

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

This AMENDED AND RESTATED UMBRELLA MEMORANDUM OF UNDERSTANDING (“MOU“), effective this 6th day of May, 2015, is entered into between the CITY OF BELLEVUE, a Washington municipal corporation (“City”), and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“Sound Transit”), a regional transit authority. For and in consideration of the mutual covenants contained herein, the City and Sound Transit do hereby agree as follows regarding the Sound Transit East Link Project.

RECITALS

WHEREAS, The City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and for other lawful purposes;

WHEREAS, Bellevue is the second largest city in King County, is recognized as the economic and cultural center of the Eastside, and is committed to supporting infrastructure and planning that support and enhance Bellevue’s designation as a Metropolitan Regional Growth Center;

WHEREAS, Sound Transit is a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW with all powers necessary to implement a high-capacity transit system within its boundaries in King, Pierce, and Snohomish Counties;

WHEREAS, on November 4, 2008, Central Puget Sound area voters approved the Sound Transit 2 plan, a package of transit improvements and expansions including increased bus service, increased commuter rail service, an expansion of link light rail, and improved access to transportation facilities and Sound Transit is implementing the East Link Project pursuant to its statutory authority described above and the voter approved Sound Transit 2 plan;

WHEREAS, the expansion of link light rail approved in the Sound Transit 2 plan includes an expansion of light rail from Downtown Seattle to Mercer Island, downtown Bellevue, and the Overlake Transit Center with stations serving Mercer Island, South Bellevue, downtown Bellevue, Bel-Red and Overlake areas;

WHEREAS, both before and since the public vote on Sound Transit 2, Bellevue has been engaged in extensive planning efforts for deploying light rail, including but not limited to the Bel-Red Plan, the Light Rail Best Practices Report and amendments to its Comprehensive Plan;

WHEREAS, segments of the East Link Project will be constructed and operated within Bellevue, with associated impacts and benefits for residents, businesses and visitors to Bellevue;

WHEREAS, the parties recognize the mutual benefits of a tunnel alignment through downtown Bellevue, including that such an alignment maximizes the ability of Sound Transit's high-capacity light rail system to meet long-term regional transportation needs, increases run-time predictability and light rail operational performance, while avoiding additional congestion on downtown streets and impacts to the homes and businesses in downtown Bellevue;

WHEREAS, since the public vote on Sound Transit 2, Bellevue and Sound Transit have cooperated in efforts to identify and develop a financially feasible tunnel route through Downtown Bellevue;

WHEREAS, the parties' cooperative efforts have resulted in a shorter, less expensive tunnel alternative than the alternatives originally identified in the DEIS, known as the "C9T alternative";

WHEREAS, Bellevue has demonstrated a willingness to cooperate and partner with Sound Transit in order to make the C9T affordable by reducing Sound Transit's project costs through Bellevue or by undertaking projects that reduce costs or add value to the project;

WHEREAS, on April 23, 2010 the City and Sound Transit entered into a Term Sheet which provided a general framework regarding the City's funding contributions and commitments for the East Link Project if the C9T tunnel alternative were to be ultimately selected by the Sound Transit Board as a component of the East Link Project;

WHEREAS, on July 28, 2011, the Sound Transit Board selected the alignment and station locations for construction of the East Link Project from downtown Seattle to the cities of Mercer Island, Bellevue and Redmond as set forth in Sound Transit Resolution R2011-10, incorporated by reference herein, and which includes the C9T tunnel alternative;

WHEREAS, on August 10, 2011, the City and Sound Transit entered into another Term Sheet which further defined the City's funding contributions and commitments and called for the parties to enter into good-faith negotiations to produce a binding umbrella MOU;

WHEREAS, the City owns and operates public rights-of-way, utilities, parks and other infrastructure and improvements within the City, that will be impacted by certain Project improvements. The City is responsible for managing streets and rights-of-way

and public utilities within its jurisdiction for a variety of uses and public benefits, including public safety. On November 14, 2011, the parties entered into a separate Transit Way Agreement to provide for Sound Transit's temporary and long term use of City right-of-way;

WHEREAS, the City is responsible for administering state and local land use laws and development regulations that will apply to planning, design, development and operation of the Project. Such development regulations and land use laws, including but not limited to the Growth Management Act ("GMA"), Shoreline Management Act ("SMA") and State Environmental Policy Act ("SEPA"), grant the City authority to exercise its land use powers in review of permits related to the Project and nothing herein is intended to waive such authority;

WHEREAS, the Growth Management Act (RCW 36.70A) provides that regional transportation facilities are essential public facilities and the Project is an essential public facility;

WHEREAS, the parties have a joint interest in serving Bellevue, the eastside and the Puget Sound region with high quality, convenient public transit, and the Project has the potential to provide a reliable, high frequency transportation option for Bellevue residents and regional commuters, and to benefit the eastside and Bellevue residents and workers by linking to multiple destinations in the region;

WHEREAS, the parties have a joint interest in ensuring that the Project incorporates design and mitigation measures appropriate to its impacts and represents a high-quality investment for taxpayers, the City and Sound Transit;

WHEREAS, the parties anticipate that additional agreements may be necessary to ensure successful completion of the Project;

WHEREAS, the parties desire to cooperatively identify design modifications for the Project to appropriately reduce costs, develop a protocol for sharing information in a timely manner and at stages of the Project appropriate to ensure adequate consideration of issues identified by either party, develop communication and decision making standards that maximize transparency and efficiency in decision making, and build effective cooperation between the parties;

WHEREAS, on November 15, 2011, the City and Sound Transit entered into the Umbrella MOU to construct, operate and maintain the East Link Project pursuant to the authority granted in City Resolution 8322 and Sound Transit Motion No. M2011-77;

WHEREAS, on February 25, 2013, the City, consistent with the terms of the Umbrella MOU adopted amendments to its Land Use Code;

WHEREAS, pursuant to the Umbrella MOU the Parties engaged in a collaborative process for design and development of the East Link Project, including identifying potential cost savings and alignment modifications;

WHEREAS, on March 26, 2013 Sound Transit completed and published the East Link Extension 2013 SEPA Addendum evaluating the potential modifications;

WHEREAS, on April 22, 2013 the Bellevue City council passed Resolution No. 8576 endorsing modifications for inclusion in the East Link Project and approving the East Link Project alignment location and general profile;

WHEREAS, on April 25, 2013, the Sound Transit Board adopted (1) Resolution No. R2013-09 selecting the route, profiles, and station locations for the East Link Project, including the City's endorsed modifications, thereby necessitating amendments to the Umbrella MOU and (2) Motion 2013-27 authorizing the chief executive officer to execute amendments to the Umbrella MOU;

WHEREAS, the Parties executed the First Amendment to the Umbrella MOU on June 21, 2013 pursuant to the authority granted in City Resolution 8576 and Sound Transit Motion No. M2013-27;

WHEREAS, the Umbrella MOU contemplated that the City and Sound Transit would confirm the MOU Baseline and make any adjustments to the City Contingency in writing when all required costs of the Project were available;

WHEREAS, through the Collaborative Design Process the Project design is now between 60-100% complete, Sound Transit has prepared the Baseline Project Cost estimate, and after reviewing the costs of the Project the City and Sound Transit have determined that elimination of the City Contingency is appropriate at this time;

WHEREAS, the "Up-Front Contribution" as identified in the Umbrella MOU has been updated in this MOU as the "City Contribution" and is detailed in Exhibit D-1;

WHEREAS, pursuant to Motion No. M2014-51, on July 24, 2014, the Sound Transit Board identified a site in the Bel-Red corridor as the preferred alternative for a new Link Operations and Maintenance Satellite Facility (OMSF) to be evaluated in a Final Environmental Impact Statement and that the City and Sound Transit acknowledge that the review of alternatives is still ongoing and that the Sound Transit Board has not made a final decision regarding the OMSF site, but that a number of items of mutual concern should be addressed in this MOU in the event that the Sound Transit Board ultimately selects an OMSF site in Bellevue after completion of the Final EIS;

WHEREAS, the parties have worked through the Collaborative Design Process to identify projects to be completed jointly for reduced impacts to the public, and overall cost savings and efficiencies; and

WHEREAS, this MOU is specifically authorized by the Interlocal Cooperation Act set forth in chapter 39.34 of the Revised Code of Washington.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties hereby agree that this MOU and its following terms and conditions shall supersede and replace the terms of the Umbrella MOU dated November 15, 2011 and the First Amendment to the MOU dated June 21, 2013, and agree to the terms and conditions as follows:

1.0 DEFINITIONS

For purposes of this MOU, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the context requires. The words “shall” and “will” are mandatory and the word “may” is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

- 1.1 Memorandum of Understanding. “Memorandum of Understanding,” “MOU,” or “Agreement” means this Amended and Restated Umbrella Memorandum of Understanding approved by appropriate action of the City and of Sound Transit.
- 1.2 City. “City” means the City of Bellevue and any successor or assignee following an assignment that is permitted under this MOU.
- 1.3 [Intentionally deleted].
- 1.4 City Contribution. The “City Contribution” consists of the elements described in Exhibit D-1 attached hereto and incorporated herein.
- 1.5 Liability. “Liability” means all loss, damage, cost, expense (including costs of investigation and attorneys’ and expert witness fees and expenses at arbitration, trial or appeal and without institution of arbitration or suit), claims and demands of whatever kind or nature (including those arising under the Federal Employers Liability Act), arising out of or relating to this MOU or occurring on or relating to the design, construction and/or operation of the Light Rail Transit System described herein.
- 1.6 Light Rail Transit Facility. “Light Rail Transit Facility” means a structure, rail track, equipment, maintenance base or other improvement of a Light Rail Transit System, including but not limited to ventilation structures, traction power substations, Light Rail Transit Stations and related passenger amenities, bus

layover and inter-modal passenger transfer facilities, park-and-ride lots, and transit station access facilities.

- 1.7 Light Rail Transit System. “Light Rail Transit System” means a public rail transit line that operates at grade level or above or below grade level, and that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under chapter 81.112 RCW. A Light Rail Transit System may be designed to share a street right-of-way although it may also use a separate right-of-way.
- 1.8 [Intentionally deleted].
- 1.9 Parties. “Parties” means the City of Bellevue and Sound Transit.
- 1.10 Passenger. “Passenger” means any person who is not an employee or agent of Sound Transit, and who is using any Sound Transit Light Rail Transit Facility.
- 1.11 [Intentionally deleted].
- 1.12 Project. “Project” means the segments of the Light Rail Transit System in the City of Bellevue as described in Exhibit C-1 (Project Description), attached and incorporated herein, and as may be modified as described in this MOU.
- 1.13 [Intentionally deleted].
- 1.14 Sound Transit. “Sound Transit” means the Central Puget Sound Regional Transit Authority, and any other entity to the extent such entity, as permitted under this MOU, is exercising any rights to operate the Light Rail Transit System over any portion of the Light Rail Transit Way pursuant to a specific written grant of such rights by Sound Transit.
- 1.15 Third Party. “Third Party” means any person other than the City or an employee of the City and any person other than Sound Transit or an employee of Sound Transit.
- 1.16 [Intentionally deleted].
- 1.17 Operation and Maintenance Satellite Facility. “Operation and Maintenance Satellite Facility” (“OMSF”) is a type of essential public facility, and refers to a regional light rail transit facility component used for overnight storage and maintenance of an expanded fleet of up to 96 light rail vehicles as described in the Sound Transit “Link Operations and Maintenance Satellite Facility Environmental Scoping Information Report” dated September 2012, and other related documents.

- 1.18 Transit-Oriented Development. “Transit-oriented development” (“TOD”) is high-density, mixed-use, pedestrian-oriented development that maximizes the functional relationship between land use and transit.
- 1.19 Additional City Property. “Additional City Property” means those property interests in the Lincoln Plaza property, and additional property interests in the City Hall and the City-owned Metro properties required for the Project but not identified until after the time of Sound Transit Preliminary Engineering and therefore not included in the Umbrella MOU, which will be transferred to Sound Transit subject to the terms and conditions of this MOU.
- 1.20 130th Avenue NE Parcels. The three parcels of land acquired by Sound Transit located north of the proposed 130th Avenue NE Station under King County Assessor Parcel Nos. 2825059040, 2825059159, and 2825059191.

2.0 COOPERATION AND GOOD FAITH EFFORTS

- 2.1 The parties understand and agree that the process described in this MOU depends upon timely and open communication and cooperation between the parties. In this regard, communication of issues, changes, or problems that arise in the acquisitions, in identifying the parcels or property rights to be transferred, or with any aspect of the performance of terms of this MOU should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues in a manner that ensures adequate time for each party to work through issues.
- 2.2 The parties acknowledge that this MOU contemplates the execution and delivery of a number of future documents, instruments and permits, the final form and contents of which are not presently determined. The parties agree to provide the necessary resources and to work in good faith to diligently and timely develop the final form and contents of such documents, instruments and permits.
- 2.3 The parties may apply for grants to supplement either party’s funds as contemplated by this MOU. Upon request, each party will provide letters of support for and otherwise cooperate fully in grant applications made by either party.
- 2.4 Attached to this MOU is Exhibit E-1 (Collaborative Design Process, or “CDP”), attached hereto and incorporated herein, adopted and incorporated herein by this reference, explaining in further detail the CDP the parties have followed and will continue to utilize through completion of design as further defined in this MOU.

3.0 SEPA COMPLIANCE

3.1 Sound Transit is the “lead agency” for purposes of the Project, as described herein, compliance with the State Environmental Policy Act, RCW Chapter 43.21C (“SEPA”). The City agrees that the Project has been subject to procedural and substantive SEPA through issuance of the following environmental documents, which, together with any subsequent environmental documents issued by the lead agency, comprise the “Project Environmental Documents,” incorporated herein by reference:

- (a) East Link Project Draft Environmental Impact Statement, December 12, 2008 (“DEIS”).
- (b) East Link Project Supplemental Draft Environmental Impact Statement, November 12, 2010 (“SDEIS”).
- (c) East Link Project Final Environmental Impact Statement, July 15, 2011 (“FEIS”).
- (d) East Link Extension 2013 SEPA Addendum, March 25, 2013 (“Addendum”).
- (e) The related documents referenced in the DEIS, SDEIS, or FEIS, or Addendum, including but not limited to those submitted by the City.

3.2 Sound Transit acknowledges that it has applied for, or is in the process of applying for, the required permits for the Project from the City and that the City’s issuance of permits for the Project is an action which may be subject to SEPA. The parties agree that pursuant to WAC 197-11-600 (adopted by reference in Bellevue City Code (“BCC”) Section 22.02.020) as supplemented by BCC 22.02.037, the Project Environmental Documents will be used by the City unchanged for its review and decisions on permit applications related to the Project, unless otherwise indicated pursuant to WAC 197-11-600(3) or BCC 22.02.037.

4.0 CITY FUNDING CONTRIBUTIONS FOR DOWNTOWN TUNNEL

4.1 Description of City Contribution. The City shall provide the City Contribution set forth in Exhibit D-1 attached hereto and incorporated herein.

4.2 [Intentionally deleted].

4.3 Timing and Application of City Contribution.

- a) The credit value of the property components of the City Contribution is permanently set as shown in Exhibit D-1. Except as set forth in such Exhibit,

the City shall assume the sole risk and receive the full benefit for any differences between estimated and actual purchase prices.

b) The remaining balance of the City Up-Front Contribution will be due for each component as set forth in Exhibit D-1. The credit value for the private utilities and 112th Overlay and the cash payment for public utilities and the Bellevue Way HOV STP Grant Non-Properties components of the City Contribution shall be set at the amount identified in Exhibit D-1.

c) [Intentionally deleted].

d) [Intentionally deleted].

5.0 [Intentionally deleted].

6.0 [Intentionally deleted, this provision of the MOU dated November 15, 2011 has been satisfied by adoption of Part 20.25M LUC on February 25, 2013].

7.0 SUBSEQUENT FUTURE AGREEMENTS

7.1 The parties contemplate that additional agreements, subsequent to execution of this MOU, may be necessary to fully implement the Project. The parties agree to work cooperatively to negotiate in good faith to develop the final form and contents of such agreements as needed, including but not limited to, development agreement(s) as described in Section 20.0 and project coordination agreements set forth in Section 21.0

7.2 [Intentionally deleted].

8.0 PERMITS

8.1 Sound Transit, at its sole cost and expense, shall (i) secure and maintain in effect, all federal, state, and local permits and licenses required for the construction, operation and maintenance of the Light Rail Transit System and OMSF including, without limitation, crossing, zoning, land use, shoreline, rights-of-way, building, health, environmental and communication permits and licenses, and (ii) indemnify the City against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by the City in curing any such failures.

8.2 The City shall not hinder Sound Transit's attempts to secure, obtain, and maintain, at Sound Transit's sole cost and expense, any permits, licenses or approvals of other governmental agencies or authorities, or of any necessary Third Parties, for the use of any structures or facilities consistent with cooperative goals outlined in this MOU. Nothing in this Section is intended to prevent the City's participation in the review procedures of such other

governmental agencies or authorities to the fullest extent provided by law, including commenting on impacts and mitigation, so long as such comments are consistent with the Project Description.

- 8.3 Nothing in this MOU shall be deemed a waiver of the City's regulatory authority nor a predetermination of the compliance of the Project, the OMSF, or projects identified in Section 21.0 with applicable codes and regulations.
- 8.4 Sound Transit's design and construction of the Project and OMSF is subject to a financial assistance contract between Sound Transit and the Federal Transit Administration ("FTA"). Both parties recognize that the FTA may request a change to this MOU to comply with its funding requirements. The parties agree to consider any such request in good faith.

9.0 LIABILITY, INDEMNIFICATION

- 9.1 Sound Transit shall indemnify, defend, and hold the City harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including, without limitation, attorneys' and expert witness fees) arising or growing out of or in connection with or related to, either directly or indirectly, the design, construction, maintenance, operation, repair, removal, occupancy, and use of the OMSF or the Light Rail Transit System in the Light Rail Transit Way, except to the extent such claims arise from the sole or partial negligence, errors or omissions of the City, its employees, servants, and agents.
- 9.2 Consistent with Sound Transit's indemnification obligations herein, the City shall give Sound Transit prompt notice of any claims directly affecting Sound Transit about which the City has received formal notification. Sound Transit shall promptly assume responsibility for the claim or undertake the defense of any litigation on behalf of the City. The City shall cooperate fully with Sound Transit in the defense of any claim associated with this MOU. The City shall not settle any claim associated with this agreement directly affecting Sound Transit without the prior written consent of Sound Transit, which consent shall not be unreasonably withheld.
- 9.3 Sound Transit expressly assumes potential liability for actions brought by Sound Transit's employees and agents against the City and, solely for the purpose of this indemnification, expressly waives any immunity under the Industrial Insurance Law, Title 51 RCW. Sound Transit acknowledges that this waiver was entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.
- 9.4 The indemnification obligations provided in this Section shall survive termination of this MOU.

10.0 INSURANCE

- 10.1 Sound Transit shall maintain, throughout the term of this MOU and for six (6) years after its termination, an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Sound Transit shall secure and maintain in effect insurance adequate to protect the City against claims or lawsuits that may arise as a result of the design, construction, operation, maintenance, repair, removal, occupancy, or use of the OMSF or the Light Rail Transit System in the Light Rail Transit Way, including, without limitation: (i) commercial general liability insurance; (ii) workers' compensation insurance (to the extent required by law); (iii) employer's liability insurance; (iv) auto liability coverage for Any auto); (v) environmental liability insurance; and, (vii) during the construction phase, builder's risk.
- 10.2 Sound Transit shall carry such insurance with insurers who are licensed to do business in the State of Washington or self-insure or participate in an insurance pool or pools at levels of coverage or with reserves adequate, in the reasonable judgment of Sound Transit, to protect Sound Transit and the City against loss, and as are ordinarily carried by municipal or privately owned entities engaged in the operation of systems comparable to the OMSF or the Light Rail Transit System. Sound Transit shall also require any contractors or subcontractors working on the OMSF or the Light Rail Transit System in the Light Rail Transit Way to maintain insurance as noted herein and to name the City as an additional insured on their commercial general liability, auto liability, environmental liability. Sound Transit shall also either require any professional services consultants, subconsultants, contractors or subcontractors working on the OMSF or the Light Rail Transit System project to carry appropriate levels of Professional Liability insurance coverage during the course of design, engineering, and construction or Sound Transit may itself acquire such insurance or self-insure the work.
- 10.3 Sound Transit shall file with the City's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Sound Transit shall provide the City's Risk Manager with Certificates of Insurance reflecting evidence of the required insurance, naming the City as an additional insured where appropriate, to evidence continued coverage during the term of this MOU and for six years after its termination,. The certificates shall contain a provision that coverage shall not be canceled until at least thirty (30) days' prior written notice has been given to the City.
- 10.4 If Sound Transit fails to maintain the required insurance, the City may order Sound Transit to stop constructing or operating the OMSF or the Light Rail

Transit System in the Light Rail Transit Way until the required insurance is obtained.

- 10.5 On City projects impacting the Light Rail Transit Way, the City shall require any contractors or subcontractors to maintain insurance as required by the City in its standard contracts, and to name Sound Transit as an additional insured on their required insurance. The City shall also either require any professional services consultants, subconsultants, contractors or subcontractors working on City projects impacting the Light Rail Transit Way to carry appropriate levels of Professional Liability insurance coverage during the course of design, engineering, and construction or the City may itself acquire such insurance or self-insure the work.

11.0 DISPUTE RESOLUTION

- 11.1 The parties agree that neither party shall take or join any action in any judicial, or administrative forum to challenge actions of the other party associated with this MOU or the Project, except as set forth in this MOU.
- 11.2 Any disputes or questions of interpretation of this MOU that may arise between Sound Transit and the City shall be governed under the dispute resolution provisions in this Section. The parties agree that cooperation and communication are essential to resolving issues efficiently. The parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process.
- 11.3 The parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.
- 11.4 The parties agree to use their best efforts to resolve disputes arising out of or related to this MOU using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:
- (a) Level One - Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.
 - (b) Level Two - Sound Transit's Executive Director of Design, Engineering and Construction Management, or Designee and the City's Development Services Director, or Designee shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) business days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.

- (c) Level Three - Sound Transit's Chief Executive Officer or Designee and the City Manager or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

11.5 Except as otherwise specified in this MOU, in the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the parties shall continue to perform any undisputed obligations and make any undisputed required payments under this MOU in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this MOU to the contrary, neither party has an obligation to agree to refer the dispute to mediation or other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

12.0 DEFAULT

12.1 No party shall be in default under this MOU unless it has failed to perform under this MOU for a period of thirty (30) 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 30-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 ninety (90) days to complete without mutual written consent. Any dispute regarding the existence of a default or appropriate cure shall be handled through dispute resolution.

13.0 REMEDIES; ENFORCEMENT

13.1 The parties reserve the right to exercise any and all of the following remedies, singly or in combination, and consistent with the dispute resolution and default Sections of this MOU, in the event the other violates any provision of this MOU:

- (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 if no one party prevails entirely) shall be entitled to reasonable attorney fees and costs.

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

13.3 Neither party shall be relieved of any of its obligations to comply promptly with any provision of this MOU 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.

14.0 TERM; TERMINATION

14.1 This MOU shall be effective as of the date the last party signs. Unless terminated sooner pursuant to the terms hereof, this MOU shall remain in effect until the later of (1) five (5) years after commencement of Project operation, or (2) the parties successful completion of the terms and commitments set forth in this MOU.

14.2 [Intentionally deleted. The Parties agree that this section of the November 15, 2011 MOU has been satisfied].

14.3 In the event that a portion of the Project to be constructed in the City is for any reason determined by the Sound Transit Board or by the City of Bellevue, to be unaffordable due to increased cost or insufficient revenue legally available under the Project financial plan or without additional voter approval to the party responsible for contributing the revenue, or to be impractical or infeasible to accomplish due to changed or unforeseen conditions, legal prohibition, or force majeure events, the parties are excused from further performance under this MOU. In the event the parties are excused from further performance, the parties will work cooperatively to identify appropriate revisions to the Project's scope; schedule or budget, provided however, any final decisions regarding revisions to the Project's scope, schedule or budget will be made by the Sound Transit Board consistent with the policies in the approved ST 2 Plan. The parties shall also cooperatively address Sound Transit's need for and use of city-owned properties. In the event the Project alignment is revised, and certain properties conveyed by the City as part of this MOU are no longer needed for the Project, Sound Transit shall convey such property rights back to the City at no additional cost.

15.0 COVENANTS AND WARRANTIES

15.1 By execution of this MOU, the City warrants:

- (a) That the City has the full right and authority to enter into and perform this MOU, and that by entering into or performing this MOU the City is not knowingly in violation of any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and
- (b) That the execution, delivery and performance of this MOU by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this MOU, and that, upon approval by the City, the joinder or consent of any other party, including a

court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this MOU.

15.2 By execution of this MOU, Sound Transit warrants:

- (a) That Sound Transit has full right and authority to enter into and perform this MOU in accordance with the terms hereof, and by entering into or performing under this MOU, Sound Transit is not knowingly in violation of any of its agency governance rules, or any law, regulation or agreement by which it is bound or to which it is subject; and
- (b) That the execution, delivery and performance of this MOU by Sound Transit has been duly authorized by all requisite Board action, that the signatories for Sound Transit hereto are authorized to sign this MOU, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this MOU.

16.0 RECORDINGS, TAXES AND OTHER CHARGES

16.1 Sound Transit shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of any permits that may be granted hereunder. Sound Transit further agrees that if it is determined by any federal, state, or local governmental authority that the sale, acquisition, license, grant, transfer, or disposition of any part or portion of the Light Rail Transit Facilities or rights herein described requires the payment of any tax, levy, excise, assessment, or charges (including, without limitation, property, sales or use tax) under any statute, regulation, or rule, Sound Transit shall pay the same, plus any penalty and/or interest thereon, directly to said taxing authority and shall hold the City harmless therefrom. Sound Transit shall pay all taxes, levies, excises, assessments, or charges, including any penalties and/or interest thereon, levied or assessed on the OMSF or on the Light Rail Transit Facilities, or on account of their existence or use (including increases attributable to such existence or use, and excluding taxes based on the income of the City), and shall indemnify the City against payment thereof. Sound Transit shall have the right to claim, and the City shall reasonably cooperate with Sound Transit in the prosecution of any such claim for refund, rebate, reduction or abatement of such tax(es); provided, however, that such obligation to cooperate shall not apply to claims for refunds, rebates, reduction or abatement of such taxes levied by the City, which such claims shall be processed in accordance with City codes and regulations.

16.2 The City may, in its sole discretion and without obligation, pay any tax, levy, excise, assessment or charge, plus any penalty and/or interest thereon, imposed upon Sound Transit for which Sound Transit is obligated pursuant to this Section if Sound Transit does not pay such tax, levy, excise, assessment, or charge when

due. Sound Transit shall reimburse the City for any such payment made pursuant to the previous sentence, plus interest at the prime rate per annum, as published in the Wall Street Journal.

17.0 ASSIGNABILITY

- 17.1 This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assignees. No assignment hereof or sublease shall be valid for any purpose without the prior written consent of the other party, and any attempt by one party to assign or license the rights or obligations hereunder without prior written consent will give the other party the right, at its written election, immediately to terminate this MOU or take any other lesser action with respect thereto. The above requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a party, (ii) any governmental entity merger, consolidation, or reorganization, whether voluntary or involuntary, or (iii) a sublease or assignment of this MOU (in whole or in part) to a governmental entity; provided, however, that no sublease or assignment under (ii) or (iii) shall be permitted to a governmental entity not operating, constructing or maintaining a Light Rail Transit System on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this MOU.
- 17.2 Either party hereto may assign any monetary receivables due them under this MOU; provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this MOU.
- 17.3 Neither this MOU nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

18.0 DESIGNATED REPRESENTATIVES

- 18.1 To promote effective intergovernmental cooperation and efficiencies, each party shall designate a representative (“Designated Representative”) who shall be responsible for coordination of communications between the parties and shall act as the point of contact for each party. The Designated Representatives shall communicate regularly to discuss the status of the tasks to be performed, identify upcoming Project decisions and any information or input necessary to inform those decisions, and to resolve any issues or disputes related to the Project, consistent with Section 11.
- 18.2 Communication of issues, changes, or problems that may arise with any aspect of the Project should occur as early as possible in the process, and not wait for specific due dates or deadlines. The Designated Representatives shall use reasonable efforts to provide up-to-date and best available information to the other party promptly after such information is obtained or developed.

18.3 Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this MOU. The parties reserve the right to change Designated Representatives, by written notice to the other party during the term of this MOU. Each party's Designated Representative is identified in Exhibit H-1, attached and incorporated herein.

19.0 NOTICE

19.1 Unless otherwise provided herein, all notices and communications concerning this MOU 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.

19.2 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 herein. However, notice under Section 14, Termination, must be delivered in person or by certified mail, return receipt requested.

20.0 OPERATIONS AND MAINTENANCE SATELLITE FACILITY

20.1 The parties acknowledge that environmental review of the OMSF sites is ongoing and that the Sound Transit Board has not made a final decision regarding the OMSF site. Upon execution of this MOU, Sound Transit shall incorporate the design elements contained in Section 20.2 in its environmental review of the OMSF. The parties agree to the terms in this Section to address items of mutual concern in the event that the Sound Transit Board ultimately selects an OMSF site in Bellevue after completion of the Final EIS.

20.2 The design elements described in this Section 20, which support and complement the Bel-Red Subarea Plan vision, and which also work to sustain the value of Sound Transit's potential future surplus property and encourage timely TOD in furtherance of the Bel-Red Subarea Plan vision, will be included in the appropriate phases of engineering design of the OMSF. If an OMSF site in Bellevue is selected, the following design elements will be included as a part of the OMSF project scope:

- (a) Water, sewer, storm sewer, electrical, natural gas, communications (e.g. fiber, cable) utilities, sized adequately to serve the future development identified through the process described in Section 20.4. The utilities will be designed and constructed by Sound Transit, at the appropriate phase of engineering and development, with stub-outs to each of the future development parcels as generally depicted and described in the

Development Scenario – Phase 1, attached and incorporated herein as Exhibit I-1.

- (b) Allow future TOD construction on Parcels 1-5 with minimal disruption to OMSF, as generally depicted and described in the Development Scenario Phases 1 and 2, attached and incorporated herein as Exhibits I-1 and I-2 including, without limitation: (i) a structural shear wall between the maintenance building and wash bay designed to allow development of a partially cantilevered structure on Parcel 5; (ii) providing points of access to such development parcels from 120th Ave NE; (iii) designing traction power system such that segments can be powered off temporarily; and (iv) other such items identified as necessary during design to allow future TOD construction.
- (c) Design the OMSF site to accommodate construction and location of the future street network within and adjacent to the OMSF to support all the potential TOD parcels (Phases 1 and 2), the raised vehicle and pedestrian access roadway south of TOD Parcels 1 and 2, and provide access from 120th Ave NE to permanent parking on the OMSF site for Sound Transit employees in the approximate locations shown on Exhibit I-1 and I-2 consistent with City standards, including curb (regular and raised), gutters, sidewalks, surface water drainage, landscaping, and street and pedestrian lighting, and supporting the potential future relocation of 120th Avenue NE.
- (d) Design Integration of the OMSF with surrounding architecture and future potential TOD development, as shown on Development Scenario Phases 1 and 2, Exhibit I-1 and I-2, including permanent parking for Sound Transit employees with access from 120th Ave NE. Such design integration must be consistent with the then applicable Bel-Red zoning and design guidelines and standards, and include accommodation of screening the OMSF along 120th Ave. NE. At a minimum, and without modifying any of the requirements of the Land Use Code, design integration will require:
 - (i) An appropriate TOD edge, with any structures architecturally compatible with urban TOD design and anticipated Bel-Red development as a Phase 1 condition along 120th Ave NE, including the maintenance building interface with 120th Ave NE.
 - (ii) Separation between the OMSF development and the current alignment of 120th Avenue NE sufficient to allow the future TOD Parcels 1-5 as generally depicted in Exhibits I-1 and I-2, with interim conditions for this area established by the design standards and guidelines applicable to Bel-Red.
 - (iii) Site design to ensure visual relief and pedestrian safety, through fencing and landscaping, along boundary with the ERC to

complement the regional recreational experience of the ERC trail contemplated in subsection (h) below.

- (iv) Temporary outdoor storage shall have visual screening from 120th Ave. NE, the ERC, and adjoining properties provided by perimeter fencing and/or landscaping.
 - (v) All heavy maintenance, major repair activities, and exterior vehicle washing shall occur inside enclosed structures.
- (e) 120th Avenue NE frontage improvements, which will be limited to a 14-foot wide asphalt or pervious pavement interim multipurpose path, separated from the roadway, along the western edge of the current alignment of 120th Avenue NE and landscaping along 120th Avenue NE. Notwithstanding the foregoing, Sound Transit acknowledges that future overlay of the roadway may be required as condition of the ROW use permit.
- (f) Upon completion and acceptance by the City of the frontage improvements and landscaping described above, the City may request the “Sound Transit Property” be dedicated to the City in fee simple. In exchange for such dedication, the City shall transfer the “City Parcel #1099100104” to Sound Transit pursuant to any applicable requirements. The “Sound Transit Property” and “City Parcel #1099100104” referred to herein are as generally depicted and described in the Property Exchange Exhibit J, attached and incorporated herein.
- (g) Bike and pedestrian connections between the future East Side Rail Corridor (“ERC”) trail system to 120th Avenue NE, consistent with City standards, as depicted in Exhibit I-1. The trail on the north side of OMSF shall be constructed at the same time and in the same manner as the ERC interim trail described in subsection h below. The south trail, which is a raised facility, shall be built concurrent with the street network on the south side of the OMSF identified in subsection (c) above. Public easements over both trail connections shall be provided subject to terms acceptable to the City and Sound Transit.
- (h) Collaborate with King County to designate a location within the ERC where an interim trail may be developed from the pedestrian connection between the Hospital Station and 116th Ave to SR520. Consistent with existing legal relationships within the corridor, facilitate and finance construction of the interim trail generally consistent with the crushed rock development method in the City of Kirkland interim trail. Sound Transit shall use its best efforts to obtain the approvals necessary from King County and any other necessary approvals in order to facilitate construction of the interim trail concurrent with development of East Link Project and the OMSF facility. It is acknowledged that Sound Transit may

be required to actually construct the improvements in order to meet this objective.

- (i) The City of Bellevue acknowledges the extensive work completed to date by Sound Transit to identify and evaluate suitable and feasible wetland mitigation sites in Kelsey Creek basin for East Link and further acknowledges that additional feasible mitigation sites in the West Tributary Kelsey Creek basin are lacking. Accordingly, if further design, development and environmental review of the OMSF project, including all of the design and other features described herein identify wetland impacts, mitigation for such impacts shall be provided pursuant to the requirements of the City of Bellevue Land Use Code provisions, including Section 20.25H.105, while considering prior efforts as described above.
- (j) Accommodate future daylighting of the creek, as depicted and generally described in Exhibit I-2.
- (k) Design the interim employee surface parking located at the southern end of the OMSF site in a manner that allows the area to be integrated into a future development as part of a permanent parking solution associated with the future TOD Development Parcel 3, Phase 1.
- (l) The EIS for the OMSF shall include analysis of construction noise and vibration impacts to Children's Hospital and Bellevue Clinic and Surgery Center.
- (m) Sound Transit agrees that the OMSF is subject to the requirements of Chapter 9.18 BCC and that the motor vehicle exemptions set forth in BCC Section 9.18.020.A.7 and 9.18.020.B.5 do not apply and that noise from trains at the OMSF shall be kept at a minimum.

20.3 The City will initiate the code amendment process to consider allowing the OMSF under a Process II permit as described in Exhibit K, attached and incorporated herein, within thirty (30) days of the Sound Transit Board's selection of the OMSF project to be built, provided the design elements described in Section 20.2 are included as part of the project scope for the OMSF. The legislative action identified in this section is subject to final decision by the Bellevue City Council, and nothing in this MOU shall constitute a waiver of that authority or a commitment to any particular final decision.

20.4 Within sixty (60) days of selection of an OMSF site in Bellevue, the parties shall commission a market analysis to consider future TOD for Phase 1 of attached Exhibit I-1 including the items of mutual concern set forth in this Section 20.4. The market analysis shall be completed at Sound Transit's sole cost and expense, but both parties shall be in agreement as to the scope of work and consultant selection.

Based on the results of the market analysis, the parties shall work cooperatively and expeditiously to negotiate in good faith the final form and contents of a development agreement that identifies the type of development envisioned for the Phase 1 parcels, so as to create marketable lots, including the appropriate mixture of Sound Transit and private uses, housing affordability, and amenities that support that vision. Both parties share a common interest in creating TOD opportunities that provide certainty for developers, the City and community, facilitate acquisition of the Phase 1 Parcels at market rates for development consistent with the Bel-Red Subarea Plan standards and that can be achieved efficiently within the timeframe referenced in 20.4(h) below.

The development agreement must set forth the development standards and other provisions that shall apply to, govern and vest development, use, and mitigation required for the TOD parcels. Development standards include, but are not limited to:

- (a) Project elements such as residential densities, and nonresidential densities and intensities or building sizes;
- (b) Mitigation measures and development conditions;
- (c) Design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, green factors, FAR transfer provisions, and other development features; and
- (d) Review procedures and standards for implementing decisions in a timely and predictable manner.

In addition, the development agreement must set forth the roles and responsibilities of each party with respect to the following items of mutual concern:

- (e) Developer access plan: Sound Transit to document how TOD developers would be able to access the OMSF site for TOD development during OMSF operations, consistent with the design developed in Section 20.2 above. Such access plan to be approved by the City, which approval shall not be unreasonably withheld.
- (f) Define parcel lot boundaries: Sound Transit shall take the steps necessary to define and create the new parcels and air rights necessary for disposition or lease of the properties, the dimensions of which shall be as consistent with Phase 1 and Phase 2 depicted in Exhibits I-1 and I-2. Sound Transit shall develop a schedule for implementing lot boundary adjustments or other necessary approvals. Such schedule to be approved by the City pursuant to applicable codes and regulations.

- (g) OMSF employee parking and access. Parking and access described in 20.2 will be integrated into OMSF and TOD development.
 - (h) Milestone schedule: Establish a schedule and set milestones for surplus property declarations. The milestone schedule will include identification of the timing of disposition of the Phase 1 parcels consistent with the parties' overall goals of ensuring timely development of TOD concurrent with or as close in time as practicable with commencement of East Link operations.
 - (i) Disposition of surplus property: Develop appraisal assumptions for the sale or lease of the TOD parcels that takes into consideration the complexity of development on each parcel.
 - (j) Development Requirements: The development agreement may also set forth other standards and guidelines governing the TOD project, including those items described in Section 20.2 above that are not constructed as part of the OMSF project, including:
 - (i) Roads, as identified in 20.2(c). Upon completion and acceptance by the City, the street network (and related improvements) referenced in Section 20.2(c) may be required to be dedicated at the City's option pursuant to the procedures provided in the BCC.
 - (ii) Bicycle and Pedestrian paths, as identified in 20.2(g). Upon completion and acceptance by the City of the bike and pedestrian connections referenced in Section 20.2(g), Sound Transit will grant all necessary rights for use of such connections by the general public.
- 20.5 The parties contemplate that the subsequent development agreement referenced in Section 20.4 would be completed and executed by the parties concurrent with OMSF project baselining during final design (e.g., Phase Gate 5).
- 20.6 The parties and King County anticipate entering into the Three Party Agreement Between the City of Bellevue, King County and Sound Transit for the Future Realignment of 120th Ave NE ("Three Party Agreement"), whereby these three agencies agree to work together collaboratively to plan a future project that would re-align 120th Avenue NE north of the 120th Link Station. The City and Sound Transit acknowledge that the development of the Phase 2 parcels (Parcels 4 and 5) are dependent on the actions of others and events which are contemplated in the Three Party Agreement. In the event 120th Avenue NE is relocated, Sound Transit shall not object to, and shall not claim compensation from the City for extension of utilities or driveways from the relocated roadway.
- 20.7 Sound Transit agrees that the boundaries of the OMSF and number of cars stored and maintained at the OMSF will not be expanded, and that no additional light-

rail maintenance or bus storage/maintenance facilities will be located in the City of Bellevue. This section shall survive termination of this MOU.

21.0 PROJECT COORDINATION

The Parties have worked cooperatively through the Collaborative Design Process established by the MOU to identify City projects that will be constructed by Sound Transit and reimbursed by the City and certain aspects of the East Link Project that will be constructed by the City and reimbursed by Sound Transit. These projects are described in the attached Project Coordination Exhibit M attached hereto and in a series of scope concurrence documents given Clerk's Receiving No. 53490, all of which are incorporated herein by this reference.

21.1 Sound Transit Performing Work for City – Lump Sum Agreements.

- (a) Purpose. The parties shall work cooperatively to complete the tasks for the projects identified in the attached Exhibit M, Section A in accordance with the scope concurrence documents given Clerk's Receiving No. 53490.
- (b) Payment. In consideration for Sound Transit performing such work, the City shall pay Sound Transit that amount listed in Project Coordination Exhibit M, Section A within sixty (60) days of invoice following completion of the Timing of Expenditure milestones set forth in Section A. The payments set forth in this section shall constitute the City's full and final payment for the work outlined in this section. Sound Transit shall assume the sole risk and receive the full benefit for any differences between the estimated and actual costs. Failure to pay within sixty (60) days of the date such payment is due will be deemed a failure to perform and subject to the provisions of Section 12.0 Default of the MOU.
- (c) Changes to Scope Concurrence Documents. The parties acknowledge that the work identified in this section may require additional design and engineering and may require local, state and federal approvals, and the obligations of the parties described in this MOU shall not be modified or adjusted as the result of necessary refinements of design and conditions of approvals to complete the identified scope of work; provided however, that if Sound Transit is unable to perform the work identified in the scope concurrence documents due to failure to receive required approvals or due to unforeseen circumstances, the parties are relieved of their obligations set forth in this section and shall work together in good faith to bring forward an amendment to this MOU to address such changes. The Designated Representatives shall have final approval to determine whether necessary changes are consistent with the scope concurrence documents. In the event Sound Transit fails to complete a project following payment by the City, Sound Transit shall reimburse the City the lump sum paid for that project within thirty (30) days of demand by the City.

21.2 Sound Transit Performing Work for City – Actual Costs.

- (a) The Project is designed to cross under the future Spring Blvd. Zone 1 between 116th Avenue NE and 120th Avenue NE as depicted and further described in the scope concurrence documents given Clerk's Receiving No. 53490 and identified in Exhibit M, Section B. The City has identified Zone 1 of Spring Blvd in its Capital Investment Program Plan (CIP Plan Project PW-R-172) for design and construction. Upon execution of this MOU, Sound Transit shall authorize its GC/CM to amend preconstruction services to include the City's Spring Blvd. Zone 1 project. The City will work, through Sound Transit's resident engineer with the GC/CM through the project design process and will obtain at City cost a project construction cost estimate for the work. In the event the City elects to have the GC/CM complete the work, Sound Transit shall include in the GC/CM's scope of work for its Project and the City shall be responsible for obtaining all necessary permits and approvals not required to be obtained by the GC/CM, and any required environmental review and mitigation for the roadway. The City and Sound Transit shall work cooperatively to minimize overall costs to address GC/CM fee increases. All of the GC/CM's costs related to this work, including any increases to the GC/CM fee associated with added scope of Spring Blvd Zone 1 work, shall be the responsibility of the City, and the City shall reimburse Sound Transit for actual costs incurred in accordance with the Spring Blvd Zone 1 (116th Avenue NE to 120th Avenue NE). Within thirty (30) days of successful completion of negotiations with the GC/CM contractor selected by Sound Transit for this segment, the Parties shall enter into a construction agreement for Spring Blvd Zone 1 (116th Avenue NE to 120th Avenue NE). In the event the City does not elect to have the GC/CM complete the work, the Parties shall cooperate to enable the safe completion of the Spring Blvd. Zone 1 project.

21.3 City Performing Work for Sound Transit – Lump Sum Agreements.

- (a) Purpose. The parties shall work cooperatively to complete the tasks for the projects identified in the attached Exhibit M Section C in accordance with the scope concurrence documents given Clerk's Receiving No. 53490.
- (b) Payment. In consideration for the City performing such work, Sound Transit shall pay the City that amount listed in Project Coordination Exhibit M, Section C within sixty (60) days of invoice following completion of the Timing of Expenditure milestones set forth in the Section C. The payments set forth in this section shall constitute Sound Transit's full and final payment for the work outlined in this section. The City shall assume the sole risk and receive the full benefit for any differences between the estimated and actual costs. Failure to pay within

sixty (60) days of the date such payment is due will be deemed a failure to perform and subject to the provisions of Section 12.0 Default of the MOU.

- (c) Changes to Scope Concurrence Documents. The parties acknowledge that the work identified in this section may require additional design and engineering and may require local, state and federal approvals, and the obligations of the parties described in this MOU shall not be modified or adjusted as the result of necessary refinements of design and conditions of approvals to complete the identified scope of work; provided however, that if the City is unable to perform the work identified in the scope concurrence documents due to failure to receive required approvals or due to unforeseen circumstances, the parties are relieved of their obligations set forth in this section and shall work together in good faith to bring forward an amendment to this MOU to address such changes. The Designated Representatives shall have final approval to determine whether necessary changes are consistent with the scope concurrence documents. In the event the City fails to complete a project following payment by Sound Transit, the City shall reimburse Sound Transit the lump sum paid for that project within thirty (30) days of demand by Sound Transit.

21.4 Utility Relocation Reimbursement.

- (a) The Project will require the relocation and undergrounding of franchise utilities along Bellevue Way extending from the S. Bellevue Park and Ride to the vicinity of the 112th Ave SE. Sound Transit shall complete the work identified in the scope concurrence documents given Clerk's Receiving No. 53490 related to undergrounding. The City shall use best efforts to negotiate and enter into a Schedule 74 Agreement with Puget Sound Energy ("PSE") providing that such relocation and undergrounding work be covered under Schedule 74, and providing that for projects identified in the City's CIP that necessitate the relocation and undergrounding of utilities, PSE shall bear 60% of such costs and the City shall bear 40% of such costs.
- (b) Pursuant to arrangements made between Sound Transit and PSE, Sound Transit will perform the undergrounding civil work on behalf of PSE, and bill PSE 100% of the civil work costs. PSE will bill the City 40% of its undergrounding costs including the Sound Transit civil work pursuant to the Schedule 74 Agreement. Upon completion of the work and receipt of a complete invoice from PSE, the City shall invoice Sound Transit for the actual costs incurred for the relocation and undergrounding. Sound Transit shall reimburse the City for such costs within sixty (60) days of a complete invoice received from the City. Failure to pay within sixty (60) days will be deemed a failure to perform and subject to the provisions of Section 12.0 Default of the MOU. Pursuant to a concurrence memo between Sound Transit and the City, Sound Transit will provide joint

trenching and restoration work on behalf of the City and the cost of the joint trenching and restoration work will be borne by Sound Transit as a project cost.

- (c) In the event the City is unsuccessful in entering into a Schedule 74 agreement with PSE, Sound Transit shall work directly with PSE for such relocation and the City shall have no further obligations under this Section 21.4.

21.5 Shared Cost Agreement.

The Project is designed to cross under two existing roadways, 120th Avenue NE and 124th Avenue NE, which will require elevating the profile of the roadway as identified in Exhibit M, Section E. The City has identified 120th Ave NE, between NE 12th Street and NE 16th Street (CIP Plan Project PW-R-168), and 124th Ave NE, between NE Spring Boulevard and NE 18th Street (CIP Plan Project PW-R-166) for widening and other improvements. The City and Sound Transit desire to coordinate and share the costs for the design, right-of-way acquisition and construction of the two projects to improve efficiencies and reduce costs. Upon execution of this MOU, the Parties shall enter into the Funding, Right-of-Way Acquisition and Construction Administration Agreement for Roadway and East Link Project Improvements at 120th Ave NE and 124th Ave NE attached hereto as Exhibit N and incorporated herein by this reference.

21.6 Performance of Work.

Each party shall ensure such work identified in this Section is performed in compliance with all applicable state, federal, and local regulations and including but not limited to Bellevue City Code, Department of Ecology, Department of Fish and Wildlife, and Federal Transit Administration. The City agrees to comply with the federal funding requirements described at http://www.fta.dot.gov/12831_6195.html by incorporating the applicable federal clauses and requirements into its contracts with third party contractors and their subcontractors. Sound Transit agrees to work cooperatively with the City to ensure compliance with funding requirements as may be procured from Federal Highway Administration (“FHWA”) or Puget Sound Regional Council (“PSRC”) by the City for design, property acquisition and construction. The parties will work cooperatively to determine which federal clauses and requirements are applicable to which contracts before either party initiates its procurement process for each contract. Sound Transit agrees to assist the City to work with appropriate funding partners in the event of contradictory requirements.

21.7 Right of Entry.

The City hereby grants Sound Transit and Sound Transit grants the City, and their respective employees, representatives, agents, and contractors, temporary

construction and construction access easements upon, over, across and under property owned by each respective agency to complete the work identified in this Section 21.0.

21.8 Ownership of Improvements.

Upon completion and final acceptance of the work identified Exhibit M Sections A and C, the improvements identified in this Section and constructed on City owned property shall become the property of the City.

21.9 Insurance and Liability.

The provisions of this Section 21.0 shall be limited to those projects identified in Exhibit M, Sections A and C.

(a) Projects Performed by Sound Transit. The projects contemplated to be performed by Sound Transit under this Section 21.0 shall be considered part of the Light Rail Transit Way for purposes of Section 9.0 Liability, Indemnification and Section 10.0 Insurance. Sound Transit's contract for the work under this Section shall require that the City be indemnified and held harmless and named as an additional insured in the same manner and to the same extent as Sound Transit.

(b) Projects Completed by City of Bellevue. The projects contemplated to be performed by the City shall comply with Section 10.5 of this MOU and shall be subject to comparable liability, indemnification and insurance requirements as those set forth in Section 9.0 Liability, Indemnification. The City's contract for the work under this Section shall require that Sound Transit be indemnified and held harmless in the same manner and to the same extent as the City.

22.0 130th AVENUE NE PARCELS

22.1 Consideration. In consideration of the City's conveyance to Sound Transit of the Additional City Property pursuant to Section 24 of this MOU and the terms of this Section 22 and the City's development of a 300-stall public park-and-ride facility at the 130th Avenue NE Station, Sound Transit shall, upon completion of the Project's civil construction in the Bel-Red corridor, convey fee property interests in the 130th Avenue NE Parcels north of the 130th Station to the City with Sound Transit retaining parking rights as described below. The parties acknowledge that Sound Transit has not yet acquired the 130th Avenue NE Parcels but will do so as a part of its property acquisitions for the Project.

22.2 Transit-Oriented Development. The objective of both Parties is to establish a mixed use, urban TOD development including a mix of market and affordable housing utilizing public and private resources in concert with light rail

construction at the 130th Avenue NE station, to support Sound Transit ridership, and to establish an appropriate urban development form consistent with the City's vision for Bel-Red concurrent with the Project's start of revenue service. Except as set forth in this Section 22, the type of uses, mix of housing affordability, and density of development on the 130th Avenue NE Parcels shall be determined in the sole discretion of the City.

- 22.3 Property Conveyance and Construction Documents. Within sixty (60) days of execution of this MOU, the parties shall begin to work cooperatively and expeditiously to negotiate in good faith the final form and contents of a property conveyance and construction agreement to ensure development of TOD including at least the features described in Section 22.3 below, consistent with Sound Transit's policies and procedures for TOD and property disposition and consistent with applicable state and federal requirements including, but not limited to, continuing control, surplus property disposition, and public works development. The parties' goal is to complete negotiations on the property conveyance and construction agreement by May 1, 2016. The City Manager and the Sound Transit's Chief Executive Officer or their respective designees are authorized to enter into such agreement so long as in their professional judgment the agreement is within the scope and intent of this MOU.

The parties acknowledge that the final property conveyance and construction agreement is subject to FTA approval. In the event FTA imposes conditions on approval of the agreement, the parties commit to work toward cash neutral solutions. In the event FTA declines to approve the property conveyance and construction agreement, or the parties fail to reach the agreement described in this Section 22 by October 1, 2016, Sound Transit shall pay the City the lesser of the (a) appraised value of the Additional City Property less the \$8.6 million previously paid under Section 24.7 of this MOU or (b) \$7 million. The property conveyance and construction agreement must set forth the property interests to be conveyed, timelines for conveyance and construction, construction requirements and processes. The essential elements of the agreement include, but are not limited to:

- (a) Agreed transaction structure that provides Sound Transit sufficient and timely transit parking capacity of 300 public parking stalls, appropriate continuing control over use of and access to such parking stalls, and assurances regarding the TOD development and provides the City the remainder of the property rights.
- (b) Descriptions of property interests to be conveyed and any interests to be retained by Sound Transit for the purposes described in subsection (a) (e.g., condominium structure, easements, covenants for TOD) together with agreed conveyance documents.

- (c) Applicable FTA requirements for Sound Transit’s property disposition, including any necessary valuations and approvals, applicable federal and state requirements for the development of the public parking facility.
- (d) Timelines and process for property conveyance, including Sound Transit and FTA surplus and disposition processes, details regarding the required condition of the land at the time of conveyance (i.e., that Sound Transit is responsible for demolition on the 130th Avenue NE Property and will deliver a cleared site to the City at the time of conveyance). Specifically, the parties will establish a date by which Sound Transit needs to provide the City access to the 130th Avenue NE Property for purposes of constructing the TOD and parking facility in order that it will be available for full use at the Project’s start of revenue service (the “Turnover Date”).
- (e) Design requirements consistent with Sound Transit’s design criteria manual for Eastlink for the Sound Transit 300-stall public parking facility and bike parking facility and process for Sound Transit review and approval at appropriate points during the TOD RFP and contracting processes, construction of the transit parking facility, inspection and acceptance procedures and conditions. It is understood that the 300-stall public parking facility may be provided through either an at-grade or structured facility and will be constructed at no cost to Sound Transit.
- (f) Joint establishment of TOD objectives and requirements, consistent with each party’s adopted TOD policies.
- (g) Timeline, process, and documentation for solicitation of TOD developer to ensure the proposal and developer’s capacity is consistent with each party’s interests as well as completion of Sound Transit public parking facility by a date that allows its full use at the Project’s start of revenue service.
- (h) The parties agree that Sound Transit will not be required to implement street improvements on 130th and 132nd Avenue NE north of the intersections with Spring Boulevard which would have been a requirement if Sound Transit were to construct the parking facility.

22.4 Sound Transit Interim Parking. It is the goal of the parties to ensure that the TOD described in this Section 22 is constructed and available for occupancy as of the start of Sound Transit’s revenue service for the Project. The parties recognize that they cannot control the timing of such development, and that unforeseen circumstances, issues with East Link construction and Sound Transit’s use of the 130th Avenue NE Parcels, market conditions or other forces may prevent such occupancy as of the start of revenue service. In the event that the delay in providing parking on the 130th Avenue NE Parcels is a result of Sound Transit failing to deliver access to the site by the Turnover Date, Sound Transit shall be

responsible for providing the 300 parking stalls it requires for its 130th Avenue NE Station at the start of revenue service for a period equal to the period of such delay. In all other events, City shall be responsible for providing such interim parking. The parties agree that such interim parking will be developed to the minimal level necessary to comply with law and may be provided through a combination of stalls in proximity to both the 130th Avenue NE Station and 120th Avenue NE Station.

23.0 PERMITTING, PROJECT CERTAINTY, AND MITIGATION

The East Link Project shall be designed and constructed to the greatest extent practicable to minimize disruptions to City businesses and residents during construction and operation. To achieve that result, Sound Transit and the City shall continue to work cooperatively with representatives of businesses and neighborhoods affected by the Project. In addition to working cooperatively and satisfying all local, state and federal requirements, including but not limited to Chapter 20.25M LUC, Sound Transit agrees to provide the mitigation identified in the Mitigation Map Exhibit O, attached hereto and incorporated herein by this reference. Without limiting the foregoing, the parties agree to the following additional requirements in specific areas. In the event of a conflict between the below requirements and a specific state or federal code requirement, the more restrictive provision will prevail.

23.1 Noise. In addition to implementing all noise mitigation required by the FTA Record of Decision, City issued permits, and the Mitigation Map Exhibit, Sound Transit agrees as follows:

- (a) The temporary noise wall at the south portal of the downtown tunnel and permanent noise walls (other than those that are required on the light rail guideway) shall be given priority in the sequence of construction and installed as early as technically feasible and practical in the construction process in order to ensure that the permanent noise walls also provide some benefits during construction of the Project. The City, Sound Transit and their contractors will consult on the appropriate sequence and timing for installation of permanent noise walls. Alternative solutions that achieve an effective level of noise mitigation may be considered. The final timing of installation of the noise walls or alternatives shall be established in the clearing and grading permit for each related contract package.
- (b) At least six (6) months prior to commencing vehicle testing and system start-up, Sound Transit shall submit for approval by the Director of the Development Services Department (“DSD”), a 3-year noise and vibration monitoring program for the Project to confirm that operating light rail train noise levels meet FTA ROD criteria and DMP requirements applicable at the time of DMP approval. Such program shall also include a noise complaint and resolution process to be approved by the Director of

DSD. The 3-year period shall begin at the start of vehicle testing and system start-up prior to revenue service. Sound Transit will monitor once during vehicle testing and system start-up and once each year for two years after revenue service begins for a total of three rounds of monitoring. Monitoring will be conducted at representative locations where impacts and mitigation have been identified in the Design and Mitigation permit process.

If measured levels show that noise or vibration attributable to the Project exceed FTA criteria or DMP requirements applicable at the time of DMP approval, and track or light rail vehicle modifications are not sufficient to bring the Project within compliance, Sound Transit shall submit a mitigation plan within sixty (60) days with appropriate reasonable mitigation for approval by the Director of DSD to achieve compliance. Such mitigation techniques may include, but shall not be limited to, adjustments to bells and auditory devices at stations, increase in the height or length of existing noise walls where feasible, installation of noise walls along the guideway, rights-of-way or property boundaries, installation of track lubricators or noise insulation packages, acoustic grinding of rails or installation of rail dampers. Upon approval of such mitigation plan by the Director of DSD, Sound Transit shall work to expedite installation of the approved corrective mitigation. One additional round of monitoring will be conducted to confirm compliance at the location of any exceedances if identified in the last year of the monitoring program.

- 23.2 Outreach. The Parties acknowledge that community outreach is critical to ensure that local residents and businesses are fully informed about potentially significant disruptions, such as temporary street closures, changes in transit service, and parking availability. The parties agree to the following:
- (a) Sound Transit will lead, in consultation with the City, all construction outreach to residents and businesses directly and indirectly impacted by construction, including coordination meetings with the contractor, city and key stakeholders throughout construction.
 - (b) Sound Transit acknowledges that the City has a robust Neighborhood Traffic Safety Services group (“NTSS”) with existing neighborhood history, contacts, outreach and toolbox of methods for implementation. Use of the city’s resources will allow for a more streamlined process for the contractor. The NTSS shall work with affected neighborhoods to address traffic related impacts during construction of the Project and to identify mitigation measures to be implemented. Such neighborhood traffic mitigation measures shall be limited to those types of projects identified in Exhibit P. Sound Transit shall be required, at its sole cost and expense to install the measures as mutually agreed and consistent with standard practices of the NTSS.

- (c) To further complement Sound Transit’s outreach work, the City shall lead, in consultation with Sound Transit, a regional public relations and marketing campaign focused on the message that “Bellevue is open for business” through construction.

- 23.3 Maintenance of Traffic. Sound Transit and the City will collaborate with the Project’s construction contractors to develop maintenance of traffic plans that to the greatest extent practical minimize disruptions to City businesses and residents during construction. These maintenance of traffic plans shall be finalized and approved through the City’s Right of Way Use permit process. Sound Transit shall provide notice across a variety of methods in advance of closures, detours and major construction activities and work with the City to provide rapid response to traffic issues and concerns. Without limiting the foregoing, Sound Transit shall specifically seek opportunities to minimize impacts to Bellevue Way SE, 112th Ave SE/road over rail, 110th Ave NE/north portal and the NE 20th Street/136th Avenue NE intersection through a variety of techniques, including:
 - (a) Value engineering construction proposals. (“VECP”). Sound Transit will review VECP’s with the City of Bellevue Transportation Department.
 - (b) Evaluating the inclusion in contract documents of interim milestones for completion and opening of roadways and liquidated damages for delays.
 - (c) Sound Transit, their contractors, and the City will collaborate on reasonable opportunities to minimize the duration and scope of any lane closures, including good faith efforts to maintain 4 lanes of travel along Bellevue Way SE for as long as practical.

- 23.4 South Bellevue Park-and-Ride Closure. Sound Transit will minimize the duration of the closure to the extent practical. At least sixty (60) days prior to the closure, Sound Transit will identify and implement alternate parking and transit access for the commuters who utilize the existing park and ride in consultation with the Transportation Department Director and King County Metro. Sound Transit shall provide contract milestones for completion of the garage and liquidated damages for delays. Sound Transit and their contractors will consult on reasonable opportunities to make portion(s) of the Park-and-Ride available to commuters prior to completion of the South Bellevue Station.

- 23.5 Permits.
 - (a) Fixed Fee. In order to facilitate timely permit review and approval of the Project, Sound Transit will pay the City a fixed fee of \$16.4 million for permit review beginning January 1, 2015, and construction inspection over the life of the Project. Fixed fee shall be paid in installments over the life of the Project. The parties will work cooperatively to develop an agreed

upon schedule and determine the appropriate documentation to support such installment payments.

- (b) **Scope of Work.** The fixed fee amount includes all work involved in providing permit application review, processing, permit issuance, and field inspection services for the 2015 baseline scope of the Project. The anticipated permits needed to complete the work are outlined in Exhibit Q, attached hereto and incorporated herein.
- (c) This fixed fee amount also includes:
 - (i) Construction submittal review.
 - (ii) Review of plan revisions related to permit plans.
 - (iii) Review of materials certifications.
 - (iv) Review and responses to Requests-for-Information (RFIs).
 - (v) Manage resolution of design, permitting, and construction issues.
 - (vi) Providing a coordinated point of contact.
 - (vii) Coordinating the notification of private utilities.
 - (viii) Work approved by City to occur outside normal hours allowed by City Noise Code Chapter 9.18 BCC (evening, night, morning, or weekends).
 - (ix) The City to work with Sound Transit for the most cost effective delivery of inspection services outside normal work hours as describe in 23.5(c)(viii) above.
- (d) This fixed fee amount does not include:
 - (i) Hourly fees already paid to Development Services from July 2013 through December 31, 2014.
 - (ii) Special inspection services (to be provided by Sound Transit with documentation to the City)
 - (iii) Materials testing services (to be provided by Sound Transit with documentation to the City)
 - (iv) Utility fees, usage charges and connection charges for water, sewer, and storm.

- (v) Franchise Utility relocation permits.
 - (vi) Time for Project related work performed by City of Bellevue staff from Police, Fire, Parks, or Streets Maintenance that is not included as part of the City's normal permit review and inspection services
 - (vii) Force majeure (e.g. earthquake, labor strike) affecting project shall justify renegotiation of sum.
- (e) Hourly Billing. In addition to this Fixed Fee, hourly billing shall be charged for City staff time that is caused by or related to any of the following:
- (i) Work beyond the 2015 baseline scope of the Project.
 - (ii) Acts or failures to act by contractors or Sound Transit resulting in City enforcement actions.
 - (iii) Re-inspections beyond three (3) attempts for the same inspection.
 - (iv) Escort of oversize vehicles within City limits.
- (f) Collaborative Construction Program. Within one hundred eighty (180) days of this MOU, Sound Transit and the City will develop a Collaborative Construction Program ("CCP") to be approved by the Steering Committee to define the expectations, policies and process for permitting, and inspections. It understood the intent of the CCP will be to provide coordinated permit reviews and construction inspections so as to facilitate completion of the Project in a timely manner within the Baseline Project Budget.

24.0 PROPERTY CONVEYANCES

- 24.1 The parties have identified various City and Sound Transit property rights that will be conveyed to each other as described in the Property Conveyance Exhibit R, attached and incorporated herein. Compensation shall be as set forth in Ex. D-1. No other compensation for property rights shall be required except as set forth specifically in this MOU.
- 24.2 Upon sixty (60) days' notice from Sound Transit, the City shall transfer the property rights as described in Exhibit R to Sound Transit consistent with this MOU, and upon terms and conditions mutually agreeable to the parties; provided, however, the parties acknowledge that neither party can transfer property rights until acquisition of those rights from third parties are complete.

- 24.3 Upon sixty (60) days' notice from the City, Sound Transit shall transfer the property rights as described in Exhibit R to the City pursuant to the procedures provided in Bellevue City Code, consistent with this MOU, and upon terms and conditions mutually agreeable to the parties.
- 24.4 The City Manager and Sound Transit's Chief Executive Officer, or their respective designees, are authorized to enter into such conveyance documents as may be necessary to convey the City and Sound Transit property described in Exhibit R and Section 24.5 below, as long as such conveyance documents are, in their professional judgment, within the scope and intent of this MOU.
- 24.5 Right-of-Entry for Future City Projects. The City anticipates future development on the remainder of the properties identified in Exhibit R as items 12, 13, 14 and 17 to be partially conveyed to Sound Transit. As a result, the City may need to acquire property rights from Sound Transit to complete such development. Sound Transit agrees to work cooperatively with the City to grant such rights at no additional cost, provided that such rights do not interfere with construction and operation of the Project.
- 24.6 Sound Transit agrees to cooperate with the City regarding the future extension of NE 6th Street by conveying the necessary property rights across Sound Transit property on terms and conditions as mutually agreed by the parties at that time.
- 24.7 Before October 1, 2015, the City shall convey rights to the City Hall property described in Exhibit R and Sound Transit shall pay the City \$8.6 million dollars as partial compensation for the City Hall property with the balance of compensation for the Additional City Property addressed through conveyance of the 130th Street Parcels as described in Section 22.0. In the conveyance documents for the City Hall property, the City shall retain until May 1, 2016 such temporary property rights as necessary for the City to complete construction of its parking garage project.

25.0 GENERAL PROVISIONS

- 25.1 The parties shall not unreasonably withhold requests for information, approvals or consents provided for in this MOU; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or Bellevue City Council are recognized to be legislative actions. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this MOU provided, however, that where such actions or documents required must be first approved by vote of the Sound Transit Board or Bellevue City Council, such actions are recognized to be legislative actions. The City and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this MOU.

- 25.2 This MOU shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this MOU shall be King County, Washington.
- 25.3 This MOU shall be binding upon and inure to the benefit of the successors and assigns of the City and Sound Transit.
- 25.4 Time is of the essence in every provision of this MOU. Unless otherwise set forth in this MOU, the reference to “days” shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 25.5 This MOU is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this MOU.
- 25.6 No joint venture or partnership is formed as a result of this MOU. No employees, agents or subcontractors of one party shall be deemed, or represent themselves to be, employees of any other party.
- 25.7 This MOU has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this MOU. The parties intend this MOU to be interpreted to the full extent authorized by applicable law.
- 25.8 Each party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this MOU, unless otherwise agreed in writing by the parties.
- 25.10 This MOU, including its exhibits, may be amended only by a written instrument executed by each of the parties hereto.
- 25.11 This MOU constitutes the entire agreement of the parties with respect to the subject matters of this MOU, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.
- 25.12 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.
- 25.13 In construction of this MOU, words used in the singular shall include the plural and the plural the singular, and “or” is used in the inclusive sense, in all cases where such meanings would be appropriate.

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

IN WITNESS WHEREOF, each of the parties has executed this MOU 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: 
Michael Harbour, Acting Chief Executive
Officer

By: 
Brad Miyake, City Manager

Date: 5-6-15

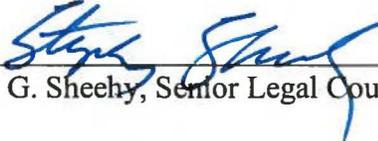
Date: 5-6-15

Authorized by Motion No. M2015-33

Authorized by Resolution No.8903

Approved as to form:

Approved as to form:

By: 
Stephen G. Sheehy, Senior Legal Counsel

By: 
Monica Buck, Assistant City Attorney

Exhibit List

- A [Intentionally deleted]
- B [Intentionally deleted]
- C Project Description – Replaced with Exhibit C-1 [First Amendment]
- D Up Front Contribution – Replaced with Exhibit D-1
- E Collaborative Design Process – Replaced with Exhibit E-1
- F [Intentionally deleted]
- G [Intentionally deleted]
- H Designated Representatives – Replaced with Exhibit H-1
- I-1 OMSF Development Scenario – Phase 1
- I-2 OMSF Development Scenario – Phase 2
- J OMSF Property Exchange Exhibit
- K OMSF Proposed Code Amendment
- L [Intentionally omitted]
- M Project Coordination
- N Cost Sharing Agreement for 120th/124th
- O Mitigation Map
- P Neighborhood Traffic Mitigation Measures
- Q Permit Matrix
- R Property Conveyance Exhibit

EXHIBIT A

Intentionally Deleted

EXHIBIT B

Intentionally Deleted

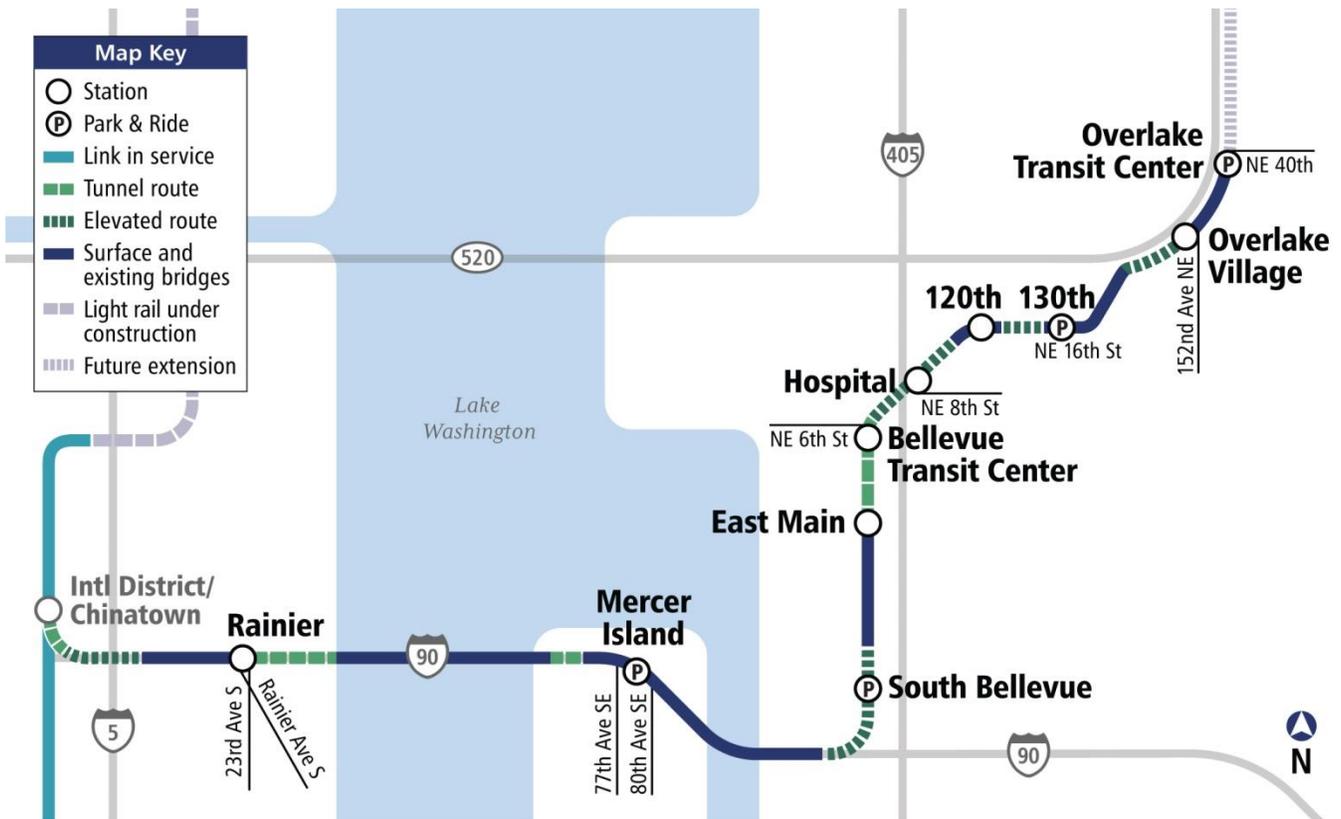
EXHIBIT C

EXHIBIT C-1: EAST LINK PROJECT DESCRIPTION

The project consists of constructing and operating an approximately 14-mile light rail system including 10 stations known as East Link. This system would connect with Sound Transit’s Central Link at the International District/Chinatown Station. It then would travel east across Lake Washington via Interstate 90 (I-90) to Mercer Island, Downtown Bellevue, Bel-Red, and terminate in Overlake. The figure below shows the four segments of the project.

Segments B, C, and a portion of segment D are within the City of Bellevue. The following describes the portions of the project in these segments within the City of Bellevue, beginning at the I-90 interchange with Bellevue Way, traveling into Downtown Bellevue, then proceeding east over I-405 and through the Bel-Red area. The portions of the East Link Project with the City of Bellevue include 6 stations over approximately 6 miles.

Current designs of the Project are between 15% and 60% complete and the parameters of project mitigation and construction are included in the East Link EIS and Addendum. While detailed design and mitigation will continue through project development, the City of Bellevue and Sound Transit are committed to managing within the project scope, schedule and budget.



Segment B: South Bellevue

The selected project is elevated in the I-90 center roadway, crosses over westbound I-90, and continues elevated on the east side of Bellevue Way SE to the South Bellevue Station, located at the current South Bellevue Park-and-Ride Lot; this alternative also maintains the westbound and eastbound I-90 HOV direct access ramps.

The South Bellevue Station includes a parking structure with approximately 1,400 stalls on up to five levels built on the site of the existing South Bellevue Park-and-Ride Lot. After leaving the station, the route transitions to a retained cut on the east side of Bellevue Way within Mercer Slough Nature Park to the intersection of Bellevue Way SE and 112th Avenue SE. In front of the Winters House the route is in a lidded retained cut approximately 170 feet long. . All traffic impacts on Bellevue Way will be mitigated by adding an HOV lane from the main entrance of the S. Bellevue park-and-ride to I-90 and installing a U-turn at the south entrance to the park-and-ride.

The project transitions from retained cut to at-grade on the east side of 112th Avenue SE until SE 15th where it crosses to the west side. 112th Avenue SE will be raised over the light rail crossing of SE 15th. The project remains at-grade along 112th Avenue SE until reaching Segment C at SE 6th Street.

A traction power substation is located on the east side of Bellevue Way at SE 30th Street, near the Swaylocken boat launch and a cross-over is located south of the South Bellevue Station. All track within Segment B is direct fixation or ballasted.



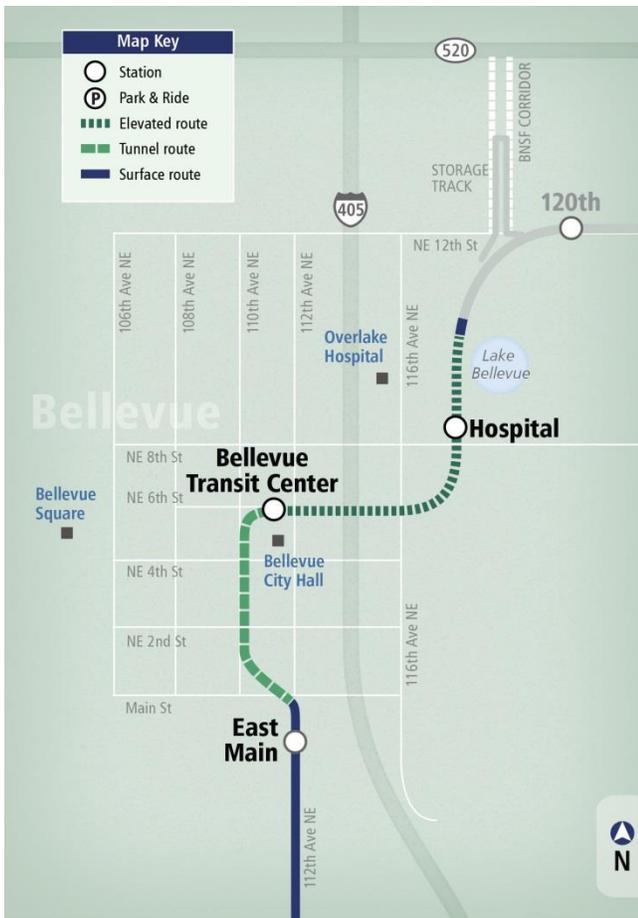
Segment C: Downtown Bellevue

The project travels from Segment B in a tunnel north along 110th Avenue NE, turns east at NE 6th Street, and crosses over I-405 to connect with Segment D.

From south Bellevue, the project travels at-grade on the west side of 112th Avenue SE, serving the East Main Station, just before turning west at Main Street to enter the tunnel portal on Main Street. The project includes modifying SE 4th Street to allow for an at-grade crossing for emergency vehicles only.

From the tunnel portal on Main Street, the project continues on the south side of Main Street before turning north under 110th Avenue NE and then east at NE 6th Street. The project includes the Bellevue Transit Center Station at NE 6th Street with two entrances. From this Station, the project continues east on the south side of NE 6th Street crossing 112th Avenue NE, I-405, and 116th Avenue NE. The project then turns north along the former BNSF Railway corridor to cross NE 8th Street and reach the elevated Hospital Station with entrances on the north side of NE 8th. The project then connects with Segment D from the former BNSF Railway corridor.

There is a traction power substation located near the intersection of Main Street and 112th Avenue SE. Cross-overs are located along 112th Avenue NE and between I-405 and 116th Avenue NE. All track within Segment C is direct fixation or ballasted.



Segment D: Downtown Bellevue to Overlake Transit Center

The project travels parallel to and north of a new NE 15th Street corridor east from the former BNSF Railway corridor in a mixed at-grade, retained-cut, and elevated profile. The project leaves the former BNSF Railway corridor at-grade and then transitions to a retained cut under 120th Avenue NE to a retained-cut 120th Station subject to a funding agreement with the property owner. After leaving the 120th Station, the route continues in a retained cut under 124th Avenue NE before transitioning to an elevated profile over the West Tributary of Kelsey Creek and then returns to the at-grade 130th Station. The 130th Station would include a new 300 stall park-and-ride lot adjacent to and immediately north of the station. The project continues at-grade on NE 16th Street, turns at 136th Place NE, and crosses NE 20th Street at-grade. NE 16th and 136th will be widened to create a median for light rail within the footprint described in the preliminary engineering plans. From NE 20th, the project transitions to an elevated structure along the south side of SR 520. The project then continues northeast across the Bellevue City Limits at 148th Ave NE and into the City of Redmond. Storage tracks would be in the former BNSF Railway corridor north of the Segment C/D break with lead tracks, operator report and light maintenance facilities adjacent to the corridor.

There are two traction power substations in the Bel-Red corridor: one near the 120th Station and one located under the elevated guideway at NE 24th Street. A cross-over is located between 124th and 130th Avenues NE. Other than embedded track between 130th and 136th Avenues NE, all track within Segment D is direct fixation or ballasted.



EXHIBIT D

City Contributions

EXHIBIT D-1

Contribution	Value Feb 2015	Original MOU Value	Original MOU Assumptions
Original MOU Properties			
Properties			<ol style="list-style-type: none"> 1. The City will provide Sound Transit permanent and temporary rights through construction close as described in Section 24.0 and Exhibit R. 2. Bellevue contributing property rights without expectation of additional financial contribution compensation or replacement land, beyond the tunnel credit accounted for in this agreement. 3. Properties to be provided as-is to Sound Transit, unless specifically noted below. 4. A list of parcels affected by this MOU follows this table; this list may be modified by mutual agreement.
NE 2 nd Pocket Parks (369900-0075, -0080, -0030; 808760-0029)	Included in subtotal below	Included in subtotal below	<ol style="list-style-type: none"> 5. ST responsible for project related park mitigation and restoration, including temporary permanent mitigation included in the FEIS.
Bel-Red City-owned Properties – Safeway (282505-9296, 282505-9240)	Included in subtotal below	Included in subtotal below	<ol style="list-style-type: none"> 6. The City will provide land on these sites for wetland mitigation for impacts on these sites, for Sound Transit to use to meet its federal, state, and City permitting requirements related to wetland mitigation, in a location approved by the City. 7. If these sites cannot accommodate required mitigation, the City and Sound Transit will cooperate to find an alternative location within existing resources. Mitigation for impacts shown in the 30% PE Plans on these sites appear to be able to be accommodated on site. 8. ST is responsible for all environmental documentation and permitting, construction of wetland improvements, and wetland maintenance and monitoring for the duration of the permits. 9. City to ensure wetland improvements, developed in cooperation with and subject to City’s site operation and maintenance requirements, to remain in perpetuity. 10. Maintenance and liability issues to be included in easement documents.

City Contributions

EXHIBIT D-1

Contribution	Value Feb 2015	Original MOU Value	Original MOU Assumptions
Mercer Slough (700010-0210, -0150, -0445, -0350; 082405-9278; 052405-9254, -9084; 066287-0090)	Included in subtotal below	Included in subtotal below	<ol style="list-style-type: none"> 11. City to purchase private property as currently identified and agreed to by the parties. The purchased property shall be at least 2.61 acres and at least equal value and function as the land identified by Sound Transit as needing to be replaced to satisfy 6(f) and WA RCO requirements. 12. Parties agree to cooperate to resolve issues within existing identified resource if WA RCO or NPS fail to approve proposed conversion or do not approve replacement proposal timetable in the LWCF manual. 13. The timing of the purchase will be in accordance with the replacement proposal timeline in the LWCF manual. 14. City responsible to meet process requirements for parkland conversion required of the grant recipient. Sound Transit responsible to meet other federal process requirements, perform environmental and other analysis as needed, and to cooperate in parkland conversion process (e.g. document preparation, presentations, interagency coordination, etc.). 15. City responsible for any state and federal requirements associated with land acquisition; ST to cooperate and assist as needed. ST responsible to communicate any additional process requirements beyond standard FHWA requirements. 16. ST responsible for project related park mitigation and restoration, including temporary and permanent mitigation included in the FEIS. 17. The City will provide land on these sites for wetland mitigation for impacts on these sites, for Sound Transit to use to meet its federal, state, and City permitting requirements related to wetland mitigation, in a location approved by the City. 18. If these sites cannot accommodate required mitigation, the City and Sound Transit will cooperate to find an alternative location within existing resources. 19. ST responsible for all environmental documentation and permitting, construction of wetland improvements, and wetland maintenance and monitoring for the duration of the permits. 20. City to ensure wetland improvements, developed in cooperation with and subject to City’s site operation and maintenance requirements, to remain in perpetuity. 21. Maintenance and liability issues to be included in easement documents.

City Contributions

EXHIBIT D-1

Contribution	Value Feb 2015	Original MOU Value	Original MOU Assumptions
Surrey Downs Park Property (322505-9140)	Included in subtotal below	Included in subtotal below	<p>22. If B2M-C9T Preferred Alternative:</p> <ul style="list-style-type: none"> a. ST to transfer remaining land along 112th and Main Street north of Surrey Downs Park to City (approximately 2.9 acres based on FEIS) and to landscape property consistent with City plans; b. Bellevue contributing this property without expectation of additional financial compensation or replacement land, beyond the tunnel credit accounted for in this agreement; c. ST responsible for project related park mitigation and restoration in Surrey Downs, including temporary and permanent mitigation, as included in the FEIS. <p>23. If B2M Westside variation:</p> <ul style="list-style-type: none"> a. City will update Surrey Downs Park Master Plan prior to project baselining; b. ST to construct replacement vehicular and pedestrian access consistent with updated Master Plan, and as agreed to by both parties, prior to construction to maintain park access. c. ST to transfer rights to remaining land along 112th and Main Street to City and to landscape property consistent with City plans; d. ST to restore landscaping in Park affected by the Project, consistent with updated Master Plan; e. ST to maintain pedestrian and vehicular access to Surrey Downs Park during construction. <p>24. If King County Court remains open during construction, St to maintain access to Court House and parking except for temporary closures for construction, requiring approval by the City.</p> <p>25. The operations may require the Court House building to be modified. The City is responsible for building modifications.</p> <p>26. City responsible to comply with 2005 King County deed requirements for Surrey Downs.</p>
City Hall (322505-9199, -9017)	Included in subtotal below	Included in subtotal below	<p>27. City responsible to replace temporary and permanent lost parking from visitor/police garage; assumes modification of existing employee garage for police and creation of new stalls on Meydenbauer site.</p> <p>28. Parking solution implemented prior to construction. ST will restore garage and plaza and all existing features, exclusive of betterments subject to 60% design, as part of tunnel construction at its sole cost, with associated terms related to liability and construction defects.</p>
Downtown City-owned - King County Metro (322505-9216)	Included in subtotal below	Included in subtotal below	<p>29. Purchase prior to construction. City responsible for any state and federal requirements associated with land acquisitions; ST to cooperate and assist as needed. ST responsible to communicate any additional process requirements beyond standard FHWA requirements.</p>

City Contributions

EXHIBIT D-1

Contribution	Value Feb 2015	Original MOU Value	Original MOU Assumptions
NE 2nd Properties- Christmas House and Trend Auto (369980-0035, 808760-0035)	Included in subtotal below	Included in subtotal below	30. Purchase prior to construction. 31. City responsible for any state and federal requirements associated with land acquisitions; ST to cooperate and assist as needed. ST responsible to communicate any additional process requirements beyond standard FHWA requirements. 32. Option to evaluate and purchase alternative properties with equal function and value for temporary staging needs by end of 60% design, as agreed by both parties.
Pine Forest- Teledesic (109910-0005)	Included in subtotal below	Included in subtotal below	33. Purchase prior to construction. 34. City responsible for any state and federal requirements associated with land acquisitions; ST to cooperate and assist as needed. ST responsible to communicate any additional process requirements beyond standard FHWA requirements.
Properties Subtotal	\$83,600,000 (2010\$)	\$83,600,000 (2010\$)	

City Contributions

EXHIBIT D-1

Contribution	Amended MOU Value (YOE\$)	Amended Value (2010\$)	Original MOU Value	Original MOU Assumptions
Non-Properties				
Private Utilities	\$12,650,000	\$11,000,000	\$0-8,000,000	35. The value of this credit has been reconciled based on Sound Transit's estimate of value of relocates the City is able to require of private Utilities.
Public Utilities	\$8,855,000	\$7,700,000	\$7,700,000	36. City contribution fixed at \$7.7M (2010\$). Escalated to \$8,855,000 in YOE\$ to be paid upon completion of public utilities relocation. 37. ST performs design and construction work needed for the relocation and the reconstruction. 38. Subject to terms related to liability for design and construction
112th Overlay	\$1,000,000	\$1,000,000	\$0-1,000,000	39. Overlay 112th Ave SE from Bellevue Way to Main Street after Sound Transit utility relocated and other in-road work. 40. Value to be based on Sound Transit scope at 60% design. 41. Credit to be based on YOE\$. 42. Overlay date to be agreed to by both parties. 43. Programmed in 2011-2017 CIP for 2015.
Sales Tax Credit/ Cash	\$0	\$0	\$0-8,700,000	44. Credit value up to \$4.4M for estimated taxes received as a result of the project; remainder in cash, depending on final credit value (as inflated) of other items shown as ranges, to make total credit \$100M. 45. Payment no later than the start of revenue service in YOE\$. Option to provide other contributions not listed above, as mutually agreed by Sound Transit and the City, in lieu of cash contributions, to make total credit \$100M
Bellevue Way HOV STP Grant	\$2,200,000	\$1,913,043	Not Included	NEW contribution.
Non-Properties Subtotal	24,705,000	21,613,043	\$16,400,000 (2010\$)	46. Subject to Section 4, Cost Reconciliation Procedures.
Total City Contribution	\$108,305,000	\$105,213,043	\$100,000,000 (2010\$)	

EXHIBIT E

EXHIBIT E-1: COLLABORATIVE DESIGN PROCESS

Following execution of the MOU, Sound Transit will begin the final design process with the goal of achieving a 60% Project design plan and Project baseline budget within approximately two and one half years. Typically 60% design plans include reports, drawings showing design information sufficient to support the cost estimate based on actual material quantities, special provisions, supplemental technical specifications, and permit review drawings to determine compliance with applicable land use codes. The final 60% cost estimate proposed for baselining the Project budget is based on these 60% design plans and further must reflect design as reviewed by Bellevue and ST as well as all requirements of the Project land use approvals and associated permit conditions.

Sound Transit and the City are committed to working together in a collaborative manner throughout the final design process and anticipate continuous and regular dialog during the course of design and construction in order achieve the joint goals of reducing costs and delivering a quality project on schedule and in compliance with applicable codes and regulations. While the specific tasks outlined below focus on the process of developing 60% design drawings, the parties recognize the need for continued collaboration beyond that point, through completion of construction drawings, final technical construction permitting, construction coordination and construction impact mitigation and project close-out. The parties intend to address these other areas of collaboration at a future date appropriate to the phase of the Project. By working together in this fashion, both parties intend to reduce cost and schedule risks throughout the duration of the project. It is the intent of the parties to establish a decision making framework within the CDP process that allows decisions to be made at the lowest appropriate levels, with issues that require significant policy decisions or resolution of disputes to be elevated in a predictable, consistent manner when necessary.

PROCESS & PROCEDURE

The Sound Transit Board is the final authority for all Project decisions. As a funding partner in the Project, the City will have a clearly defined role on Project scope and design through the Collaborative Design Process (CDP). The parties agree that an objective of the CDP will be to advance engineering design while exploring and accepting scope reductions, modifications and value engineering options that result in material Project cost savings of at least \$60 million, provided that such reductions and modifications continue to support East Link's performance with respect to stated Project and City objectives.

Cost saving scope reductions or modifications that are explored but not accepted will be clearly reported prior to Project baselining.

Coordination between Sound Transit and the City will be accomplished using a Leadership Group consisting of three City Councilmembers and three Sound Transit Board Members and a Steering Committee consisting of appropriate department heads from both agencies.

The Leadership Group will meet on an as-needed basis to determine issues of general policy consistent with this MOU and resolve issues that are not resolved at the Steering Committee or Project Management Team levels.

The Steering Committee will meet on a regular basis to resolve issues identified through the CDP. The Steering Committee will establish a Project Management Team and technical working groups to coordinate staff level work needed to achieve the joint goals in accomplishing the Project.

It is acknowledged that the City may, at its expense, utilize consultants to assist it in participating in the CDP. Sound Transit shall coordinate and share information with City consultants used by the City to provide additional technical expertise or labor support for tasks described in the CDP.

Nothing in this Exhibit is intended to waive or modify City of Bellevue permit processes or other powers or authorities. It is understood that at the appropriate stage of design, Sound Transit will submit to the City for required land use approvals and other technical and construction permits, and that the City's participation in CDP, while intended to inform and shape design to avoid code conflict issues, is not a substitute for the permit process.

TASKS

1. Within 60 days of MOU execution, the City and Sound Transit will develop a CDP Management Plan to be approved by the Steering Committee, which will address the following elements:
 - 1.1. Working principles/goals/roles of the parties
 - 1.2. Organizational chart for the Project Management Team and any identified technical working groups
 - 1.3. Cooperative procedures/decision-making process
 - 1.4. A detailed Project schedule including a review schedule providing sufficient time for each party to review materials in advance of providing input on design, technical and cost estimating issues, as well as specific minimum and maximum turn-around times to be agreed by both parties. The final design consultant will provide an update of the Project schedule to be incorporated into the approved CDP Management Plan and such design consultant's scope of work and schedule shall be consistent with the CDP Management Plan.
 - 1.5. The process to develop an efficient permit processing plan including the following:
 - 1.5.1. Submittal standards (i.e. defining minimum acceptable content and quality, CAD standards, formatting, delivery method)
 - 1.5.2. Submittal timing to allow adequate time to process and approve permits or reach related decisions
 - 1.5.3. Turn-around times for City permit and plan review and for Sound Transit to provide response to permit/plan revision requests
 - 1.5.4. The establishment of permitting, plan review, inspection and other Project-related fee estimates for use in the 60% Project baseline budget and cost reconciliation

- 1.5.5. The parties anticipate action on final land use approvals for the Project in the first quarter of 2014
- 1.6. City's participation in Sound Transit's development of 60% design drawings, including the parties' roles for jointly identifying and investigating the feasibility of reductions to the Project scope, resolution of existing PE comments and other comments already offered by the City on Project design and mitigation, and other savings
 - 1.7. City's participation in Sound Transit's development of design and mitigation associated with the City Requested Modifications (if accepted by the parties and included in the Project) including but not limited to ensuring that the design of the flyover of 112th Avenue SE is designed to allow only the minimum clearance over the public right-of-way, that the flyover is the minimum practicable and feasible distance given the profile along 112th Avenue SE, that the flyover structure includes permanent sound walls along the west side of elevated portions, that Sound Transit's final design process includes specific outreach to and participation by residents adjacent to and along the Project route, that the flyover support structure visual impact is minimized and avoids the use of straddle bents where practical, and cooperative development of the audible warning systems. This task will include a specific schedule that prioritizes the timing of resolution of these preliminary design issues.
 - 1.8. City's participation in Sound Transit's Value Engineering process
 - 1.9. Sound Transit's participation in City's sub-area and station area planning processes that may affect the Project
 - 1.10. City's participation in Sound Transit's 60% baseline budget development, including at a minimum the City's review and input on Sound Transit's detailed 60% design cost estimate. Cost estimate revisions shall be proposed in writing to the Steering Committee; Sound Transit will provide a written response for suggestions not accepted by Sound Transit
 - 1.11. Procedures and protocols for regular reports to the City Council, Sound Transit Board and community
 - 1.12. Procedures for the City and Sound Transit to coordinate with private utilities related to relocation of such utilities to accommodate those portions of the Project within City rights-of-way
2. ~~Figure G-1 to Exhibit G illustrates how the parties intend to integrate the Code and Permitting Framework with the Collaborative Design Process.~~[Intentionally deleted].

EXHIBIT F

Intentionally Deleted

EXHIBIT G

Intentionally Deleted

EXHIBIT H

Exhibit H-1: Designated Representatives

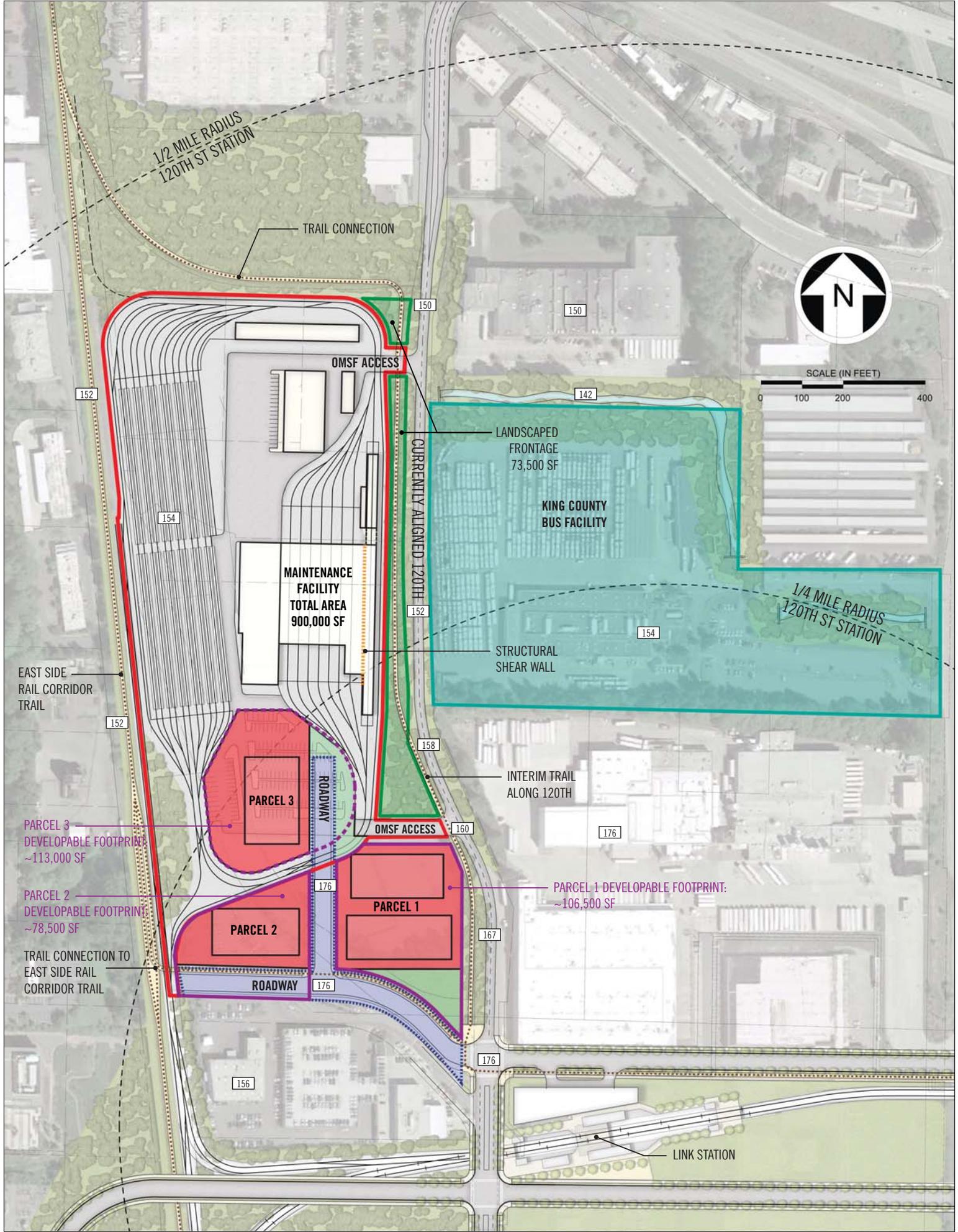
Sound Transit

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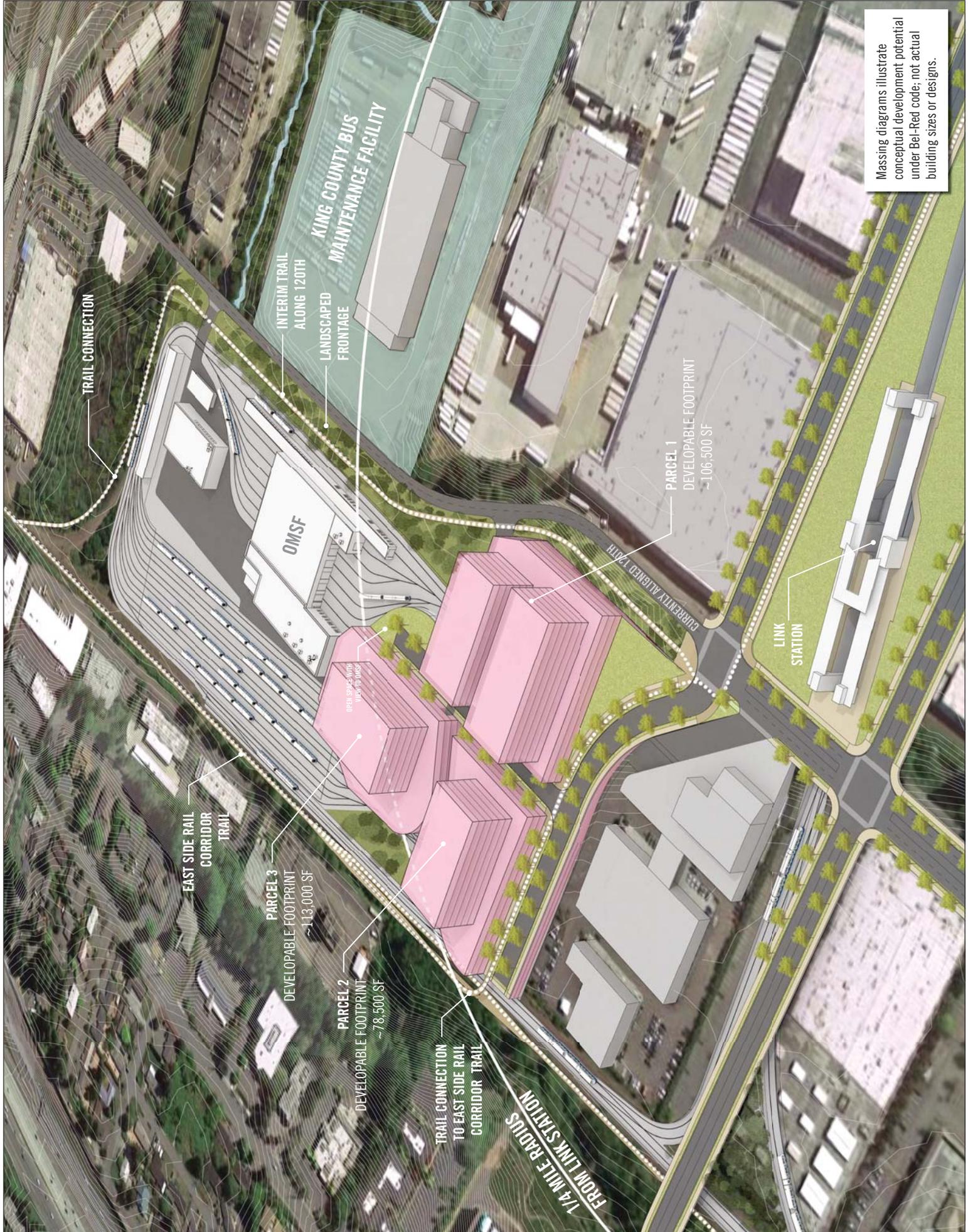
City of Bellevue

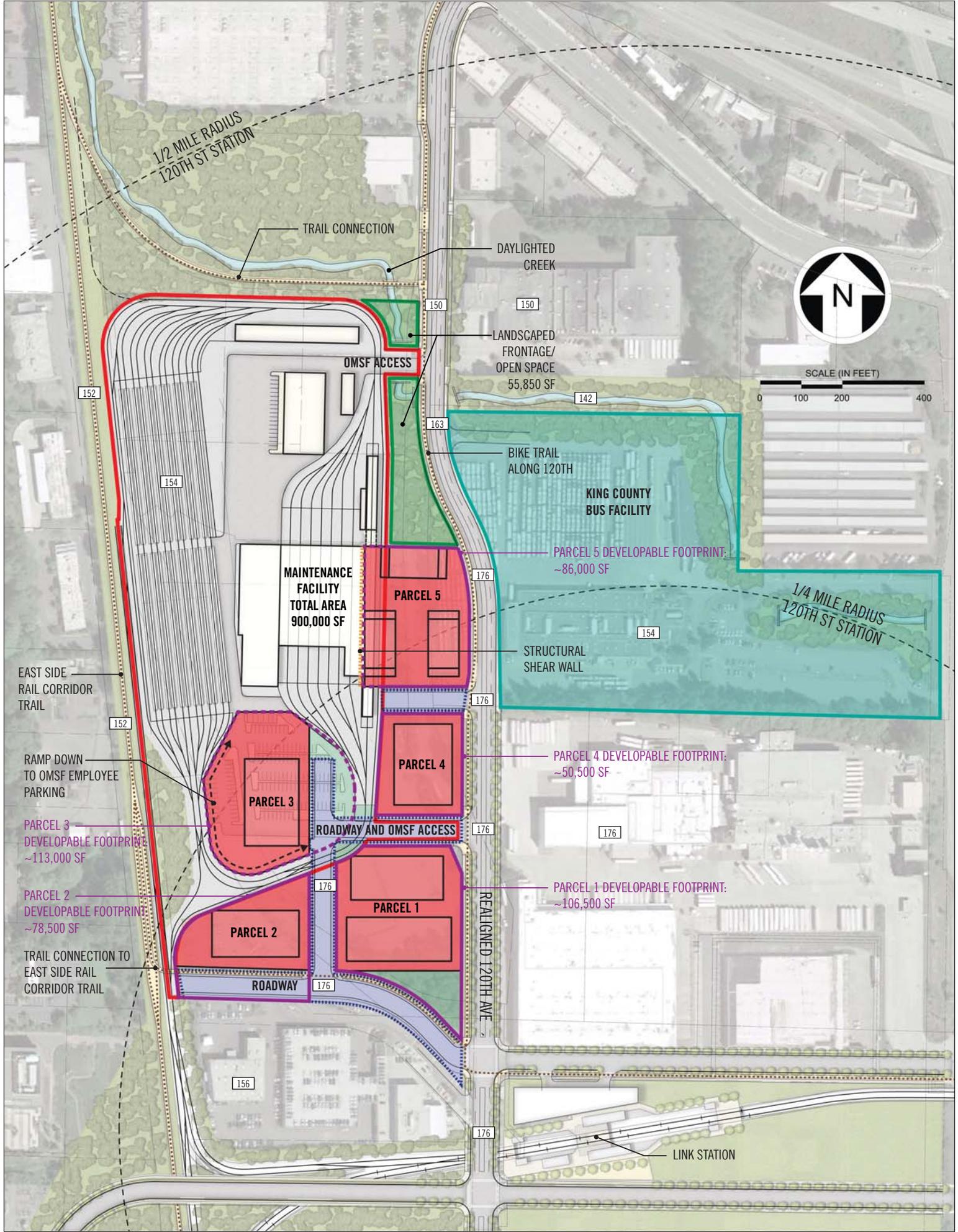
Maher Welaye
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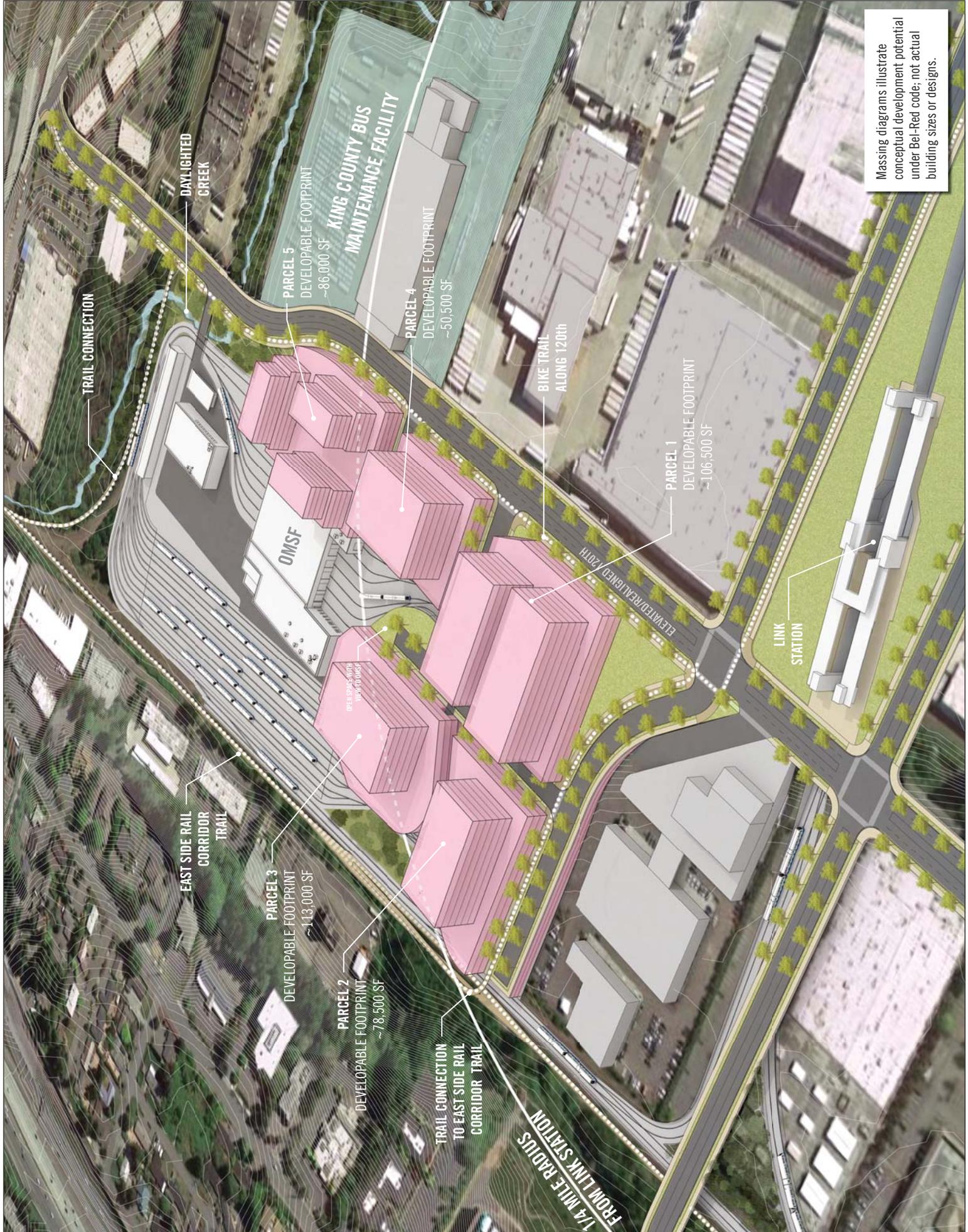
EXHIBIT I



Massing diagrams illustrate conceptual development potential under Bel-Red code; not actual building sizes or designs.







Massing diagrams illustrate conceptual development potential under Bel-Red code; not actual building sizes or designs.

TRAIL CONNECTION
DAYLIGHTED CREEK

PARCEL 5
DEVELOPABLE FOOTPRINT
~86,000 SF

KING COUNTY BUS
MAINTENANCE FACILITY

PARCEL 4
DEVELOPABLE FOOTPRINT
~50,500 SF

BIKE TRAIL
ALONG 120th

PARCEL 1
DEVELOPABLE FOOTPRINT
~106,500 SF

LINK
STATION

TRAIL CONNECTION

OMSF

DEVELOPABLE FOOTPRINT
~99,000 SF

ELEVATED/REALIGNED 120th

EAST SIDE RAIL
CORRIDOR
TRAIL

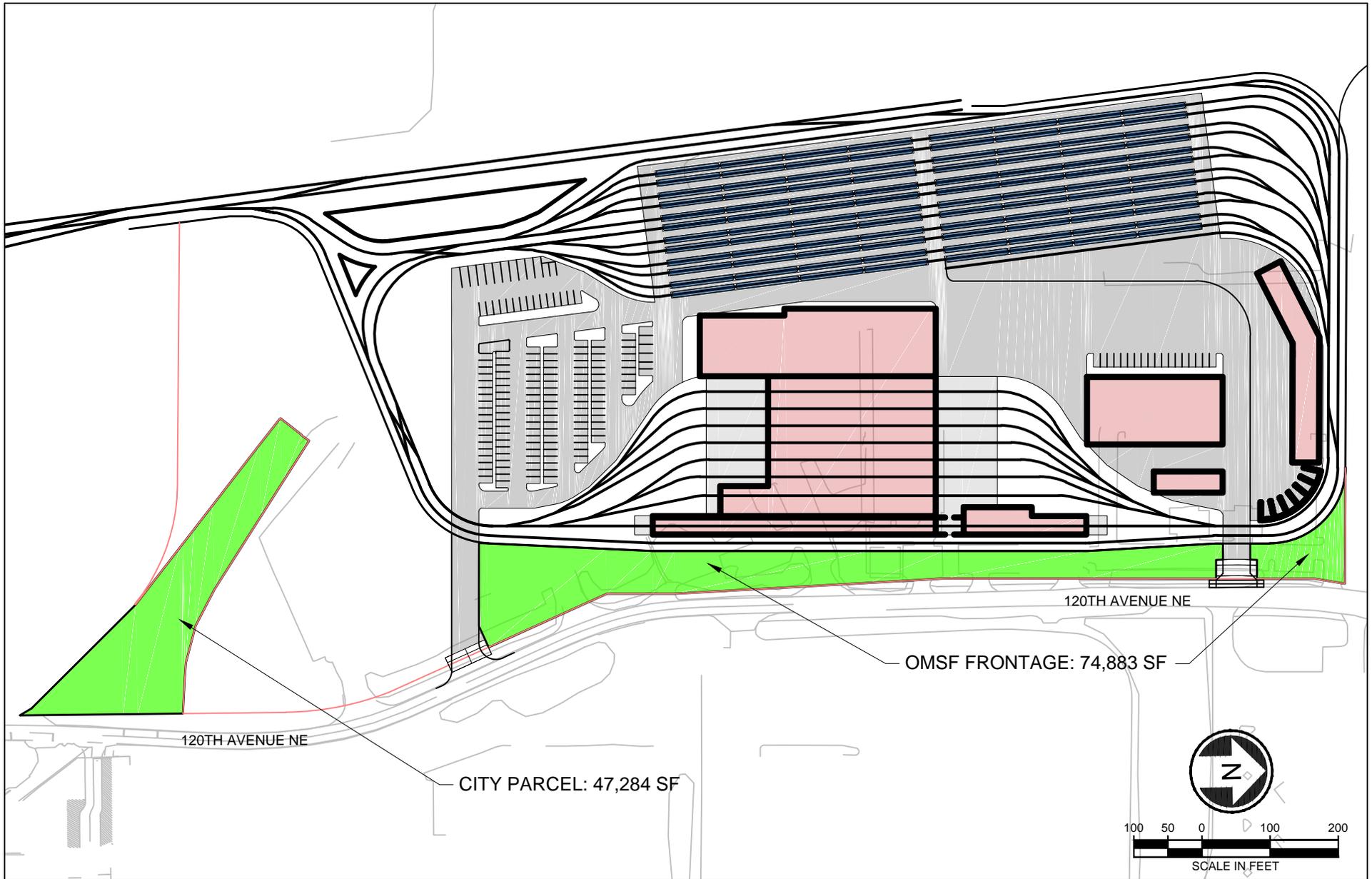
PARCEL 3
DEVELOPABLE FOOTPRINT
~113,000 SF

PARCEL 2
DEVELOPABLE FOOTPRINT
~78,500 SF

TRAIL CONNECTION
TO EAST SIDE RAIL
CORRIDOR TRAIL

1/4 MILE RADIUS
FROM LINK STATION

EXHIBIT J



PROPERTY EXCHANGE EXHIBIT J

EXHIBIT K

Exhibit K

Section ____.

20.25D.020 Definitions Specific to Bel-Red.

A. Bel-Red Definitions.

The following definitions are specific to the Bel-Red land use districts and shall have the following meanings:

Average Finished Grade Along Facade. Proposed grade after development as measured along a building facade from perpendicular wall to perpendicular wall including offsets, bays, and other minor modulating treatments not more than five feet deep.

Battery Charging Station. An electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles, which meet or exceed any standard, codes, and regulations set forth in Chapter 19.28 RCW and consistent with the rules adopted by the Building Code Council for electric vehicle infrastructure requirements.

Battery Exchange Station. A fully automated facility that will enable an electric vehicle with an interchangeable battery to enter a drive lane and exchange the depleted battery with a fully charged battery through a fully automated process, which meets or exceeds any standards, codes, and regulations set forth in Chapter 19.28 RCW and consistent with the rules adopted by the Building Code Council for electric vehicle infrastructure requirements. Operators of battery exchange stations must comply with federal and state law regulating the handling, storage, and disposal of batteries.

BROTS. An interlocal agreement between the cities of Bellevue and Redmond regarding land use planning and the funding and construction of transportation improvements in the Bel-Red/Overlake Transportation Study Area, as adopted by Resolution No. 6353 and subsequently amended.

Build-to Lines. A location along a designated block or right-of-way where a building must be constructed. The build-to line is the property line unless designated otherwise by an adopted street design.

Curb Extension. A section of sidewalk that projects into the street at an intersection or mid-block crossing that reduces the crossing width of a street or right-of-way for pedestrians.

Electric Vehicle Infrastructure. Structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

Facade Length. The length of a building from perpendicular wall to perpendicular wall including offsets, bays, and other minor modulating treatments not more than five feet deep.

Gross SF/Floor. Floor area in square feet within the surrounding exterior walls measured from the interior wall surface and including openings in the floor plate such as vent shafts, stairwells, and interior atriums.

Natural Drainage Practices. Techniques such as rain gardens, pervious pavement, vegetated roofs, and amended soils that manage stormwater runoff in a manner that improves the quality of runoff and more closely mimics natural drainage flows and rates than traditional stormwater techniques.

Node. An area or district where planned transportation facilities will support sufficient development intensity, amenities, recreation opportunities, and a mix of uses that foster a high level of pedestrian activity.

Operations and Maintenance Satellite Facility (OMSF). A type of essential public facility, and refers to a regional light rail transit facility component used for overnight storage and maintenance of the expanded fleet of light rail vehicles as described in the Sound Transit “Link Operations and Maintenance Satellite Facility Environmental Scoping Information Report” dated September 2012, and other related documents.

Project Limit. A lot, portion of a lot, or combination of lots or portions of lots treated as a single development parcel for purposes of the Land Use Code. A project limit may cross a right-of-way as long as the project limit results in a cohesive design and the Master Development Plan process is used.

Rapid Charging Station. An industrial grade electrical outlet that allows for faster recharging of electric vehicle batteries through higher power levels, which meet or exceed any standards, codes, and regulations set forth in Chapter 19.28 RCW and consistent with the rules adopted by the Building Code Council for electric vehicle infrastructure requirements.

Regional Transit Authority (RTA). Regional Transit Authority” refers to an agency formed under the authority of Chapters 81.104 and 81.112 RCW to plan and implement a high capacity transportation system within a defined region.

Required Ground Floor Uses. Retail and commercial activities or a combination thereof as permitted by LUC 20.25D.070 that are required to be located on the ground floor. Ground floor uses shall be located as indicated in LUC Figure 20.25D.130.A.

Tower. That portion of a building that is in excess of 40 feet above average finished grade for any building with a maximum allowable height of 70 feet or greater.

Tree Well. A tree planting area, generally within a paved surface area.

Work-Live Unit. A commercial building or tenant space that includes a functionally related and integrated residential unit. Employees and walk-in trade are permitted.

B. General Definitions Not Applicable to Bel-Red.

General definitions not applicable to Bel-Red are noted in the text of the general definitions contained in Chapter 20.50 LUC.

Section ____.

20.25D.070 Land Use Charts.

The following charts apply to Bel-Red. The use charts contained in LUC 20.10.440 do not apply within the Bel-Red land use districts.

Chart 20.25D.070

Transportation and Utilities Uses in Bel-Red Land Use Districts.

		Transportation and Utilities – Bel-Red Districts						
STD	LAND	Bel-Red	Bel-Red	Bel-Red				Bel-Red
		Medical	Office	Residential		Bel-Red	Bel-Red	Office
USE	LAND USE	Office/	Residential/	Commercial	Bel-Red	General	Commercial	Residential
		Node	Nodes	Nodes	Residential	Commercial	Residential	Transition
CODE	LAND USE	BR-	BR-OR/	BR-				
REF	CLASSIFICATION	MO/	OR-1 OR-	RC-1 RC-2	BR-R	BR-GC	BR-CR	BR-ORT
		MO-1	2	RC-3				
4	Transportation, Communications and Utilities							

		Transportation and Utilities – Bel-Red Districts						
STD LAND USE CODE REF	LAND USE CLASSIFICATION	Bel-Red Medical Office/ Node	Bel-Red Office Residential/ Nodes	Bel-Red Residential Commercial Nodes	Bel-Red Residential	Bel-Red General Commercial	Bel-Red Commercial Residential	Bel-Red Office Residential Transition
		BR- MO/ MO-1	BR-OR/ OR-1 OR- 2	BR- RC-1 RC-2 RC-3	BR-R	BR-GC	BR-CR	BR-ORT
41	Rail Transportation: Right-of-Way, Yards, Terminals, Maintenance Shops	C/C	C/C	C	C	C	C	C
42 4291	Motor Vehicle Transportation: Bus Terminals, Taxi Headquarters					C		
4214 422	Motor Vehicle Transportation: Maintenance Garages and Motor Freight Services (15)	C/	C/			C		
43	Aircraft Transportation: Airports, Fields, Terminals, Heliports, Storage and Maintenance	C 1	C 1					
	Accessory Parking (2,3,16)	P/P	P/P	P	P 4	P	P	P
46	Auto Parking Commercial Lots and Garages (5, 16)	/P	/P	P				
	Park and Ride (6, 16)		C/C	C				
475	Radio and Television							

STD LAND USE CODE REF	LAND USE CLASSIFICATION	Transportation and Utilities – Bel-Red Districts						
		Bel-Red Medical Office/ Node	Bel-Red Office Residential/ Nodes	Bel-Red Residential Commercial Nodes	Bel-Red Residential	Bel-Red General Commercial	Bel-Red Commercial Residential	Bel-Red Office Residential Transition
		BR- MO/ MO-1	BR-OR/ OR-1 OR- 2	BR- RC-1 RC-2 RC-3	BR-R	BR-GC	BR-CR	BR-ORT
	Broadcasting Studios							
485	Solid Waste Disposal (7)							
	Highway and Street Right- of-Way (8, 16)	P	P/P	P	P	P	P	P
	Utility Facility	C	C/C	C	C	C	C	C
	Local Utility System	P	P/P	P	P	P	P	P
	Regional Utility System	C	C/C	C	C	C	C	C
	On- and Off-Site Hazardous Waste Treatment and Storage Facilities							
	Essential Public Facility (9)	C	C/C	C	C	C	C	C
	Regional Light Rail Transit Systems and Facilities (17)	C/P	C/P	C/P	C/P	C/P	C/P	C/P
	<u>Operations and maintenance satellite facility (OMSF)</u>	<u>(18)</u>	<u>(18)</u>		<u>(18)</u>	<u>(18)</u>		
	Wireless Communication Facility (WCF): (without	10, 11, and 12	10, 11, and 12	10, 11, and 12	10, 11, and 12	10, 11, and 12	10, 11, and 12	10, 11, and 12

		Transportation and Utilities – Bel-Red Districts						
STD LAND USE CODE REF	LAND USE CLASSIFICATION	Bel-Red Medical Office/ Node	Bel-Red Office Residential/ Nodes	Bel-Red Residential Commercial Nodes	Bel-Red Residential	Bel-Red General Commercial	Bel-Red Commercial Residential	Bel-Red Office Residential Transition
		BR- MO/ MO-1	BR-OR/ OR-1 OR- 2	BR- RC-1 RC-2 RC-3	BR-R	BR-GC	BR-CR	BR-ORT
	WCF Support Structures)							
	Communication, Broadcast and Relay Towers Including WCF Support Structures (Freestanding)	10, 11	10, 11	10, 11	10, 11	10, 11	10, 11	10, 11
	Satellite Dishes (13)	P	P/P	P	P	P	P	P
	Electrical Utility Facility (14)	A C/A C	A C/A C	A C	A C	A C	A C	A C

Existing uses in the Bel-Red District are regulated pursuant to LUC 20.25D.060.

Key

P – Permitted Use

C – Conditional Use (see Parts 20.30B and 20.30C LUC)

A – Administrative Conditional Use (see Part 20.30E LUC)

Notes: Uses in land use districts – Transportation and Utilities.

(1) Aircraft transportation is limited in these districts to government and hospital heliports used exclusively for emergency purposes and regulated pursuant to the terms of LUC 20.20.450.

(2) Accessory parking requires approval through the review process required for the primary land use which it serves pursuant to Chart 20.25D.070.

- (3) The location of an off-site parking facility shall be approved by the Director. See LUC 20.25D.120.
- (4) Accessory parking is not permitted in the BR-R land use district as accessory to any use that is not permitted in BR-R.
- (5) Commercial lots and garages are only permitted to accommodate short-term parking (four hours or less). Parking structures are required to meet the performance standards contained in LUC 20.25D.120.D.
- (6) A park and pool lot or other carpool facility is regulated as a park and ride. A park and ride providing no more than 50 parking spaces, and utilizing the parking area of an established use, shall be regulated as an accessory use under LUC 20.20.200. Any other park and ride requires a conditional use permit.
- (7) Solid waste disposal facilities may be continued as an existing use pursuant to LUC 20.25D.060, provided all requirements in LUC 20.20.820 are met.
- (8) Design is required to meet the standards contained in LUC 20.25D.140 and the 2008 Transportation Department Design Manual as currently adopted or subsequently amended or superseded.
- (9) Refer to LUC 20.20.350 for general requirements applicable to Essential Public Facilities (EPF).
- (10) Wireless communication facilities (WCFs) are not permitted on residential structures, sites developed with a residential use, or on undeveloped sites located in the BR-R land use district. This note does not prohibit locating a WCF on nonresidential structures (i.e., churches, schools, public facility structures, utility poles, etc.) or in public rights-of-way in any BR land use district.
- (11) Refer to LUC 20.20.195 for general requirements applicable to wireless communication facilities and other communication, broadcast, and relay facilities.
- (12) Antennas and associated equipment used to transmit or receive fixed wireless signals when located at a fixed customer location are permitted in all land use districts and are exempt from the requirements of LUC 20.20.010, 20.20.195 and 20.20.525 so long as the antenna and equipment comply with 47 C.F.R. 1.4000, now or as hereafter amended. A building permit may be required to ensure safe installation of the antenna and equipment.
- (13) Refer to LUC 20.20.730 for general requirements applicable to Large Satellite Dishes. In BR-OR, BR-OR-1, BR-OR-2, BR-RC-1, BR-RC-2, BR-RC-3, BR-CR, and BR-R, only the provisions of LUC 20.20.730.B and 20.20.730.C shall apply.

(14) For the definition of Electrical Utility Facility see LUC 20.50.018 and for reference to applicable development regulations relating to electrical utility facilities see LUC 20.20.255. For new or expanding electrical utility facilities proposed on sensitive sites as described by Figure UT.5a of the Utilities Element of the Comprehensive Plan, the applicant shall obtain Conditional Use Permit approval under Part 20.30B LUC, complete an alternative siting analysis as described in LUC 20.20.255.D and comply with decision criteria and design standards set forth in LUC 20.20.255. For expansions of electrical utility facilities not proposed on sensitive sites as described by Figure UT.5a, the applicant shall obtain Administrative Conditional Use Permit approval under Part 20.30E LUC and comply with decision criteria and design standards set forth in LUC 20.20.255.

(15) Battery Exchange Stations are ancillary to Motor Vehicle Transportation, and are permitted through the applicable review process as a component of that use. Operators of Battery Exchange Stations must comply with federal and state law regulating the handling, storage, and disposal of batteries.

(16) Electric Vehicle Infrastructure, excluding Battery Exchange Stations, is ancillary to motor vehicle parking and highways and rights-of-way, and is permitted through the applicable review process as a component of that use.

(17) Refer to Part 20.25M LUC, Light Rail Overlay District, for specific requirements applicable to EPF defined as a regional light rail transit facility or regional light rail transit system pursuant to LUC 20.25M.020. A Conditional Use Permit is not required when the City Council has approved a regional light rail transit facility or regional light rail transit system by resolution or ordinance, or by a development agreement authorized by Chapter 36.70B RCW and consistent with LUC 20.25M.030.B.1.

(18) Refer to LUC 20.25D.105 for specific requirements applicable to EPF defined as an Operations and Maintenance Satellite Facility (OMSF) pursuant to LUC 20.25D.020. An OMSF is permitted through approval of a Master Development Permit and associated Design Review (Process II) when the application conditions of LUC 20.25D.105.C have been met. When the application conditions of LUC 20.25D.105.C have not been met, an OMSF shall require approval through a Conditional Use Permit (Process I) and shall meet the requirements of LUC 20.20.350 in addition to the requirements of LUC 20.25D.105.D.

Section ____.

20.25D.105 Operations and Maintenance Satellite Facility Development Requirements.

A. Applicability. This section applies to property where the use, construction, or installation of an OMSF is proposed, including areas disturbed temporarily during construction and identified for mitigation of permanent and temporary impacts related thereto.

B. Purpose. The purpose of this part is to:

1. Provide certainty and predictability for the City, the Regional Transit Authority, and the public with respect to Land Use Code requirements and processes applicable to an OMSF;
2. Provide a mechanism for addressing any applicable Land Use Code requirements that are impractical or infeasible for an OMSF;
3. Facilitate transparent and efficient decision making and interagency cooperation between the City of Bellevue and the Regional Transit Authority;
4. Ensure that the design, development, construction and operation of the OMSF is consistent with applicable Comprehensive Plan and Subarea Plan Policies; and
5. Ensure that the development, construction and operation of the OMSF complies with applicable Bellevue City Codes, including without limitation the noise control code, Chapter 9.18 BCC, and the environmental procedures code, Chapter 22.02 BCC.

C. Who May Apply. A Regional Transit Authority authorized under Chapter 81.112 RCW, as may be hereinafter amended, may apply for Master Development Permit and Design Review approvals required by the terms of LUC 20.25D.070 Transportation and Utilities Chart Note (18) to develop an OMSF; provided, the following conditions have been satisfied for all properties affected by the permit application:

1. The Regional Transit Authority has completed environmental review of the OMSF site identified in the City of Bellevue; and

2. Design elements agreed to in any MOU between the Regional Transit Authority and the City of Bellevue have been included in the environmental review completed to support siting and development of the OMSF; and,
4. The OMSF is designed to serve or accommodate storage of no more than 96 cars; and,
5. A final decision regarding location of the OMSF site has been made by the Regional Transit Authority.

D. Applicable Land Use Code Provisions.

1. Applicable Bel-Red Land Use District Sections Incorporated by Reference. Predictability and certainty with respect to substantive Land Use Code requirements ensures that an OMSF design is sensitive to the context of the underlying land use district, and that temporary and permanent impacts are appropriately mitigated. The following Bel-Red Land Use District sections of the Land Use Code are expressly incorporated into the provisions of this Section 20.25D.105 and made applicable to an OMSF within that land use district:
 - a. LUC 20.25D.010 – General;
 - b. LUC 20.25D.020 – Definition Specific to Bel-Red;
 - c. LUC 20.25D.030 – Review Required;
 - d. LUC 20.25D.050 – Permitted Uses;
 - e. LUC 20.25D.070 – Transportation and Utilities Use in Bel-Red Land Use Districts;
 - f. LUC 20.25D.110.B, D, E, F – Various Landscape Standards;
 - g. LUC 20.25D.110.H – Fences;
 - h. LUC 20.25D.120 – Parking, Circulation and Internal Walkway Requirements;
 - i. LUC 20.25D.130.E – Building Materials;
 - j. LUC 20.25D.150 – Design Guidelines

2. The following development requirements shall apply to the OMSF use in addition to the provisions contained in paragraph D.1 above.

a. Dimensional Requirements

i. Height Limitations. The height limitation applicable to OMSF structures is 45 feet.

ii. Setbacks. On 120th Ave NE, the minimum setback applicable to the OMSF facility is as agreed to between the Regional Transit Authority and the City. On perimeter property lines other than 120th Ave NE, the setback to the OMSF facility is determined by the landscaping required by paragraph D.2.b below.

b. Landscaping for OMSF Use.

i. The OMSF use requires 15 feet of Type I landscaping pursuant to the requirements of LUC 20.20.520.G.1 on all sides of the facility when not housed within a building. Type V landscaping is required within all parking areas.

ii. Existing Vegetation in Lieu of Landscape Development. If the proposal is located within the Critical Areas Overlay District, the Director may waive the planting requirements of paragraph D.2.b.i of this section and allow the use of native vegetation that exists within a critical area or within a critical area buffer in lieu of landscape development if the width of that existing vegetated area equals at least twice the dimension required by paragraph D.2.b.i of this section and the dense sight barrier purpose of the Type I landscaping is achieved. Supplemental landscaping may also be added adjacent to a buffer to create the necessary width.

iii. The Director will allow the planting requirements of paragraphs D.2.b.i of this section to be satisfied within a critical area buffer where landscaping is added pursuant to a habitat improvement plan meeting the requirements of LUC 20.25H.055, provided that the dense sight barrier purpose of the Type I landscaping is achieved.

iv. All landscaping of the OMFS shall comply with the provisions contained in LUC 20.20.520.F.5, F.8, and I.

v. Additional Landscaping Provisions:

(1) Landscape development required by this paragraph shall be installed and maintained pursuant to the guidance set forth in the Environmental Best Practices and Design Standards (Bellevue Parks Department 2006), now or hereafter amended.

(2) Maintenance of Landscape Screening. Landscape screening is required to be maintained by the owner of the OMSF for the life of the project. Maintenance of landscape screening may be reassigned pursuant to voluntary written agreement filed with the Development Services Department and King County Recorder's Office or its successor agency.

(3) The applicant may request a modification of the landscape requirements contained in the section pursuant to the provisions of LUC 20.20.520.J; provided, however, that modification of the provisions of paragraph D.2.b.ii of this section shall not allow disturbance of a critical area or critical area buffer.

c. Light and Glare. The provisions of LUC 20.20.522 shall apply to the generation of light and glare from OMFS facilities.

d. Mechanical Equipment. Mechanical equipment shall be required to meet the requirements of LUC 20.20.525. Any mechanical screening associated with the OMSF shall be consistent with the landscaping requirements of paragraph B of this section.

e. Recycling and Solid Waste. Solid waste and recyclable material collection areas shall be provided for workers maintaining and operating the OMSF and for removal of waste generated by operation of the OMSF. The applicable sections of LUC 20.20.725 shall apply.

f. Critical Areas.

i. General. The provisions of Part 20.25H LUC, Critical Areas Overlay District, apply except as modified pursuant to the provisions of this paragraph.

ii. An applicant seeking approval of an OMSF is not required to demonstrate that no technically feasible location alternative with less impact exists; provided, that the the application conditions of LUC 20.25D.105.C have been met. If the application conditions of LUC 20.25D.105.C have not been met, the Regional Transit Authority will be required to demonstrate that no technically feasible location alternative exists consistent with the terms of LUC 20.25H.055.C.2.a.

E. Administrative Modification Process. Due to the unique nature of an OMSF use, strict application of LUC provisions will not always be practical or feasible. The purpose of this paragraph is to provide an administrative modification process to modify or waive provisions of the Land Use Code when the strict application will render the construction or operation of the OMFS impracticable or infeasible.

1. Decision Criteria. The City, including the Director, may approve or approve with conditions a modification or waiver from the provisions of the Land Use Code if the following criteria have been met:

a. The modification or waiver is the minimum reasonably necessary to make construction or operation of the OMSF practicable and feasible; or

b. The modification or waiver is reasonably necessary to implement or ensure consistency with other related actions approved by the City Council with respect to the OMSF including, but not limited to, any development agreement between the City and the Regional Transit Authority.

2. Limitation on Authority. The Director may not grant a modification or waiver to:

a. The provisions of LUC 20.25D.070 establishing the allowable uses in each land use district in Bel-Red.

b. The provisions of Chapters 20.30 and 20.35 LUC or any other procedural or administrative provision of the Land Use Code; or

c. Any provision of the Land Use Code or this overlay which, by the terms of the code or overlay, are specifically identified as not subject to modification or waiver, unless such modification is necessary to comply with the terms of subsection E.1.b of this section.

EXHIBIT L

Intentionally Omitted

EXHIBIT M

Topic	Value (\$)	City Role & Scope	ST Role & Scope	Timing of Expenditure
A. Sound Transit Performing Work for City - Lump Sum				
Alcove Creek	\$240,000	City to design outfall and obtain project permits	Sound Transit to include work in E320 construction documents and construct.	Payment to be made with selection of E320 construction contractor, prior to Notice to Proceed (NTP).
Total Lump Sum - City to ST	\$240,000			

B. Sound Transit Performing Work for City - Actual Costs				
Spring Blvd Zone 1 (abutment west of the Eastside Rail Corridor east to 120 th Avenue NE)	TBD Per Negotiations with GC/CM	City to design roadway improvements; potential to phase project to have GC/CM construct East Link structure/crossing only.	Sound Transit to include language in GC/CM contract; GC/CM to review design plans and provide cost to construct.	City to complete design in 2015. Construction TBD by GC/CM contractor. Payment to be made after negotiation with GC/CM, and with signed change order that includes work in construction contract. Payment to be based on GC/CM construction payment schedule.
Total Actual Costs - City to ST	TBD			

C. City Performing Work for Sound Transit - Lump Sum Agreements				
Mercer Slough Boardwalk and Blueberry Farm retail Structure	\$2,340,000	City to design and construct reconnection of boardwalk and new retail structure. City goal is operational prior to revenue service	Sound Transit to reimburse City for design and construction of Mercer Slough mitigation measures not included in Sound Transit construction documents and construction contract.	Payment for design and trail signage during construction (\$179,000) to be made 60 days after signing of MOU; payment for construction (\$2,161,000) to be made with selection of construction contractor, prior to Notice to Proceed (NTP).
Surrey Downs Park Mitigation	\$412,000	City design and construct entrance roadway, parking area and landscaping to connect to Sound Transit frontage modifications	Sound Transit to reimburse City for design and construction of park mitigation improvements not included in Sound Transit construction documents and construction contract.	Payment for design and construction to be made 60 days after signing of MOU.

Topic	Value (\$)	City Role & Scope	ST Role & Scope	Timing of Expenditure
Traffic Signal Controllers	\$425,000	City acquire, test, and commission traffic signals	Sound Transit to reimburse City for acquisition and work performed to commission controllers	Payment to be made in advance of procurement. City will notify Sound Transit when 90 days prior to procurement.
112th Ave SE Waterline Replacement	\$180,000	City to replace 300 LF of AC water line (as part of 2015-2018 utilities replacement) prior to Station/PnR occupancy permit	Sound Transit to reimburse City.	Payment to be made 60 days after signing MOU.
Temporary Bus Stop on BWSE	\$30,000	City to design temporary bus pad on BWSE at 112th Avenue SE	ST to incorporate into E320 construction documents and construct	Payment to be made 60 days after signing MOU.
Total Lump Sum - ST to City	\$3,387,000			

D. Utility Relocation Reimbursement				
BWSE Franchise Utility Undergrounding	Estimated \$570,000	City to: enter into agreement with PSE per Schedule 74; invoice Sound Transit for actual work performed by PSE	Sound Transit to: include relocation work in E320 construction documents; construct trench and coordinate traffic control.	Anticipated relocation to begin in 2016, concurrent with E320 construction contract. City will invoice Sound Transit upon receiving invoice from PSE.
Total Actual Costs - ST to City	\$570,000			

E. Shared Costs	Total Project Cost	City Role & Scope	ST Role & Scope	Timing of Expenditure
120 th Avenue NE - Design - Construction	\$4,687,563 \$16,521,840 (Estimated)	City to design and construct project, and acquire all property rights.	Sound Transit to reimburse City for design, construction costs, , and property rights as agreed upon in the cost sharing agreement	Payment per 120 th /124 th cost sharing agreement.
124 th Avenue NE - Design - Construction	\$3,081,235 \$12,433,475 (Estimated)	City to design and construct project; City to reimburse Sound Transit for property rights as agreed upon in the cost sharing agreement	Sound Transit to acquire all property rights necessary for the project; Sound Transit to reimburse City for design and construction costs as agreed upon in the cost sharing agreement.	Payment per 120 th /124 th cost sharing agreement.

EXHIBIT N

**FUNDING, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION
ADMINISTRATION AGREEMENT
FOR ROADWAY AND EAST LINK PROJECT IMPROVEMENTS
AT 120TH AVE NE AND 124TH AVE NE**

This Agreement, made and entered into this ___ day of May, 2015 between the City of Bellevue, herein after called “City,” and the Central Puget Sound Regional Transit Authority 401 South Jackson Street, Seattle, Washington 98104, herein after called “Sound Transit,” each of which is referred to herein individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, the City is a non-charter optional municipal code City incorporated under the laws of the State of Washington, with authority to enact laws and enter into Agreements to promote the health, safety and welfare of its citizens and for other lawful purposes; and

WHEREAS, Sound Transit is a regional transit authority created pursuant to chapters 81.104 and 81.112 Revised Code of Washington (RCW) with all the powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties; and

WHEREAS, the City and Sound Transit entered into an Umbrella Memorandum of Understanding hereinafter “MOU” for Intergovernmental cooperation regarding the East Link Project, on November 15, 2011, and First Amendment to the MOU on June 21, 2013; and

WHEREAS, the MOU provides for subsequent Agreements that may be necessary to fully implement the project and that the final form of such Agreements will need to be developed; and

WHEREAS, the MOU provides for a collaborative design process throughout the final design of the East Link project; and

WHEREAS, in November 2011, the Parties entered into a Transit Way Agreement which provides Sound Transit’s temporary and long term use of City right-of-way; and

WHEREAS, the Parties have entered into an Amended and Restated Umbrella Memorandum of Understanding dated May ___, 2015, which authorized execution of this Agreement; and

WHEREAS, Sound Transit and the City have agreed to a project alignment for East Link, which will require raising the existing street roadway profile of 120th Avenue NE and 124th Avenue NE to facilitate a retained cut station and alignment; and

WHEREAS, the City has adopted a Capital Investment Plan Program “CIP,” which includes advancing the necessary City design, right-of-way, and construction of planned arterial

street improvements identified in the City's Comprehensive Plan, Transportation Facilities Plan (TFP), and CIP for 120th Ave NE, between NE 12th Street and NE 16th Street, CIP Plan Project PW-R- 168, and 124th Ave NE, between NE Spring Boulevard and NE 18th Street, CIP Plan Project PW-R-166; and

WHEREAS, the Parties have agreed that it is of benefit to have the arterial street improvements constructed and substantially completed as early as reasonably possible prior to Sound Transit's construction of the East Link project and associated contract package known as E-335; and

WHEREAS, the City and Sound Transit desire to coordinate the design, right-of-way acquisition and construction of the 120th Avenue NE and 124th Avenue NE projects to improve efficiency and to reduce costs to the Parties as well as the public and private property owners whose property is necessary to construct and operate the two projects; and

WHEREAS, the City has designed 120th Avenue NE and 124th Avenue NE projects, with input, review, and concurrence from Sound Transit; and

WHEREAS, the City will act as the lead agency in completing the design and constructing the arterial street improvements including the bridge and supporting structures and systems; and

WHEREAS, the City shall be responsible for the bid advertisement, award, construction administration, materials testing, and agency representation of the arterial street improvements; and

WHEREAS, Sound Transit shall be responsible for concurrence of the design, inspecting the work, and taking ownership and control of those portions of the 120th Avenue NE and 124th Avenue NE Projects which are necessary to raise the existing street roadway profile for the East Link Project; and

WHEREAS, the Parties shall be responsible for acquiring all necessary property rights as set forth in this Agreement from private and public property owners to construct and operate their respective projects and systems, and have agreed on a common and joint approach to coordinating the appraisal analysis and securing the necessary rights required.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the MOU, the Parties agree to the following terms and conditions:

1.0 PURPOSE:

The East Link Project, defined below, is designed to cross under two existing roadways, 120th Avenue NE and 124th Avenue NE, which will require elevating the profile of the roadway. The City has identified 120th Ave NE, between NE 12th Street and NE 16th Street (CIP Plan Project PW-R- 168)(the "120th Project"), and 124th Ave NE, between NE Spring Boulevard and NE 18th Street (CIP Plan Project PW-R-166) (the "124th Project") for widening and other

improvements described below (collectively referred to as “Project”). The City and Sound Transit desire to coordinate and share the costs for the design, right-of-way acquisition and construction of the Project to improve efficiencies and reduce costs.

The purpose of this Agreement is to identify and define the responsibilities of the Parties with respect to funding, design, property acquisition, and construction for the Project, including but not limited to underground and overhead utilities, arterial street improvements, bridge, bridge abutments, piers (excluding architectural finishes), pier cap, retaining walls, railings and fencing, asphalt and concrete pavements, illumination systems, traffic signal systems, landscaping, curb and gutter, and sidewalks.

2.0 DEFINITIONS

2.1 East Link Project. Contract Package E335 of the East Link leaves the former BNSF Railway corridor at-grade and then transitions to a retained cut under 120th Ave NE to a retained cut at 120th Station. After leaving the 120th Station, the route continues in a retained cut under 124th Ave NE. The retained cut rail profile requires raising the existing roadway profiles, and constructing new bridges spanning the retained cut. As depicted and described in **Exhibits A and B** attached hereto and incorporated herein.

2.2 120th Project. The 120th Project includes elevating the existing roadway profile, including the bridge and supporting structures and systems, to accommodate the East Link Project and completing widening and other improvements of 120th Ave NE, between NE 12th Street and NE 16th Street as identified in CIP Plan Project PW-R-168. As depicted and described in **Exhibit A** attached hereto and incorporated herein.

2.3 124th Project. The 124th Project includes elevating the existing roadway profile, including the bridge and supporting structures and systems, to accommodate the East Link Project and completing widening and other improvements of 124th Ave NE, between NE Spring Boulevard and NE 18th Street as identified in CIP Plan Project PW-R-166. As depicted and described in **Exhibit B** attached hereto and incorporated herein.

2.4 Right-of-Way Defined. The “Right-of-Way” is comprised of the property and property rights Sound Transit needs to acquire to construct improvements in a raised profile configuration and the City needs to acquire to construct an arterial street improvement.

2.5 Right-of-Way-Costs include but are not limited to administrative costs, appraisal, and other consultant fees, negotiation costs, condemnation costs, legal fees (internal and/or external), attorney’s fees and costs if awarded, damages or cost to cure, relocation expenses and just compensation for fee, permanent and temporary easements, or other construction rights. Section 3.0 of this Agreement identifies the Right-of-Way to be acquired and conveyed by either Party, and what portion of the

cost sharing of the Right-of-Way-Costs is assigned to each of the Parties for fee, permanent and temporary easements or other construction rights.

3.0 PROPERTY ACQUISITION

3.1 Acquisition of property for 120th Project – City as Lead Agency. The Parties have identified the Right-of-Way necessary for the 120th Project as generally depicted and described in **Exhibit C**. The City is designated as the Lead Agency and is authorized to acquire all Right-of-Way for construction of the 120th Project. Such acquisition authorization includes making offers to, negotiating agreements with, and commencing any actions under eminent domain to acquire the property necessary for the 120th Project.

3.2 Acquisition of property for 124th Project – Sound Transit as Lead Agency. The Parties have identified the Right-of-Way necessary for the 124th Project as generally depicted and described in **Exhibit D**. Sound Transit is designated as the Lead Agency and is authorized to acquire all Right-of-Way for construction of the 124th Project. Such acquisition authorization includes making offers to, negotiating agreements with, and commencing any actions under eminent domain to acquire the property necessary for the 124th Project. Upon acquisition of the necessary property rights for the 124th Project, Sound Transit shall execute a Temporary Construction Easement, in substantially the form attached hereto as **Exhibit E** granting the City, and its respective employees, representatives, agents, and contractors, access upon, over, across and under property acquired by Sound Transit for the 124th Project and East Link guide-way and 120th Station, which are necessary for the construction of the improvements contemplated under this Agreement.

3.3 Lead Agency Responsibilities and Standards.

3.3.1 **Negotiation.** Both Parties acknowledge that they are required to pay fair market value for the Right-of-Way for the Project. The Parties also acknowledge that the Project is being constructed with public funds and that such acquisitions may impact project budgets. As further outlined in this Agreement, the assigned property agents shall keep each other informed of the status of negotiations and shall consider input from each other as to settlement.

3.3.2 **Acquisition Process.** In addition to the agreed process steps outlined in this Section, the Parties agree to follow applicable agency regulations and guidelines in conducting their respective property acquisition activities, and further acknowledge that the property acquisitions processes may involve additional required steps, to be determined by the Real Property agents for the City and Sound Transit responsible for the acquisitions. Acquisitions shall comply with all necessary grant funding requirements, and FHWA, WSDOT, and FTA certification requirements and provisions.

- 3.3.3 **Feasibility/Appraisal/Other Document Exchange.** At the time of conveyance, the assigned property agent for the Lead Agency shall provide a copy of their complete acquisition file for each parcel identified to the assigned property agent for the other Party. Such acquisition file may include title report(s), feasibility studies, appraisal(s), review appraisal(s), and other relevant documents related to the acquisition.
- 3.3.4 **Right-of-Way Certification.** The City shall be responsible for coordinating with WSDOT for Right-of-Way Certification. For those parcels on which Sound Transit is the Lead Agency, Sound Transit shall coordinate with the City to ensure the Right-of-Way Certification procedures are followed, diaries of communications with property owners are maintained, and appropriate documentation is provided to the City for such Right-of-Way Certification.
- 3.3.5 **Utilities.** For the 120th Ave NE and 124th Ave NE Projects, where there are recorded private utility easements with existing franchise utilities, which require relocation for the purposes of constructing the roadway improvements and require acquisition of new private easement rights, the City shall develop the necessary agreement with the franchise utility and be responsible for negotiations, acquisition, and compensation for those necessary easements.

3.4 Payment – Property Acquisition. The Parties acknowledge that certain property interests, and/or certain damages are associated only with the City’ improvements to 120th Avenue NE, and 124th Avenue NE, or only with Sound Transit’s project to elevate the roadways to accommodate the East Link project, and that certain other interests are required, to various degrees, for each Project. The Parties agree that **Exhibit F** accurately captures their respective percentage of responsibility for Right-of-Way Costs for the Projects.

Each Party shall be responsible to pay its identified percentage of actual Right-of - Way Costs incurred for the Project to the Lead Agency in the manner set forth in this Agreement. Each Party’s respective obligation to pay the percentage set forth herein shall apply to the final just compensation established for each property, regardless of how the compensation is established, and regardless of whether the final just compensation amount is higher or lower than the agency’s appraised amount, subsequent offers or amended offers, negotiated settlement or judgment at trial (Final Just Compensation). Such obligation shall also include all the costs associated with acquiring the Right-of-Way as defined in Section 2.5 of this Agreement.

3.5 Schedule. The Parties agree that time is of the essence and to initiate property acquisition for those parcels for which they have been designated as Lead Agency immediately following execution of this Agreement or as soon thereafter as reasonably practical. The Parties shall use best efforts to acquire the necessary property rights for the Project in accordance with all regulatory and acquisition

procedures, which secures all necessary right-of-way for 120th Ave NE on or before August 1, 2015, and secures all necessary right-of-way for 124th Ave NE on or before November 10, 2015. In the event condemnation is required and enforced, these dates shall be March 11, 2016, and December 30, 2015, respectively. These dates are critical to allowing construction to begin as early as possible, and minimize other financial risks and obligations of each Party.

3.6 Coordination. The Parties shall work cooperatively to respond to and work with affected property owners regardless of the Lead Agency assigned to the acquisition. All final design and construction inquiries shall be directed to the City as they are lead for final design, construction, and administration of the construction contract. The City shall consult with Sound Transit where inquiries are related to construction of facilities that will be owned and maintained by Sound Transit.

3.7 Modifications to Right-of-Way Necessary for the Project. The Parties acknowledge that modifications to the Right-of-Way for the Project may be necessary to address alterations to the Project, property acquisition negotiations, or other issues encountered. The Parties shall work cooperatively to update **Exhibits C, D, H and I** to address such concerns, which may include more detailed parcel maps. Such modifications shall not alter the Parties' proportionate share of responsibility identified in **Exhibit F**.

3.8 Payment. Upon determination of Final Just Compensation, the Lead Agency shall invoice, with all necessary backup documentation, the other Party for their percentage of responsibility as identified in **Exhibit F**. The Party invoiced shall remit payment within sixty (60) days of receipt of such invoice, unless otherwise agreed to by the Parties. Invoices and payments to the City shall be sent to the City's Designated Representative set forth in Section 9.0 of this Agreement. Invoices and payments to Sound Transit shall be sent to "Sound Transit Accounts Payable, Union Station, 401 S. Jackson Street, Seattle, WA 98104." Failure to pay within sixty (60) days will be deemed a failure to perform and subject to the provisions of Section 10.0 Default set forth herein.

4.0 OWNERSHIP OF IMPROVEMENTS AND CONVEYANCE

4.1 Ownership of Improvements. Upon completion and Final Acceptance of the Project, each Party shall take ownership of its respective improvements identified in this Section as "City Improvements" and "Sound Transit Improvements" and further depicted and described in **Exhibits M and N**. Throughout the course of design and construction, each Party shall be solely responsible for approving the final design, inspecting the construction of, and taking ownership and control over the improvements to be owned by that Party.

4.1.1 **124th Project:**

- a. “City Improvements”: The City shall own and maintain all improvements above the pile cap, excluding the Sound Transit Throw Screens, as depicted and described on **Exhibit M**.
- b. “Sound Transit Improvements”: Sound Transit shall own and maintain all improvements below the pile cap and the Sound Transit Throw Screens above the pile cap, as depicted and described on **Exhibit M**.

4.1.2 **120th Project**

- a. “City Improvements”: The City shall own and maintain all improvements above the pile cap, excluding the Sound Transit Throw Screens, as depicted and described on **Exhibit N**. The City shall also own and maintain the storm drainage pipe and casing, which passes under the East Link Project, as depicted and described on **Exhibit N**.
- b. “Sound Transit Improvements”: Sound Transit shall own and maintain all improvements below the pile cap and the Sound Transit Throw Screens above the pile cap, as depicted and described on **Exhibit N**.

4.2 Conveyance

- 4.2.1 Transit Way Agreement. Upon completion and final acceptance of the Project, the City’s Transportation Director and Sound Transit’s Executive Director of Design Engineering Construction Management shall update Exhibits “A” and “B” of the Transit Way Agreement to reflect the widened and improved roadway as contemplated in Section 4.0 of the Transit Way Agreement dated November 2011. All Sound Transit Improvements within the footprint of the improved Public Rights-of-Way shall be subject to the grant of the Transit Way Agreement and all other terms and conditions contained therein.
- 4.2.2 120th Project. Upon completion and final acceptance of the 120th Project, the City shall execute all documents necessary to transfer the property rights generally depicted and described in the attached **Exhibit H** to Sound Transit for the East Link Project and Sound Transit Improvements not covered by Section 4.2.1 of this Agreement.
- 4.2.3 124th Project. Upon completion and final acceptance of the 124th Project, Sound Transit shall execute all documents necessary to transfer the property rights generally depicted and described in the attached **Exhibit I** to City for the City Improvements identified in this Section.

4.3 As-Built Copies: After physical completion of the Project, the City shall provide Sound Transit as-built copies in Auto-CAD format for all areas of Work, as defined in this Section to be owned by Sound Transit (the Sound Transit Improvements).

5.0 DESIGN

5.1 Design. The Design is the work necessary to complete the overall engineering design and associated costs for the Project between 30% preliminary design to final design, including supporting engineering through project bid advertisement, permitting, acquiring environmental approvals where applicable, utility coordination, consultant and administrative costs.

5.2 City Responsibilities.

- 5.2.1 The City shall be the Lead Agency for completing the final design of the Project including preparation of Plans, Specifications, and Cost Estimates (PS&E) in accordance with the City's Design Manual, WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, and Sound Transit's Design Construction Manual, where applicable. Design coordination shall include Sound Transit review, comment, and concurrence to advancing the final design. The City will address and document all deviation approvals related to the City's standards and Sound Transit's Design Criteria Manual, guidelines, and funding for related CIP improvements.
- 5.2.2 Design and related Construction documents shall be developed in accordance with applicable FHWA and FTA requirements, criteria, and grant funding provisions. The Parties shall coordinate to determine how and where requirements and provisions are applicable and how to best format necessary Plans, Contract Documents, Specifications, and Special Provisions ensuring compliance and resolution of any potential conflicts.
- 5.2.3 The City shall have the final approval with respect to the design of the City improvements.

5.3 Sound Transit Responsibilities.

- 5.3.1 Sound Transit shall support the City's completing the final design, and construction of the Project.
- 5.3.2 Sound Transit shall review, comment, and collaborate in reaching concurrence and resolution of comments for advancing the final design. The Parties will work to resolve all comments in providing a complete final set of documents for bid advertisement and construction. Any items identified for Addenda will also be coordinated with the City for inclusion in final contract documents.
- 5.3.3 Sound Transit will review and approve all deviations related to the East Link project and associated Design Construction Manual.

5.3.4 Sound Transit shall have the final approval with respect to the design of the Sound Transit Improvements.

5.3.5 Sound Transit's failure to comment, within twenty (20) working days, on any final design plans prior to bidding or construction shall be at Sound Transit's risk of loss.

5.4 Payment – Design. Sound Transit shall pay the City the sum of One Million Eight Hundred Eighty-Two Thousand Eight Hundred Forty-Six Dollars (\$1,882,846) for its proportionate share of the Design of the Project within sixty (60) days of invoice from the City accompanied by copies of invoices from City's consultants to verify costs. Such payment shall be sent to the City's Designated Representative set forth in Section 9.0 of this Agreement. Failure to pay within sixty (60) days will be deemed a failure to perform and subject to the provisions of Section 10.0 Default of this Agreement.

6.0 CONSTRUCTION CONTRACT ADMINISTRATION

6.1 Construction.

6.1.1 Definition of "Work." The provision of all labor, materials, tools, equipment, and everything needed to successfully complete the Project according to the construction contract(s). A brief description of the Work is included in **Exhibit J** attached hereto and incorporated herein.

6.1.2 Construction of the Project shall comply with the current edition of the Washington State Department of Transportation Standard Specifications for Municipal Construction, current edition City of Bellevue Special Provisions, current edition of the City of Bellevue Utility Engineering Standards, current edition of Sound Transit's Design Criteria Manual (DCM) for East Link, Utility relocation Agreements with third party utilities, property commitments, and approved deviations, where applicable.

6.1.3 Construction of the project shall follow the City's construction procedures including but not limited to construction inspection, dispute resolution, and acceptance of the project, including coordination with Sound Transit in the processing of Change Orders, Materials submittals and acceptance, and contract documentation or authorization of any additional work. A matrix establishing the limits of individual approval authority by representatives of the Parties is attached in **Exhibit K**.

6.2 City Responsibilities.

- 6.2.1 The City shall be responsible for the construction administration, inspection, materials testing, and agency representation during construction of the Project.
- 6.2.2 As Lead Agency, the City shall provide all necessary construction administration actions to administer and complete the Project.
- 6.2.3 The City shall have exclusive control of the Project, such that the Parties are satisfied that the final accepted work is performed in accordance with the contract documents.

6.3 Sound Transit Responsibilities.

- 6.3.1 Sound Transit shall be responsible for the inspection, materials reviews, and approvals for the Sound Transit Improvements defined in Section 4.1. Sound Transit's inspections, review comments, and approvals shall be coordinated and communicated through the City to the prospective contractor. Sound Transit will also be provided the opportunity, but shall not be obligated, to review and comment on bridge submittals, provided Sound Transit shall provide comment within ten (10) working days of notice from the City.

6.4 Bid Review and Award.

- 6.4.1 The City shall advertise, review bids, award, and administer the performance of the construction contract(s), perform inspections, materials testing, and represent all agency interests, including coordination and receiving authorization by WSDOT Local Programs to advertise and award the Project, as may be required.
- 6.4.2 **Advertising and Award:** Upon Bid opening the City shall review the bid proposals to determine the lowest responsible bidder and shall submit the name of the bidder and bid amount along with the names and bid amounts of the next lowest and responsive bidders to the Sound Transit Designated Representative within five (5) calendar days of the bid opening.
- 6.4.3 **Recommendation to accept or reject bids:** Within three (3) calendar days of receipt of the bid information, Sound Transit shall submit to the City Designated Representative their recommendation regarding the Bid Award to the lowest responsible bidder or justification for rejection of a bid proposal. Upon receipt of Sound Transit's written concurrence and recommendation to award to the lowest responsible bidder, the City shall

advance the recommendation to the Bellevue City Council by motion for award of a construction contract.

- 6.4.4 **City's Right to Reject Bids:** The City further reserves the right to reject any and all bids based on the City's determination of bid irregularities or non-responsive bids as provided in the City's codes and policies and the WSDOT Standard Specifications.
- 6.4.5 **Pre-Construction and Construction Meetings.** The City Designated Representative shall invite the Sound Transit Designated Representative to participate in pre-construction and on-going construction meetings with the City's contractor awarded the contract(s). The City shall represent all communications with the contractor, including issues or concerns that may be raised by Sound Transit.
- 6.4.6 **Compliance with laws:** The City shall secure, or cause the contractor to secure, all permits, approvals, licenses and inspections necessary for execution of the Work. Furthermore, the City shall be responsible or shall cause its contractor to be responsible, as applicable, for the Project's compliance with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on performance of the Work.
- 6.4.7 **Use, Control, and Maintenance:** Federal transit law requires a recipient of a federal grant or loan to have satisfactory continuing control over the use of and the ability to maintain the improvements and facilities constructed with federal funds. The facilities constructed under this Agreement will be operated for the purposes for which the grants were given over the useful life of the facilities. Any operating changes made to the facilities will be consistent with the federal continuing control requirement.

6.5 Design or Construction Contract Changes and/or Change Orders:

- 6.5.1 **Change Order Matrix.** The administration of change orders will typically follow the contract amounts and scalability as provided in **Exhibit K.**
- 6.5.2 **City Added Work.** The City in its sole discretion may add betterments to the scope of work as provided herein, and shall be solely responsible for all costs due to the betterments, including design, permitting, and increases on construction costs, including administration and inspection of the betterment, impacts to original work, and related construction working days or other related costs.

- 6.5.3 **Sound Transit Added Work.** Sound Transit may request the City to add additional work within the design and construction of the Project. 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. Upon Agreement to the scope of work to be added, Sound Transit shall be solely responsible for all costs due to the requested and agreed to additional work, and shall pay such costs within 45 days of invoice by the City.
- 6.5.4 **Verbal/Email Change Order Approval:** The City may request a verbal approval from the Sound Transit Designated Representative, which must be simultaneously confirmed by an email from the Sound Transit Designated Representative, for a change order if it is determined that it is in the best interest of the Project and the Parties to proceed with the work immediately in order to avoid added delay costs to the Project and approval shall not be unreasonable withheld by Sound Transit. Such verbal/email authorization will subsequently be captured by written Agreement and transmittal of the approved change order.
- 6.5.5 **Written Approval from Sound Transit:** For Change Orders that are not going to potentially pose a delay to the Project or are deemed within the scope of the Project intent, the City shall issue a written notice and request for approval from Sound Transit of the change order within five (5) working days from receipt of a complete change order from the City's contractor. Failure of Sound Transit within 10 working days to (a) issue written notice of rejecting the Change Order or (b) provide notice to the City that additional review time is necessary shall be deemed as approval of the Change Order.
- 6.5.6 **Change Orders that Exceed the "Project Total Budget":** A change order request that will cause the City to exceed the established "Project Total Budget" as shown on **Exhibit L**, shall be reviewed within forty-five (45) calendar days to allow the Parties time to identify sufficient funds to pay their proportionate share of the Work as set forth in Section 6.16 and **Exhibit L**.
- 6.5.7 **Cost Sharing:** Notwithstanding any provisions of this Agreement, the Parties shall approve and provide the funding for the approved Project and associated Change Orders arising out of the results of construction, and administering construction of the Project and terms of the construction contract. Any protest, dispute and claims and resolution thereof, within the process of administering the construction contract shall be binding on the City and Sound Transit in the same manner. The City shall be the lead agency in presenting any settlement recommendations. Nothing in this

Agreement shall excuse the City or Sound Transit from their respective responsibilities or of its own negligence or gross errors.

6.6 Notice of Protest by Contractor. In the event that the City's Contractor submits a written Notice of Protest, all matters regarding said protest shall be addressed in accordance the Washington State Standards Specifications and Contract documents. The City shall provide Sound Transit with a copy of any written protest within fifteen calendar days of receipt. The City shall allow Sound Transit fifteen (15) calendar days to review and comment on the Protest.

6.6.1 Failure of Sound Transit to issue written comment within fifteen (15) calendar days of receipt of said Protest shall be deemed as "No Comment from Sound Transit" and the City shall proceed to resolve the Protest in accordance with the dispute resolution processes set forth in its contract with the Contractor. Sound Transit will be kept informed of the status of the Protest and any protest resolution, which requires compensation, shall be documented in a written change order, and processed in accordance with the terms of this section.

6.7 Contactor Claims. In the event that the City's Contractor submits a construction claim that meets the requirements of the WSDOT Standard Specifications, the City shall submit a copy of the same to Sound Transit. The City shall allow Sound Transit fifteen (15) calendar days to review and comment on the claim.

6.7.1 Failure of Sound Transit to issue written comment within fifteen (15) calendar days of receipt of said claim shall be deemed "No Comment from Sound Transit" and the City shall proceed to resolve the Claim in accordance with the dispute resolution processes set forth in its contract with the Contractor. Sound Transit will be kept informed of the status of the Claim and any resolution, which requires compensation, shall be documented in a written change order, and processed in accordance with the terms of this section.

6.7.2 In the event such claims cannot be settled through the dispute resolution processes and the Contractor files a lawsuit or demands arbitration, the City shall defend against such actions. Sound Transit shall pay its proportionate share based on **Exhibit L** of all defense costs incurred by the City, including reasonable attorney fees and consultant costs and any settlement, court judgment, or arbitration awards resulting from such claims unless the claims were caused by the negligent acts or omissions of the City.

6.8 Suspension of Contract Work. The City may take action allowed by the WSDOT Standard Specifications to suspend all or part of the Work on the contract. Routine contract actions such as suspension for weather conditions or for critical item delivery

may be taken without consultation with Sound Transit. Non-routine suspension actions will be discussed with Sound Transit before they are taken.

6.9 Inspection and Acceptance of Work. The City is the lead agency for inspection and acceptance for construction of the Project. Through on-going coordination Sound Transit will be informed of submittals and any rejection of materials. Sound Transit will provide their approval and acceptance of materials or changes associated with the Sound Transit Improvements.

- 6.9.1 Sound Transit shall provide inspection support and written acceptance on the Sound Transit Improvements, including but not limited to the following:
- a) Secant Pile walls, and CSL testing results
 - b) Girder or Diaphragm elements which provide for their Overhead Catenary Systems attachments
 - c) Barriers, throw fencing and attachments,
 - d) Final grades and locations for construction of the sub-structure elements, including staking for secant pile walls, pier caps, and girder seats.
 - e) Wall drains

6.9.2 Sound Transit shall be responsible for all costs or other work associated with verification of the City's alignment and control for construction of the Project.

6.10 Substantial Completion. In accordance with the WSDOT Standard Specifications, the City may determine construction of the Project to be substantially complete. Sound Transit shall participate in the Substantial Completion inspection activities, including any formal Project field reviews and any formal meetings or discussions. Sound Transit shall provide the City with a complete list of concerns or deficiencies within fourteen calendar days from the date of the substantial completion inspection for inclusion in the City's formal punch list. Sound Transit shall inspect all associated corrective actions to deficiencies found, and inform the City in writing of any further corrections or deficiencies.

6.11 Physical Completion. In accordance with the WSDOT Standard Specifications, the City may determine construction of the Project to be Physically Complete. The City shall notify Sound Transit in writing of its intent to declare the Project Physically Complete. Sound Transit shall respond in writing, within fourteen calendar days indicating Agreement or a detailed description of any objection. Failure of Sound Transit to provide a written response within fourteen calendar days shall constitute Sound Transit's concurrence with the City's determination of the Project being Physically Complete. If Sound Transit expresses an objection, the Parties may pursue dispute resolution as provided herein. Both Parties agree to act as expeditiously as possible to assure timely resolution.

6.12 Notification of Completion: When the City determines that Completion has been accomplished, in accordance with the WSDOT Standard Specifications, the City shall notify the Sound Transit Designated Representative in writing of its intent to declare Completion. Sound Transit shall respond in writing within seven (7) calendar days indicating agreement or a detailed description of any objection.

6.12.1 Failure of Sound transit to issue such a response within seven (7) calendar days shall constitute Sound Transit concurrence with the declaration of Completion by the City. If Sound Transit does express objection to the intention of the City to declare Completion, the Parties may pursue the dispute resolution process described in this Agreement. The Parties agree to act as expeditiously as possible to assure a timely resolution.

6.13 Final Acceptance. Upon Final Acceptance of the Project, as defined in the WSDOT Standard Specifications, the City and Sound Transit shall assume care, custody, and control of their respective project elements, including bearing sole responsibility for the costs of maintenance, operations, and preservation of items described in Section 4.1.

6.13.1 **Defective Work:** The City will pursue any remedies available against the City's contractor or utility consistent with the construction contract provisions and WSDOT Standard Specifications. The City's contractor will be contractually responsible for correcting/replacing non-conforming work.

6.13.2 **Warranty:** The City will notify Sound Transit in writing of the planned release of the performance and warranty bond that will be held for one year following final acceptance of the Project. Sound Transit shall be responsible for all costs for inspection of its project elements prior to the City's release of the bond. The City shall be responsible for enforcing all corrective actions prior to release of the bond.

6.14 Project Funding.

6.14.1 **Budget.** An itemized estimated budget for the Project is attached hereto as **Exhibit L**, and is incorporated herein by this reference. **Exhibit L** shall be updated to reflect the award of construction contract(s), and final costs of the Project as set forth in Section 6.15.1 of this Agreement.

6.14.2 **Funding Commitment:** Sound Transit, in consideration of the faithful performance of the construction work to be administered by the City, agrees to reimburse the City for its respective share of the Total Project Budget, and the City will provide funds for the City's share of the Project Total Budget, for eligible actual direct and related indirect cost of the work as shown on **Exhibit L**.

- 6.14.3 **Grant Awards.** Should either Party utilize existing grant funds or obtain additional grant funding for the Project, said grant funding shall be applied toward that Party's contribution of this Agreement.
- 6.14.4 **Contingencies.** The Parties agree that construction contingencies will be held in reserve to address expenditures that may be in excess of the awarded contract to address unforeseen changes that may be addressed through approved change orders, in accordance with the WSDOT Standard Specifications and City Special Provisions.
- 6.14.5 **Decisions Regarding Expenditures:** Notwithstanding Section 6.5, the Parties agree to the following rules for expenditures.
- a. Expenditures within the Total Budget: The City may expend funds up to the "Project Sub-Total" as shown in **Exhibit L** without further approval from Sound Transit and without regard to the percentages within individual cost categories; and
 - b. Expenditures in Excess of the Project Sub-Total Budget: The City must receive written approval from Sound Transit, except as provided otherwise in Section 6.5 of this Agreement, for expenditures that will cause the Project cost to exceed the Project Sub-Total Total Budget as shown in **Exhibit L**.

6.15 Payment - Construction.

- 6.15.1 **Cost Sharing.** The Parties have agreed to the distribution and responsibilities in costs for construction as provided in **Exhibit L**. The Parties agree to supplement the attached **Exhibit L** to reflect the updated and final costs for the Project, including contingency provisions and costs for administration of the construction contract(s) as shown in **Exhibit L**. This is an administrative supplement, which will not require further Council action relative to this Agreement as provided herein.
- 6.15.2 **Initial Payment by Sound Transit:** Initial Payment by Sound Transit. Following award of the construction contract(s) and issuance of notice to proceed by the City, Sound Transit shall pay the City an initial payment of 10% of the construction contract(s) award plus estimated construction administrative, engineering and inspection costs within sixty (60) calendar days, for either the 120th Ave NE or 124th Ave NE, whichever may occur first. This advance payment will be used to cover both construction contract and construction administrative and inspection costs until such time as further reimbursement is necessary as supported by pay estimate approvals by the City. The advance payment will be credited toward the total amount of cost sharing as assigned to Sound Transit identified in **Exhibit L**.

- 6.15.3 **Invoicing:** The City shall invoice Sound Transit monthly to cover costs incurred for the Work necessary to complete the Project. Such invoices shall include the required documentation provided in Section 6.15.4 below. Sound Transit's initial payment shall be credited toward its proportionate share of such costs identified in **Exhibit L** of this Agreement. Once such initial payment credit is expended, Sound Transit shall make payment to the City within sixty (60) days of receipt of such invoices. Failure to pay within sixty (60) days will be deemed a failure to perform and subject to the provisions of Section 10.0 Default of this Agreement.
- 6.15.4 **Payment Request Documentation:** All requests for payment by the City shall be referenced to or accompanied by supporting documentation. Payments to the Contractor will be supported by documentation as described in the WSDOT Construction Manual. This documentation will be made available for Sound Transit to inspect at any time during normal working hours and any copies requested will be furnished. Documentation of all other costs included in the City's request for payment will be as agreed by the Parties.
- 6.15.5 **Prompt Payment by Sound Transit:** Sound Transit agrees to make prompt payment to the City within forty-five (45) calendar days from receipt of the City's invoice.

7.0 DESIGN AND CONSTRUCTION CONTRACTS

- 7.1 Insurance and Liability.** The City shall require any contractors or subcontractors for the Project to maintain insurance as required by the City in its standard contracts, and to name Sound Transit as an additional insured on their required insurance. The City shall also either require any professional services consultants, subconsultants, contractors or subcontractors working on City projects impacting the Light Rail Transit Way to carry appropriate levels of Professional Liability insurance coverage during the course of design, engineering, and construction or the City may itself acquire such insurance or self-insure the work. In addition, the City shall require its contractors and subcontractors to indemnify and hold harmless Sound Transit in the same manner and to the same extent as the City, including the waiver of any industrial insurance immunity.
- 7.2 FTA Design and Construction Provisions.** The City agrees to comply with the federal funding requirements described at http://www.fta.dot.gov/12831_6195.html by incorporating the applicable federal clauses and requirements into its contracts with third party contractors and their subcontractors. The Parties will work cooperatively to determine which federal clauses and requirements are applicable to which contracts before the City initiates its procurement process for each contract. Questions from the designer or contractors regarding the interpretation or

requirements of the FTA Federal Contracting Provisions will be directed to the City who will then coordinate with Sound Transit as soon as practicable for resolution.

8.0 DISPUTE RESOLUTION

- 8.1** Each Party will work collaboratively to resolve disputes arising from activities performed under this Agreement. Disagreements will be resolved promptly at the lowest level of hierarchy. All Parties shall follow the following dispute resolution process, with the exception to construction claims or protests:
- 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; provided however, this section does not apply to Contractor Protests and Claims, provided in Section 6.6 Notice of Protest by Contractor and Section 6.7 Contractor Claims. Each Party's designated Representatives will jointly cooperate in providing staff, and necessary support to facilitate and resolve the performance of this Agreement and resolution of any issues or disputes.
- 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 a may be required, shall meet within three (3) business days to attempt to resolve the issue, problem or dispute.
- 8.4** Designated Representatives at this initial level will be:

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

Sound Transit
Jason Bailey
Senior Civil Engineer
401 S. Jackson Street
Seattle, WA 98104
206-689-4983
Jason.bailey@soundtransit.org

Alternate:
David Cieri
Construction Manager
450 110th Ave NE
Bellevue, WA 98004
Phone: 425-452-2753
DCieri@bellevuewa.gov

Tony Raben
Principal Construction Manager
401 S. Jackson Street
Seattle, WA 98104
206-398-5171
tony.raben@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 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
John Sleavin
Deputy Proj. Dir. – East Link
401 S. Jackson Street
Seattle, WA 98104
206-398-5150
john.sleavin@soundtransit.org

Alternate:
David Berg
Transportation Department Director
450 110th Ave NE
Bellevue, WA 98004
Phone: 425-452-6468
DBerg@bellevuewa.gov

Ron Lewis
Deputy Dir. – Link Light Rail
401 S. Jackson Street
Seattle, WA 98104
206-689-4905
ron.lewis@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 the City Manager and Sound Transit Executive Director, and they shall meet within five (5) business days 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 relieve in a court of law until and unless each of these procedural steps have been exhausted.

9.0 DESIGNATED REPRESENTATIVE.

The City and Sound Transit have designated formal points of contact and coordination for this Project as shown below.

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

Sound Transit
Jason Bailey
Senior Civil Engineer
401 S. Jackson Street
Seattle, WA 98104
206-689-4983
Jason.bailey@soundtransit.org

10.0 DEFAULT

No party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) 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 30-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 ninety (90) days to complete without mutual written consent. Any dispute regarding the existence of a default or appropriate cure shall be handled through dispute resolution.

11.0 REMEDIES; ENFORCEMENT

- 11.1** The Parties reserve the right to exercise any and all of the following remedies, singly or in combination, and consistent with the dispute resolution and default Sections of this Agreement, in the event the other violates any provision of 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 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.

12.0 TERMINATION AND RECORD RETENTION

- 12.1** This Agreement shall terminate upon completion of the Work under this Agreement and Final Acceptance of the Work by the City and Sound Transit. Neither the City nor Sound Transit may terminate this Agreement prior to project acceptance by the City 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 Project and for a period of not less than six (6) years from the date of final acceptance as provided herein, the City will maintain and make available the records and accounts pertaining to the Project, for inspection and audit by Sound Transit, and for the use in the event of litigation, claim or any other purpose.

13.0 MUTUAL INDEMNITY AND HOLD HARMLESS

- 13.1 Sound Transit Owned Improvements and City Owned Improvements.** The Parties acknowledge that the Sound Transit Improvements are necessitated as a result of the East Link Project and that the widening and other improvements to 120th Avenue NE and 124th Avenue NE are necessitated as a result of the City's CIP. Upon completion and final acceptance, Sound Transit shall take ownership of the Sound Transit Improvements and the City shall take ownership of the City Improvements and each shall be responsible for maintenance and control of its respective facilities. To that end, each Party agrees to protect, defend, indemnify and hold harmless the other Party, its officers, employees and agents from any loss, claim, judgment, settlement or liability, including costs and attorney's fees, arising out of or related to its respective improvements following completion and final acceptance of the Project.
- 13.2** Except as otherwise stated herein, Sound Transit will protect, defend, indemnify, and save harmless the City, 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, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City 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.
- 13.3** Except as otherwise stated herein, the City 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 the City, its officers, employees and agents in performing this Agreement. The City 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, the City, by mutual negotiation, hereby waives, as respects of 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 attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the City.

13.4 This Mutual Indemnity and Hold Harmless shall survive the termination or expiration of this Agreement.

14.0 GENERAL PROVISIONS

14.1 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.

14.1.1 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 herein.

14.2 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.

14.3 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.

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

14.5 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.

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

14.7 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.

14.8 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement.

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 THE CITY OF BELLEVUE
TRANSIT AUTHORITY
(SOUND TRANSIT)

By: _____
Mike Harbour, Deputy CEO

By: _____
Brad Miyake, City Manager

Date: _____

Date: _____

Authorized by Motion No. M2015-33

Authorized by Resolution 8903

Approved as to form:

Approved as to form:

By: _____
Stephen G. Sheehy, Legal Counsel

By: _____
Monica A. Buck, Assistant City Attorney

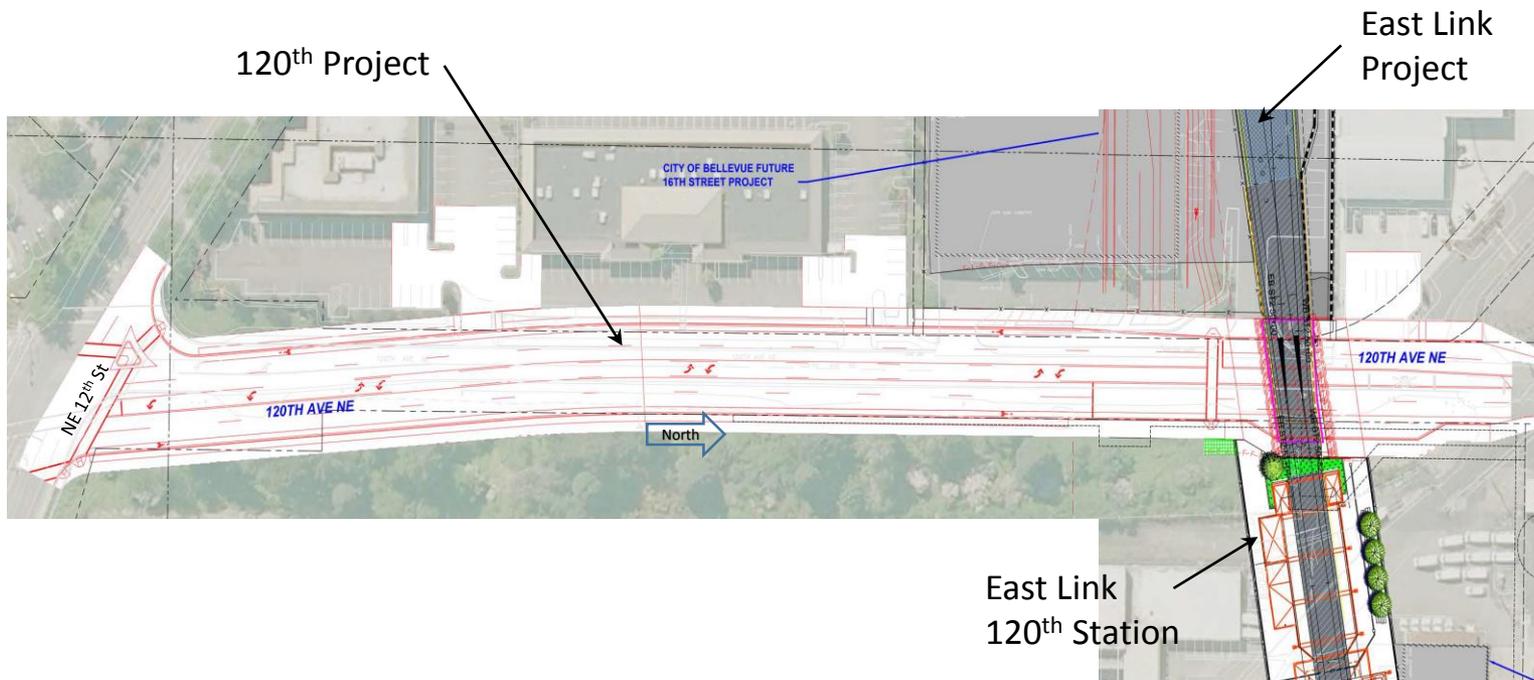
Exhibit List

- A. 120th Project - Description and Depiction
- B. 124th Project - Description and Depiction
- C. Property Rights necessary for 120th Project
- D. Property Rights necessary for 124th Project
- E. TCE
- F. Cost Sharing Proportionate Share for Property Acquisition
- G. Deleted Intentionally
- H. 120th Project – Property to Convey to Sound Transit
- I. 124th Project – Property to Convey to City
- J. Description of “Work”
- K. Change Order Matrix
- L. Total Budget and Proportionate Share for Construction
- M. 124th Project – Ownership of Improvements
- N. 120th Project – Ownership of Improvements

EXHIBIT A

Cost Sharing Agr

EXHIBIT A 120th Ave NE



120TH AVE NE NE 12TH ST TO NE 16TH ST PROFILE

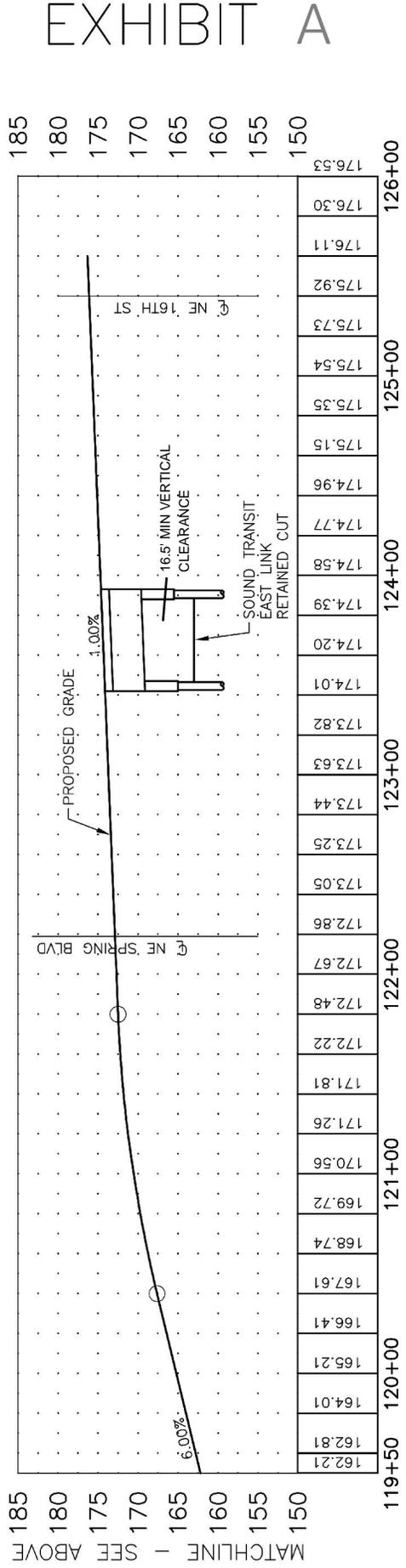
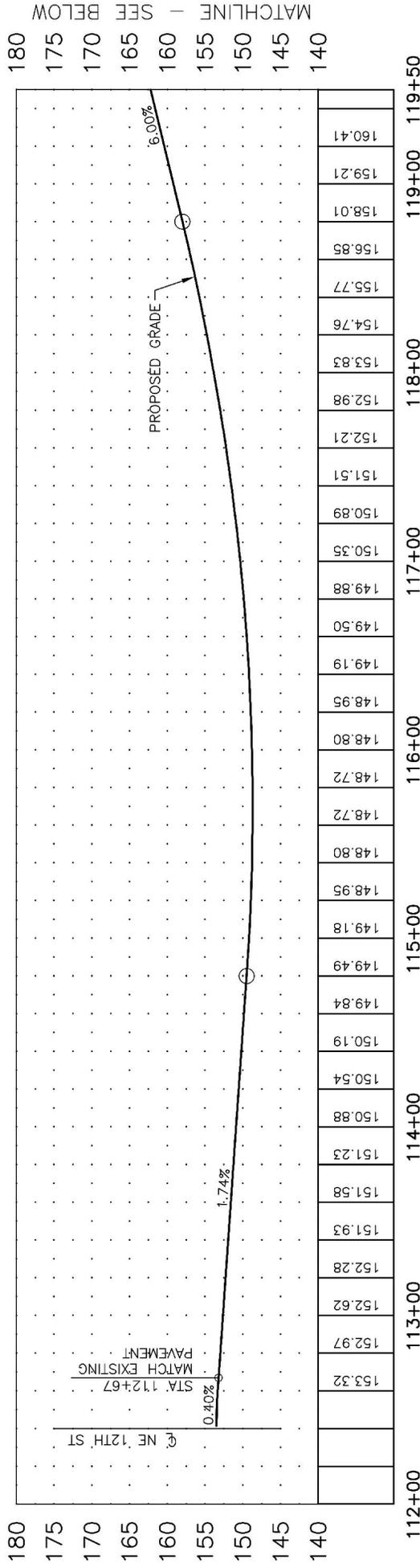


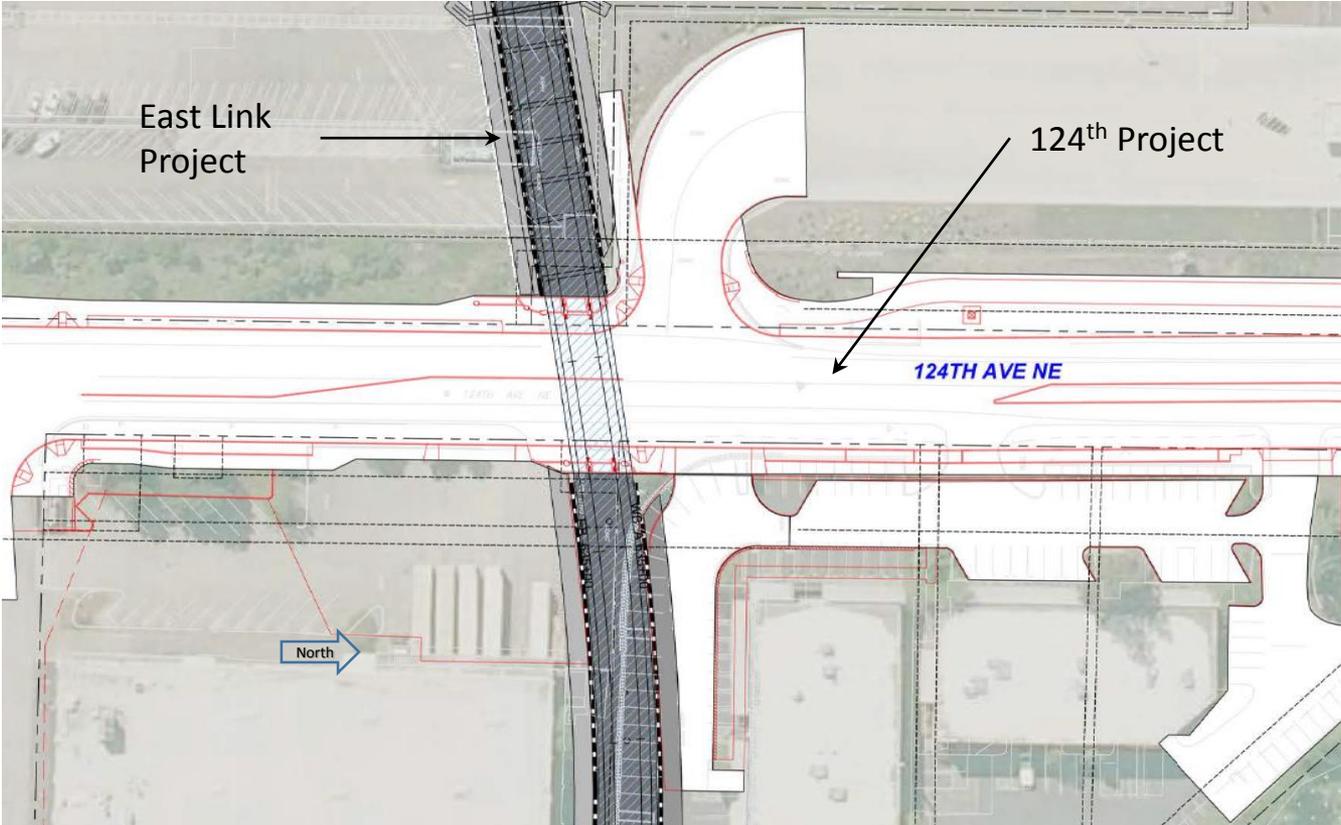
EXHIBIT A
120th Ave NE, NE 12th Street to NE 16th Street
Project Description

This project will extend the 120th Avenue NE widening from NE 12th Street to NE 16th Street. This corridor segment includes all intersection improvements at NE 12th Street and will be designed to accommodate future intersections at Spring Boulevard, NE 16th Street, and potential property access near the NE 14th Street alignment. The roadway cross-section will consist of five lanes, including two travel lanes in each direction with turn pockets or a center turn lane. The project will improve, or install where missing, bike lanes, curb, gutter and sidewalk on both sides, illumination, landscaping, irrigation, storm drainage, and water quality treatment. Between NE 14th and NE 16th Streets, the project will include a bridge structure and be designed and constructed in coordination with Sound Transit and the undercrossing of the East Link light rail line project in this vicinity. The project will be designed and constructed to reflect Bel-Red urban design criteria and to accommodate any necessary new and/or relocation of utility infrastructure. The project implementation will also be coordinated with private development in the vicinity and the development of 120th Avenue NE Improvements – NE 8th to NE 12th Streets (Stage 2; CIP Plan No. PW-R-164) and the NE Spring Boulevard improvements to the west and east of the 120th Avenue NE corridor (Zones 1 and 2; CIP Plan Nos. PW-R-172 and 173).

EXHIBIT B

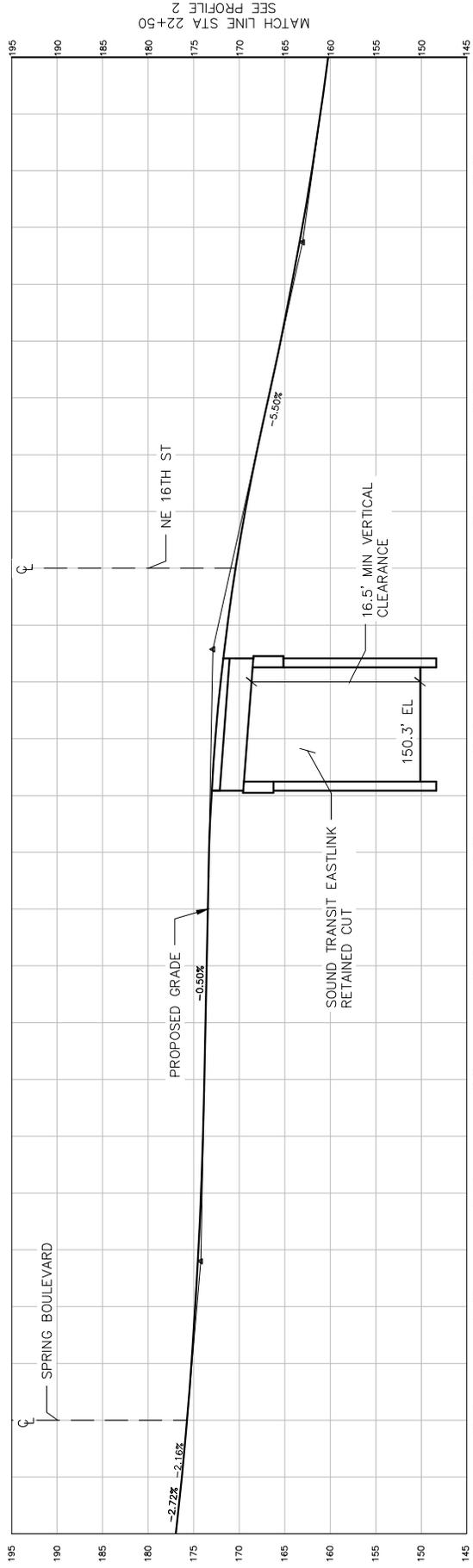
Cost Sharing AGR

EXHIBIT B
124th Ave NE

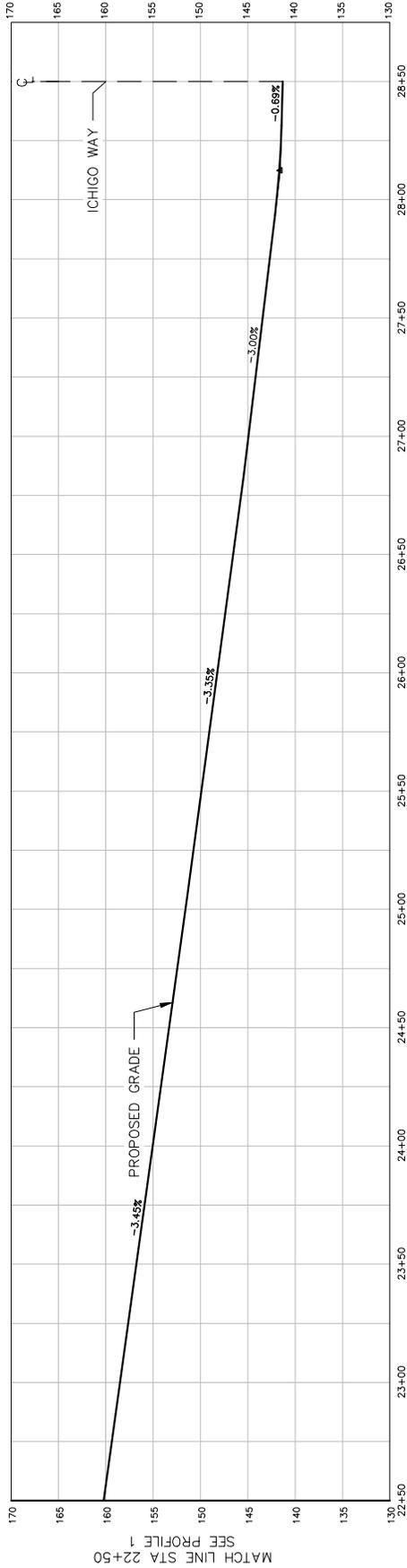


124TH AVE NE - NE SPRING BOULEVARD TO NE 18TH STREET

EXHIBIT B



124TH AVE PROFILE-1



124TH AVE PROFILE-2

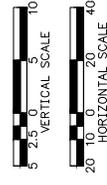


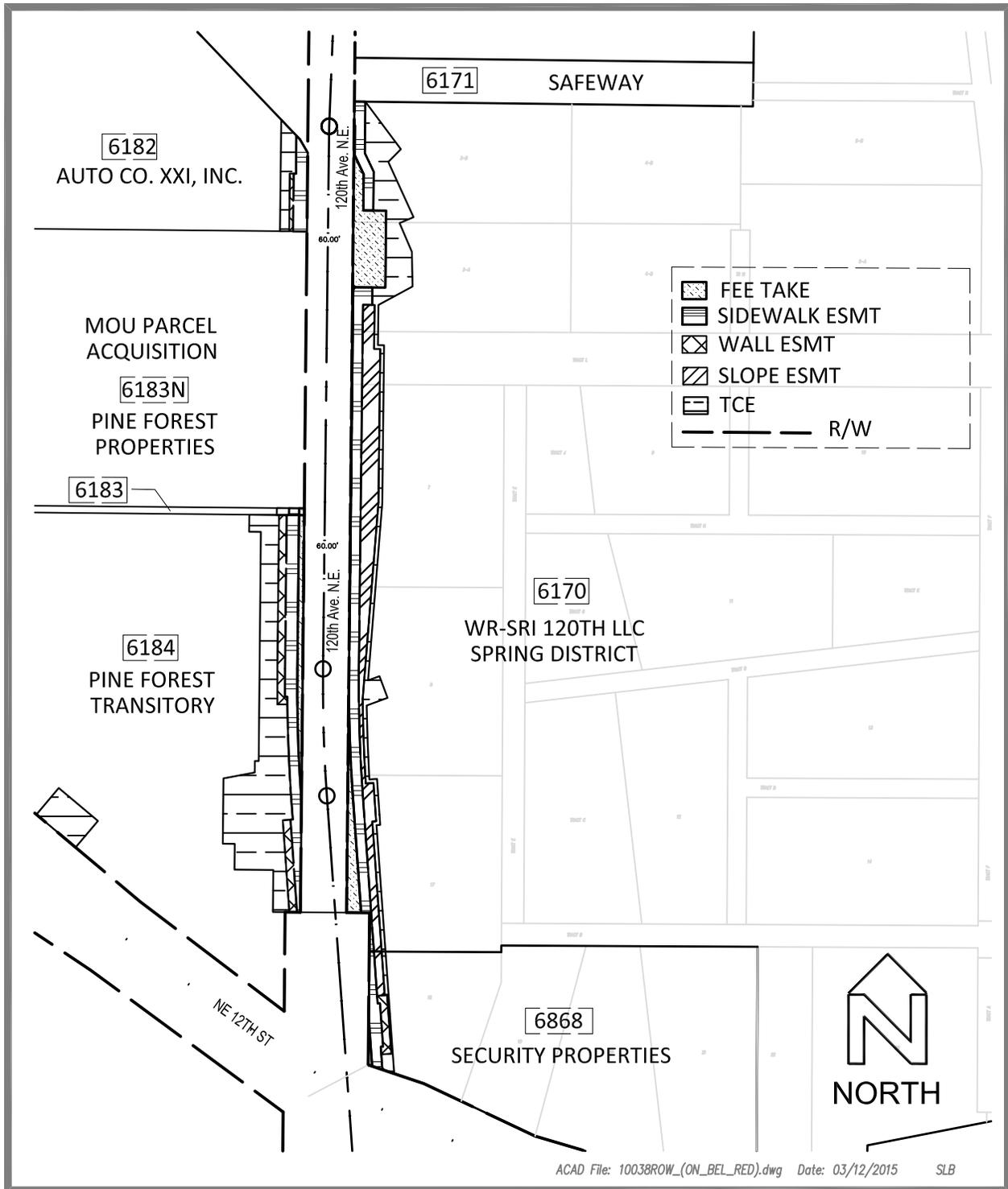
EXHIBIT B
124th Ave NE, NE Spring Boulevard to NE 18th Street
Project Description

This project will widen 124th Avenue NE from NE Spring Boulevard to NE 18th Street. The roadway cross-section will consist of five lanes, including two travel lanes in each direction with turn pockets or a center turn lane. The project will install, curb, gutter and sidewalk or multipurpose trail on both sides, planter strips, a bridge structure, retaining walls, illumination, landscaping, irrigation, storm drainage, and water quality treatment. This project will also install a new signal at NE 16th and street lighting. The project will be designed and constructed in coordination with Sound Transit and the undercrossing of the East Link light rail line project in this vicinity. The project will be designed and constructed to reflect Bel-Red urban design criteria and to accommodate any necessary new and/or relocation of utility infrastructure. The project implementation will also be coordinated with private development in the vicinity and the development of 124th Avenue NE Improvements – NE 12th to NE 15th Streets (CIP Plan No. PW-R-169) and the NE Spring Boulevard improvements to the west of the 124th Avenue NE corridor (Zones 1 and 2; CIP Plan Nos. PW-R-172 and 173).

EXHIBIT C

Cost Sharing AGR

EXHIBIT C



ROW / EASEMENT EXHIBIT C
120TH AVE NE - NE 12TH ST TO 16TH ST
ELEVATED JOINT PROJECT



City of Bellevue

Civic Services Department

EXHIBIT C
120th Ave NE

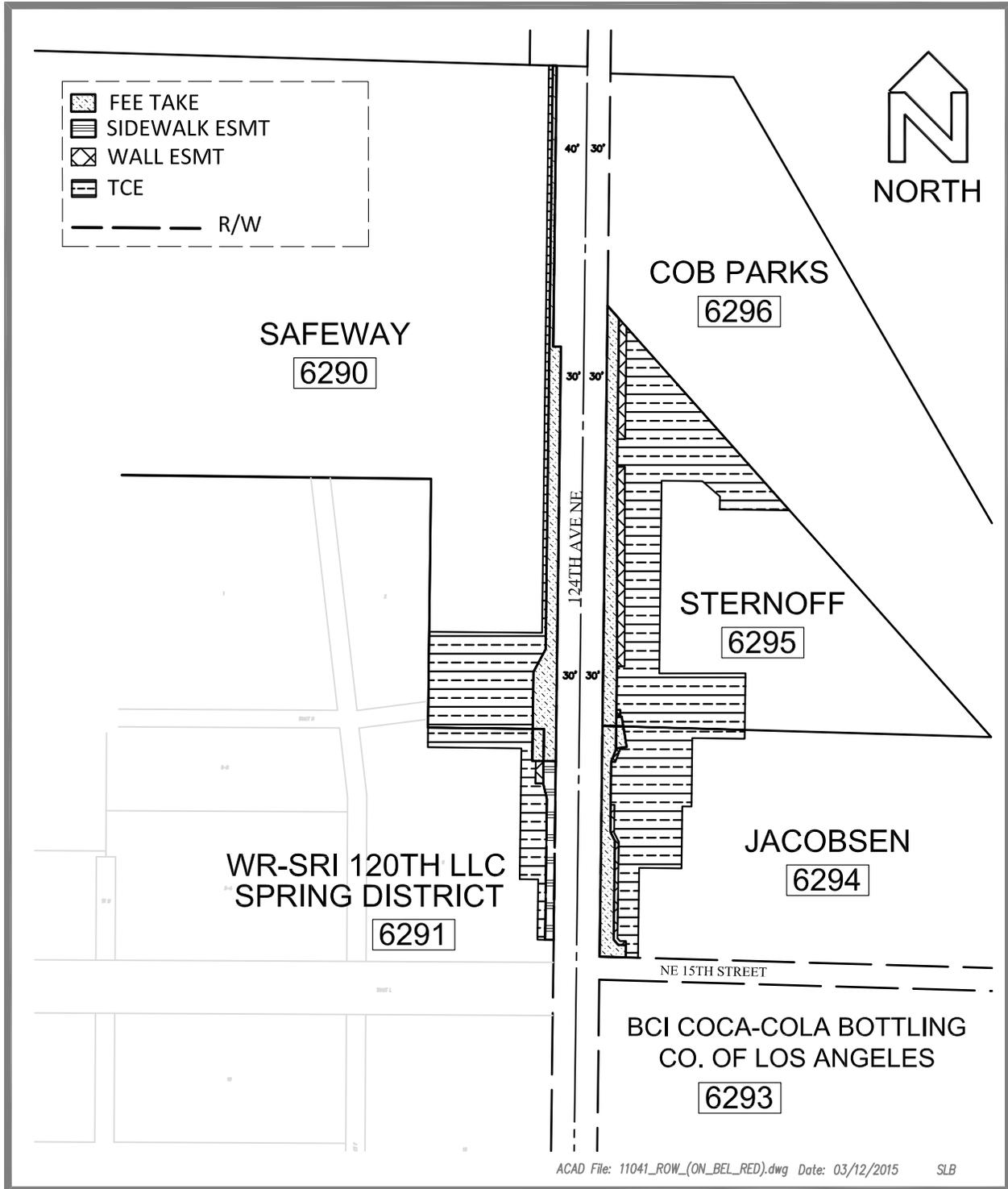
City Parcel #	Owner	Fee Square Feet	Easement Square Feet		TCE Square Feet
6170	793330-0010 & 0060 WR-SRI 120 th LLC	4,426	Sidewalk/Utility Slope	14,394 12,073	14,636
6182	109910-0011 & 0002 Auto Company XXI, Inc		Sidewalk/Utility Wall	1,953 376	4,711
6183	109910-0001 Pine Forest Properties, Inc.	60	Sidewalk/Utility Drainage	116 143	
6184	109910-0025 Pine Forest Transitory	2,212	Sidewalk/Utility Wall	6,960	26,045
6868	793330-0070 * SP Spring LLC	153	Sidewalk/Utility Wall Slope	3,698 825 574	778

* Rights may be dedicated upon issuance of building permit

EXHIBIT D

Cost Sharing AGR

EXHIBIT D



ROW / EASEMENT EXHIBIT D

124TH AVE NE - NE 14TH ST TO 18TH ST

ELEVATED JOINT PROJECT



City of Bellevue

Civic Services Department

EXHIBIT D
124th Ave NE

City Parcel #	Owner	Fee Square Feet	Easement Square Feet		TCE Square Feet
6290	109910-0100 Safeway	11,914			21,221
6291	067100-0010 WR-SRI 120 LLC		Sidewalk/Utility Wall	2,753 294	9,236
6294	282505-9204 Jacobsen	5,368	Wall	1,039	20,684
6295	282505-9003 Sternoff	8,773	Wall	4,154	44,799

EXHIBIT E

Cost Sharing AGR

EXHIBIT E

WHEN RECORDED, RETURN TO:

City of Bellevue
Real Property, Civic Services
P.O. Box 90012
Bellevue, WA 98009

CR# _____ DATE _____ LOC _____

Document Title: **TEMPORARY CONSTRUCTION EASEMENT**

Grantor: **Sound Transit**

Grantee: **City of Bellevue**

Abbrev. Legal:

Additional Lgl:

Assessors No:

IN THE MATTER OF: 124th Ave NE – NE 14th to NE 18th Street Project

THE GRANTOR, SOUND TRANSIT for valuable mutual benefits and public purposes, hereby grants and conveys to the GRANTEE, THE CITY OF BELLEVUE, a Washington municipal corporation, a temporary easement and right-of-way over, across, along, through, under and upon the real property described in Exhibit A, attached hereto and by this reference, incorporated herein, for the purposes of constructing, clearing, grading, excavating, installing, a public roadway, bridge and approaches, sidewalk, and all necessary connections and appurtenances thereto; for the purpose of constructing, installing, public retaining walls, slopes, illumination, signal systems and landscaping; and for the purposes of constructing, installing, relocating, public utilities and franchise utilities and all necessary connections and appurtenances thereto, including but not limited to water, sewer and storm drainage systems, electrical service, vaults, meters, and telecommunication cables, from the date of _____ for a period of _____, or until the completion of the construction of the above referenced project, whichever is earlier.

Said easement contains _____ square feet, more or less.

This easement shall be a covenant running with the land and shall bind Grantors, their successors and assigns until the expiration date noted above.

Dated this ____ day of _____, 20__.

GRANTOR:

By _____

Title _____

Accepted and Approved:

GRANTEE: CITY OF BELLEVUE, a Washington municipal corporation

Approved as to Form

By _____
Nora Johnson, Director Civic Services

By _____
Jerome Roaché, Assistant City Attorney

NOTARY ACKNOWLEDGMENT FOR GRANTOR:

STATE OF WASHINGTON)
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____
signed this instrument and, on oath, stated that she/he was authorized to execute the
instrument and acknowledge it as the _____
to be the free and voluntary act of such party for the uses and purposes mentioned in the
instrument.

Dated this _____ day of _____, 20__.

(SEAL)

Notary Public in and for the State of Washington
My commission expires _____

EXHIBIT F

Cost Sharing AGR

EXHIBIT F

124th Avenue NE⁽¹⁾ - Percentage of Cost Responsibility					
KC Parcel No.	Ownership	Agency	Permanent Rights	Damages	TCE
282505-9003	Sternoff	Bellevue	99%	0%	84%
		ST	1%	100%	16%
282505-9204	Jacobsen	Bellevue	94%	0%	51%
		ST	6%	100%	49%
109910-0100	Safeway	Bellevue	95%	0%	56%
		ST	5%	0%	44%
793330-0050	Spring District	Bellevue	90%	0%	20%
		ST	10%	0%	80%

120th Avenue NE⁽²⁾ - Percentage of Cost Responsibility					
KC Parcel No.	Ownership	Agency	Permanent Rights	Damages	TCE
109910-0011 & 0002	Auto Nation	Bellevue	67%	0%	57%
		ST	33%	0%	43%
109910-0001 & 0025	Pine Forest	Bellevue	98%	0%	100%
		ST	2%	0%	0%
793330-0070	Security Properties*	Bellevue	100%	0%	100%
		ST	0%	0%	0%
793330-0010 & 0060	Spring District	Bellevue	52%	0%	100%
		ST	48%	0%	0%

¹ Sound Transit Lead Agency for acquisitions

² City of Bellevue Lead Agency for acquisitions

*Rights may be dedicated upon issuance of building permit

EXHIBIT G

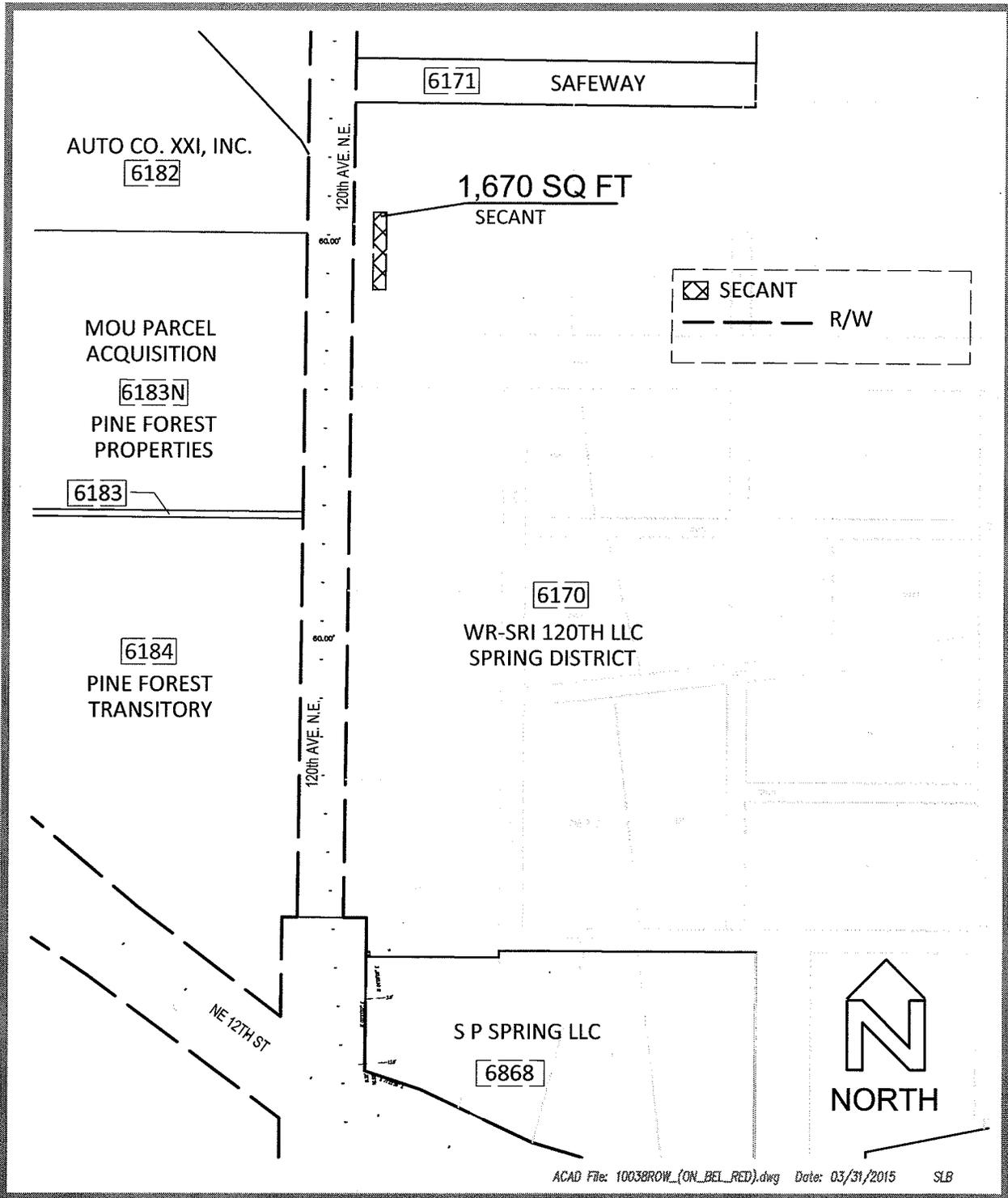
Cost Sharing AGR

EXHIBIT G
INTENTIONALLY DELETED

EXHIBIT H

Cost Sharing AGR

EXHIBIT H



ROW / EASEMENT EXHIBIT H

120TH AVE NE - NE 12TH ST TO 16TH ST

CONVEYANCE TO ST



City of
Bellevue

Civic Services Department

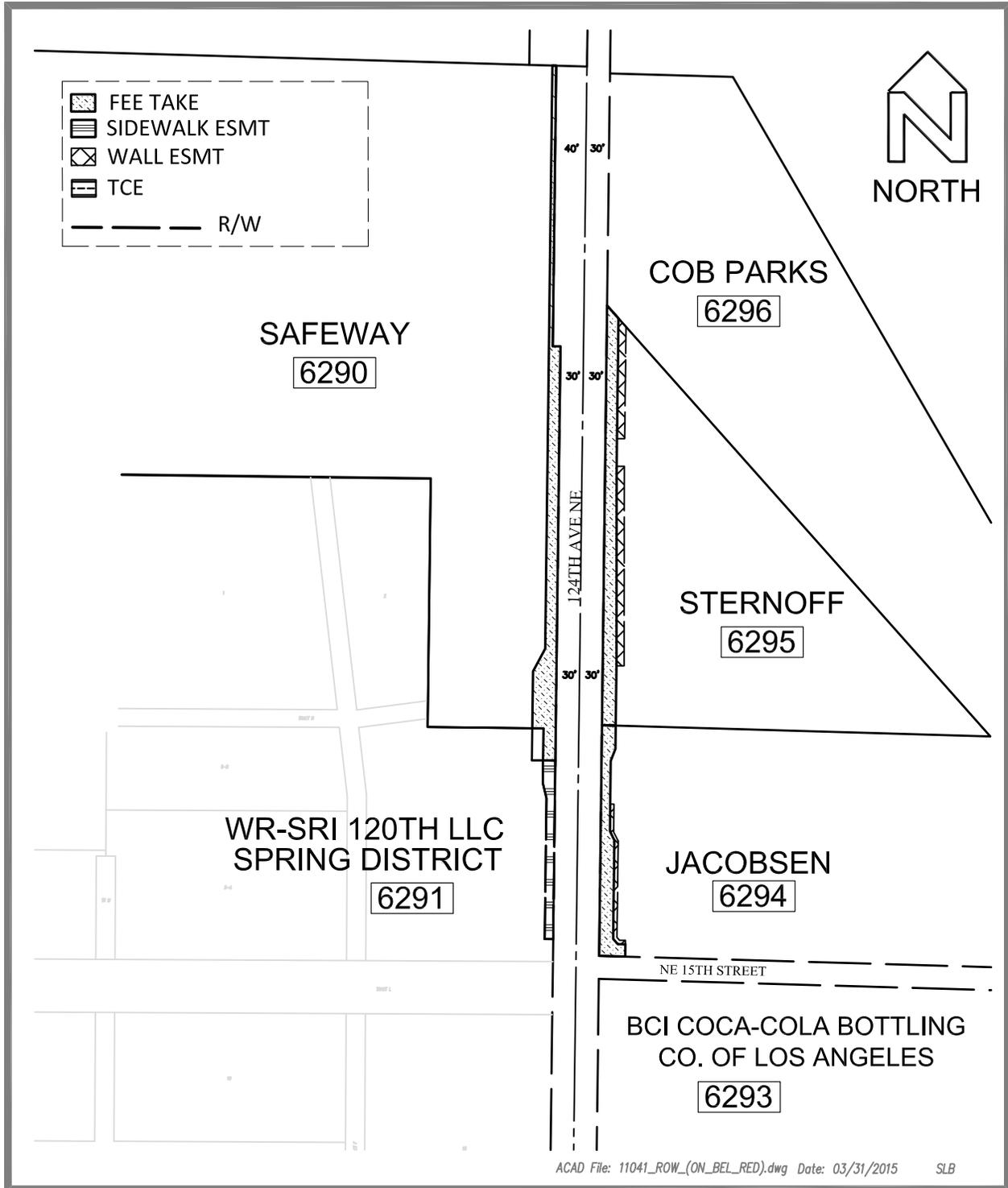
EXHIBIT H
120th Ave NE
Conveyance to ST

City Parcel #	Owner	Fee Square Feet	Easement Square Feet	TCE Square Feet
6170	793330-0010 WR-SRI 120 th LLC	1,670	0	0

EXHIBIT I

Cost Sharing AGR

EXHIBIT I



ROW / EASEMENT EXHIBIT I

124TH AVE NE - NE 14TH ST TO 18TH ST

CONVEYANCE TO COB



City of Bellevue

Civic Services Department

EXHIBIT I
124th Ave NE
Conveyance to COB

City Parcel #	Owner	Fee Square Feet	Easement Square Feet	
6290	109910-0100 Safeway	11,308	N/A	
6291	067100-0010 WR-SRI 120 LLC		Sidewalk/Utility	2,753
6294	282505-9204 Jacobsen	5,044	Wall	944
6295	282505-9003 Sternoff	8,673	Wall	4,108

EXHIBIT J

Cost sharing AGR

EXHIBIT J

Description of Work:

Project Description:

The Work for this Project will widen 120th Ave NE, between NE 12th Street and NE 16th Street, and 124th Ave NE, between NE Spring Boulevard and NE 8th Street in a raised profile configuration. New abutments will be constructed, which serve as walls for the East Link Project retained cut, and support new bridge spans over the retained cut. New arterial roadway improvements consist of five lanes, with two travel lanes in each direction and turn pockets or a center turn lane, retaining walls, bike lanes (project specific), curb, gutter and sidewalk on both sides, illumination, landscaping, irrigation, storm drainage conveyance and water quality treatment, and traffic signal system improvements. The work will relocate and/or construction new water mains, sewer mains (project specific), and other franchise utility improvements with temporary relocations, where necessary. Project mitigation improvements addressing project impacts, will be constructed where required.

The Work as it relates to this Agreement further includes:

Construction work to be performed by the City's contractor in accordance with the executed contract documents and approved plans, specifications, and special provisions

Construction inspection, engineering support, and administration to be performed by the City, and supported by Sound Transit as necessary

Interagency coordination with Sound Transit

Services to be performed by on-call consultants

Services to be performed in the Maintenance of Traffic (MOT), including external police support services

Communications and maintaining public information about the Work, and coordination with property owners, key stakeholders and other public officials

Resolution of disputes and/or claims

EXHIBIT K

Cost Sharing AGR

EXHIBIT K CHANGE ORDER APPROVALS

CHANGE DESCRIPTION	SOUND TRANSIT					CITY OF BELLEVUE						FEDERAL	
	ST CONST ENGR	PROGRAM MANAGER	DEPT. MANAGER	ST EXECUTIVE	ST BOARD	Project Inspector	Capital Proj Mgr	Asst. Trans Dir	Trans Director	City Manager	City Council	FHWA (1)	FTA (2)
COST CHANGES													
I-1) A cost less than \$10,000													
I-2) A cost greater than \$10,000, but less than \$25,000	X					X/B							
I-3) A cost more than \$25,000, but less than \$50,000	X	X				X/B	X/B						
I-4) A cost more than \$50,000, but less than \$200,000.	X	X	X			X/B	X/B	X/B					
1-5) A cost more than \$200,000 but less than \$500,000.	X	X	X			X/B	X/B	X/B				A	
1-6) A cost more than \$500,000.	X	X	X			X/B	X/B	X/B	X/B			A	
1-7) A cost that exceeds the Sub-Total Project Cost.	X	X	X	X	X (3)	X/B	X/B	X/B	X/B	X/B	X/B		
1-8) A cost that exceeds the Total Project Cost.	X	X	X	X	X (3)	X/B	X/B	X/B	X/B	X/B	X/B		
SCHEDULE CHANGES													
2-1) An increase in contract time less than 10 days	C					C							
2-2) An increase in contract time more than 11 days, but less than 30 days.	C	C				C	C						
2-3) A change in contract time of more than 31 days.	C	C	C			C	C	C	C	C			
OTHER CHANGES													
3-1) Scope Change	N	N				B							
3-2) Specification change	N					B							
3-3) Material or product substitution						B							
3-4) A structural design change in the roadway section.						B	B						
3-5) A determination of a changed condition	N					B							
3-6) Settlement of a claim submitted under section 1-09.11(2) of WSDOT SS/COB SP	N	N	N			N	N	N	N	N	N		
3-7) Repair of damage qualifying under Section 1-07.13 of WSDOT SS/COB SP						B							
3-8) A structural change for structures	N					N							
Sound Transit main concern for notification is to watch items that will effect the schedule or budget of the project and applicable agreements													
OTHER SUBMITTALS													
	ST CONST MANAGER	ST PROG MANGER	ST Board (3)									COB	
Traffic control plans (City Streets)	N	N										N/X	
Falsework plans	N	N											
Shoring Plans	N	N										N	
Acceptance of deficient materials	N	N										B	
NOTES													
X indicates approval required											(1) If FHWA Funding is Used		
A Indicates Advance writtrem approval is required											(2) If FTA Funding is Used		
C Indicates concurrence with decision to seek schedule recovery or moving the completion date											(3) The ST Board has adopted a change order management policy		
B Approval for items the City will own and Maintain											(4) Not allow to exceed \$7,500 by State Law		
N Indicates that notification is required											(5) Maybe Regional Approval if Regional Specification is being changed		
											(6) Requires Materials Lab concurrence on City Streets		
WSDOT SS (WSDOT Standard Specifications, GSP's and Amendments), COB SP (Special Provisions)											(7) Bridge Technical Advisor (BTA) allowed in limited cases		

EXHIBIT L

Cost Sharing AGR

EXHIBIT L
Project Funding & Budget

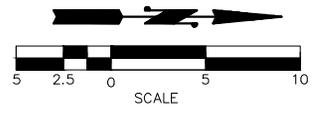
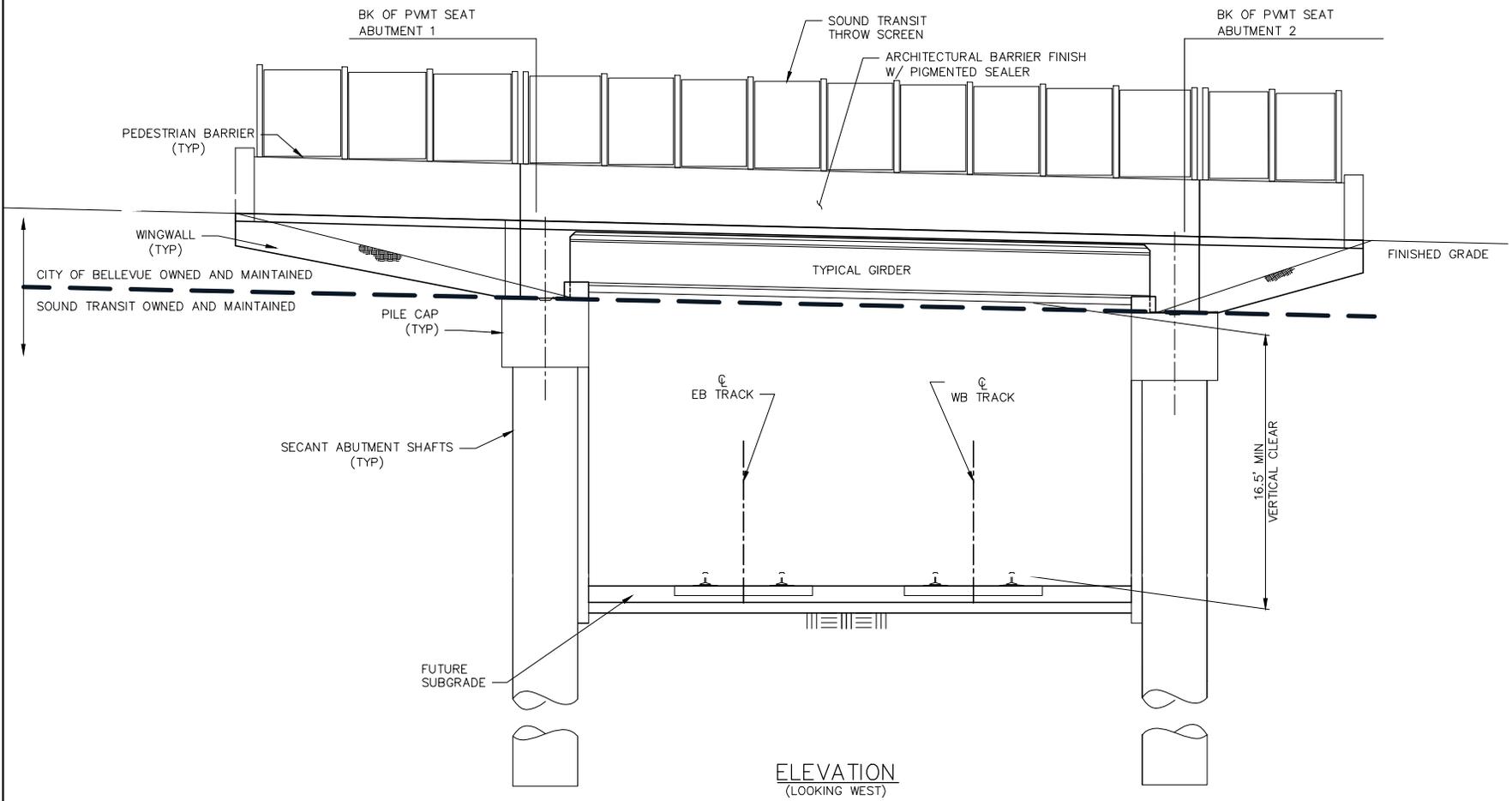
Category	120th Ave NE			124th Ave NE		
	Total Cost	Funding Commitment		Total Cost	Funding Commitment	
	Total Estimated Cost	City of Bellevue	Sound Transit	Total Estimated Cost	City of Bellevue	Sound Transit
Civil Construction Contract	\$ 8,425,164	48%	52%	\$ 7,380,519	41%	59%
Utility Relocations (Public/Private)	\$ 2,995,585	49%	51%	\$ 1,461,465	41%	59%
Risk Allowance at 70% PS&E	\$ 1,186,685	57%	43%	\$ 830,500	41%	59%
Construction Management, Inspection, Administration	\$ 1,887,905	49%	51%	\$ 1,017,540	41%	59%
On-Call Professional Engineering Services	\$ 100,000	49%	51%	\$ 75,000	41%	59%
Direct Costs Items - Water Meters	\$ 30,000	100%	0%	\$ 74,000	100%	0%
Design Allowances for current design level	\$ 550,197	49%	51%	\$ 778,545	41%	59%
Project Sub-Total	\$ 15,175,535			\$ 11,617,568		
Civil Construction Contract Contingencies	\$ 1,346,304	49%	51%	\$ 815,906	41%	59%
Project Total Budget	\$ 16,521,840			\$ 12,433,475		

EXHIBIT M

Cost Sharing AGR

124TH AVE NE
OWNERSHIP OF IMPROVEMENTS

EXHIBIT M




City of Bellevue
 TRANSPORTATION DEPARTMENT



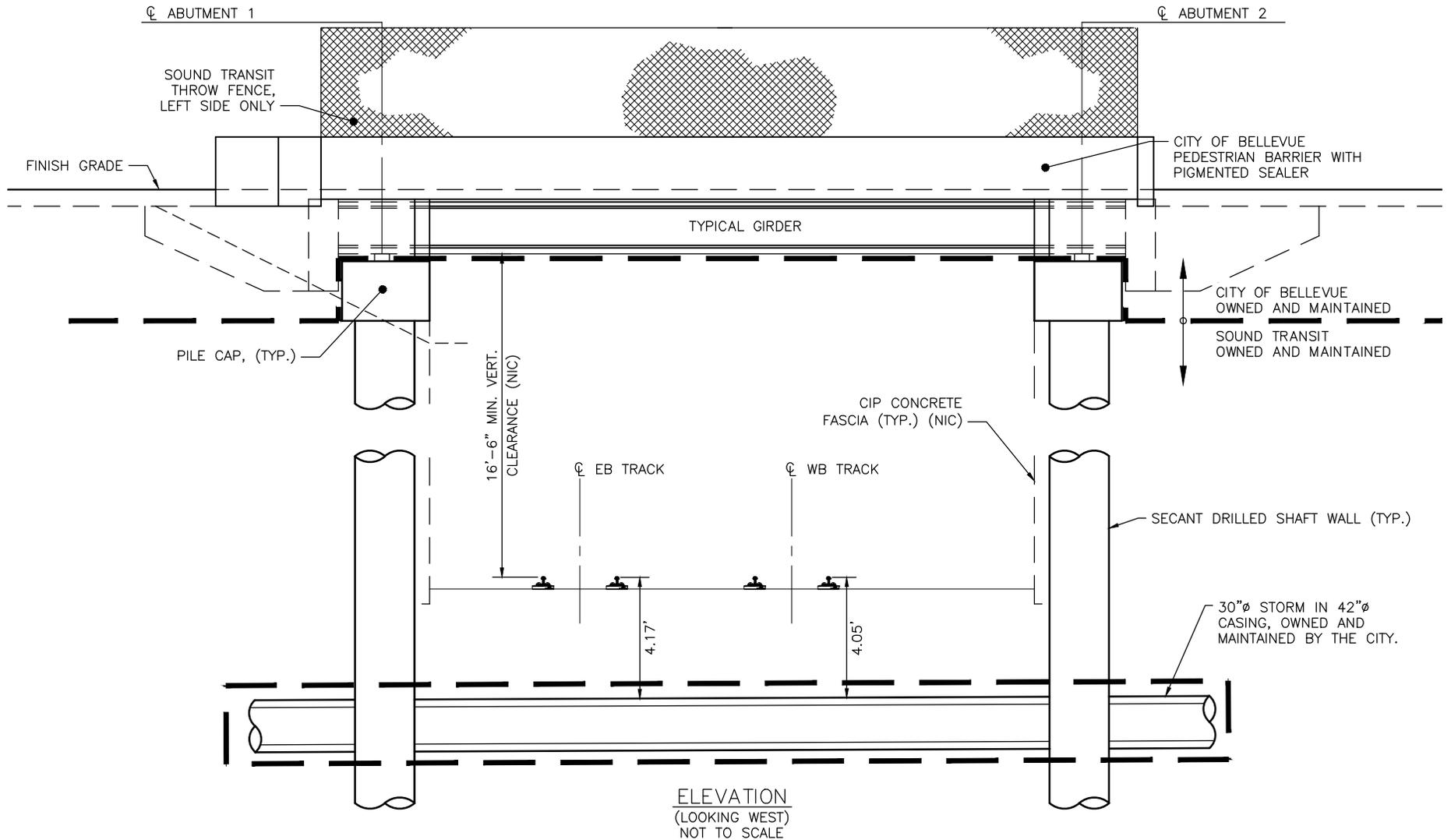
SOUND TRANSIT
EAST LINK UNDERCROSSING

EXHIBIT N

Cost Sharing AGR

120th Ave NE Ownership of Improvements

EXHIBIT N



**City of
Bellevue**

TRANSPORTATION DEPARTMENT

**PARSONS
BRINCKERHOFF**

999 3RD AVENUE, SUITE 3200
SEATTLE, WASHINGTON 98104-4020
PH: 206-382-5200

Sound Transit East Link Undercrossing

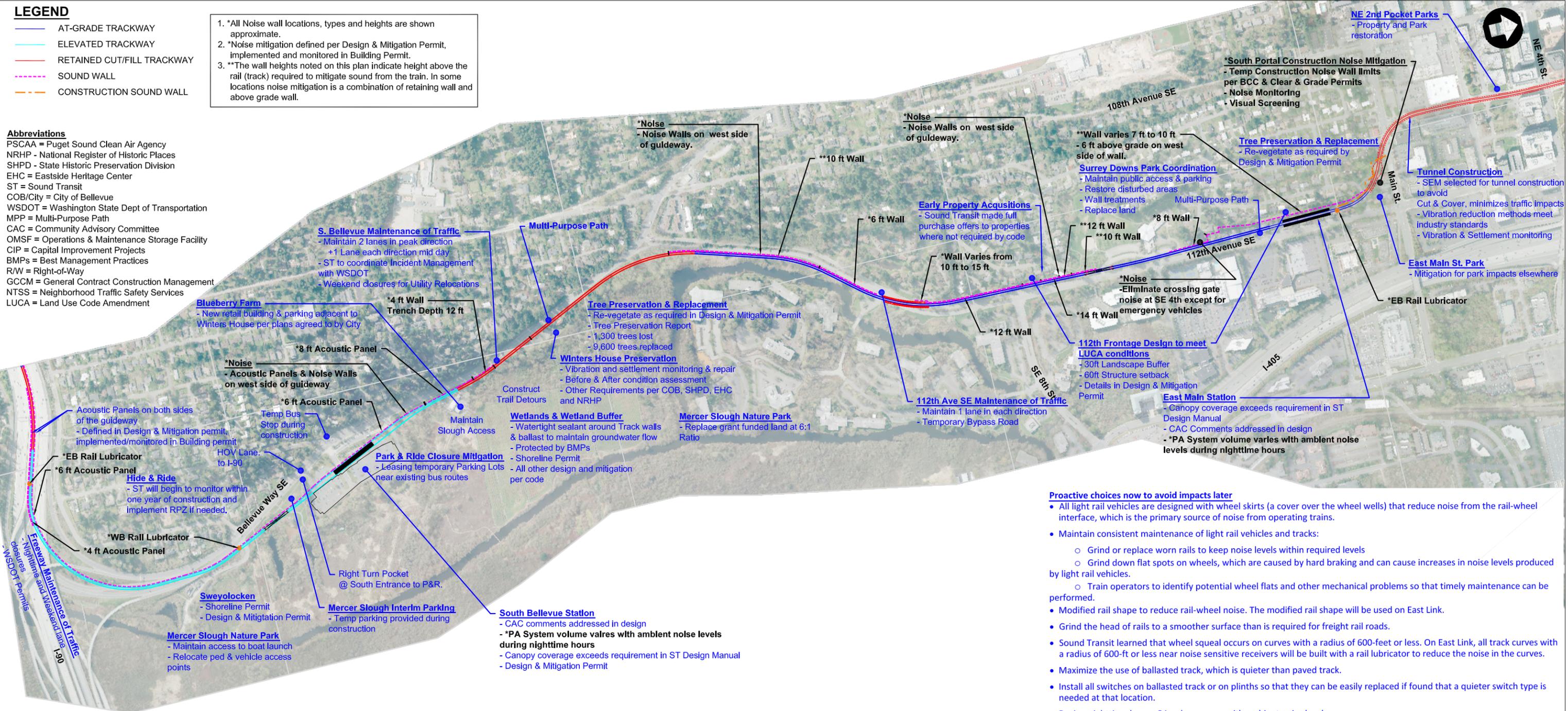
EXHIBIT O

LEGEND

- AT-GRADE TRACKWAY
- ELEVATED TRACKWAY
- RETAINED CUT/FILL TRACKWAY
- - - SOUND WALL
- - - CONSTRUCTION SOUND WALL

1. *All Noise wall locations, types and heights are shown approximate.
2. *Noise mitigation defined per Design & Mitigation Permit, implemented and monitored in Building Permit.
3. **The wall heights noted on this plan indicate height above the rail (track) required to mitigate sound from the train. In some locations noise mitigation is a combination of retaining wall and above grade wall.

- Abbreviations**
- PSCAA = Puget Sound Clean Air Agency
 - NRHP - National Register of Historic Places
 - SHPD - State Historic Preservation Division
 - EHC = Eastside Heritage Center
 - ST = Sound Transit
 - COB/City = City of Bellevue
 - WSDOT = Washington State Dept of Transportation
 - MPP = Multi-Purpose Path
 - CAC = Community Advisory Committee
 - OMSF = Operations & Maintenance Storage Facility
 - CIP = Capital Improvement Projects
 - BMPs = Best Management Practices
 - R/W = Right-of-Way
 - GCCM = General Contract Construction Management
 - NTSS = Neighborhood Traffic Safety Services
 - LUCA = Land Use Code Amendment



Proactive choices now to avoid impacts later

- All light rail vehicles are designed with wheel skirts (a cover over the wheel wells) that reduce noise from the rail-wheel interface, which is the primary source of noise from operating trains.
 - Maintain consistent maintenance of light rail vehicles and tracks:
 - Grind or replace worn rails to keep noise levels within required levels
 - Grind down flat spots on wheels, which are caused by hard braking and can cause increases in noise levels produced by light rail vehicles.
 - Train operators to identify potential wheel flats and other mechanical problems so that timely maintenance can be performed.
 - Modified rail shape to reduce rail-wheel noise. The modified rail shape will be used on East Link.
 - Grind the head of rails to a smoother surface than is required for freight rail roads.
 - Sound Transit learned that wheel squeal occurs on curves with a radius of 600-feet or less. On East Link, all track curves with a radius of 600-ft or less near noise sensitive receivers will be built with a rail lubricator to reduce the noise in the curves.
 - Maximize the use of ballasted track, which is quieter than paved track.
 - Install all switches on ballasted track or on plinths so that they can be easily replaced if found that a quieter switch type is needed at that location.
 - During nighttime hours, PA volumes vary with ambient noise levels.
 - Wayside audible warning devices are directed towards pedestrians.
 - Train bell noise levels reduced at night.
- Corridor Wide Mitigation**
- Air Quality dust & emission control per PSCAA requirements
 - Environmental Impacts regulated by Dept. of Fish and Wildlife, Dept. of Ecology and Army Corp. Eng.
 - ST Business & Community Outreach Program and good
 - neighbor commitments per ST website.
 - Alignment modifications to minimize neighborhood, City and
 - environmental concerns
 - Neighborhood Construction Traffic Mitigation
 - NTSS to work with impacted areas to address construction traffic impacts

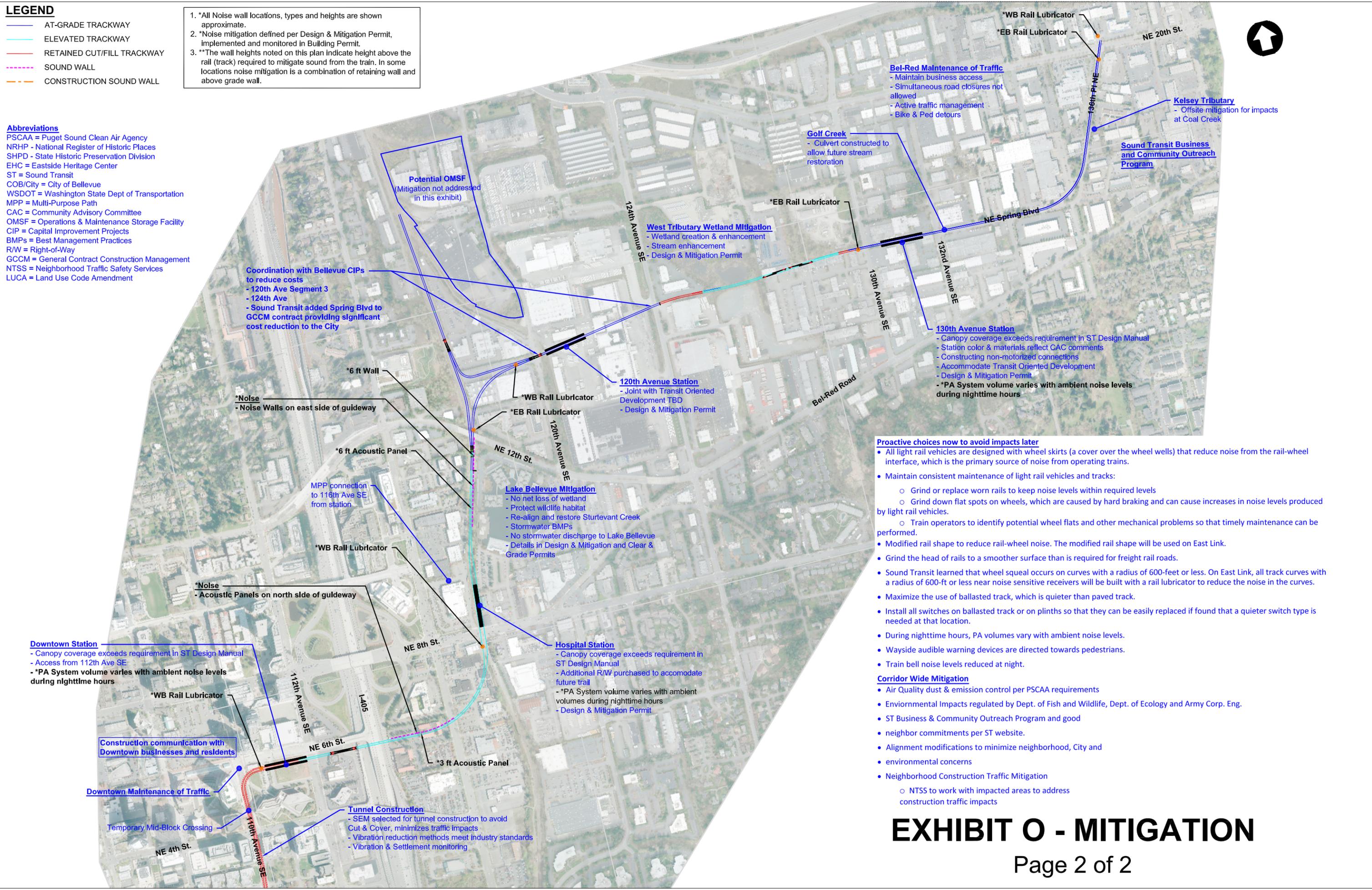
LEGEND

- AT-GRADE TRACKWAY
- ELEVATED TRACKWAY
- RETAINED CUT/FILL TRACKWAY
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Abbreviations

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Coordination with Bellevue CIPs to reduce costs
 - 120th Ave Segment 3
 - 124th Ave
 - Sound Transit added Spring Blvd to GCCM contract providing significant cost reduction to the City

***Noise**
 - Noise Walls on east side of guideway

*6 ft Acoustic Panel

MPP connection to 116th Ave SE from station

***Noise**
 - Acoustic Panels on north side of guideway

Downtown Station
 - Canopy coverage exceeds requirement in ST Design Manual
 - Access from 112th Ave SE
 - *PA System volume varies with ambient noise levels during nighttime hours

Construction communication with Downtown businesses and residents

Downtown Maintenance of Traffic

Temporary Mid-Block Crossing

Tunnel Construction
 - SEM selected for tunnel construction to avoid Cut & Cover, minimizes traffic impacts
 - Vibration reduction methods meet industry standards
 - Vibration & Settlement monitoring

NE 8th St.

112th Avenue SE

NE 6th St.

NE 4th St.

*3 ft Acoustic Panel

*WB Rail Lubricator

*EB Rail Lubricator

NE 12th St.

120th Avenue SE

Lake Bellevue Mitigation

- No net loss of wetland
- Protect wildlife habitat
- Re-align and restore Sturtevant Creek
- Stormwater BMPs
- No stormwater discharge to Lake Bellevue
- Details in Design & Mitigation and Clear & Grade Permits

Hospital Station

- Canopy coverage exceeds requirement in ST Design Manual
- Additional R/W purchased to accommodate future trail
- *PA System volume varies with ambient volumes during nighttime hours
- Design & Mitigation Permit

120th Avenue Station
 - Joint with Transit Oriented Development TBD
 - Design & Mitigation Permit

West Tributary Wetland Mitigation

- Wetland creation & enhancement
- Stream enhancement
- Design & Mitigation Permit

124th Avenue SE

*EB Rail Lubricator

Bel-Red Road

Proactive choices now to avoid impacts later

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- Wayside audible warning devices are directed towards pedestrians.
- Train bell noise levels reduced at night.
- Corridor Wide Mitigation**
 - Air Quality dust & emission control per PSCAA requirements
 - Environmental Impacts regulated by Dept. of Fish and Wildlife, Dept. of Ecology and Army Corp. Eng.
 - ST Business & Community Outreach Program and good neighbor commitments per ST website.
 - Alignment modifications to minimize neighborhood, City and environmental concerns
 - Neighborhood Construction Traffic Mitigation
 - NTSS to work with impacted areas to address construction traffic impacts

EXHIBIT O - MITIGATION

EXHIBIT P

Neighborhood Traffic and Parking Mitigation Strategies during East Link Construction

The purpose of this document is to highlight temporary strategies that could mitigate traffic and parking impacts to residential neighborhoods that result from East Link construction.

These strategies are being developed to address traffic mitigation and parking mitigation because of the long-term duration of East Link construction across all contract segments. Neighborhood impacts that result from large-scale city projects are often considered. Long-term roadway closures (e.g. Coal Creek Parkway) and planned capacity projects on arterials (NE 4th St) have instigated the installation of radar signs, one-lane zones, and entry treatments in adjacent neighborhoods.

Traffic Mitigation: Refers to tools that will largely manage traffic volume and reduce excessive vehicles speeds as a result of neighboring residential streets being more attractive routes for motorists as a result of construction activity on primary routes

Parking Mitigation: Refers to tools that would minimize parking impacts in neighborhoods that could increase during construction.

Within the traffic and parking mitigation categories, there are several temporary tools that could be implemented to mitigate concerns. Tools are only being considered while construction activity takes place, not during the future permanent condition (i.e. capital improvements are not being considered and any features in the roadway will be easily removed upon completion of construction). The process by which tools are implemented would be managed by the City of Bellevue. Inclusion of the tools in the document does not guarantee their implementation. Additional analysis, field reviews, and extensive community involvement will be required prior to implementation. They are as follows and described in more detail below. These tools may be appropriate in South Bellevue, East Main, Downtown, or Bel-Red.

It needs to be reiterated that all tools are temporary in nature. Only materials that are easily to implement and remove are being considered (e.g. rubber speed humps).

Traffic Mitigation Tools		Parking Mitigation Tools	
<i>Temporary features in the roadway</i>	Full closure	<i>Parking</i>	General parking restrictions
	Partial closure		
	One lane zone/chicane		
	Speed humps (e.g. rubber material)		
<i>Signs</i>	Radar signs		
	Local access only signs		
	Turn restrictions		

Some tools are self-enforcing such as speed humps and chicanes while others, such as signage and parking restrictions, require a strong enforcement commitment to be successful. Simply implementing these tools without enforcement behind it will drastically reduce their effectiveness, particularly in the long-term.



Due to the nature of construction activity, there may be other tools not currently identified that are best suited to address neighborhood and parking concerns. Any mitigation strategy will need to allow for flexibility in application to adjust for changing conditions associated with construction activity, timing, and influences and will also require extensive neighborhood outreach. A public outreach plan is not included as part of this document but will be considered alongside the development of mitigation strategies.

Traffic mitigation tools

Temporary features in the roadway:

Full closure: A full closure physically closes a roadway in a neighborhood and is considered the most restrictive and severe form of traffic calming. These installations eliminate or reroute cut-through traffic but come with significant trade-offs for residents including increased travel time to and from their homes. Full closures can be implemented with impermanent materials such as flexible vertical pylons.

Benefits: manage traffic volume, reduce excessive vehicle speeds, improve pedestrian and bicycle safety, enhance neighborhood identity

Partial closure: Partial closures restrict the roadway to one direction of travel. They limit vehicular access into neighborhoods while still providing residents with either an exit or entrance depending on the restriction. Partial closures change traffic patterns for residents within a neighborhood sometimes resulting in longer travel times and traffic shifts within the residential area.

Benefits: manage traffic volume, reduce excessive vehicle speeds, improve pedestrian and bicycle safety, enhance neighborhood identity

One lane zone/chicane: Chicanes are a series of two to three curb extensions that alternate from one side of the street to the other forming S-shaped curves on what would be an otherwise straight roadway. Slow points are curb extensions that narrow a roadway, sometimes allowing only one car at a time to pass. This treatment is used to reduce vehicle speeds. In some cases, this tool can be designed as a one-lane zone which allows only one vehicle at a time to pass, requiring vehicles at both ends to stop or yield before proceeding through. This creates delay for motorists and can reduce cut-through traffic as a result. One lane zones can be implemented with impermanent materials such as flexible vertical pylons. The city has used removable materials on past one lane zone/chicane projects.

Benefits: manage traffic volume, reduce excessive vehicle speeds

Speed humps: Speed humps (also known as speed bumps) have been used in the City of Bellevue since 1985 as a technique to reduce vehicle speeds. They are different from the more severe speed humps you may find in a parking lot. A speed hump causes a vehicle to produce a rocking motion, creating an uncomfortable sensation for the occupants of speeding vehicles



thus encouraging the driver to reduce their speed. Speed humps, traditionally made of asphalt, can be implemented on a temporary basis using removable materials such as hard rubber. The city has used removable materials on past speed humps projects.

Benefits: manage traffic volume, reduce excessive vehicle speeds, and heighten school zone awareness

Signs:

Temporary Radar signs: Stationary radar signs direct a driver's attention to the posted speed limit and digitally display the speed of the driver's vehicle on a large message board. This instant feedback results in a greater awareness of the speed limit and encourages motorists to adjust their speed accordingly, if needed. Typically, these signs are installed where other physical traffic calming measures are not appropriate. These installations have been shown to reduce vehicle speeds by 6-8 mph.

Benefits: reduce excessive vehicle speeds

Reduced speed limit signs: Reduced speed limit signs are an opportunity to reduce the speed limit on a street (e.g. from 25 mph to 20 mph). This may be appropriate in residential neighborhoods where curvilinear street patterns or other characteristics invite lower speeds.

Benefits: reduce excessive vehicle speeds

Local access only signs: "Local access only" signs are generally positioned at the entrance to a neighborhood to discourage non-resident motorists from using the roadway. Unless ordinated with a commitment of enforcement, over time, their effectiveness can decrease.

Benefits: manage traffic volume

Turn restrictions: Turn restrictions are placed at the entrance to neighborhood that restrict through movements or turns into the neighborhood. They can be all-day restrictions or during specific times, such as the peak-periods. Turn restrictions require a commitment of enforcement to be effective.

Benefits: manage traffic volume

Parking tools

Parking:

General Parking Restrictions: Parking restrictions are installed in neighborhoods for a variety of reasons, such as for sight-distance issues near an intersection, limited roadway widths, and spillover parking from businesses, schools, or parks. These restrictions do not allow any vehicles to park in these areas during the time indicated on the signs. Parking in these areas is also restricted to residents.

Benefits: manage traffic volume, manage neighborhood parking



EXHIBIT Q

Exhibit Q Permit Matrix

Contract	Owner Furnished	Contractor Furnished
E320 South Bellevue - DBB	Design and Mitigation Permit	Noise Variance
	Clear and Grade Permit	Electrical Permit (TPSS-TBD)
	Utility Developer Extension Agreement (In support of Clear and Grade)	Mechanical & Electrical Permit (S. Bellevue Station)
	Right of Way Use Permit (Clear and Grade)	Fire Alarm S. Bellevue Station)
	Shoreline Variance	Standpipes (S. Bellevue Station)
	Substantial Shoreline Development Permit	Mechanical & Electrical Permit (Parking Garage)
	Building Permit (S. Bellevue Station)	Fire Alarm (Parking Garage)
	Utility Developer Extension Agreement (S. Bellevue Station & Parking Garage)	Sprinkler (Parking Garage)
	Building Permit (Parking Garage)	Demolition Permits
	Building Permit for Lid @ Winters House and Trench Walls	ROW Use Permit
	Clear and Grade Permit (S. Bellevue Station Site)E	
	Parent ROW Use Permit	
	Building Permit (Surrey Downs Walls)	
	Parent Noise Variance	
E330 Tunnel - DBB	Clear and Grade Permit (Tunnel)	Noise Variance
	Utility Developer Extension Agreement	Fire Alarm & Standpipe Permit
	Parent Right of Way Use	Radio System
	Building Permit - Skyline Tower Basement Reinforcement	ROW Use Permit
	Major Project Building Permit (South Portal Walls)	Demolition Permits
	Parent Noise Variance	

Exhibit Q Permit Matrix

Contract	Owner Furnished	Contractor Furnished
E335 Downtown - GCCM	Design and Mitigation Permit (E330/335)	Noise Variance
	Design and Mitigation Permit (120th Station)	Mechanical and Electrical Permits (City Hall Parking Garage Rebuild) - TBD
	Building Permit (E. Main Station)	Mechanical and Electrical Permits (BTC Station) - TBD
	Building Permit (S. Tunnel Portal)	Fire Alarm and Standpipe - (BTC Station)
	Clear and Grade Permit (Confirm if needed)	Temporary Use - Parking (BTC Station)
	Utility Developer Extension Agreement - TBD	Demolition Permit (EL 241)
	Building Permit (BTC Station)	Fire Alarm and Standpipe - (Hospital Station)
	Building Permit (City Hall Garage Rebuild)	Electrical Permit (TPSS) - TBD
	Clear and Grade Permit (City Hall Parking Garage Rebuild)	Mechanical and Electrical Permit (120th Station)
	Utility Developer Extension Agreement - (Phase I or II? N. Tunnel Portal)	Fire Alarm and Standpipe (120th Station)
	Clear and Grade Permit (BTC Station)	ROW Use Permit
	Utility Developer Extension Agreement (BTC Station)	
	Clear and Grade Permit (for guideway outside City ROW)	
	Parent ROW Use Permit	
	Building Permit (Hospital Station)	
	Clear and Grade Permit (Hospital Station) TBD	
	Utility Developer Extension Agreement	
	ROW Use Permit (Hospital Station) - TBD	
	Building Permit (TPSS)	
	Side Sewer Permit (TPSS)	
	Clear and Grade Permit (120th Station)	
	Utility Developer Extension Agreement (120th Station)	
	Building Permit (120th Station)	
ROW Use Permit (120th Station) - TBD		
Parent Noise Variance		

Exhibit Q Permit Matrix

Contract	Owner Furnished	Contractor Furnished
E340 Bel-Red - DBB	Design and Mitigation Permit	Noise Variance
	Clear and Grade Permit (Outside COB ROW)	Mechanical and Electrical Permit (130th Station) - TBD
	Clear and Grade Permit (130th Station)	Fire Alarm and Standpipe (130th Station)
	Utility Developer Extension Agreement (130th Station)	ROW Use Permit
	Building Permit (130th Station)	Demolition Permits
	ROW Use Permit (130th Station)	
	Parent ROW Use Permit	
	Substantial Shoreline Development Permit	
	Parent Noise Variance	
E340 Bel-Red OPL Relocation		Noise Variance/CNEEHPA - If applicable
		Clear and Grade
		ROW Use Permit (TK)
		UE/Storm Drainage
E340 – Utility Relocation (Storm)		Storm Drainage
		ROW Use Permit (TK)
		Clear and Grade
		Utility Developer Extension Agreement (If applicable)
		Shoring Permit
E360 Redmond - DB	Utility Developer Extension Agreement	Demolition Permits (Bingo Properties)
	Construction Noise Expanded Exempt Hours Permit	

EXHIBIT R

City of Bellevue – Sound Transit Property Conveyance

EXHIBIT R

Property Rights - Sound Transit to Convey to City						
Item	Topic	Timing of conveyance documentation	ROW Plan Sheet No.	Tax Parcel No.	Sound Transit Parcel No	Type of Property Rights and approximate size (sq. ft)*
1	Main Street Park	Upon substantial completion of E335 construction contract	L86-RPP101 thru 103	NA	EL-200, EL-201, EL-202, EL-203, EL-204, EL-205, EL-207 and EL-209	Fee: 81,985; Less - Tieback/soil nail Easement: 2,738 - Tunnel Easement: 22,570
2	Pedestrian Path to 116 th	Upon substantial completion			EL-256,EL-256.2,EL-252, EL257	Sidewalk Easement: 4,754; Wall & Maintenance Easement: 4,320
3	Spring Blvd-Zone 1	Upon substantial completion of roadway	NA	NA	NA	Per Amended and Restated MOU Section 22.
4	124th Ave	2015	NA	NA	NA	Per 120 th /124 th Cost Share Agreement
5	Spring Blvd Improvements	Upon substantial completion of guideway	L87-RPP109 thru 110	282505-9041, -9058, -9195, -9258	EL-290, EI-293, EI-295, EL-298	Sidewalk Easement: 6,845
6	Spring Blvd/136th Place (132nd to NE 20th)	Upon substantial completion of roadway	L87-RPP111 thru 115 and L87-RPP135 thru 137	272505-9198, 067210-0005, 272505-9109, 272505-9008, -9213, -9217, -9009,-9067,-9240, -9212,-9275,-9228, -9263,-9262,-9088, -9142; 067210-0004, -0191, -0176; 386290-0030, -0020, -0010	EI-300, EL-301, EL-302, 304 EL-305, EL-306, EL-307, EL-308, EL-309, EL-310, EL-313, EL-315, EL-316, EL-317, EL-318, EL-319, EL-320, EL-321, EL-322, EL-323, EL-324, EL-326, EL-327, and EL-328	Fee: 80,730 (Roadway & Utility Vaults) Sidewalk Easement: 38,132 Wall & Maintenance: 4,847
7	Portion of WSDOT Park and Ride Parcel	Following completion of wetland establishment period			EL-111	Remnant portion of WSDOT parcel.

* Depictions of the property conveyance are given Clerk’s Receiving No. 53500, and incorporated herein by reference.

City of Bellevue – Sound Transit Property Conveyance

EXHIBIT R

Property Rights - City to Convey to Sound Transit						
Item	Topic	Timing of conveyance documentation	ROW Plan Sheet No.	Tax Parcel No.	Sound Transit Parcel No	Type of Property Rights and approximate size (sq. ft)*
8	Mercer Slough	2015	L85-RPP107 thru 117, L85-RPP129 and L85-RPP142	700010-0210, -0150, -0445, -0350; 082405-9278; 052405-9254, -9084; 066287-0090	EL-101, EL-102, EL-105, EL-120, EL-123, EL-128, EL-136, EL-141	Fee: 88,497 Guideway: 41,671 TCE: 620,488 Wall & Maintenance: 4,566 Ground Improvements: 24,480 Tieback: 4,360 NGPE/A: 386,867 Utility: 25,311
9	Surrey Downs Park	2015	L85-RPP123 thru 125	322505-9140	EL-173	Fee: 35,089 TCE: 106,578 Wall & Maintenance: 4,299 Tieback: 9,041
10	NE 2nd Properties	2015	L86-RPP105, L86-RPP-142, T86-RPP105 and T86-RPP109	369980-0035, 808760-0035	EL-219, EL-219.1, EL-222.1	TCE: 20,011
11	NE 2nd Pocket Parks	2015	L86-RPP105, L86-RPP-142, T86-RPP105 and T86-RPP109	369900-0075, -0080, -0030; 808760-0029	EL-217, EL-218, EL-220, EL-221	TCE: 21,841 Tunnel: 1,597 Temp Excavation: 688
12	City Owned Downtown Parcel - KC Metro	2015	L86-RPP108 thru 109, L86-RPP143	322505-9216	EL-237	Fee: 31,381 TCE: 36,455

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City of Bellevue – Sound Transit Property Conveyance

EXHIBIT R

Item	Topic	Timing of conveyance documentation	ROW Plan Sheet No.	Tax Parcel No.	Sound Transit Parcel No	Type of Property Rights and approximate size (sq. ft)*
13	City Hall	2015	L86-RPP106 thru 109, L86-RPP143 and T86-RPP107	322505-9199, -9017	EL-229, EL-232	Fee: 33,458 TCE: 77,004 Tunnel: 4,045
14	Lincoln Center	2015	L86-RPP110 thru 111	322505-9005	EL-241	TCE: 83,522 Guideway: 18,315 Utility: 1,260
15	120th Ave	2015		NA	NA	Per 120 th /124 th Cost Share Agreement
16	Former Safeway Site	2015	L87-RPP107 and L87-RPP126	282505-9296, 282505-9240	EL-286, EL-287	TCE: 151,094 Guideway: 19,288 Access: 4,165 Utility: 8,959 Environmental Monitoring: 22,578 NGPE: 47,841
17	Pine Forest (Teledesic)	2015	L87-RPP102 thru 103, L87-RPP123	109910-0005	EL-279	TCE: 126,027 Wall: 281 Utility: 6,242
18	Coal Creek Mitigation	2015	L85-RPP600	162405-9212	EL-103.1, EL103.2	TCE: 171,428

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