation with each other after consideration of relevant factors including those identified in the preceding paragraph above.

For these reasons, the Parties agree that, if TAI Completion fails to occur, Sound Transit may in its sole discretion elect: (y) as its sole and exclusive remedy for said default or breach, to be entitled to payments on the first of each month following the In-Service date or, if applicable hereunder, Accelerated In-Service Date, in an amount equal to the total daily Liquidated Damages arising during the preceding month collected by Bellevue pursuant to its construction contract or the Third Party Agreement; or (z) to pursue any other available remedies. Should Sound Transit elect the foregoing option (y): Bellevue shall continue to collect such payments

and remit the same to Sound Transit until TAI Completion occurs; and Bellevue shall only be responsible for collecting and remitting payment of collected Liquidated Damages, and shall not be responsible for the payment of Liquidated Damages that cannot be collected from third parties. The foregoing limitation on Sound Transit's remedies shall not apply to any other obligations of Bellevue under this Agreement or the Conveyance Agreement including without limitation Bellevue's obligation to provide Interim TAIs, which shall remain in effect until TAI Completion as set forth in this Agreement and the Conveyance Agreement.

_____ Initials of Sound Transit _____ Initials of Bellevue

11.8 If Bellevue at any time shall fail to pay any taxes, assessments, or liens, or fails to make any payment or perform any act required to be made or performed by it by this Agreement, the Conveyance Agreement, or any agreement entered into with third parties that relates to the Property or the Interim TAI Property, Sound Transit, without waiving or releasing Bellevue from any obligation or default under this Agreement, the Conveyance Agreement, or any agreement entered into with third parties that relates to the Property or the Interim TAI Property, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account of and at the expense of Bellevue. All sums so paid by Sound Transit and all costs and expenses so incurred shall accrue interest at the lesser of six percent (6%) per annum for the maximum amount permitted under applicable law, from their due date until paid, said payments and interest to be payable to Sound Transit by Bellevue within thirty (30) days of demand for the same by Sound Transit.

11.9 After construction of the TAIs or Interim TAIs has commenced on the Property pursuant to the Approved P&S, Sound Transit shall not take possession of the Property or exclude Bellevue and/or third parties from the Property without first obtaining Bellevue's written permission or a court order authorizing the same.

12. TERMINATION AND RECORD RETENTION.

12.1 This Agreement shall terminate upon completion of the permanent TAIs on the Property under this Agreement and final acceptance of the same by Sound Transit. Neither Bellevue nor Sound Transit may terminate this Agreement prior to acceptance of the completed TAIs on the Property nor may either Party terminate this Agreement without the concurrence of the other Party. Notice of termination shall be provided ten (10) days in advance and followed by written notification. Termination shall be in writing and signed by both Parties.

12.2 During construction of the TAIs and for a period of not less than six (6) years from the date of final acceptance as provided herein, Bellevue will maintain and make available the records and accounts pertaining to the TAIs, for inspection and audit by Sound Transit, and for the use in the event of litigation, claim or any other purpose.

13. GENERAL PROVISIONS.

13.1 Notice. All notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative. Any Party at any time by written notice

to the other Party may designate a different address or person to which such notice or communication shall be given.

13.1.1 Unless otherwise provided herein, all notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Party's Designated Representative as listed in Section 9 of this Agreement.

13.2 Time is of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every term, covenant, agreement, condition and provision hereof.

13.3 Jurisdiction and Venue. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

13.4 No Third-party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person shall have any right of action based upon any provision of this Agreement.

13.5 No Partnership. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

13.6 Amendments. No modification or amendment of this Agreement may be made except by written agreement signed by both Parties.

13.7 Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision shall be held invalid or unenforceable, such provision shall be modified to the extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

13.8 Entire Agreement. This Agreement as incorporated into, and together with, the Conveyance Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement.

13.9 Capitalized Terms. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Conveyance Agreement.

13.10 Bellevue's Indemnification. Bellevue shall protect, defend, indemnify and save harmless Sound Transit, its officers, employees and agents from any and all costs, claims, judgments and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of Bellevue, its officers, employees and/or agents, in the performance of this Agreement. Bellevue agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by, or on behalf of any of its employees or agents. For

this purpose, Bellevue, by mutual negotiation, hereby waives, with respect to Sound Transit only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Sound Transit incurs any judgment, award and/or cost arising therefrom including attorney's fees to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from Bellevue. To the extent that Claims covered by the foregoing indemnity are caused by or resulting from the concurrent negligence of (a) Sound Transit, its agents, contractors and permittees, and (b) Bellevue, its agents, contractors and permittees, such indemnification shall apply only to the extent caused by or resulting from the negligence of Bellevue, its agents, contractors and permittees.

13.11 Sound Transit's Indemnification. Sound Transit shall protect, defend, indemnify and save harmless Bellevue, its officers, employees and agents from any and all costs, claims, judgments and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of Sound Transit, its officers, employees and/or agents, in the performance of this Agreement. Sound Transit agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by, or on behalf of any of its employees or agents. For this purpose, Sound Transit, by mutual negotiation, hereby waives, with respect to Bellevue only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event Bellevue incurs any judgment, award and/or cost arising therefrom including attorney's fees to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from Sound Transit. To the extent that Claims covered by the foregoing indemnity are caused by or resulting from the concurrent negligence of (a) Bellevue, its agents, contractors and permittees, and (b) Sound Transit, its agents, contractors and permittees, such indemnification shall apply only to the extent caused by or resulting from the negligence of Sound Transit, its agents, contractors and permittees.

13.12 Notice of Claims. Any Party making a claim for indemnification pursuant to Section 13.10 or Section 13.11 (an "**Indemnified Party**") must give the Party from whom indemnification is sought (an "**Indemnifying Party**") written notice of such claim (an "**Indemnification Claim Notice**") promptly after the Indemnified Party receives any written notice of any action, lawsuit, proceeding, investigation or other claim (a "**proceeding**") against or involving the Indemnified Party by a government entity or other third party, or otherwise discovers the liability, obligation or facts giving rise to such claim for indemnification; provided that the failure to notify or delay in notifying an Indemnifying Party will not relieve the Indemnifying Party of its obligations pursuant to Section 13.10 or Section 13.11 above, except to the extent that the Indemnifying Party's ability to defend against such claim is actually prejudiced thereby. Such notice shall contain a description of the claim and the nature and amount of such loss (to the extent that the nature and amount of such loss is known at such time).

13.13 THE PARTIES ACKNOWLEDGE THAT THE INDEMNIFICATIONS IN SECTION 13.10 AND SECTION 13.11 ABOVE WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM AND THE SAME INDEMNIFICATION PROVISIONS SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

13.14 Survival of Provisions. Except as otherwise expressly provided herein, the covenants, representations, indemnifications, warranties agreements, terms and provisions contained herein shall survive the completion of the TAIs on the Property.

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

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
(SOUND TRANSIT) THE CITY OF BELLEVUE

By: _____
Its: _____

By: _____
Brad Miyake, City Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Sound Transit Legal Counsel

By: _____
Monica A. Buck, Assistant City Attorney

**Exhibit A1
to Design And Construction Agreement
Transit Access Improvements At 130th Station**

TOD Objectives

[See Attached]



RESOLUTION NO. R2018-10
Adopting an Equitable Transit Oriented Development Policy

MEETING:	DATE:	TYPE OF ACTION:	STAFF CONTACT:
Executive Committee	04/05/2018	Recommend to Board	Don Billen, Acting Executive Director, PEPD
Board	04/26/2018	Final Action	Brooke Belman, Director, Land Use and Development

PROPOSED ACTION

Adopting an Equitable Transit Oriented Development Policy to reflect ST3 and RCW 81.112.350 direction to implement a regional equitable TOD strategy during planning, design, construction and operation of the high-capacity transit system and supersedes Resolution No. R2012-24.

KEY FEATURES SUMMARY

- Recent state law changes and ST3 system plan approval triggered new requirements for Sound Transit to implement an equitable Transit Oriented Development (TOD) strategy and offered new guidance on how Sound Transit disposes of its surplus properties that are suitable for the development of housing.
- The Sound Transit 3 Regional Transit System Plan stated that the necessary board policy changes to reflect the new requirements and direction must be completed within 18 months of voter approval of the system plan.
- The policy:
 - Provides program direction on a strategy to implement regional equitable TOD throughout transit project delivery and operations.
 - Provides guidance on integrating equitable TOD into project delivery.
 - Is in accordance with regional growth plans, including the Puget Sound Regional Council's Growing Transit Communities strategy, by targeting urban growth at transit centers.
 - Emphasizes partnerships and collaboration with local jurisdictions and regional stakeholders.
 - Commits the agency to equitable engagement processes that complements and informs disposition strategies.

BACKGROUND

TOD is a land development pattern that integrates transit and land use by promoting transit ridership while supporting community land use and development visions. TOD strategies focus urban growth around transit facilities and leverage transit investments to help produce regional and local benefits, such as increases in transit ridership, development of housing options, walkable communities, and improved access to jobs and economic opportunities. Transit oriented development was a programmatic component of the ST3 system plan that complements capital project development and guides the disposition of surplus property.

Sound Transit completed a TOD Program Strategic Plan in 2010, which introduced the policy framework for the TOD work program within the context of Sound Transit's mission to implement regional high-capacity transit. Sound Transit's Board adopted a Transit Oriented Development Policy in December 2012 through Resolution No. R2012-24. The 2012 policy established eight goals for the TOD program and directed the agency to consider TOD outcomes early and throughout project delivery. The 2012 policy also established the concept of "Agency TOD," which is the direct implementation of TOD on agency owned property, and "Community TOD," in which the agency plays a supportive role collaborating with others on transit supportive policy and development one-half mile around a Sound Transit station.

Sound Transit updated its TOD strategic plan in 2014 to reflect the 2012 TOD Policy. The policy and strategic plan have provided the foundation for how the agency approaches integrating transit infrastructure and local and regional land use development.

Regional plans and policies, including those of the Puget Sound Regional Council (PSRC), encourage equitable transit communities. The PSRC's Growing Transit Communities Strategy (GTCS), adopted in 2013 and to which Sound Transit is a signatory, defines "transit community" as the approximately one-half mile area around a high-capacity transit station. Equitable transit communities are further described as:

"...mixed-use, transit-served neighborhoods that provide housing and transportation choices and greater social and economic opportunity for current and future residents. Although generally defined by a half-mile walking distance around high-capacity transit stations, they exist within the context of larger neighborhoods with existing residents and businesses. These communities promote local community and economic development by providing housing types at a range of densities and affordability levels, commercial and retail spaces, community services, and other amenities that are integrated into safe, walkable neighborhoods." (PSRC Growing Transit Communities Strategy)

In 2015, the state legislature amended the agency's enabling legislation, directing the agency to advance equitable TOD goals, setting forth specific financial and procedural requirements, and giving new tools to the agency to advance equitable development through prioritizing affordable housing in surplus property disposition. Those statute changes took effect with the November 2016 voter-approved Sound Transit 3 Regional Transit System Plan.

Consistent with the 2015 amendments to the Sound Transit enabling legislation (RCW 81.112.350), the adopted system plan stated that "Sound Transit will 'implement a regional equitable TOD strategy for diverse, vibrant, mixed-use and mixed-income communities consistent with TOD plans developed with community input by any regional transportation planning organization within the regional transit authority boundaries."

Additionally, RCW 81.112.350(b)(i) states that, unless certain exceptions apply, "a minimum of eighty percent of [Sound Transit's] surplus property to be disposed or transferred, including air rights, that is suitable for development as housing, must be offered for either transfer at no cost, sale, or long-term lease first to qualified entities that agree to develop affordable housing on the property, consistent with local land use and zoning laws." The statute defines qualified entities as local governments, housing authorities, and non-profit developers.

The statute requires that if a qualified entity accepts the property through the offer, then at least 80 percent of the housing units constructed would need to be affordable to those earning 80 percent of the area median income for the county in which the property is located.

The Sound Transit 3 Regional Transit System Plan stated that the “necessary board policy changes for implementation [of an equitable TOD strategy] must be completed within 18 months of voter approval of [the ST3] system plan” (Page 10). The system plan was approved by the voters on November 7, 2016, which necessitates the agency to adopt any necessary board policy change by May 8, 2018.

TOD Policy Update

The Equitable TOD Policy is consistent with Board, state and ST3 direction. Sound Transit engaged in a year-long effort to fully understand the new direction for the program focusing on equitable TOD and how the agency can begin to adopt strategies in conjunction with updating the TOD policy.

A Board workshop was held in April 2017 to explore the agency’s TOD work program in light of the new state statute and ST3 Plan. Eight guiding principles were identified through the workshop:

1. Ensure Board engagement and direction throughout the process.
2. Emphasize flexibility in TOD policy in order to consider wide variety of factors.
3. Reflect statute’s housing priorities but be flexible to take into account local plans and context for each site.
4. Facilitate early and ongoing dialogue with local jurisdictions, stakeholders and partners so that TOD complements planning efforts.
5. Collaborate with industry leaders to consider a variety of tools and programs for implementing equitable TOD.
6. Include all financial factors when considering the value for each site.
7. Ensure delivery of capital program and equitable TOD.
8. Shape each offering based on the assessment and desired outcomes for a project.

Over the course of 2017, Sound Transit advanced several TOD transactions to understand how the program operates under the direction and to apply best practices to the policy update. A draft policy scope and five policy priorities were confirmed by the Sound Transit Board in December 2017. The priorities were informed by the 2017 TOD transactions and Board direction, and include:

- Affordable housing development
- Engagement
- Fiscal responsibility
- Flexibility
- Integrated project delivery

In January 2018, an intra-agency work team began updating the TOD policy to reflect Board, the system expansion plan, and statute direction. This effort also included separating process and procedures from the updated TOD policy, reorganizing the policy content to be clearer on direction and to focus on goals and strategies.

Sound Transit’s primary responsibility is to complete and expand the high-capacity transit system and deliver transit service that connects the region’s urban centers, which is a key step toward meeting local and regional land use goals. This policy provides direction on the disposition of property that first supports the agency’s primary mission, but also considers how and when to price property, including discounting or transferring at no cost, to accomplish affordable housing development. The policy also provides ways to leverage funding sources and strategies to facilitate equitable TOD.

The policy provides a framework for assessing and evaluating equitable TOD outcomes early in system planning and throughout all phases of transit project delivery. The policy acknowledges the importance of working with local jurisdictions on equitable TOD outcomes and how they support the overall vision and comp plans of the local community. The concept of Agency and Community TOD is retained in this policy update. The policy describes how acquisition occurs in a manner that is both consistent with state law and promotes TOD. It directs the agency to explore joint or co-development of transit facilities, such as parking or integrated facilities, where appropriate.

Engagement is critical to the success of equitable TOD and the policy emphasizes inclusive and transparent engagement throughout all phases of TOD project development and delivery. The policy also underscores the importance of creating partnerships with private and public entities to deliver equitable TOD outcomes. And finally, the policy confirms that development on property leased by the agency will occur consistent with agency labor standards for Sound Transit construction projects and applicable law.

The draft Equitable TOD Policy is organized by goals and strategies. The goals and strategies outlined in the policy are executed through integrated project delivery, inclusive and transparent engagement process and specific implementation mechanisms.

The goals identified in the policy include the following:

- Increase the value and effectiveness of transit by increasing transit ridership.
- Support implementation of state, regional and local growth plans, policies and strategies.
- Make equitable TOD an integral component of and supportive of transit project planning and delivery.
- Engage a broad cross-section of the public, reflecting diverse communities.
- Encourage creation of housing options near transit with priority given to affordability.
- Encourage convenient, safe multi-modal access to the transit system, with an emphasis on non-motorized access.

FISCAL INFORMATION

The draft Equitable TOD Policy does not directly impact the financial plan. State law now allows for the agency to consider discounting, including transferring at no cost, surplus property to achieve certain affordable housing outcomes. The policy states that when the Board establishes a discounted price for property disposition in order to accomplish affordable housing, that a financial assessment and gap analysis will be conducted before determining a property discount. The market value, development feasibility and financial plan impacts will be considered.

PUBLIC INVOLVEMENT

Staff have been meeting with local jurisdictions, housing developers and funders, regional stakeholders and others since 2017 to discuss ST3 and the new statute direction and implementation of equitable TOD. In late 2017 a series of workshops were held with advocates and affordable housing stakeholders to specifically discuss policy topics. The draft policy was released to regional stakeholders and jurisdictions ahead of the Board process. Following the distribution of the policy a series of briefings, workshops and meetings were held with stakeholders, jurisdictions and housing developers in order to solicit feedback and input on the policy language.

TIME CONSTRAINTS

The ST3 System Expansion Plan set a timeline whereby the Sound Transit Board of Directors must update its policy to reflect new state law and ST3 plan language within 18 months of voter approval. The last Board meeting before the 18 month deadline is April 26, 2018. Delaying this action causes the voter-approved commitment to not be met.

PRIOR BOARD/COMMITTEE ACTIONS

Resolution No. R2013-30: Adopted the Real Property Excess, Surplus and Disposition Policy

Resolution No. R2012-24: Establishes a policy to guide assessment and facilitation of transit-oriented development (TOD).

Motion No. M2000-90: Established the Transit-Oriented Development Program for 2011.

Motion No. M99-60: Adopted Transit Oriented Development evaluation criteria to be used in the process of identifying and/or evaluating proposed development opportunities around Sound Transit facilities.

Resolution No. R99-35: Adopted the Real Property Disposition Policy, Procedures and Guidelines for the disposition of surplus real property.

Motion No. 98-25: Adopted transit oriented development policies to guide staff work and development on and around Sound Transit station areas, transit centers, and park and ride lots.

Motion No. 45: Set forth principles related to the land use and transit work activities of the RTA and established a mission statement to guide the work program of the Transit Oriented Development (TOD) Task Force.

Motion No. 36: Approved the formation of a Transit-Oriented Development Task Force of the board, identified key questions and issues to be addressed, and established a timeline for completion

ENVIRONMENTAL REVIEW

KH 3/23/2018

LEGAL REVIEW

JV 3/30/2018



RESOLUTION NO. R2018-10
Equitable Transit Oriented Development Policy

A RESOLUTION of the Board of the Central Puget Sound Regional Transit Authority adopting an Equitable Transit Oriented Development Policy and superseding Resolution No. R2012-24.

WHEREAS, the Central Puget Sound Regional Transit Authority, commonly known as Sound Transit, was formed under chapters 81.104 and 81.112 of the Revised Code of Washington (RCW) for the Pierce, King and Snohomish Counties region by action of their respective county councils pursuant to RCW 81.112.030; and

WHEREAS, Sound Transit is authorized to plan, construct and permanently operate a high-capacity system of transportation infrastructure and services to meet regional public transportation needs in the Central Puget Sound region; and

WHEREAS, in general elections held within the Sound Transit district on November 5, 1996, November 4, 2008 and November 8, 2016, voters approved local funding to implement a regional high-capacity transportation system for the Central Puget Sound region; and

WHEREAS, Sound Transit's primary responsibility is to complete, expand and operate the high-capacity transit system to deliver transit service that connects the region's urban centers, which is a key step toward meeting local and regional land use goals; and

WHEREAS, in 2015, the Sound Transit Board established core priorities, including, but not limited to, completing the light rail spine, promoting transit-friendly land use and supporting transit oriented development (TOD), to guide the development and evaluation of the system plan; and

WHEREAS, Sound Transit acquires real property for transit purposes to implement voter-approved system plans; and

WHEREAS, when Sound Transit no longer has a transit use for a property or the property may accommodate additional uses, it may declare property surplus or available for joint development and offer the property in a manner consistent with state and federal laws and regulations; and

WHEREAS, chapters 81.104 and 81.112 RCW inform the basis for Sound Transit's involvement in equitable TOD and guide Sound Transit to work with public and private interests to facilitate equitable TOD; and

WHEREAS, regional plans and policies, including those of the Puget Sound Regional Council (PSRC), encourage equitable transit communities and provide regional guidance on TOD, and Sound Transit is a signatory to PSRC's 2013 Growing Transit Communities Compact; and

WHEREAS, as described in the Growing Transit Communities Compact, new market-rate housing trends and subsidized housing resources are not providing sufficient housing choices in transit communities for households earning under 80 percent of area median income; and

WHEREAS, the Growing Transit Communities Partnership adopted the following vision for "equitable transit communities":

Equitable transit communities are mixed-use, transit-served neighborhoods that provide housing and transportation choices and greater social and economic opportunity for current and future residents. Although generally defined by a half-mile walking distance around high-capacity transit stations, they exist within the context of larger neighborhoods with existing residents and businesses.

These communities promote local community and economic development by providing housing types at a range of densities and affordability levels, commercial and retail spaces, community services, and other amenities integrated into safe, walkable neighborhoods.

Successful equitable transit communities are created through inclusive planning and decision-making processes, resulting in development outcomes that accommodate future residential and employment growth, increase opportunity and mobility for existing communities, and enhance public health for socially and economically diverse populations.

WHEREAS, the combined cost burden of housing plus transportation can be substantially reduced by locating affordable housing opportunities in proximity to transit; and

WHEREAS, many communities that are now or may be served by high-capacity transit are home to low-income and minority households and small locally- and minority-owned businesses that are at a potentially higher risk of displacement due to a range of factors; and

WHEREAS, the Sound Transit Board completed a TOD Strategic Plan in 2010 to introduce a policy framework for the agency's TOD work plan, adopted a TOD Policy in 2012 through Resolution No. R2012-24, and updated the TOD Strategic Plan in 2014 to reflect policy direction; and

WHEREAS, the Board-adopted TOD Policy and TOD Strategic Plan provide the foundation for how the agency approaches integrating transit infrastructure and local and regional land use development; and

WHEREAS, RCW 81.112.350 directs the agency to advance equitable TOD goals, identifies specific financial and procedural requirements, and authorizes the agency to advance equitable development by prioritizing affordable housing in surplus property disposition; and

WHEREAS, the 2016 voter-approved regional transit system plan commits the agency to pursue and implement land disposition and development strategies that reduce the cost of providing affordable housing, increase transit ridership, leverage state, federal and local affordable housing funding, and are consistent with the retention of federal grant funds where appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Central Puget Sound Regional Transit Authority that Resolution No. R2012-24 is hereby superseded with an Equitable Transit Oriented Development Policy, which is hereby adopted as follows:

1.0 Scope

- 1.1 The 2016 voter-approved regional transit system plan established TOD as a programmatic component of implementing the agency's mission to plan, build and operate regional mass transit. The system plan directs the agency to implement a regional equitable TOD strategy for diverse, vibrant, mixed-use and mixed-income communities adjacent to Sound Transit stations. This policy responds to that direction by planning for equitable TOD throughout project delivery, emphasizing partnerships and collaboration, and committing the agency to inclusive and transparent engagement throughout every phase of project delivery.
- 1.2 Sound Transit recognizes that equitable transit communities promote local community and economic development by providing housing types at a range of densities and affordability levels, commercial and retail spaces that support job creation, community services, and other amenities that are integrated into safe, walkable neighborhoods. Successful equitable transit communities are created through inclusive planning and decision-making processes, resulting in development outcomes that accommodate future residential and employment growth, increase opportunity and mobility for existing communities, and enhance public health for socially and economically diverse populations. Sound Transit recognizes its role in advancing equitable TOD, which focuses growth around transit facilities and leverages transit investments to produce regional and local benefits such as increased ridership, housing and employment options, and walkable, livable communities. The agency is committed to TOD that is equitable by ensuring that:
 - 1.2.1 The processes to plan, develop and implement TOD are inclusive and reflective of the local community, with the goal of a shared station area vision between the agency, community and local jurisdiction.
 - 1.2.2 TOD outcomes benefit and support existing low-income communities and residents of color.
 - 1.2.3 Station areas include housing options for families of many sizes and various income levels, provide social and economic opportunity for current and future residents, and increase access to regional employment, health and educational centers.

2.0 Policy

- 2.1 **Goals.** Sound Transit establishes the following goals for implementing TOD:
 - 2.1.1 Increase the value and effectiveness of transit by increasing transit ridership.
 - 2.1.2 Support implementation of state, regional and local growth plans, policies and strategies.
 - 2.1.3 Make equitable TOD an integral component of and supportive of transit project planning and delivery.
 - 2.1.4 Engage a broad cross-section of the public, reflecting diverse communities.
 - 2.1.5 Encourage the creation of diverse housing options near transit with priority to affordability.
 - 2.1.6 Encourage convenient, safe multi-modal access to the transit system, with an emphasis on non-motorized access.

2.2 Strategies

- 2.2.1 **Integrated project delivery.** Sound Transit facilitates TOD through all phases of its transit projects including early system planning, design, construction, and transit system operations. The agency documents evaluations and decisions to ensure continuity throughout project delivery. Sound Transit utilizes TOD, urban design best practices and engagement with local communities to plan and design station areas that integrate with the surrounding community and promote agency and community TOD opportunities.
- 2.2.2 **Engagement.** Sound Transit fosters relationships with local and regional stakeholders, including, but not limited to, jurisdictions, community organizations, property owners, partners and the public, to implement TOD. The agency works closely with local communities and jurisdictions to develop a vision for station areas and goals for equitable development.
- 2.2.3 **Fiscal responsibility.** Sound Transit makes decisions about TOD delivery in the context of project delivery, consistent with Sound Transit's primary responsibility to build and operate the regional high-capacity transit system. Revenue from property disposition supports the delivery of system expansion projects and programs and transit operations.
- 2.2.4 **Types of TOD.** Sound Transit implements equitable TOD on its excess or surplus property and promotes equitable TOD on non-owned property around its transit facilities. Recognizing that TOD may, and often does, involve a combination of actions by Sound Transit, local and regional stakeholders, and private and public development, the following terms clarify Sound Transit's role:
 - 2.2.4.a **Agency TOD:** Facilitate or create TOD on Sound Transit property that is no longer needed for a transit purpose or has additional capacity that could be utilized for TOD. Agency TOD may include joint development and other partnerships. Sound Transit takes the lead role in identifying and implementing agency TOD strategies.
 - 2.2.4.b **Community TOD:** Support and promote TOD within the area around a Sound Transit facility (generally ½ mile, or a 10-15 minute walk, and along corridors that provide key connections to the regional transit system). Strategies that support community TOD may be identified and facilitated by Sound Transit or by others and may include partnerships.
- 2.2.5 **Partnerships.** Sound Transit seeks partnerships with local and regional stakeholders, as allowed by law, for property acquisition and disposition activities to better deliver transit project elements and TOD. Sound Transit generally defines a TOD partner as a public or private entity that adequately shares in risks and benefits and commits time and resources to achieving TOD goals near Sound Transit projects.
- 2.2.6 **Housing options.** Sound Transit seeks proposals from developers that align with local goals and deliver a variety of housing options within its TOD projects to support various income levels and family sizes. Sound Transit explores home ownership models, disposition strategies that allow for mixed-income development, and community/mission ownership opportunities.

- 2.2.7 **Property acquisition.** Sound Transit acquires property for transit purposes. During acquisition of land sufficient to construct and operate the transit facility, Sound Transit considers how potential excess or surplus property after construction may be used for TOD, including such factors as size, configuration and relationship to a future transit facility. This consideration allows the agency to make intentional decisions about property acquisitions and how the final footprint of the agency's constructed facility may allow future excess Sound Transit property or adjacent property to be effectively developed into agency or community TOD.
- 2.2.8 **Property disposition.** Sound Transit disposes of property, in a manner consistent with federal requirements and state law prioritizing affordable housing, to support agency projects, plans and goals including the implementation of a regional equitable TOD strategy.
- 2.2.9 **TOD completion.** Sound Transit strives for the completion of agency TOD at the time the transit project opens or service begins, while considering the agency's property needs for construction and operations of the transit system.
- 2.3 **External Engagement Approach.** Sound Transit commits to inclusive and transparent engagement, starting early in transit project development and throughout project delivery. Sound Transit:
 - 2.3.1 Collaborates with local and regional stakeholders to articulate a development vision and goals for station areas when planning and developing transit projects.
 - 2.3.2 Resources engagement efforts to be equal in opportunity, accessibility and inclusive of existing low-income and minority populations, with particular emphasis on underrepresented communities.
 - 2.3.3 Engages jurisdictions having local land use authority early in project planning to leverage Sound Transit investments to implement agency and community TOD, consistent with local plans.
 - 2.3.4 Works with local and regional stakeholders to shape local plans that support Sound Transit's investments, encourage TOD-supportive public policy and promote TOD best practices.
 - 2.3.5 Seeks input through public engagement that informs, involves, and empowers people and communities. Engagement strives to include low-income communities, communities of color, immigrants, refugees, and other underrepresented and vulnerable populations.
 - 2.3.6 Uses a variety of innovative methods and technology to reach and engage stakeholders, including outreach and communication methods relevant to specific low-income, minority or immigrant populations reliant on interpretation or translation services.
- 2.4 **Integrated Project Delivery Approach**
 - 2.4.1 **Sound Transit commits to TOD analysis and measures early in system planning and throughout transit project delivery.** Sound Transit:
 - 2.4.1.a Incorporates TOD criteria as a decision-making factor during alternatives development, alternatives selection, design and transit project delivery activities. Sound Transit reports through project development on how project decisions affect and support TOD. For example, criteria could

include consideration of land use and local comprehensive plans, as well as feasibility of redevelopment.

- 2.4.1.b Considers how the siting, configuration, design and use of a transit facility connects to adjacent land uses and results in high-quality public spaces and a sense of place.
- 2.4.1.c Identifies and pursues strategies that minimize displacement of existing businesses and individuals from properties impacted by Sound Transit.
- 2.4.1.d Incorporates sustainability measures in TOD, including, but not limited to, green building standards for development, shared utilities or other site-specific measures that support feasible sustainable development practices.

2.4.2 Sound Transit acquires property in a manner that considers TOD in selecting among otherwise reasonable and legally permissible alternatives for the acquisition, use and disposition of land. Sound Transit considers how the siting, configuration or design of a transit facility may affect or facilitate:

- 2.4.2.a Availability of air rights for TOD.
- 2.4.2.b Availability of excess or surplus for TOD.
- 2.4.2.c Opportunities for community TOD.
- 2.4.2.d Access and connections between a transit facility and community TOD.
- 2.4.2.e Configuration of developable remaining parcels, while avoiding the creation of unbuildable, residual parcels whenever possible.

2.4.3 Sound Transit pursues joint or co-development of transit facilities, where such opportunities exist. Sound Transit:

- 2.4.3.a Considers alternative methods to deliver transit project elements and TOD.
- 2.4.3.b Evaluates options to co-locate transit facilities and TOD, including mixed- and shared-use parking.

2.5 Equitable TOD Implementation Approach

2.5.1 Sound Transit generates revenue through property disposition to support the delivery of the agency's voter-approved plans. Sound Transit:

- 2.5.1.a Develops and implements an approach for its surplus property and joint development portfolio to satisfy the revenue projections identified within Sound Transit's financial plan.
- 2.5.1.b Implements property discounts, including no cost transfers where appropriate, to achieve affordable housing development, consistent with state law. All property discounts, if offered, for affordable housing development will be determined by the Board and informed by a financial assessment that includes relevant project, corridor and overall system expansion delivery analysis, as well as a gap analysis demonstrating the necessity of the property discount for the project to succeed. A property discount must be commensurate with the affordable housing outcomes achieved.

- 2.5.1.c Evaluates opportunities to capture property value to support affordable housing development, including, but not limited to, allowing cross-subsidy across a master development site or through transfer of development rights to a market-rate site generating revenue to support affordable housing development.
 - 2.5.1.d Recovers infrastructure costs that support TOD, including joint development.
 - 2.5.1.e Sells property as-is except under extenuating circumstances. When Sound Transit is leasing its property for long-term development, the agency may remediate environmental conditions.
 - 2.5.1.f Disposes of property in manners consistent with requirements governing the funding used for the property's initial purchase, i.e. recoups any and all federal dollars used to purchase the property, unless otherwise permitted by the Federal Transit Administration.
- 2.5.2 Sound Transit leverages available funding sources and strategies to facilitate equitable TOD. Sound Transit:**
- 2.5.2.a Seeks, as appropriate, direct or alternate funding sources to support joint or co-development of property by others.
 - 2.5.2.b Explores local, state and federal funding opportunities that allow for TOD and provide for local flexibility in joint development or property disposition.
 - 2.5.2.c Coordinates with local jurisdictions, housing authorities and other funders on available funding resources for affordable housing projects.
 - 2.5.2.d Builds relationships with affordable housing funders and seeks opportunities to jointly offer properties to qualified entities with committed funding.
 - 2.5.2.e Develops and implements guidelines for investment in a revolving loan fund that considers multiple strategies to promote the development of affordable housing near transit stations or on Sound Transit properties.
- 2.5.3 Sound Transit maintains a flexible approach to optimize equitable TOD outcomes on its excess or surplus property, including opportunities for affordable housing development. Sound Transit:**
- 2.5.3.a Develops and implements approaches to determining the suitability of surplus property for housing development to support equitable TOD. These approaches consider individual property characteristics, input from qualified entities and the vision of local municipalities.
 - 2.5.3.b Explores community and mission-based development opportunities that minimize displacement risk for low-income communities and communities of color by utilizing creative development delivery strategies, including community ownership models to build local wealth and support existing populations.
 - 2.5.3.c Develops and implements a TOD portfolio-wide approach, consistent with statutory requirements for affordable housing, prioritizing development near transit stations.

- 2.5.3.d Evaluates qualifications regarding experience, ability to perform, responsiveness to the local community and project financing plans for developers or partners of joint development, disposition or leasing of property before finalizing applicable agreements.
- 2.5.3.e Evaluates projects against TOD criteria, as appropriate, when considering proposals for developing agency TOD opportunities, including, but not limited to, inclusion of space for small businesses, child/health care services and cultural/community institutions.
- 2.5.4 **Development of property leased by the agency will occur consistent with agency labor standards for Sound Transit construction projects.** When Sound Transit leases property around stations for TOD, it will, consistent with law, include in its evaluation criteria whether a proposer demonstrates:
 - 2.5.4.a Inclusion of all members of the workforce, including underrepresented groups, and workforce utilization goals.
 - 2.5.4.b Apprenticeship and work-training opportunities.
 - 2.5.4.c Plans to keep workers safe at job sites.
 - 2.5.4.d Area standards for wages and benefits.
 - 2.5.4.e Equivalent pay for equivalent work for all workers.
- 2.6 **Reporting and Accountability Approach.** Sound Transit develops necessary plans, procedures and/or guidelines to implement this policy. Sound Transit staff report at least annually to the Board to inform the Board on TOD progress.
 - 2.6.1 Sound Transit staff will develop equitable TOD guidelines and/or procedures with direction from Board and input from diverse stakeholders and partners. Equitable TOD guidelines and/or procedures will address, but not be limited to, the following:
 - 2.6.1.a Station area planning and evaluation of joint development opportunities.
 - 2.6.1.b Disposition methods the agency will use for TOD.
 - 2.6.1.c Engagement strategy for planning and implementing TOD.
 - 2.6.2 A regional equitable TOD plan will strategically capture the agency's excess and surplus property inventory in time increments with annual offer and disposition targets identified, tracked and reported to the Board. The agency's excess and surplus property inventory is fluid, and this approach allows the agency to work strategically with local jurisdictions, regional stakeholders, qualified entities and housing funders on portfolio collaboration and coordination. The plan will:
 - 2.6.2.a Identify properties suitable for development as housing that are anticipated to be offered to qualified entities, as defined in statute, and those that will be offered more broadly.
 - 2.6.2.b Capture financial plan assumptions and report the status of recouping the agency's financial plan assumptions for property disposition revenue.
 - 2.6.2.c Align with regional planning efforts.
 - 2.6.3 The Board will receive an annual report on the TOD program status and performance in meeting statutory requirements and other targets identified in the TOD plan. The report will also describe development and implementation of equitable TOD guidelines and/or procedures.

3.0 References

- 3.1 Resolution No. R2016-16 Sound Transit 3 Regional Transit System Plan
- 3.2 Resolution No. R2013-30 Real Property Excess, Surplus and Disposition Policy
- 3.3 Resolution No. R2009-24 Scope Control Policy
- 3.4 Resolution No. 98-20-1 Real Property Acquisition and Relocation Policies, Procedures and Guidelines
- 3.5 Resolution No. 78-2 Delegation of Authority Policy for Procurement, Agreements and Real Property
- 3.6 Resolution No. R2011-15 Inclusive Public Participation and Community Outreach (Title VI) Policy
- 3.7 Resolution No. R2013-03 Parking and System Access Policy
- 3.8 Resolution No. R2007-12 Sustainability Initiative

ADOPTED by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on April 26, 2018.



John Marchione
Board Vice Chair

ATTEST:



Kathryn Flores
Board Administrator

**Exhibit A2
to Design And Construction Agreement
Transit Access Improvements At 130th Station**

TOD Objectives

[See Attached]

BelRed TOD Planning Principles

As reviewed and edited by Council January 25, 2016

BelRed TOD Planning Principles

1. Aggressively pursue the objectives of both parties is to establish higher density, mixed use, and walkable station area TOD, concurrent with the start of East Link service.
2. Activate station areas with development that is compact, mixed use and walkable. Higher densities within BelRed station nodes are essential to the BelRed vision, transit ridership, and Bellevue's land use and economic development strategy.
3. Include a mix of housing affordability in TOD to meet adopted BelRed policy targets for affordable housing and the goals of the Growing Transit Communities partnership.
4. Ensure that TOD design fully realizes the BelRed vision, with development oriented to streets and public areas, with innovative green building technologies, and with amenities including parks, open spaces, trail system, and stream restoration.
5. Provide bike and pedestrian connections from station areas, including connections to existing and planned regional trail systems. Connections need to occur early in redevelopment.
6. Include City of Bellevue as lead or co-lead for any technical studies or agreements that involve TOD on Sound Transit surplus parcels at the OMSF or 130th Station.
7. Within the BelRed Vision, provide flexibility to pursue special opportunities, such as the Global Innovation Exchange.
8. Provide for early integration of TOD with other program elements so that TOD can be completed with the start of light rail service.

120th Station Area/OMSF Draft TOD Planning Principles

1. TOD development should be located in closest proximity to future Spring District/120th Station (southern portion of available OMSF acquired parcels).
2. TOD on all Phase 1 OMSF parcels should achieve "critical mass" urban densities that contribute to a vibrant neighborhood center.
3. OMSF TOD parcels (Phase 1 and 2) should provide bicycle and pedestrian connections to the future Eastside Rail Corridor trail system. These connections should be made as early as practicably possible.
4. Phase 1 OMSF TOD parcels should be marketed with the goal of TOD developed on all 3 parcels with the start of East Link service.
5. The City, with Sound Transit and KC Metro shall continue to explore different mechanisms, consistent with the 3-party agreement for the future development of Phase 2 (parcels 4 and 5) of TOD, including the potential future realignment of 120th Ave NE.
6. TOD at the OMSF will forward the BelRed vision for a compact, mixed use and walkable center focused on office with retail, education and housing, including affordable housing.
7. Consider stakeholder input prior to agreements between the City and Sound Transit and other work leading up to the selection of the TOD developer. City of Bellevue will consider community input including "key elements" identified by the Stakeholder group.
8. Encourage innovation in building structures (LEED, Green, living walls, etc.)

130th Station Area TOD Planning Principles

- 1. Integrate the full 300 stall park and ride into a larger TOD facility that advances the BelRed vision and activates the station area.**
- 2. Transfer the 130th parcels to the City at the earliest opportunity in order to best accomplish the partners' goals as stated in the updated MOU. The City will be responsible for ensuring that staging needs are met and park and ride stalls are available at beginning of light rail service; while also advancing development of TOD to serve as a catalyst for other station area development.**
- 3. Include a mix of market and affordable housing in TOD at 130th, utilizing public and private resources.**
- 4. Provide Goff Creek restoration and alignment consistent with BelRed vision; options are shown in the 130th Station Area Plan report.**
- 5. Advance the 130th/BelRed Station Area planning vision for a vibrant, diverse and walkable neighborhood focused on housing that includes affordable housing, retail, and plazas.**
- 6. Explore opportunities for public uses including publicly owned facilities within 130th TOD.**

**Exhibit B
to Design And Construction Agreement
Transit Access Improvements At The 130th Station**

FTA Requirements

[See Attached]



EXHIBIT B
TO DESIGN AND CONSTRUCTION AGREEMENT
TRANSIT ACCESS IMPROVEMENTS AT 130TH STATION

SECTION 00 73 73 – FEDERAL PROVISIONS

INCORPORATION OF FTA PROVISIONS

1.01 APPLICABILITY OF FEDERAL GRANT CONTRACT

- A. This procurement may be subject to one or more financial assistance contracts between Sound Transit and the U.S. Department of Transportation (DOT), which incorporate the current FTA Master Agreement and Circular 4220.1 as amended.
- B. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1, as amended, and the Master Grant Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Sound Transit request that would cause Sound Transit to be in violation of the FTA terms and conditions.
- C. The FTA Master Agreement obligates Sound Transit to incorporate certain provisions into this Contract and any lower tier subcontracts at any level and to take appropriate measures to ensure that Contractor and its lower tier Subcontractors at any level comply with certain applicable requirements set forth in the Master Agreement. The following provisions of the FTA Master Agreement are hereby incorporated by reference into this Contract, and the Contractor shall comply with all such requirements.
- D. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Sound Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
- E. Copies of the FTA Circular 4220.1, as amended, and the Master Grant Agreement are available from Sound Transit.

1.02 FEDERAL FUNDING LIMITATION

The Contractor understands that a portion of the funds to pay for the Contractor's performance under this Contract are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All such funds must be approved and administered by FTA. Sound Transit's obligation hereunder is, in part, payable from funds that are appropriated and allocated by FTA for the performance of this Contract. If such funds are not allocated, or ultimately are disapproved by FTA, Sound Transit may be required to terminate or suspend the Contractor's services. In such event, the Contract may at Sound Transit's option be terminated for convenience in accordance with these General Conditions.

1.03 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- A. Notwithstanding that the Federal Government may have concurred in or approved the solicitation for this Contract, the Federal Government is not a party to this Contract and has no obligations or



liabilities to any entity other than Sound Transit, including the Contractor and its Subcontractors and Suppliers at any tier.

- B. The Contractor agrees to include the above clause in each Subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provision.

1.04 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- A. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- B. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. C. By signing and submitting its Bid, the Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by Sound Transit. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to remedies available to Sound Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.05 FEDERAL LOBBYING RESTRICTIONS

- A. This Contract is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and U.S. DOT regulations "New Restrictions on Lobbying," 49 CFR Part 20, which prohibits Federal funds from being expended to influence or to attempt to influence an officer or employee of any agency, members of Congress, an office or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federally funded contract, the making of any Federal grant or loan, or entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. Contractors and Subcontractors at any time who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.



- C. The Contractor shall submit the "Certification Regarding Lobbying," included in the Bid documents. The Contractor's signature on this certification shall certify that: a) it has not engaged in the prohibited activity and b) the language of the certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such Subcontractors shall certify and disclose accordingly. Sound Transit is responsible for keeping the certification form of the Contractor, who is in turn responsible for keeping the certification forms of Subcontractors. Further, by executing the Contract, the Contractor agrees to comply with these laws and regulations.
- D. If the Contractor has engaged in any lobbying activities to influence or attempt to influence the awarding of this Contract, the Contractor must disclose these activities. In such a case, the Contractor shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities." Sound Transit must also receive all disclosure forms.
- E. The Contractor and any Subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of a previously filed disclosure form. An event that materially affects the accuracy of the information reported includes:
1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence this federally funded Contract; or
 2. A change in the person(s) influencing or attempting to influence this federally funded Contract; or
 3. A change in the officer(s), employee(s) or member contracted to influence or attempt to influence this federally funded Contract.

1.06 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.



- C. The Contractor agrees to include the above two clauses in each Subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

1.07 ANTI-KICKBACK

- A. Sound Transit and contractors are required to comply with the Copeland "Anti-Kickback" Act, 18 USC § 874 and 40 USC § 276(c), as supplemented in U.S. Department of Labor regulations, 29 CFR Part 3. Under state and federal law, it is a violation for Sound Transit employees, proposers, bidders, contractors or subcontractors to accept or offer any money or benefit as a reward for favorable treatment in connection with the award of a contract or the purchase of goods or services.
- B. "Kick-Back" as defined by Federal Acquisition Regulations (FAR), means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided directly or indirectly to any prime contractor, prime contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

1.08 CIVIL RIGHTS

In addition to the provisions in Section 00 73 39 00, Diversity Program Provisions, the following requirements pertaining to nondiscrimination and civil rights apply to the underlying contract:

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, Executive Order 11246 as amended, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, gender identity, status as a parent, marital status, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulation, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive

00 73 73



orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

As required by 41 CFR 60-1.4, during the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, gender identity, status as a parent, marital status, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, marital status or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may



be imposed and remedies invoked as provided in Executive Order 11246, amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the portion of the sentence immediately preceding paragraph 1.a and the provisions of paragraphs 1.a through 1.f in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- h. The Contractor and its Subcontractors shall include the equal employment opportunity clause set forth in paragraph 1.a above in each of their non-exempt Subcontracts.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the "Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Federal Equal Employment Opportunity Requirements

As required by 41 CFR 60-4.2, the Contractor shall take into account the following provisions in performing the Work:

- a. The Contractor shall comply with the Federal Equal Employment Opportunity (EEO) Requirements.
- b. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows (unless modified by the federal government):



- Minority participation in each trade (King County) – 7.2%
- Minority participation in each trade (Snohomish County) – 7.2%
- Minority participation in each trade (Pierce County) – 6.2%
- Female participation in each trade (Nationwide) – 6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) Business Days of award of any construction Subcontract in excess of \$10,000 at any tier for construction work under this Contract. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the Subcontract is to be performed.
- d. As used in this Notice, and in this Contract, the "covered area" is Snohomish, King and Pierce Counties of the State of Washington.

5. EEO Construction Contract Specifications

As required by 41 CFR 60-4.3, the Contractor shall comply with the following:

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- a. As used in these specifications:



- (1) "Covered area" is Snohomish, King and Pierce Counties of the State of Washington.
 - (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (4) "Minorities" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.
- b. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the Work involving any construction trade, it shall physically include in each Subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which are set forth in this Contract.
- c. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- d. The Contractor shall implement the specific affirmative action standards provided in paragraphs g(1) through g(16) below. The goals set forth in this Contract are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- g. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its



unions have employment opportunities available, and maintain a record of the organizations' responses.

- (3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- (4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor minority persons or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under g(2) above.
- (6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.



- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the new media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipate doing business.
- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (15) Document and maintain a record of all solicitations of offers for subcontract from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- h. The Contractor is encouraged to participate in voluntary associations which assist in fulfilling one or more of its affirmative action obligations (paragraphs g(1) through g(16) above). The efforts of a contractor association, joint contractor union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under g(1) through g(16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- i. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- j. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- k. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- l. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the



implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- n. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

6. The Contractor also agrees to include these requirements in each Subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

C. Flow Down

The Civil Rights requirements flow down to the Contractor and its subcontractors at every tier.

1.09 BUY AMERICA REQUIREMENTS

- A. The Contractor agrees to comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by the FTA or the product is subject to a general waiver. General Waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out in section 165(b)(3), of the Surface Transportation Assistance Act of 1982 and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.
- B. A bidder or offeror must submit to Sound Transit the appropriate Buy America certification, attached herein, with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors
- C. Whether or not a Bidder certifies that it will comply with the applicable requirement, Bidder will be bound by its original certification and is not permitted to change its certification after the time that the Bid is submitted, except for clerical error. A Bidder that certifies that it will comply with

00 73 73



the applicable Buy America requirements may not change its certification at any point, and is not eligible for waiver of those requirements. (Buy America Regulations, 49 CFR Part 661.13(c))

- D. If the Bidder is unable to certify compliance, but believes that it may qualify for an exception to the requirement consistent with section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, Sound Transit, on behalf of the Bidder, will tender the request for exception(s) to FTA for review and approval. Sound Transit does not warrant that any such request will be acted upon in accordance with the Bidder's time frame. Failure to achieve an exception will not relieve the Bidder of its responsibilities under this Section.

1.10 CARGO PREFERENCE

Pursuant to 46 CFR Part 381, the Contractor agrees:

- A. To utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
- B. To furnish within twenty (20) Days following the date of loading for shipments originating within the United States, or within thirty (30) Business Days following the date of loading for shipment originating outside the United States, a legible copy of a rated, commercial ocean bill of lading in English for each shipment of cargo described in paragraph A above to Sound Transit (through the prime Contractor in the case of Subcontractor bills of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, SW, Washington, D.C., 20590, marked with appropriate identification of the Project.
- C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.
- D. The Contractor must properly execute and submit with its Bid the "Cargo Preference Certificate" which is included in the Contract Documents, if applicable.

1.11 FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 40018 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.



1.12 RECOVERED MATERIALS

- A. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247.
- B. These requirements flow down to all Contractor and Subcontractor tiers.

1.13 ENERGY CONSERVATION

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- B. These requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

1.14 CLEAN WATER

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each Subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.15 CLEAN AIR

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to Sound Transit and understands and agrees that Sound Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each Subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.16 MIGRATORY BIRD TREATY ACT

The Contractor shall comply with the Migratory Bird Treaty Act (MBTA), 16 U.S.C. Sections 703-712, 50 C.F.R. Section 10.13 and all amendments, which makes it illegal for anyone to take, possess, import, export, transport, sell, or offer for sale, purchase, or barter, any migratory bird, or other parts, nests, or eggs of such a bird except unless and except as permitted by regulations or under the terms of a valid permit issued by the Secretary of the Interior.

1.17 SEISMIC SAFETY

The Contractor agrees that any new building or addition to an existing building will be constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety 00 73 73



Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

1.18 ELECTRONIC AND INFORMATION TECHNOLOGY

When providing reports or other information to Sound Transit, or to the Federal Transit Administration (FTA), among others, on behalf of Sound Transit, the Contractor agrees to prepare such reports or information using electronic or information technology capable of assuring that the reports or information delivered will meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194.

1.19 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

In addition to the Disadvantaged Business Enterprise Program provisions set forth in Section 00 733 39, the Contractor shall comply with the following requirements:

- A. As a recipient of financial assistance from the federal Department of Transportation (DOT), through the Federal Transit Administration (FTA), Sound Transit developed and administers a Disadvantaged Business Enterprise (DBE) Program in accordance with 49 Code of Federal Regulations (CFR) Part 26. The Contractor shall review and comply with applicable provisions in 49 CFR Part 26 and Section 00 73 39 of this Contract.
- B. The Contractor shall comply with the following assurance:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Sound Transit deems appropriate.
- C. The Contractor shall include in each Subcontract it awards pursuant to this Contract the following assurance:

"The subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this subcontract. The subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the subcontractor to carry out these requirements is a material breach of this subcontract, which may result in the termination of this subcontract or such other remedy as the Contractor or Sound Transit deems appropriate."

1.20 NO TEXTING WHILE DRIVING

- A. Contractor shall comply with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009. Contractor shall:



-
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving;
 2. Contractor-owned or Contractor-rented vehicles or Government-owned, leased or rented vehicles;
 3. Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
 4. Any vehicle, on or off duty, and using an employer supplied electronic device.
 5. Conduct workplace safety initiatives in a manner commensurate with the Contractor's size, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. "Driving" is defined as operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- C. "Text Messaging" is defined as reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law. D. Contractor shall include this provision in all subcontracts at all tiers.

Exhibit C
to Design And Construction Agreement
Transit Access Improvements At The 130th Station

Right of Entry Agreement

RIGHT-OF-ENTRY AGREEMENT

Project: 130th Station Conveyance Agreement
Grantor: **CITY OF BELLEVUE**, a Washington municipal corporation
Grantee: **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority of the State of Washington

Abbreviated

Legal

Description: **Portion of the SE 1/4 of the NE 1/4 of Section 28-25-5; and Portion of Lot B, City of Bellevue Short Plat 75-18 (Revised) recorded under Recording No. 7612230730**

Assessor's Property Tax Parcel Number(s): **2825059159, 2825059040, & 2825059191**

RECITALS

A. The undersigned, **CITY OF BELLEVUE** ("City" or "Grantor") and **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, ("**Sound Transit**" or "Grantee") have entered into that certain Conveyance Agreement for Property At 130th Station (the "**Conveyance Agreement**"), concerning certain real property described in the Conveyance Agreement. Pursuant to the Conveyance Agreement, Grantee shall construct an at-grade light rail station with platforms located between 130th Avenue NE and 132nd Avenue NE in Bellevue (the "**130th Station**") to be located immediately adjacent to the future extension of NE Spring Boulevard; and

B. Under the Conveyance Agreement, Grantor has the right to acquire the property described in the attached Exhibit "A" ("**130th Parcels**") from Grantee upon the satisfaction of certain conditions set forth in the Conveyance Agreement, and the closing under the Conveyance Agreement is expected to occur on or before November 30, 2020; and

C. Grantor and Grantee acknowledge that after Grantee's conveyance of the Property to Grantor, Grantee may need to utilize portions of the 130th Parcels immediately adjacent to the 130th Station to support completion of Grantee's Systems contract, which shall include storage of a Conex box parking for two service vehicles and vehicular and pedestrian access to the 130th Station; and

D. Grantee acknowledges that Grantor has plans to construct two roadway projects adjacent to the 130th Station, commonly known as "NE Spring Boulevard Zone 4" and "130th Avenue NE" (the "**Roadway Projects**"), utilizing portions of the 130th Parcels.

E. Sound Transit also acknowledges that Bellevue plans to construct permanent or temporary transit access improvements ("**TAIs**") on the 130th Parcels according to the terms of the Conveyance Agreement.

F. Per that certain Transit Way Agreement separately entered into by Grantor and Grantee, Grantor has already issued Grantee a Right of Way Use permit for use of the right of way for construction of the 130th Station and East Link project.

G. Grantor desires to grant to Grantee a right of entry to the 130th Parcels in accordance with the terms and conditions of this Right of Entry Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth in this Right of Entry Agreement, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **License.**

Grantor hereby grants to Grantee, its successor and/or assigns, a non-exclusive revocable license to access and use the 130th Parcels, subject to the terms and conditions in this Right of Entry Agreement ("**License**").

2. **Pre-Mobilization Use.**

Until such time as Grantor mobilizes on the 130th Parcels for construction of either of the Roadway Projects or permanent or temporary TAIs ("**Mobilization**"), Grantee may access and utilize the 130th Parcels for its Systems contract needs.

3. **Post-Mobilization Use.**

Following Mobilization, Grantee's contractor and Grantor's contractor shall coordinate to: (a) locate one Conex box and park two service vehicles in close proximity to the 130th Station either within right-of-way adjacent to the 130th Parcels or other property acceptable to both Grantor and Grantee so as to reasonably minimize interference with construction of either of the Roadway Projects or permanent or temporary TAIs; and (b) provide Grantee vehicular and pedestrian access to and from said Conex box and parking and the 130th Station. Grantor shall provide Grantee written notice at least two (2) weeks' prior to requiring any relocation of Grantee's Conex box. When providing such notice Grantor shall designate a new location for the Conex box that is reasonably acceptable to Grantee. In addition, Grantor will include specification language in its contract(s) for the Roadway Projects or temporary or permanent TAIs to require that a Hi Rail Access point to the 130th Station be maintained at 130th Avenue NE and NE Spring Blvd or 132nd Avenue NE and NE Spring Blvd for Grantee's use for its Systems contract.

4. **Periods of Unavailability for Vehicular Access.**

Grantee acknowledges that vehicular access to the 130th Station across the 130th Parcels may be unavailable from time to time during construction of either of the Roadway Projects or permanent or temporary TAIs. Grantor's contractor shall notify Grantee's contractor in writing (for which notice email is acceptable) at least: five (5) days prior to vehicular access being unavailable to Grantee.

5. Notice.

Due to the need for coordination with Grantor's ongoing construction-related activities taking place on the 130th Parcels, Grantee must notify Grantor prior to any entry onto the 130th Parcels by Grantee and/or Grantee's employees, consultants, agents, contractors, subcontractors and/or permittees. Grantee shall notify Grantor at least forty-eight (48) hours in advance of any desired entry onto the 130th Parcels. Grantee and Grantor shall direct all notification and coordination required under Sections 2, 3, 4 and 5 of this Agreement via electronic mail to the following individuals:

Grantor's representative:

City of Bellevue
Attn: Ryan Shelton
Transportation Engineer
450 110th Avenue NE
Bellevue, WA 98004
425-452-4345
rshelton@bellevuewa.gov

Grantee's representative:

Christopher Cook
Construction Manager – Systems, Design Engineering and Construction Management
Christopher.Cook@soundtransit.org
W 206-903-7234
M 404-747-5704

6. No Construction or Liens.

Grantee shall not (i) cause any improvements to be constructed within the 130th Parcels; (ii) conduct any construction activities upon the 130th Parcels; or (iii) cause any liens or encumbrances to attach to the 130th Parcels.

7. Restoration.

Prior to expiration of the term of this License, or earlier at the request of Grantor, Grantee shall, at no expense to Grantor, promptly restore the 130th Parcels as near as possible to its condition prior to Grantee's entry thereon, or to such other condition as the parties agree in writing.

8. Term.

The term of this License shall commence upon Grantor's execution and Grantee's acceptance below and expire on December 31, 2021.

9. **Insurance.**

Grantee has provided Grantor with evidence that Grantee is self-insured. Grantee shall require any of its contractors, consultants, subcontractors, agents and permittees entering the 130th Parcels to maintain insurance as required by Grantee in its standard contracts, and to name Grantor as an additional insured on such insurance.

10. **Representations and Indemnifications.**

Grantee will exercise its rights under this License in accordance with the requirements of all applicable laws, statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee expressly acknowledges that Grantor makes no guarantees, warranties or representations as to the safety or suitability of the Property for the uses authorized under this License. Grantee acknowledges that Grantee is accessing the Property in an "as-is" and "where-is" condition, with all faults and defects, latent and otherwise, and shall assume the risks that adverse physical conditions may not have been revealed by its investigation.

11. **Indemnification.**

Grantee shall protect, defend, indemnify, and hold harmless Grantor, its officers, employees and agents from and against any and all suits, claims, strict liabilities, costs, liabilities and/or damages, including, without limitation, reasonable attorneys' fees and expenses, (collectively, "Claims") that arise from or relate to the activities of Grantee and/or its officers, employees, consultants, agents, contractors, subcontractors and/or permittees on, about, or with respect to the 130th Parcels. To the extent permitted by RCW 4.24.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and/or damages arise from the sole negligence of Grantor, or Grantor's agents or employees. Grantee's obligations under this indemnity includes Claims caused by or resulting from the concurrent negligence of (i) Grantor or its agents and employees, and (ii) Grantee or its agents and employees, is valid and enforceable only to the extent of negligence by Grantee or its agents and employees. Grantee waives any immunity that would otherwise be available under the industrial insurance provisions of Title 51 RCW against the Claims to which this immunity extends.

12. **Environmental Indemnification.**

In addition to all other indemnities provided in this License, Grantee agrees to protect, defend, and indemnify and hold Grantor harmless for any Claims and Costs associated with the presence, removal or remediation of any Hazardous Substance (including petroleum and gasoline products) that are released onto or from the 130th Parcels, or otherwise come to be located on the 130th Parcels as a result of Grantee's use of the 130th Parcels. "Hazardous Substances" for purposes of this section include, but are not limited to, those substances included within the definition of "hazardous substances," "extremely hazardous substances," "hazardous materials," "hazardous chemicals," "toxic substances," "air pollutants," "hazardous wastes" or "solid wastes" in any federal, state or local law, statute, ordinance, regulation, order, or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials

Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq.; the Clean Air Act, 42 U.S.C. Section 7401, et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; or the Occupational Safety and Health Standards, 25 C.F.R. 1910-1000 et seq.; the Model Toxics Control Act , RCW chapter 70.105D, and regulations promulgated thereunder, all as amended to date and as amended hereafter. "Costs" shall include, but not be limited to, all response or remediation costs, disposal fees, investigation costs, monitoring costs, civil or criminal penalties, attorneys' fees, and other litigation costs incurred in connection with such response or remediation.

13. **Notice of Claims.**

Consistent with Grantee's indemnification obligations herein, Grantor shall give Grantee prompt notice of any Claims directly affecting Grantee about which Grantor has received formal notification. Grantee shall promptly assume responsibility for the Claim or undertake the defense of any litigation on behalf of Grantor. Grantor shall cooperate fully with Grantee in the defense of any Claim associated with this License. Grantee shall not settle any Claim associated with this License directly affecting Grantor without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

14. **Non-Waiver of Breach.**

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this License shall not impair the right of the Party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either Party to insist upon strict performance of any agreement, covenant or condition of this License, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

15. **Construction.**

The Section headings throughout this License are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this License. In the event of any ambiguity or inconsistency between the terms of this License and any other agreement entered into by Grantor and Grantee including the Conveyance Agreement for Property at 130th Station, and the Design and Construction Agreement Transit Access Improvements at 130th Station, the terms of the other agreements shall control over the terms of this License. Any reference herein to "including" means "including but not limited to."

16. **Governing Law and Venue.**

This License shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this License shall lie in the Superior Court of Washington for King County, Washington.

17. **Authority to Bind Parties and Enter Into License.**

The undersigned represent that they have full authority to enter into this License and to bind the parties for and on behalf of the legal entities set forth below.

Dated: _____

GRANTOR: CITY OF BELLEVUE

Toni Call, Finance and Asset Management Director

Approved as to Form

By: _____
Monica Buck, Assistant City Attorney

Accepted and Approved:

GRANTEE: Central Puget Sound Regional Transit Authority

Approved as to form:

By: _____

By: _____
Sound Transit Legal Counsel

Its: _____

Exhibit "A"
130th Parcels

Portion of R/W Nos. EI.-296, 297 & 299
PIN 2825059159, 2825059040 & 2825059191

PROPERTY AREA:

LOT B, CITY OF BELLEVUE SHORT PLAT NUMBER 75-18 (REVISED), RECORDED UNDER RECORDING NUMBER 7612230730, IN KING COUNTY, WASHINGTON; AND

THE SOUTH 205 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (132ND AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 7109100202;

AND EXCEPT THE WEST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (130TH AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 5341397;

AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE N88°21'09"W ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 30 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION, BEING THE WEST MARGIN OF 132ND AVENUE NORTHEAST, AND THE POINT OF BEGINNING;

THENCE CONTINUING N88°21'09"W ALONG SAID SOUTH LINE A DISTANCE OF 595.70 FEET TO THE EAST LINE OF THE WEST 30 FEET OF SAID SUBDIVISION, BEING THE EAST MARGIN OF 130TH AVENUE NORTHEAST;

THENCE N00°57'18"E ALONG SAID MARGIN A DISTANCE OF 29.60 FEET;

THENCE S88°11'38"E A DISTANCE OF 565.92 FEET;

THENCE S01°48'22"W A DISTANCE OF 14.60 FEET;

THENCE S88°11'38"E A DISTANCE OF 30.05 FEET TO THE WEST MARGIN OF 132ND AVENUE NORTHEAST;

THENCE S01°02'19"W A DISTANCE OF 13.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 159,269 SQUARE FEET, MORE OR LESS.

Earl J. Bone 2/8/19

Exhibit F
to Conveyance Agreement For Property At 130th Station

Permitted Title Exceptions

1. Easement for Electric Transmission and/or Distribution System recorded February 18, 1965 under King County Recording No. 5846180;
 2. Easement for right to erect, construct, maintain and operate an office, commercial and press building recorded January 24, 1984 under King County Recording No. 8401240640;
 3. Terms and conditions of Notice of Charges by Water, Sewer and/or Storm and Surface Water Utilities, recorded under King County Recording No. 9612200938;
 4. Matters disclosed by Survey recorded under King County Recording No. 20160105900004;
 5. Underground Utility Easement for Electric Transmission and/or Distribution System recorded July 25, 1977 under King County Recording No. 7707250653;
 6. Easement for Drainage recorded September 10, 1971 under King County Recording No. 7109100202;
 7. Easement for Electric Transmission and/or Distribution System recorded December 16, 1983 under King County Recording No. 8312160694;
 8. Access Agreement for pedestrian ingress and egress recorded October 25, 2006 under King County Recording No. 20061025000175;
 9. Covenants, Conditions and Restrictions contained in instrument recorded September 27, 1996 under King County Recording No. 9609271199 and modified by Release of Restrictive Covenant document recorded under King County Recording No. 20050810002430;
 10. Matters disclosed by Surveys recorded under King County Recording Nos. 7701279002, 8309209003 and 8402079004.
 11. Easement for Electric Utility Systems recorded May 16, 2019 under King County Recording No. 20190516000365;
 12. Memorandum of Conveyance Agreement for Property At 130th Station recorded _____, 2019 under King County Recording No. _____; and
 13. Sidewalk and Utility Easement recorded _____, 2019 under King County Recording No. _____.
-

**Exhibit G
to Conveyance Agreement For Property At 130th Station**

Sidewalk and Utility Easement

[See Attached]

WHEN RECORDED RETURN TO:

Sound Transit
Real Property Division
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

CR# _____ DATE _____ LOC _____

Sidewalk and Utility Easement

Grantor(s): Central Puget Sound Regional Transit Authority
Grantee: City of Bellevue
Abbreviated Legal Description: Portion of Sec 28 Township 25N Range 5E, NE Quarter
Assessor's Tax Parcel No(s): 2825059159, 2825059040 and 2825059191
ROW No(s): EL296, EL297, and EL299

IN THE MATTER OF:

THE GRANTOR, CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY a regional transit authority of the State of Washington, for valuable mutual benefits and public purposes, hereby grants and conveys to the GRANTEE, CITY OF BELLEVUE, a Washington municipal corporation, its successors and assigns, a permanent easement and right-of-way over, across, along, through, under and upon the real property situated in the County of King, State of Washington and legally described in Exhibit A. The easement area is legally described in Exhibit B, and depicted on Exhibit C, attached hereto and by this reference incorporated herein. Said easement contains _____ square feet, more or less.

This Grantee shall have use of the easement area for the purpose of constructing, installing, reconstructing, repairing, maintaining, improving, replacing and operating public sidewalks, retaining walls, slopes, street lighting/illumination, signal systems, landscaping, irrigation systems, utility and franchise utilities subject to all applicable municipal codes and

ROW #: EL296, EL297, and EL299

Easement
Form approved by Legal 09/30/15

regulations and all necessary connections and appurtenances thereto including but not limited to water, sanitary sewer and storm drainage systems, gas and electrical systems, vaults, meters, manholes, hydrants, and communication cables, together with the right of access to the easement area across Grantors property to enable Grantee to exercise its rights under this easement.

Grantor shall retain the right to use said easement so long as said use does not interfere with the easement rights being conveyed herein.

Grantee is also granted the right to use such additional area immediately adjacent to the above-described easement as shall be required for construction, such additional area to be held to a minimum necessary for that purpose; and after completion of construction or any subsequent entry, Grantee shall restore the affected area as near as may be to its condition immediately before such construction or entry.

Grantee will protect, save and hold harmless, and defend, with counsel of its sole reasonable choice, Grantor, its tenant(s), and their successors, assigns, customers and invitees, from all claims, actions, filed or threatened, costs, damages, or expenses of any nature whatsoever arising out of or in connection with any negligent acts or omissions of Grantee in connection with Grantee's exercise of its rights under this Easement. The obligation to protect, save and hold harmless, and defend shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of Grantor or its tenant(s), or their successors or assigns; Provided that if the claims, actions, costs, damages, or expenses are caused by or result from concurrent negligence of (a) Grantor or its tenant(s), or their successors or assigns and (b) Grantee, its agents, employees or assigns, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Grantee, its agents, employees or assigns. Grantee shall promptly notify Grantor and its tenant(s) of any loss, damage, injury or death arising out of or in connection with any acts or omissions of Grantee in connection with Grantee's exercise of its rights under this Easement.

This easement shall be a covenant running with the land and shall forever bind Grantor, their heirs, successors, and assigns.

Dated and signed on this _____ day of _____, 2019.

Grantor: **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**

By: _____

Its: _____

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING _____ }

I certify that I know or have satisfactory evidence that _____
_____ is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is)
authorized to execute the instrument and acknowledged it as the
_____ of **CENTRAL PUGET**
SOUND REGIONAL TRANSIT AUTHORITY to be the free and voluntary act of such party
for the uses and purposes mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

GRANTEE: CITY OF BELLEVUE

By: _____

Its: _____

Accepted and Approved:

By: _____

Monica Buck

Its: Assistant City Attorney

STATE OF WASHINGTON

}

} SS.

COUNTY OF KING

}

I certify that I know or have satisfactory evidence that **Nora Johnson** is the person(s) who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that (he is/she is /they are) authorized to execute the instrument and acknowledged it as the **Civic Services Director of the City of Bellevue** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

EXHIBIT "A"

R/W No. EL-296 & EL-297 & EL-299 COMBINED
PIN 2825059159 & 2825059040 & 2825059191
OWNER: SOUND TRANSIT

Grantor's Entire Parcel:

THE SOUTH 205 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE
MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE EAST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (132ND
AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 7109100202,
AND EXCEPT THE WEST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD
(130TH AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 5341397.

TOGETHER WITH:

LOT B, CITY OF BELLEVUE SHORT PLAT NUMBER 75-18 (REVISED), RECORDED UNDER
RECORDING NUMBER 7612230730, IN KING COUNTY, WASHINGTON.

EXHIBIT "B"

R/W No. EL-296 & EL-297 & EL-299 COMBINED
PIN 2825059159 & 2825059040 & 2825059191
OWNER: SOUND TRANSIT

Sidewalk Easement area:

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")
DESCRIBED AS FOLLOWS:

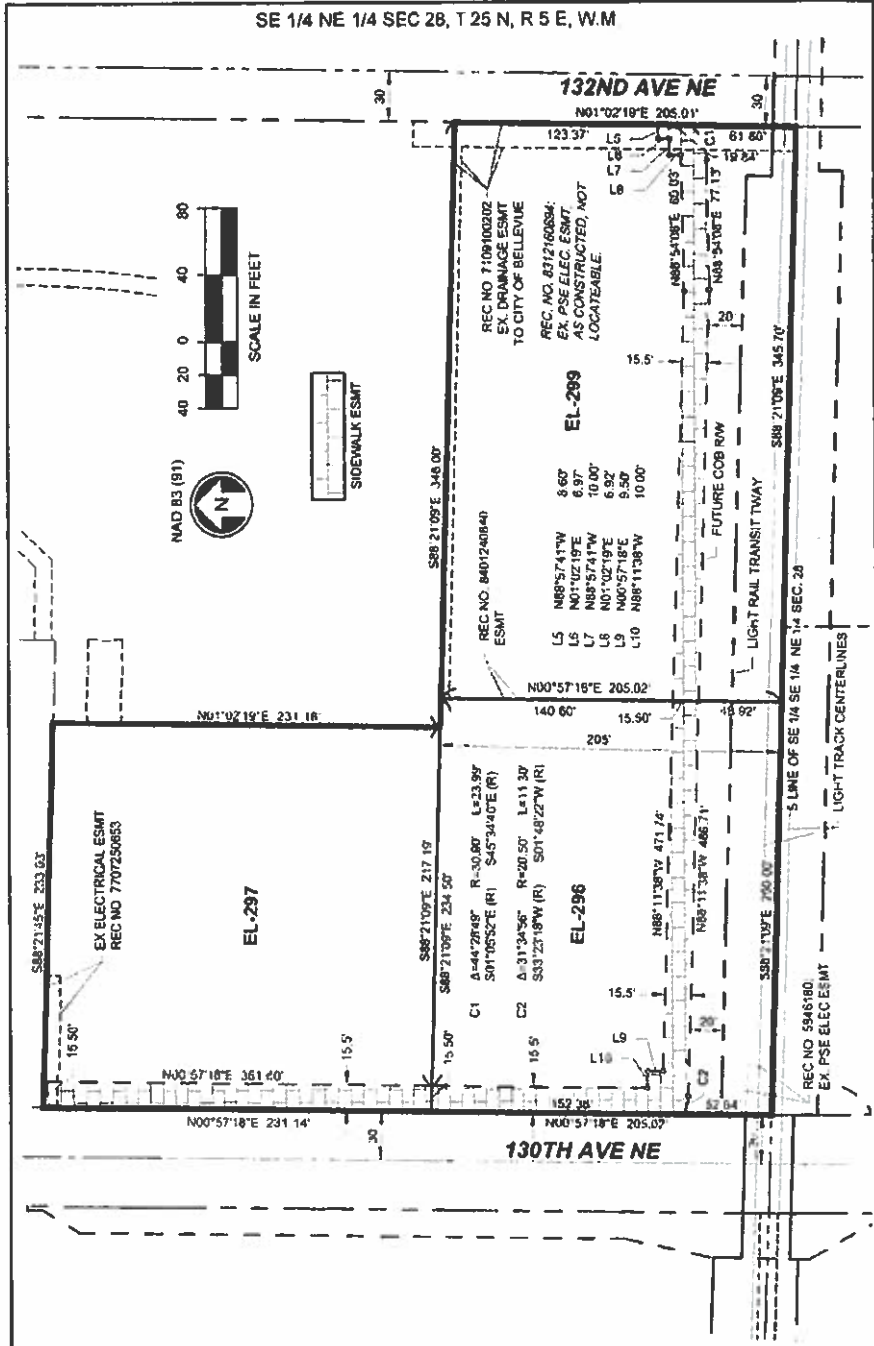
COMMENCING AT THE SOUTHWEST CORNER OF GRANTOR'S PARCEL;
THENCE N00°57'18"E ALONG THE WEST LINE OF SAID PARCEL, THE SAME BEING THE EAST
MARGIN OF 130TH AVENUE NORTHEAST, A DISTANCE OF 52.64 FEET TO THE POINT OF
BEGINNING;
THENCE CONTINUING N00°57'18"E ALONG SAID LINE A DISTANCE OF 383.52 FEET TO THE
NORTHWEST CORNER OF GRANTOR'S PARCEL;
THENCE S88°21'45"E ALONG THE NORTH LINE OF GRANTOR'S PARCEL A DISTANCE OF
15.50 FEET TO THE EAST LINE OF THE WEST 15.50 FEET OF GRANTOR'S PARCEL;
THENCE S00°57'18"W ALONG SAID LINE A DISTANCE OF 361.60 FEET;
THENCE S88°11'38"E A DISTANCE OF 10.00 FEET;
THENCE S00°57'18"W A DISTANCE OF 9.50 FEET;
THENCE S88°11'38"E A DISTANCE OF 471.74 FEET;
THENCE N88°54'08"E A DISTANCE OF 80.03 FEET TO THE WEST LINE OF THE EAST 18.60
FEET OF GRANTOR'S PARCEL;
THENCE N01°02'19"E ALONG SAID LINE A DISTANCE OF 6.92 FEET;
THENCE S88°57'41"E A DISTANCE OF 10.00 FEET;
THENCE N01°02'19"E A DISTANCE OF 6.97 FEET;
THENCE S88°57'41"E A DISTANCE OF 8.60 FEET TO THE EAST LINE OF GRANTOR'S PARCEL;
THENCE S01°02'19"W ALONG SAID EAST LINE, BEING ALSO THE WEST MARGIN OF 132ND
AVENUE NORTHEAST, A DISTANCE OF 19.84 TO THE BEGINNING OF A NON-TANGENT
CURVE TO THE RIGHT HAVING A RADIUS OF 30.90 FEET, TO WHICH POINT OF BEGINNING
A RADIAL LINE BEARS S45°34'40"E;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
44°28'49", AN ARC DISTANCE OF 23.99 FEET;
THENCE S88°54'08"W A DISTANCE OF 77.13 FEET;
THENCE N88°11'38"W A DISTANCE OF 486.71 FEET TO THE BEGINNING OF A CURVE TO THE
RIGHT HAVING A RADIUS OF 20.50 FEET;
THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
31°34'56", AN ARC DISTANCE OF 11.30 FEET TO THE POINT OF BEGINNING.



CONTAINING 15.197 SQUARE FEET. MORE OR LESS.

Earl J. Bone 2/25/19

EXHIBIT "C"
DEPICTION OF THE PROPERTY

SE 1/4 NE 1/4 SEC 28, T 25 N, R 5 E, W.M



 <p>SOUNDTRANSIT</p>		EXHIBIT "C" SIDEWALK EASEMENT R/W NO. EL-296, 297 & 299	
		PARCEL EL-296 ESMT AREA: 6,128 SF TOTAL AREA: 15,197 SF PARCEL EL-297 ESMT AREA: 3,583 SF PARCEL EL-299 ESMT AREA: 5,486 SF	ASSESSOR NOS.: (EL-297) 2825059040 (EL-296) 2825059159 (EL-299) 2825059191 OWNER: SOUND TRANSIT DATE: 2/25/19 CITY OF BELLEVUE KING COUNTY WA

LINK LIGHT RAIL TRANSIT SYSTEM

**Exhibit H-1
to Conveyance Agreement For Property At 130th Station**

Sound Transit Environmental Reports

EL296 – 1606 130th Avenue NE, Bellevue – Elufa Property

Phase I Environmental Site Assessment by Shannon & Wilson, Inc., dated 2/25/15
Phase II Environmental Site Assessment by Shannon & Wilson, Inc., dated 10/9/15
Limited Hazardous Materials Survey Report by Shannon & Wilson, Inc., dated 3/5/15

EL297 – 1700 130th Avenue NE, Bellevue – Aiphone Property

Phase I Environmental Site Assessment by Shannon & Wilson, Inc., dated 6/30/15
Limited Hazardous Materials Survey Report by Shannon & Wilson, Inc., dated 2/11/15

EL299 – 1625 132nd Avenue NE, Bellevue – Enilom Property

Phase I Environmental Site Assessment by Shannon & Wilson, Inc., dated 4/27/15
Remediation Cost Estimated dated 8/20/2015
Limited Hazardous Materials Survey Report by Shannon & Wilson, Inc., dated 2/12/15
Environmental Sampling Report dated 9/13/17
Restrictive Covenant Compliance Report
by Innovex Environmental Management, Inc., dated 4/18/2019

Complete reports are on file with the Bellevue City Clerk's Office

CR#: 74731 DATE: 04/04/19 LOC: SIGDOCS_548

CR#: 74732 DATE: 04/04/19 LOC: SIGDOCS_549

CR#: 74733 DATE: 04/04/19 LOC: SIGDOCS_550

**Exhibit H-2
to Conveyance Agreement For Property At 130th Station
Bellevue Environmental Reports**

**NE Spring Boulevard – 130th Avenue NE to 132nd Avenue NE Project
Hazardous Materials Technical Report by Parametrix, dated November 2016**

**Memorandum-Environmental Analysis of 130th Properties-East Link Extension Project by
Parametrix, dated July 14, 2017**

**Phase II Environmental Site Assessment
130th Avenue NE Properties
(EL296, EL297, and EL299)
Bellevue, Washington
by Parametrix, dated March 2018**

Complete reports are on file with the Bellevue City Clerk's Office

CR#: 74730 DATE: 04/04/19 LOC: SIGDOCS 547

CR#: 74729 DATE: 04/04/19 LOC: SIGDOCS 546

CR#: 74734 DATE: 04/04/19 LOC: SIGDOCS 551

Exhibit I
to Conveyance Agreement For Property At 130th Station

Right of Entry Agreement

[See attached]

RIGHT-OF-ENTRY AGREEMENT

Project: 130th Station Conveyance Agreement

Grantor: **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority of the State of Washington

Grantee: **CITY OF BELLEVUE**, a Washington municipal corporation

Abbreviated
Legal
Description: **Portion of the SE 1/4 of the NE 1/4 of Section 28-25-5; and Portion of Lot B, City of Bellevue Short Plat 75-18 (Revised) recorded under Recording No. 7612230730**

Assessor's Property Tax Parcel Number(s): **2825059159, 2825059040, & 2825059191**

The undersigned, **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, ("Sound Transit" or "Grantor"), hereby grants to the **CITY OF BELLEVUE** ("City" or "Grantee"), its successor and/or assigns, a revocable license for access to the property described in the attached Exhibit "A" ("130th Parcels"), subject to the terms and conditions below ("License").

1. **Entry.**

Grantee may enter upon the 130th Parcels for the purpose of work associated with environmental site assessment, planning, and survey and design, all at Grantee's sole expense, and subject to the following requirements:

Due to the need for coordination with Grantor's ongoing construction-related activities taking place on the 130th Parcels, Grantee must notify Grantor prior to any entry onto the 130th Parcels by Grantee and/or Grantee's employees, consultants, agents, contractors, subcontractors and/or permittees. Grantee shall notify Grantor at least forty-eight (48) hours in advance of any desired entry onto the 130th Parcels. Grantee shall direct all notification via electronic mail to the following individual:

Sean Duffett, PE CCM
Construction Manager
Design, Engineering and Construction Management
Sound Transit
W 206-903-7012
M 206-794-7079
Sean.duffett@soundtransit.org

2. **No Construction or Liens.**

Grantee shall not (i) cause any improvements to be constructed within the 130th Parcels; (ii) conduct any construction activities upon the 130th Parcels; or (iii) cause any liens or encumbrances to attach to the 130th Parcels.

3. **Restoration.**

At all times, Grantee shall, at no expense to Grantor, promptly restore the 130th Parcels as near as possible to its condition prior to Grantee's entry thereon.

4. **Term.**

The term of this License shall commence upon Grantor's execution and Grantee's acceptance below and expire upon conveyance of the 130th Parcels to the City.

5. **Insurance.**

Grantee has provided Grantor with evidence that Grantee is self-insured. Grantee shall require any contractors, consultants, subcontractors, agents and permittees entering the 130th Parcels to maintain insurance as required by Grantee in its standard contracts, and to name Grantor as an additional insured on such insurance.

6. **Extracted Soils Handling and Custody.**

Grantee acknowledges that some of its activities on the 130th Parcels, such as boring, may produce media that may require special handling and/or disposal. Grantee will take custody of said media and will dispose of them at its sole expense.

7. **Grantor's Use of the 130th Parcels.**

Grantee understands and acknowledges that Grantor is using the 130th Parcels for construction and construction-related activities ("Grantor's Use"). Any entry onto the 130th Parcels by Grantee and its employees, consultants, agents, contractors, subcontractors and/or permittees shall not interfere with the operation or use of the 130th Parcels by Grantor or Grantor's employees, consultants, agents, contractors, subcontractors and/or permittees, as applicable, or cause any damages to any improvements on the 130th Parcels. Any entry onto the 130th Parcels by Grantee or its employees, consultants, agents, contractors, subcontractors and/or permittees shall be coordinated with Grantor and the terms of any existing agreements between Grantor and its consultants, agents, contractors, subcontractors and/or permittees.

8. **Representations and Indemnifications.**

Grantee will exercise its rights under this License in accordance with the requirements of all applicable laws, statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee expressly acknowledges that Grantor makes no guarantees, warranties or representations as to the safety or suitability of the Property for the uses authorized under this License. Grantee acknowledges that Grantee is accessing the Property in an "as-is" and "where-is" condition, with all faults and defects, latent and otherwise, and shall assume the risks that adverse physical conditions may not have been revealed by its investigation.

9. **Indemnification.**

Grantee shall protect, defend, indemnify, and hold harmless Grantor, its officers, employees and agents from and against any and all suits, claims, strict liabilities, costs, liabilities and/or damages, including, without limitation, reasonable attorneys' fees and expenses, (collectively, "Claims") that arise from or relate to the activities of Grantee and/or its

officers, employees, consultants, agents, contractors, subcontractors and/or permittees on, about, or with respect to the 130th Parcels. To the extent permitted by RCW 4.24.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and/or damages arise from the sole negligence of Grantor, or Grantor's agents or employees. Grantee's obligations under this indemnity includes Claims caused by or resulting from the concurrent negligence of (i) Grantor or its agents and employees, and (ii) Grantee or its agents and employees, is valid and enforceable only to the extent of negligence by Grantee or its agents and employees. Grantee waives any immunity that would otherwise be available under the industrial insurance provisions of Title 51 RCW against the Claims to which this immunity extends.

10. **Environmental Indemnification.**

In addition to all other indemnities provided in this License, Grantee agrees to protect, defend, and indemnify and hold Grantor harmless for any Claims and Costs associated with the presence, removal or remediation of any Hazardous Substance (including petroleum and gasoline products) that are released onto or from the 130th Parcels, or otherwise come to be located on the 130th Parcels as a result of Grantee's use of the 130th Parcels. "Hazardous Substances" for purposes of this section include, but are not limited to, those substances included within the definition of "hazardous substances," "extremely hazardous substances," "hazardous materials," "hazardous chemicals," "toxic substances," "air pollutants," "hazardous wastes" or "solid wastes" in any federal, state or local law, statute, ordinance, regulation, order, or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq.; the Clean Air Act, 42 U.S.C. Section 7401, et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; or the Occupational Safety and Health Standards, 25 C.F.R. 1910-1000 et seq.; the Model Toxics Control Act , RCW chapter 70.105D, and regulations promulgated thereunder, all as amended to date and as amended hereafter. "Costs" shall include, but not be limited to, all response or remediation costs, disposal fees, investigation costs, monitoring costs, civil or criminal penalties, attorneys' fees, and other litigation costs incurred in connection with such response or remediation.

11. **Notice of Claims.**

Consistent with Grantee's indemnification obligations herein, Grantor shall give Grantee prompt notice of any Claims directly affecting Grantee about which Grantor has received formal notification. Grantee shall promptly assume responsibility for the Claim or undertake the defense of any litigation on behalf of Grantor. Grantor shall cooperate fully with Grantee in the defense of any Claim associated with this License. Grantee shall not settle any Claim associated with this agreement directly affecting Grantor without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

12. **Non-Waiver of Breach.**

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this License shall not impair the right of the Party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either Party to insist upon strict performance of any agreement, covenant or condition of this License, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

13. **Integration and Supersession.**

This License sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements, which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided, and no amendment or modification of this License shall be effective unless reduced to writing and executed by the parties.

14. **Governing Law and Venue.**

This License shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this License shall lie in the Superior Court of Washington for King County, Washington.

15. **Authority to Bind Parties and Enter Into License.**

The undersigned represent that they have full authority to enter into this License and to bind the parties for and on behalf of the legal entities set forth below.

Dated: _____

GRANTOR: **Central Puget Sound Regional Transit Authority**

By: _____

Its: _____

Approved as to Form

By: _____
Sound Transit Legal Counsel

Accepted and Approved:

GRANTEE:

CITY OF BELLEVUE

Approved as to form:

By _____
Toni Call
Finance and Asset Management Director

By _____
Monica Buck
Assistant City Attorney

Exhibit "A"
Property

Portion of R/W Nos. E1.-296, 297 & 299
PIN 2825059159, 2825059040 & 2825059191

PROPERTY AREA:

LOT B, CITY OF BELLEVUE SHORT PLAT NUMBER 75-18 (REVISED), RECORDED UNDER RECORDING NUMBER 7612230730, IN KING COUNTY, WASHINGTON; AND

THE SOUTH 205 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (132ND AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 7109100202;

AND EXCEPT THE WEST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (130TH AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 5341397;

AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE N88°21'09"W ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 30 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION, BEING THE WEST MARGIN OF 132ND AVENUE NORTHEAST, AND THE POINT OF BEGINNING;

THENCE CONTINUING N88°21'09"W ALONG SAID SOUTH LINE A DISTANCE OF 595.70 FEET TO THE EAST LINE OF THE WEST 30 FEET OF SAID SUBDIVISION, BEING THE EAST MARGIN OF 130TH AVENUE NORTHEAST;

THENCE N00°57'18"E ALONG SAID MARGIN A DISTANCE OF 29.60 FEET;

THENCE S88°11'38"E A DISTANCE OF 565.92 FEET;

THENCE S01°48'22"W A DISTANCE OF 14.60 FEET;

THENCE S88°11'38"E A DISTANCE OF 30.05 FEET TO THE WEST MARGIN OF 132ND AVENUE NORTHEAST;

THENCE S01°02'19"W A DISTANCE OF 13.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 159,269 SQUARE FEET, MORE OR LESS.

Earl J. Bone 2/8/19

130th STATION Legal doc

Earl J. Bone P.L.S.

2/7/2019

Exhibit J
to Conveyance Agreement For Property At 130th Station

Form of Deed to Property

[See Attached]

City of Bellevue
Real Property Division
450 110th Avenue NE
Bellevue, WA 98004

CR# _____ DATE _____ LOC _____

BARGAIN AND SALE DEED AND RESERVED EASEMENT AND COVENANT

Grantor: **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**

Grantee: **CITY OF BELLEVUE**

Abbreviated Legal Description: **Portion of the SE 1/4 of the NE 1/4 of Section 28-25-5; and Portion of Lot B, City of Bellevue Short Plat 75-18 (Revised) recorded under Recording No. 7612230730**

Assessor's Tax Parcel No.: **2825059159, 2825059040, & 2825059191**

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington ("Grantor"), for and in consideration of mutual benefits and other good and valuable consideration in hand paid, bargains, sells and conveys to **CITY OF BELLEVUE**, a Washington municipal corporation ("Grantee"), all interest in the real estate described on Exhibit A, situated in the County of King, State of Washington (the "Property").

SUBJECT TO: those matters set forth on Exhibit B attached hereto and the following reserved matters.

Grantor hereby expressly reserves to itself, its successors and assigns, and the foregoing conveyance of the Property is subject to, a perpetual Transit Access Improvements Easement, as set forth in that Transit Access Improvements Easement Agreement of even date herewith, recorded in King County under recording No. _____.

Grantor hereby expressly reserves to itself, its successors and assigns a perpetual Covenant To Use Land For Transit Oriented Development Purposes ("Covenant") that the Property shall be developed with a mixed-use urban transit oriented development, including a mix of market and affordable housing, and the foregoing conveyance of the Property is subject to the Covenant of even date herewith, recorded in King County under recording No. _____.

Dated this _____ day of _____, 20_____.

GRANTEE: City of Bellevue

By _____
Toni Call

Its: Finance and Asset Manager Director

Accepted and Approved:

By _____
Monica Buck

Its: Assistant City Attorney

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that **Toni Call** is the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the **Finance and Asset Manager Director** of the **CITY OF BELLEVUE** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

Exhibit A to Bargain and Sale Deed

Legal Description of the Property

Portion of R/W Nos. E1-296, 297 & 299
PIN 2825059159, 2825059040 & 2825059191

PROPERTY AREA:

LOT B, CITY OF BELLEVUE SHORT PLAT NUMBER 75-18 (REVISED), RECORDED UNDER RECORDING NUMBER 7612230730, IN KING COUNTY, WASHINGTON; AND

THE SOUTH 205 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (132ND AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 7109100202;

AND EXCEPT THE WEST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (130TH AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 5341397;

AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE N88°21'09"W ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 30 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION, BEING THE WEST MARGIN OF 132ND AVENUE NORTHEAST, AND THE POINT OF BEGINNING;

THENCE CONTINUING N88°21'09"W ALONG SAID SOUTH LINE A DISTANCE OF 595.70 FEET TO THE EAST LINE OF THE WEST 30 FEET OF SAID SUBDIVISION, BEING THE EAST MARGIN OF 130TH AVENUE NORTHEAST;

THENCE N00°57'18"E ALONG SAID MARGIN A DISTANCE OF 29.60 FEET;

THENCE S88°11'38"E A DISTANCE OF 565.92 FEET;

THENCE S01°48'22"W A DISTANCE OF 14.60 FEET;

THENCE S88°11'38"E A DISTANCE OF 30.05 FEET TO THE WEST MARGIN OF 132ND AVENUE NORTHEAST;

THENCE S01°02'19"W A DISTANCE OF 13.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 159,269 SQUARE FEET, MORE OR LESS.

Exhibit B to Bargain and Sale Deed

Permitted Title Exceptions

1. Easement for Electric Transmission and/or Distribution System recorded February 18, 1965 under King County Recording No. 5846180;
2. Easement for right to erect, construct, maintain and operate an office, commercial and press building recorded January 24, 1984 under King County Recording No. 8401240640;
3. Terms and conditions of Notice of Charges by Water, Sewer and/or Storm and Surface Water Utilities, recorded under King County Recording No. 9612200938;
4. Matters disclosed by Survey recorded under King County Recording No. 20160105900004;
5. Underground Utility Easement for Electric Transmission and/or Distribution System recorded July 25, 1977 under King County Recording No. 7707250653;
6. Easement for Drainage recorded September 10, 1971 under King County Recording No. 7109100202;
7. Easement for Electric Transmission and/or Distribution System recorded December 16, 1983 under King County Recording No. 8312160694;
8. Access Agreement for pedestrian ingress and egress recorded October 25, 2006 under King County Recording No. 20061025000175;
9. Covenants, Conditions and Restrictions contained in instrument recorded September 27, 1996 under King County Recording No. 9609271199 and modified by Release of Restrictive Covenant document recorded under King County Recording No. 20050810002430;
10. Matters disclosed by Surveys recorded under King County Recording Nos. 7701279002, 8309209003 and 8402079004;
11. Easement for Electric Utility Systems recorded May 16, 2019 under King County Recording No. 20190516000365;
12. Memorandum of Conveyance Agreement for Property At 130th Station recorded _____, 2019 under King County Recording No. _____; and
13. Sidewalk and Utility Easement recorded _____, 2019 under King County Recording No. _____.

**Exhibit K
to Conveyance Agreement For Property At 130th Station**

Memorandum of Agreement

[See Attached]

When Recorded, Return To:

City of Bellevue
Real Property Division
450 110th Avenue NE
Bellevue, WA 98004

CR# _____ DATE _____ LOC _____

Title of Document: Memorandum of Conveyance Agreement for Property At 130th
Station

Grantor: **Central Puget Sound Regional Transit Authority**

Grantee: **City of Bellevue**

Abbreviated Legal
Description: **Portion of the SE 1/4 of the NE 1/4 of Section 28-25-5; and
Portion of Lot B, City of Bellevue Short Plat 75-18 (Revised)
recorded under Recording No. 7612230730**

Full Legal Description on Exhibit A

Tax Account Nos: **2825059159, 2825059040 & 2825059191**

Memorandum of Conveyance Agreement for Property at 130th Station

1. Agreement. Grantor and Grantee entered into that certain Conveyance Agreement for Property At 130th Station dated _____ (the "**Agreement**"), concerning the real property (the "**Property**") located in King County, Washington, legally described on Exhibit A, whose terms and conditions are incorporated herein by this reference. Under the Agreement, Grantee has the right to acquire the Property from Grantor upon the satisfaction of certain conditions set forth in the Agreement, and the closing under the Agreement is expected to occur on or before November 30, 2020.

2. Purpose. This Memorandum is prepared for the purposes of recordation and to provide constructive notice of the Agreement, and it in no way modifies or amends the terms and conditions of the Agreement. Provisions of this Memorandum should not be used in interpreting the provisions of the Agreement. In the event of conflict between this Memorandum and the Agreement, the Agreement shall control.

EXECUTED as of _____.

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Portion of R/W Nos. E1.-296, 297 & 299
PIN 2825059159, 2825059040 & 2825059191

PROPERTY AREA:

LOT B, CITY OF BELLEVUE SHORT PLAT NUMBER 75-18 (REVISED), RECORDED UNDER RECORDING NUMBER 7612230730, IN KING COUNTY, WASHINGTON; AND

THE SOUTH 205 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (132ND AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 7109100202;

AND EXCEPT THE WEST 30 FEET THEREOF, AS CONVEYED TO THE CITY OF BELLEVUE FOR ROAD (130TH AVENUE NORTHEAST) BY DEED RECORDED UNDER RECORDING NUMBER 5341397;

AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE N88°21'09"W ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 30 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION, BEING THE WEST MARGIN OF 132ND AVENUE NORTHEAST, AND THE POINT OF BEGINNING;

THENCE CONTINUING N88°21'09"W ALONG SAID SOUTH LINE A DISTANCE OF 595.70 FEET TO THE EAST LINE OF THE WEST 30 FEET OF SAID SUBDIVISION, BEING THE EAST MARGIN OF 130TH AVENUE NORTHEAST;

THENCE N00°57'18"E ALONG SAID MARGIN A DISTANCE OF 29.60 FEET;

THENCE S88°11'38"E A DISTANCE OF 565.92 FEET;

THENCE S01°48'22"W A DISTANCE OF 14.60 FEET;

THENCE S88°11'38"E A DISTANCE OF 30.05 FEET TO THE WEST MARGIN OF 132ND AVENUE NORTHEAST;

THENCE S01°02'19"W A DISTANCE OF 13.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 159,269 SQUARE FEET, MORE OR LESS.

Earl J. Bone 2/8/19