

## EXCLUSIVE NEGOTIATIONS AGREEMENT

**THIS EXCLUSIVE NEGOTIATIONS AGREEMENT (“Agreement”)** is made effective as of this \_\_\_\_ day of February, 2026 (“**Effective Date**”), by and between the City of Bellevue, a municipal corporation (the “**City**”) and Su Land Inc., a Washington Corporation (“**Developer**”). The City and Developer are sometimes referred to herein as a “**Party**” or collectively as the “**Parties**.”

### RECITALS:

**A.** The City owns or controls real property located adjacent to the 130<sup>th</sup> Sound Transit Station between 130<sup>th</sup> Avenue NE and 132<sup>nd</sup> Avenue NE, Bellevue, WA, Washington, which is more particularly depicted on Exhibit A, attached hereto and incorporated herein by this reference (“**Property**”).

**B.** The City and Developer desire to re-develop the Property, to include, among other things multifamily residential (“**Residential Property**”), commercial space (“**Commercial Property**”) and a parking garage, containing a minimum of 302 parking stalls allocated to Sound Transit (“**ST Garage**” and together with the Commercial Space and the Residential Property, the “**Project**”).

**C.** The City now desires to offer Developer the opportunity to exclusively negotiate with the City for the development of the Project pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereby agree as follows:

1. **Good Faith Negotiations.** Subject to all terms and conditions of this Agreement, the City and Developer agree for the time period set forth below to negotiate diligently and in good faith towards the preparation of a development agreement, a purchase and sale agreement, an agreement relating to the development of the ST Garage and other necessary Project agreements (collectively, “**Project Agreements**”) which will involve the acquisition by Developer of the Property and subsequent development of the Project. It is expressly understood and agreed by the Parties that this is a contract regarding negotiations only and does not convey any interest in the Property or a potential agreement or constitute any approval whatsoever of any proposed project. By its execution of this Agreement, the City is not committing to (a) any disposition of land to Developer; (b) the ability to obtain any approvals required from the City to use the Property for the Project or (c) any other acts requiring the subsequent independent exercise of discretion by the City, or its departments. It is further agreed and understood that this Agreement does not imply any obligation on the part of the City or Developer to enter into any agreement that may result from the negotiations contemplated herein nor shall Developer have any proprietary or intellectual property rights in the Project Agreements or the terms thereof. The City agrees, for the Initial Term and any Extended Term (defined below), not to negotiate with, solicit offers or proposals regarding, or respond to inquiries from (other than to notify the inquiring party, person or entity that the City is subject to an exclusive negotiation agreement) any other person or entity regarding development, sale, or lease of the Property or any portion thereof.
2. **Term of Agreement.**

- A.** Initial Term. The term of this Agreement shall be for a period of twelve (12) calendar months from the Effective Date (“**Initial Term**”) unless earlier terminated or extended as provided in this Agreement.

- B. Extended Term. The Initial Term may be extended for a period of twelve (12) additional months (“**Extended Term**”), which may be granted by the City, acting in its sole discretion, upon the City’s Community Development Director (“**Director**”) receipt of a written request from Developer for such Extended Term, which shall be received by the Director not less than thirty (30) days prior to expiration of the Initial Term (“**Notice of Extension**”).
- C. Termination Following Execution of Project Agreements. If the Project Agreements are executed by the Parties relating to all or part of the Property during the Initial Term or any Extended Term, then this Agreement shall terminate upon execution of said Project Agreements with regard to the portion of the Property subject to said Project Agreement.

**3. Schedule of Performance; Consultants, Vendors, Designers or Contractors.**

- A. Schedule of Performance. The parties shall use good faith efforts to complete the milestones set forth in the Schedule of Performance attached hereto as Exhibit B (“**Schedule of Performance**”) within the time periods set forth therein. The Director is authorized to agree to extend the date of any task listed in Exhibit B on behalf of the City. Upon request from the City from time to time, Developer shall provide the City with copies of schematics, designs, surveys, reports, studies or other work product necessary to evidence compliance with the milestones set forth in the Schedule of Performance.
  - B. Consultants, Vendors, Designers or Contractors. To avoid conflicts of interest, Developer shall not hire a consultant, vendor, designer or contractor off the list of consultants, vendors, designers or contractors attached hereto as Exhibit C. Otherwise, Developer shall have the right to select the consultants, vendors, designers or contractors of its choosing for portions of the Project that are exclusively funded by Developer. As Developer identifies any such consultant, vendor, designer or contractor, Developer shall so notify the City and consider any concerns expressed by the City before retaining any particular consultant, vendor, designer or contractor. Developer shall retain the right to change any such consultant, vendor, designer or contractor.
- 4. **Right of Entry.** During the Initial Term or any extension thereof, Developer, its representatives, consultants, contractors, agents and employees shall have the right to enter the Property at all reasonable times for the purpose of conducting any tests, studies, analysis or other work necessary to perform the milestones set forth above in accordance with the terms of the Early Access Agreement (“**EAA**”) attached hereto as Exhibit D. Such EAA shall be executed prior to any entry into the Property.
  - 5. **Disposition of Property.** It is expressly acknowledged and agreed by the Parties that, until and unless the Project Agreements are signed by Developer and approved by the City Council, in its sole and absolute sole discretion, any drafts or other communications resulting from performance of this Agreement shall not be used to impose any legally binding obligation on the City or Developer or as evidence of any oral or implied agreement by the City or Developer to enter into a legally binding document.
  - 6. **Disclosure of Confidential Information.** Developer understands and acknowledges that the

City is a public agency that is subject to the Open Public Meetings Act RCW 42.30 and is subject to the Washington Public Records Act RCW 42.56 and that information and records provided to the City may be subject to public inspection and production in response to public records requests.

Notwithstanding anything to the contrary contained herein, information designated as “Confidential” shall not, however, include any information that is:

- A. contained in an unrestricted, generally-available printed publication prior to the date of this Agreement;
- B. publicly available at the time of disclosure or that becomes publicly available without any wrongful act or failure to act on the part of the recipient;
- C. is known by either party without any proprietary restrictions at the time of receipt of such confidential information from the discloser or becomes rightfully known to either party without proprietary restrictions from a third-party source;
- D. is independently developed by the recipient without reference to the confidential information of the discloser; or
- E. is disclosed by the discloser in an open public meeting.

**7. Conflict of Interest.**

- A. Conflicts of Interest. Developer shall at all times avoid conflict of interest or appearance of conflict of interest under any applicable state, federal or local laws, rules and regulations in the performance of this Agreement. Developer shall disclose any conflict of interest, or potential conflict of interest, which exists or arises at any time during the Term of this Agreement. For purposes of this Section, any conflict of interest of a principal, officer, partner, joint-venturer, or employee of Developer shall be conclusively deemed to be a conflict of interest of Developer.
- B. Remedies. The City shall have the right to treat any violation of this Section as a material breach of this Agreement, and shall have the right to terminate the Agreement and pursue any and all legal or equitable remedies for said breach of this Agreement.

**8. Developer Responsibilities.**

- A. Development Costs. Developer expressly acknowledges that all expenses and costs it may incur during the Initial Term of or as a result of this Agreement are its sole obligation and responsibility and done at its sole risk, including, but not limited to, any costs associated with any proposed project and any costs incurred to prepare the necessary studies and analysis required for any proposed project. All City fees for processing a development application or any review are due upon submittal of each and every development application to the City.
- B. Entitlement Applications. Developer shall cooperate with the City in the preparation, processing and submittal of the Project planning and zoning approvals and related environmental documents by supplying necessary

information and/or development plans concerning the Project. The developer understands that a Binding Site Plan (“BSP”) cannot come in as a standalone application and must be merged with a qualifying entitlement application.

- C. Progress Reports. Developer shall keep the City apprised as to the status of all work to be undertaken by or on behalf of Developer and during the Initial Term or any Extended Term, Developer shall submit to the City within ten (10) days following the City’s request, via email or other reasonable method, a progress update advising the City of the status of all work being undertaken by or on behalf of Developer.
- D. Developer Representative. Developer appoints Jenkins Chan and Sam James and to act as its representatives.

## 9. City Responsibilities.

- A. City Assistance and Cooperation. The City shall cooperate with Developer by providing information regarding the development potential of the Property.
- B. Pre-Submittal Cooperation and Collaboration. The City, as the Property owner, shall cooperate with Developer in evaluating the land use standards applicable to the Project and will assist the Developer through its due diligence, including but not limited to assisting Developer’s evaluation of proposed BelRed Land Use Code updates, potential single site agreements, potential BSP options, or potential development agreements that may be authorized by the Land Use Code. The City shall assist the Developer in evaluating allowable height, transportation, right of way design, and the ability to transfer FAR between the subject parcels, consistent with the Land Use Code as adopted or hereinafter amended. The City and Developer acknowledge that the zoning and land use control ordinances that control development on the Property is a Bellevue City Council decision. Any review of the Project under proposed zoning and land use control ordinances is at Developer’s own risk and expense, and the good faith cooperation and collaboration identified in this Section 9.B shall not constitute any approval whatsoever by the City of any permit, entitlement, or proposed Project.
- C. Entitlement Processing. The City shall cooperate with Developer in the preparation, processing and submittal of the Project planning and zoning approvals and related environmental documents by supplying necessary technical data and other related information and/or development plans concerning the Project all in accordance with the City’s standard project approval and permitting process. The City acknowledges that the Developer intends to create a separate parcel for the ST Garage to allow the ST Garage parcel to be conveyed in fee simple, and the City agrees to cooperate with Developer’s request for one or more BSPs to create such separate parcel for the ST Garage.
- D. Progress Reports. The City shall keep Developer apprised as to the status of all work to be undertaken by or on behalf of the City and within ten (10) days following Developer’s request, which may be made from time to time during the Initial Term or any Extended Term, the City shall submit to Developer, via email or other reasonable method, a progress update advising Developer of the status of all work being undertaken by or on behalf of the City.
- E. City Representative. The City appoints Edward Butterfield, Public Private

Partnership Manager, Community Development Department, as its representative (“City Representative”).

- F. Authority. All decisions and actions of the City hereunder may be taken by the Director.
10. **Distinction from Regulatory Authority of the City.** Developer understands and agrees that this Agreement does not and shall not be construed to indicate or imply that the City, acting as a regulatory or permitting authority, has hereby granted or is obligated to grant any approval or permit required by law for the development of the Project on the Property as contemplated by this Agreement.
11. **City Council Approval.** If the negotiations contemplated herein culminate in the execution of the Project Agreements, the Project Agreements may be brought forward for consideration by the City Council, provided, however, such Project Agreements shall become effective only after having been considered and approved by the City Council in its sole and absolute discretion.
12. **Non-discrimination.** Developer shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin in connection with or related to the performance of this Agreement.
13. **Termination.** Subject to the cure right provided below, if Developer does not comply in a timely and diligent manner with any material obligation of Developer under this Agreement, including without limitation, a failure to meet one or more of the milestones set forth in the Schedule of Performance, all as determined by the City in its reasonable discretion, the City may terminate this Agreement at any time by written notice to Developer. Additionally, during the Initial Term or any Extended Term City, the City may terminate this Agreement if the City determines in its reasonable discretion that the City will be unable to reach agreement with Developer on the Project Agreements that are satisfactory to both parties. If, during the Initial Term or any Extended Term, Developer determines that it is not feasible for Developer to develop the Project, Developer shall have the right to terminate this Agreement upon providing written notice to the City. In the event this Agreement is terminated and the parties fail to enter into the Project Agreements, Developer agrees to promptly provide the City with copies of any non-proprietary third party reports or studies obtained by Developer, including without limitation, surveys, Phase I and II environmental studies, traffic or engineering reports.
- Notwithstanding anything to the contrary contained herein, in the event of a default of this Agreement by either Party, the other Party shall have all rights and remedies available under applicable law. Neither Party shall be deemed to be in default unless and until the other Party has provided the defaulting Party with written notice of such default and such defaulting Party shall have failed to cure such default within the period of thirty (30) days following the giving of such notice from the other Party.
14. **Notices.** All notices and other communications required or permitted to be given under this Agreement shall be in writing and may be delivered by hand, by facsimile transmission with verification of receipt, or by United States mail, postage prepaid and return receipt requested, addressed to the respective Parties as follows:

To City:

City of Bellevue  
450 110<sup>th</sup> Avenue NE  
Bellevue, WA 98004  
Attn: Edward Butterfield  
Email Address: [EButterfie@bellevuewa.gov](mailto:EButterfie@bellevuewa.gov)

With a copy to:

Pacifica Law Group LLP  
401 Union Street, Suite 1600  
Seattle, WA 98101  
Attn: John De Lanoy  
Email Address: [john.delanoy@pacificallawgroup.com](mailto:john.delanoy@pacificallawgroup.com)

And a copy to:

City of Bellevue  
City Attorney's Office  
450 110<sup>th</sup> Avenue NE  
Bellevue, WA 98004  
Attn: Monica Buck  
Email Address: [MBuck@bellevuewa.gov](mailto:MBuck@bellevuewa.gov)

To Developer:

Su Development  
10608 NE 2<sup>nd</sup> St. Suite 202  
Bellevue, WA 98004  
Attn: Jenkins Chan  
Email Address: [jenkinsc@sudevelopment.com](mailto:jenkinsc@sudevelopment.com)

With a copy to:

Hillis Clark Martin & Peterson P.S.  
999 Third Avenue Suite 4600  
Seattle, WA 98104  
Attn: Michelle Gail  
Email Address: [michelle.gail@hcmp.com](mailto:michelle.gail@hcmp.com)

or to such other address as any party may designate by notice in accordance with this Section.

15. **Waiver of Lis Pendens.** It is expressly understood and agreed by the Parties that no lis pendens shall be filed with respect to this Agreement, the Project Agreements or any dispute or act arising from them.
16. **Time of Essence.** It is understood and agreed by the Parties that time is of the essence in the performance of the obligations of this Agreement.
17. **Assignment.** Developer may not transfer or assign any or all of its rights or obligations hereunder

except with the prior written consent of the City which may be granted or withheld in the City's sole and absolute discretion, and any such attempted assignment without the prior written consent of the City shall be wholly void and of no effect; provided that Developer may create a title holding entity to enter into the Project Agreements.

18. **No Third Party Beneficiaries.** This Agreement is made and entered into solely for the benefit of the City and Developer and no other person shall have any right of action under this Agreement.
19. **Limitation of Liability.** Notwithstanding anything to the contrary at law or equity, in the event of any breach of this Agreement by the City, the sole and exclusive remedy of Developer hereunder shall be the recovery of Developer's actual out of pocket costs incurred by Developer to third parties or to Developer's in-house staff that provide the same services as a third party (such as in-house counsel and architectural staff) to satisfy its obligations under this Agreement. In no event shall Developer be entitled to "expectation damages" i.e., any amounts that Developer would expect to gain were an agreement ever executed, including, without limitation, any amount for potential lost profits. Neither Party shall be allowed to recover any damages for lost business opportunity, or for any indirect or consequential damages from the other Party.
20. **Waiver.** Developer agrees that waiver by City of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the City of the performance of any work or services by Developer shall not be deemed to be a waiver of any term or condition of this Agreement.
21. **Governing Law.** The law governing this Agreement shall be that of the State of Washington.
22. **Venue.** In the Event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be exclusively vested in a state court in the County of King, Washington.
23. **Prior Agreements and Amendments.** This Agreement, including all Exhibits listed below and attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This agreement may only be modified by a written amendment duly executed by the Parties.

Exhibit A- Depiction of Property

Exhibit B- Schedule of Performance

Exhibit C- List of prohibited Consultants and Vendors

Exhibit D- Form of Early Access Agreement

*[Signature pages follow]*

**IN WITNESS WHEREOF**, this Agreement is executed as of the date first above written.

**CITY:**

City of Bellevue

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Monica Buck, Deputy City Attorney

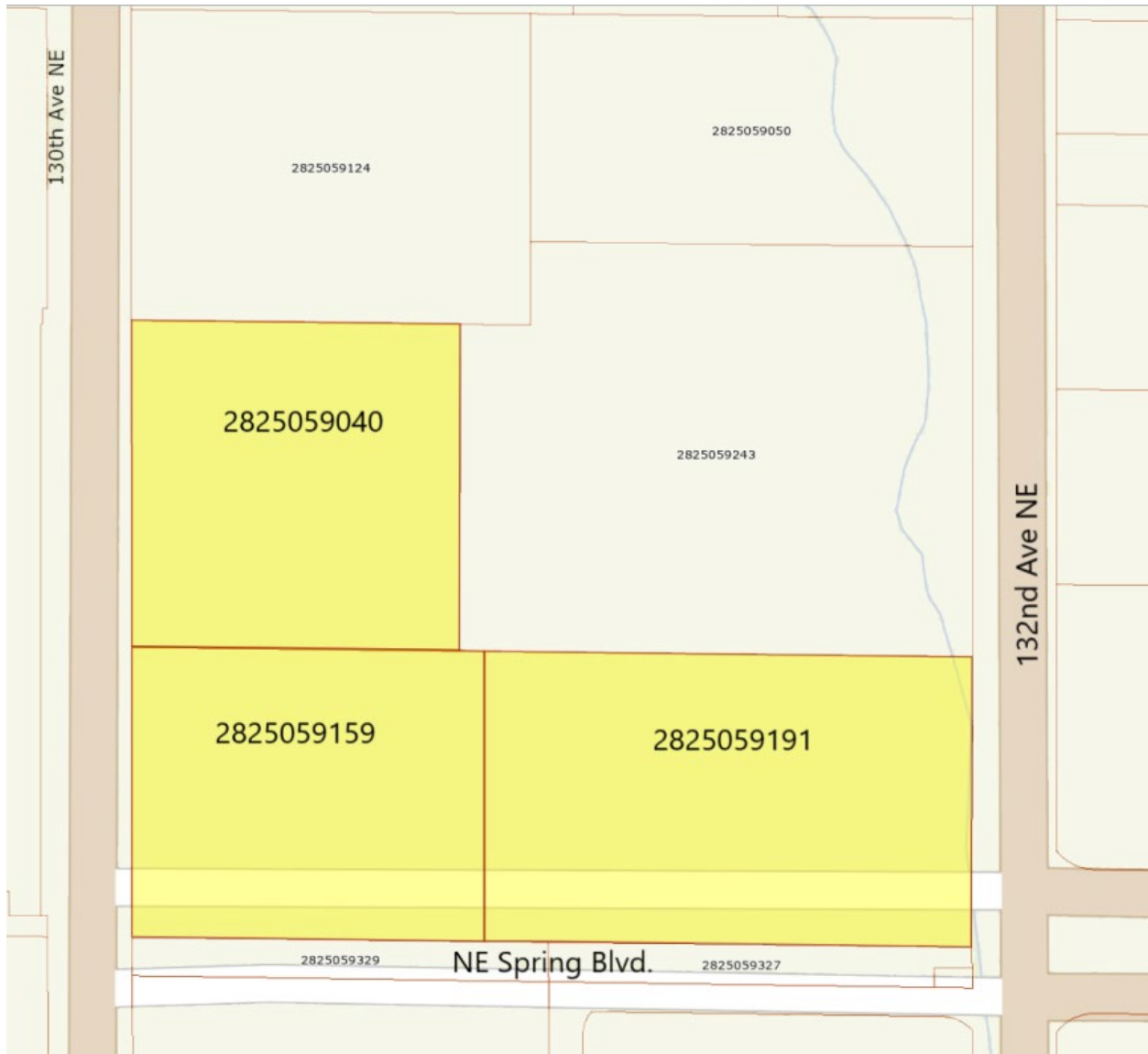
**DEVELOPER:**

[\_\_\_\_\_]

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**EXHIBIT A**  
**DEPICTION OF PROPERTY**



**EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**

1. Within sixty (60) days from the date of the execution of this Agreement, the City shall provide to Developer an outline of the terms that the City intends to include in the Project Agreements, including the development agreement and the agreement relating to the development of the ST Garage prior to Draft Code Issuance.

2. Developer shall commence its due diligence within five (5) business days from the execution of this Agreement. Within one hundred twenty (120) days following execution of this Agreement, Developer shall have completed at least the following aspects of its primary due diligence:

- Conceptual financial assessment allocating costs for construction of the Project taking into account land value and cost estimates furnished by City for construction of the ST Garage.
- With City's assistance determine potential boundaries of parcel or parcels and the use or transfer of FAR between all subject parcels. City, as Property owner, shall assist Developer in evaluating whether FAR will be transferable from the ST Garage parcel to the other parcels within the subject property.
- Review of City survey for any title issues and additional work necessary.
- Review of City materials relevant to the subject property not previously provided as exhibits to the 130<sup>th</sup> Transit-Oriented Development Parcels RFP published March 10, 2025 (the "**RFP**"). This shall include the Sound Transit Facility construction cost estimate prepared by KPFF with assistance from ProDim as referenced in Addendum #1 of the RFP.
- City acknowledges the Developer's plan relies on the BelRed Land Use Code to allow for building heights up to 250' per the City's originally published RFQ/RFP. If the updated BelRed Land Use Code does not permit this height, the City, as the Property owner, will work with Developer to explore other options for a site specific allowance for 250' heights.
- Determine and begin supplemental investigative sitework, including survey, geotechnical and environmental engineering.

3. City shall provide a first draft of the Project Agreements within ninety (90) days from the later of a) the execution of this Agreement or b) the BelRed Draft Code Update Issuance.

4. Within one hundred and twenty (120) days of the BelRed Final Code Update Adoption, Developer shall have completed at least the following aspects of its primary due diligence:

- Preliminary design for the Project.
- Preliminary development timeline.
- Preliminary estimated cost to complete the Sound Transit Facility.
- Identification of Project team, including its designer(s) and contractor(s). Developer shall have sole discretion to change the Project team.

5. Developer and City shall exchange a second draft of the Project Agreements within sixty (60) days of the City's provision of the first draft of the Project Agreements.

6. Upon the later of forty (40) days of the execution of BelRed Final Code Adoption or the exchange of the second draft of the Project Agreements, the parties will meet in person or via zoom to work out differences on the terms of the Project Agreements, if any.

## **EXHIBIT C**

### **LIST OF PROHIBITED CONSULTANTS AND VENDORS**

HDR Engineering, Inc.  
HWA GeoSciences, Inc.  
Atlas Technical Consultants  
Osborn Consulting, Inc

## EXHIBIT D

### EARLY ACCESS AGREEMENT FOR 130<sup>th</sup> PARCELS

**THIS EARLY ACCESS AGREEMENT FOR 130<sup>th</sup> PARCELS** (this “**Agreement**”) is dated as of the [ ] day of [ ], 2025 (the “**Effective Date**”), by and between [ ] LLC, a Washington limited liability company (“**Interested Party**”) and City of Bellevue, a municipal corporation (“**Owner**”).

#### RECITALS:

A. Owner owns certain real property located at the [ ] site located at [ ], Bellevue, Washington (“**Property**”) as legally described on Exhibit A attached hereto and incorporated herein;

B. The Property is currently used and operated as a public transit surface parking lot and related facilities for Central Puget Sound Regional Transit Authority, a Washington regional transit authority (“**Sound Transit**”) (the “**Sound Transit Parking Area**”).

C. Interested Party is interested in potentially entering into a purchase agreement (the “**Purchase Agreement**”) with respect to the Property and as such, Interested Party desires to access the Property for purposes of conducting its due diligence prior to the date on which the parties execute the Purchase Agreement; and

D. Owner agrees to allow Interested Party the right to access the Property but only in compliance with the terms and conditions of this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Access. Subject to the obligation to provide insurance as provided below, commencing on the Effective Date through the earlier date of (a) the Purchase Agreement is mutually executed by the parties, or (b) this Agreement is terminated pursuant to Section 4.5 below, Interested Party shall have the right to inspect the condition of the Property and perform all non-invasive due diligence activities on the Property for purposes of conducting feasibility related to entering into the Purchase Agreement; provided that, such access or inspections shall not unreasonably interfere with ongoing [ ] operations on the Property. For purposes of conducting such inspections, Owner agrees to provide Interested Party, its representatives, agents, vendors, employees, contractors and consultants (collectively, “**Vendors**”) full and complete access to the Property (subject to the terms of this Agreement, including Section 3.2 below) at all reasonable times on business days upon at least two (2) business days’ prior notice to Owner and Sound Transit (which may be by email, attention: [propertymanagement@soundtransit.org](mailto:propertymanagement@soundtransit.org)). Interested Party shall not have the right to conduct a Phase II environmental site assessment or any other invasive testing (environmental, structural or otherwise) at the Property or take physical samples from the Property without the express prior written consent of both Owner and Sound Transit, which consent shall not be unreasonably withheld, conditioned, or delayed. If Owner and Sound Transit give consent, additional insurance requirements for Interested Party and its Vendors may apply. Owner shall have the right to have a representative present during any inspections conducted by Interested Party or its Vendors, and Sound Transit shall have the right to have a representative present during any invasive testing, if such testing is permitted as described above. Interested Party shall provide Owner with copies of any Survey of the Property prepared by Interested Party or its Vendors and any non-proprietary, third-party reports about the Property, such as Phase I and II environmental reports (if authorized by Owner).

2. Insurance. Prior to accessing the Property, Interested Party and all Vendors shall furnish to Owner a certificate of insurance evidencing: (a) commercial general liability insurance coverage of not less than One Million and No/100ths Dollars (\$1,000,000.00) per occurrence and Two Million and No/100ths Dollars (\$2,000,000.00) in the aggregate, (b) commercial automobile insurance coverage of not less than One Million and No/100ths Dollars (\$1,000,000.00) per occurrence which shall cover liability arising in connection with any automobile operated or owned by Interested Party or its agents (including owned, hired and non-owned automobiles), and (c) employer’s liability insurance of not less than One Million and No/100ths Dollars (\$1,000,000.00) per accident. The coverages required by subsections (a) and (b) immediately preceding shall (i) be endorsed to include Owner and **Sound Transit** as additional insureds; and (ii) be primary and any insurance maintained by Owner or Sound Transit shall be excess

and noncontributory and (iii) include contractual liability coverage with respect to Interested Party's indemnity obligations set forth in this Agreement (it being understood, however, that the availability of such insurance shall not serve to limit or define the scope of Interested Party's indemnity obligations under this Agreement in any manner whatsoever). All insurance required hereunder shall be issued by insurance companies licensed to do business in the State in which the Property is located and with an A.M. Best rating of at least "A- VII," and shall be endorsed to waive any rights of subrogation and recovery against Owner. Interested Party shall provide Owner and Sound Transit with thirty (30) days advance written notice if any insurance policy is cancelled, non-renewed or reduced.

3. Standard of Conduct; Indemnification.

3.1 Access. Interested Party's and its Vendors' access to the Property and the performance of the survey and investigations shall be conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations. Following each entry by Interested Party or its Vendors onto the Property, Interested Party shall restore the Property to a condition which is as near as possible to its condition as existed immediately prior to any such entry but only to the extent damaged by Interested Party or its Vendors.

3.2 Sound Transit Parking. Interested Party acknowledges the critical public transportation function of the Sound Transit Parking Area and Interested Party and its Vendors shall not obstruct, interfere with, impair, or otherwise adversely affect the use, operation, or maintenance of the Sound Transit Parking Area, including without limitation ingress, egress, circulation, parking stall availability, or pedestrian pathways without Sound Transit's prior written approval. Interested Party and its Vendors shall comply with all Sound Transit rules, directives, and scheduling requirements applicable to the Sound Transit Parking Area and shall coordinate any permitted activities adjacent to or affecting the Sound Transit Parking Area with Sound Transit in advance at [propertymanagement@soundtransit.org](mailto:propertymanagement@soundtransit.org).

3.3 Indemnification. Interested Party agrees to indemnify, protect, hold harmless and, at Owner's and Sound Transit's option, defend (with counsel acceptable to Owner and Sound Transit, as applicable, and in their respective discretion) Owner and Sound Transit from and against any and all claims, liabilities, costs, suits, actions, expenses (including reasonable attorneys' fees and consultants' fees actually incurred), liens, fees, fines, damages or injuries which may be imposed upon, incurred by or asserted against Owner and Sound Transit arising out of or in any way related to the activities conducted on the Property by Interested Party or its Vendors; provided that Interested Party shall not be liable for and shall have no obligation to indemnify Owner or Sound Transit for (i) any claims, liabilities, costs, suits, actions, expenses, fees, liens, fines, damages or injuries to the extent caused by the gross negligence or willful misconduct of Owner or Sound Transit, and (ii) any pre-existing environmental contamination, hazardous substances (as broadly defined by any applicable statute, law or regulation, including Chapter 70A.305 RCW) or other conditions, hazards or other defects discovered by Interested Party in conducting its investigations permitted hereunder, except to the extent that Interested Party exacerbates such environmental contamination, hazardous substances or other conditions, hazards or other defects as a result of its activities on the Property. Notwithstanding anything to the contrary in this Agreement, the foregoing indemnity shall survive any termination of this Agreement. IN ADDITION, SOLELY TO GIVE FULL FORCE AND EFFECT TO THE INDEMNITIES CONTAINED HEREIN AND NOT FOR THE BENEFIT OF ANY INTERESTED PARTY'S EMPLOYEES OR ANY THIRD PARTIES, INTERESTED PARTY SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY GRANTED TO IT AS AN EMPLOYER UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, AND ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED.

4. Miscellaneous.

4.1 Interpretation of Agreement. The headings and captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter. This Agreement shall be construed reasonably to carry out its intent, without presumption against or in favor of either party. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and exclusive venue lies in King County, Washington.

4.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

4.4 Transmission of Agreement by PDF. The transmission of a signed counterpart of this Agreement by portable document format (“**PDF**”) shall have the same force and effect as delivery of an original signed counterpart of this Agreement, and shall constitute valid and effective delivery for all purposes. The parties consent to execute this Agreement via DocuSign or other electronic means.

4.5 Termination. This Agreement shall remain in effect until the parties mutually execute the Purchase Agreement or mutually terminate negotiations of the transaction contemplated by the Purchase Agreement. Notwithstanding anything contained in this Agreement to the contrary, at any time following one hundred twenty (120) days following the Effective Date, Owner shall have the right to terminate this Agreement, and Interested Party’s rights hereunder, by providing written notice to Interested Party.

4.6 Notice. Except as expressly set forth otherwise above, all notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered personally (including delivery by overnight courier such as Federal Express or UPS), by electronic mail, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Interested Party:

with a copy to:

If to Owner:

with a copy to:

If to Sound Transit:

401 South Jackson Street  
Seattle, WA 98104  
Attn: Property Management  
Phone:  
Email:  
[propertymanagement@soundtransit.org](mailto:propertymanagement@soundtransit.org)

with a copy to:

401 South Jackson Street  
Seattle, WA 98104  
Attn: Joanna Valeri, Legal Counsel  
Phone: (206) 398-5306  
Email: [joanna.valeri@soundtransit.org](mailto:joanna.valeri@soundtransit.org)

All notices given in accordance with the terms hereof shall be deemed received: (i) forty-eight (48) hours after mailing by certified mail, return receipt requested, postage prepaid, (ii) if sent by electronic mail on the day sent if delivered by 5:00 p.m. Pacific time, (iii) the next Business Day if sent by overnight courier, or (iv) when delivered personally. Either Party hereto may change its address, for receiving notices, requests, demands or other communications by notice sent in accordance with the terms of this Paragraph.

4.7 Lien prevention and discharge. Interested Party shall keep the Property free of all liens arising from its or its Vendors' activities and shall bond over, discharge, or remove any such lien within ten (10) days after written notice. \_

4.8 Sound Transit is Beneficiary. Sound Transit is an intended third-party beneficiary of this Agreement, with full power to enforce any provision that names or benefits Sound Transit (including regarding indemnity, insurance, notice, liens, etc.). If either Owner or Interested Party alleges or becomes aware of a default by the other under this Agreement, it shall provide notice to Sound Transit at the same time it provides notice of such default to the other party. No amendment of this Agreement that diminishes Sound Transit's rights is effective without Sound Transit's written consent.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**OWNER:**

City of Bellevue

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INTERESTED PARTY:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**