

## EXHIBIT D: Up-Front Contributions

Draft 10/20/2011

Contribution	Tunnel Credit (2010\$)	Assumptions
<b>Properties</b>		<p>For all properties:</p> <ol style="list-style-type: none"> <li>1. The City will provide Sound Transit permanent and temporary rights through construction close out, to be detailed in easement agreements. The rights granted will be based on 60% design plans, <u>but the approximate locations are shown on Sound Transit's preliminary engineering plans.</u></li> <li>2. Bellevue contributing property rights without expectation of additional financial compensation or replacement land, beyond the tunnel credit accounted for in this Agreement.</li> <li>3. Properties to be provided as-is to Sound Transit, unless specifically noted below.</li> <li>4. A list of parcels affected by this MOU follows this table; this list may be modified by mutual agreement.</li> </ol>
NE 2 <sup>nd</sup> Pocket Parks (369900-0075, -0080, -0030; 808760-0029)	Included in subtotal below	<ol style="list-style-type: none"> <li>5. ST responsible for project related park mitigation and restoration, including temporary and permanent mitigation included in the FEIS.</li> </ol>
Bel-Red City-owned Properties (282505-9296, 282505-9240)	Included in subtotal below	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>9. City to ensure wetland improvements, developed in cooperation with and subject to City's site operation and maintenance requirements, to remain in perpetuity.</li> <li>10. Maintenance and liability issues to be included in the easement document.</li> </ol>

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Mercer Slough (700010-0210, -0150, -0445, -0350; 082405-9278; 052405-9254, -9084; 066287-0090)	Included in subtotal below	<ol style="list-style-type: none"> <li>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.</li> <li>12. Parties agree to cooperate to resolve issues within existing identified resources if WA RCO or NPS fail to approve proposed conversion or do not approve replacement property within parameters defined above.</li> <li>13. The timing of the purchase will be in accordance with the replacement proposal timetable in the LWCF manual.</li> <li>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.).</li> <li>15. 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.</li> <li>16. ST responsible for project related park mitigation and restoration, including temporary and permanent mitigation included in the FEIS.</li> <li>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.</li> <li>18. If these sites cannot accommodate required mitigation, the City and Sound Transit will cooperate to find an alternative location within existing resources.</li> <li>19. ST is responsible for all environmental documentation and permitting, construction of wetland improvements, and wetland maintenance and monitoring for the duration of the permits.</li> <li>20. City to ensure wetland improvements, developed in cooperation with and subject to City's site operation and maintenance requirements, to remain in perpetuity.</li> <li>21. Maintenance and liability issues to be included in the easement document.</li> </ol>

Contribution	Tunnel Credit (2010\$)	Assumptions
Surrey Downs Park Property (322505-9140)	Included in subtotal below	<p>22. If B2M-C9T Preferred Alternative:</p> <ul style="list-style-type: none"> <li>a. ST to transfer rights to remaining land along 112<sup>th</sup> and Main Street north from Surrey Downs Park to City (approximately 2.9 acres based on FEIS) and to landscape property consistent with City plans;</li> <li>b. Bellevue contributing this property without expectation of additional financial compensation or replacement land, beyond the tunnel credit accounted for in this agreement;</li> <li>c. ST responsible for project related park mitigation and restoration in Surrey Downs, including temporary and permanent mitigation, as included in the FEIS.</li> </ul> <p>23. If B2M Westside variation:</p> <ul style="list-style-type: none"> <li>a. City will update Surrey Downs Park Master Plan prior to project baselining;</li> <li>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;</li> <li>c. ST to transfer rights to remaining land along 112<sup>th</sup> and Main Street to City and to landscape property consistent with City plans;</li> <li>d. ST to restore landscaping in Park affected by the Project, consistent with updated Master Plan;</li> <li>e. ST to maintain pedestrian and vehicular access to Surrey Downs Park during construction.</li> </ul> <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 options 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	<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.</p> <p>29. 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>
King County Metro (322505-9216)	Included in subtotal below	<p>30. Purchase prior to construction.</p> <p>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.</p>

<b>Contribution</b>	<b>Tunnel Credit (2010\$)</b>	<b>Assumptions</b>
Private Parcel (369980-0035, 808760-0035)	Included in subtotal below	32. Purchase prior to construction. 33. 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. 34. Option to evaluate and purchase alternative properties with equal function and value for temporary staging needs by end of 60% design, as agreed to by both parties.
Private Parcel (109910-0005)	Included in subtotal below	35. Purchase prior to construction. 36. 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.
<b>Properties Subtotal</b>	<b>\$83,600,000</b>	
Private Utilities	\$0-8,000,000	37. Final value of credit to be reconciled based on Sound Transit's estimate of the value of relocates City is able to require of private utilities. Credit to be updated to YOES value.
Public Utilities	\$7,700,000	38. City contribution fixed at \$7.7M (2010\$). Payment schedule to be determined and agreed by the parties prior to the start of construction and updated to YOES. 39. ST performs all design and construction work needed for the relocation and the reconstruction. 40. Subject to terms related to liability for design and construction.
112 <sup>th</sup> Ave SE Overlay	\$0-1,000,000	41. Overlay 112 <sup>th</sup> Ave SE from Bellevue Way to Main Street after Sound Transit utility relocated and other in-road work. 42. Value to be based on Sound Transit scope at 60% design. 43. Credit to be based on YOES. 44. Overlay date to be agreed to by both parties. 45. Programmed in 2011-2017 CIP for 2015.
Sales Tax Credit/Cash	\$0-8,700,000	46. 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. 47. Payment no later than the start of revenue service in YOES. Option to provide other contributions not listed above, as mutually agreed to by Sound Transit and the City, in lieu of cash contribution, to make total credit \$100M.
Non-Properties Subtotal	\$16,400,000	48. Subject to Section 4, Cost Reconciliation Procedures.
<b>TOTALS</b>	<b>\$100,000,000</b>	49. Not to exceed \$100M up front contribution.

List of Parcels

King County Parcel ID	ST ROW ID No.	Property Name	Taxpayer Name	Site Address	SF (Lot)	SF (Bldg.)	Type of Take
700010-0210	B-2020	VACANT	City of Bellevue Parks & Recreation	11300 Hendrickson Rd	466,142	0	TCE
700010-0150	B-2033	VACANT	City of Bellevue Parks & Recreation	2920 114th Ave SE	34,490	0	TCE
700010-0445	B-2066	VACANT	City of Bellevue Parks & Recreation	2820 Bellevue Way SE	90,169	0	P
700010-0350	B-2236	VACANT	City of Bellevue Parks & Recreation	2420 Bellevue Way SE	138,520	0	TCE
082405-9278	B-2259	BLUEBERRY FARM	City of Bellevue Parks & Recreation	2400 Bellevue Way SE	73,616	0	P
052405-9254	B-2295	BLUEBERRY FARM	City of Bellevue Parks & Recreation	2340 Bellevue Way SE	37,300	400	P
052405-9084	B-2358	WINTERS HOME	City of Bellevue Parks & Recreation	2102 Bellevue Way SE	605,457	4,080	P
066287-0090	B-2404	BELFIELD NATURE PARK	City of Bellevue Parks & Recreation	1575 112th Ave Ne	635,420	0	P
322505-9140	C-2000	SURREY DOWNS	City Of Bellevue	675 112th Ave SE	496,148	32,810	P
282505-9296	D-1027	VACANT INDUSTRIAL LAND	City Of Bellevue	1750 124th Ave NE	311,116	0	P
282505-9240	D-1034	SAFEWAY	City Of Bellevue	1420 124th Ave NE	144,516	0	TCE
369900-0075	C-8010	VACANT	City Of Bellevue	10857 NE 2nd Pl	6,637	0	P
369980-0080	C-8014	VACANT	City Of Bellevue	10867 NE 2nd Pl	5,463	0	P
369980-0030	C-8016	VACANT	City Of Bellevue	10846 NE 2nd Pl	5,011	0	P
808760-0029	C-8020	VACANT	City Of Bellevue	10919 NE 3rd Pl	4,067	0	F
322505-9199	C-8026	BELLEVUE CITY HALL	City Of Bellevue	450 110th Ave NE	209,322	646,328	P
322505-9017	C-8029	BELLEVUE CITY HALL PARKING	City Of Bellevue	11105 NE 6th St NE	67,836	0	P
<b>PROPERTY PURCHASE</b>							
369980-0035	C-8017			10856 NE 2nd Pl	5,537	0	P
808760-0035	C-8022			11009 3rd Ane NE	40,633	0	F
322505-9216	C-9002	VACANT	King County Metro	11101 NE 6th St	67,954	0	P
1099100005	D-1013			1445 120th Ave NE	238,097	146,991	F
<b>TOTAL REAL ESTATE</b>						<b>\$83.6 million</b>	

F = Full Take, P = Partial Take, TCE = Temporary Construction Easements only