Sound Transit / University of Washington
Operating Agreement for
Utilization of Construction Easement Segment 1

Sound Transit (ST) and the University of Washington (UW), (hereinafter referred to individually as Party and collectively as the Parties), have executed a Memorandum of Agreement (MOA) and a Master Implementation Agreement (MIA). The MIA broadly defines the conditions under which ST may have access to and use of UW property. The MIA provides for execution of easements and operating agreements. The purpose of this Operating Agreement (Agreement) is to facilitate implementation of the MIA and establish the process and approvals required for ST to exercise any rights regarding property covered by the Temporary Construction Easement and Agreement (Segment 1) (CES1). All terms and conditions of the MIA and MOA remain in full force and effect and in the event there are conflicts, the MIA and MOA take precedence over the provisions of this Agreement.

The Parties agree as follows:

A. The UW Station Easement Responsibilities.

1. The UW Easement Representative shall be Andy Casillas or his successor as determined by the UW. Responsibilities of representative shall include:
   a. ST's single point of contact for all UW Station issues;
   b. Manage the process to seek from appropriate UW authority approval of dates and locations of areas within CES1 that will be used and/or occupied by ST for construction of UW Station in accordance with the terms of this Agreement, the MIA and the MOA; and
   c. Manage the process to seek from appropriate UW authority approval of intermediate and final restoration of construction areas.

2. The ST Property Management Representative shall be Steve Sawyer or his successor as determined by ST. Responsibilities of this representative shall include:
   a. Verify the size of the area occupied or used by ST contractors;
   b. Provide 24/7 response and investigation of complaints of ST contractors’ misuse or improper use of the property covered by CES1 or other UW property;
   c. Verify restoration is complete; and
   d. Submit requests to UW regarding modification of area used or occupied by ST and its contractors within CES1.

3. ST Outreach Representative is Jeff Munnoch or his successor, as determined by ST. Responsibilities of this representative shall include:
   a. Public point of contact for construction of UW Station;
   b. UW campus point of contact for construction at the UW Station; and
   c. Public 24/7 hotline for ST Light Rail Transit System.
B. Procedures for the Initial Activation of ST's Right to Use/Occupy the Property Covered by CES1.

1. CES1 is effective as of the date of its mutual execution, but ST cannot occupy and/or use the property until CES1 is activated. Time constraints set forth in the MIA do not begin accruing until CES1 is activated.

2. Procedures and requirements for activation:
   a. **ST Activation Letter.** ST will initiate activation of CES1 by transmitting a formal letter to UW pursuant to the requirements of the MIA (90 days prior to proposed occupation and/or use). This letter shall include:
      1. An activation date for when ST wants to begin using/occupying the area;
      2. A plan view of the area ST expects its Contractor(s) will occupy and/or use;
      3. The square footage of the area ST expects its Contractor(s) to occupy and/or use;
      4. The approximate end date for occupation and/or use of the specified area by the ST Contractor(s); and
      5. Signature line for approval from UW in order to proceed.
   b. **UW Approval.** Within three (3) business days of receipt of the activation letter UW will tell ST whether the information is complete and adequate and then once the information is complete and adequate, approve or disapprove within forty (40) calendar days. If the use and/or occupancy of the area is approved by UW, ST or its Contractor may, as of the activation date specified in the ST activation letter, use and or occupy the specified area. Said approval will not be unreasonably withheld.
   c. **Authorization to ST Contractor.** If UW approves use and/or occupancy of the area, ST may authorize use/occupancy by its Contractor(s). This authorization will include a walk-through of the property and a review of all construction restraints and time limits. ST will invite UW to be at this meeting and walkthrough. After authorization, ST will confirm that area occupied and/or used by ST Contractor(s) is consistent with UW approval.
   d. **Modification of Area.** It is anticipated that the area occupied or used by the ST Contractor will be modified. The MIA sets forth certain time limitations. All modification shall comply with these time limitations as well as other applicable provisions of the MIA or MOA. ST will informally notify the UW 3 to 4 weeks in advance of any potential modification. For each modification ST shall notify UW formally in writing two (2) weeks in advance of the needed modification. UW shall review the request and if it approves of the modification will notify ST one (1) week prior to when the area is needed and then the modified use and/or occupancy may be implemented. No use and/or occupancy of any portion of the easement areas defined in CES1 shall take place unless approved.
by UW and approval shall not be unreasonably withheld. The written notification from ST shall include:

1. An end date for previously used and/or occupied areas no longer needed;
2. A start date for use and/or occupancy of the modified area;
3. A plan view of the area ST Contractor intends to use and/or occupy;
4. The square footage of the modified area;
5. The approximate end date for use and/or occupation of the modified area; and

C. **Restoration Walk-Through and Approval.** Prior to the date that the area occupied and/or used will be modified, ST will verify that restoration of previously used and/or occupied areas is complete (except minor punchlist items) by doing a walk-through of the area with the ST Contractor and UW Easement Representative. This walk-through will be conducted to ensure that ST use and/or occupancy of the area covered by CES1 does not exceed the square footage and time established in the MIA, as well as any other applicable provision of the MIA or MOA.

D. **Procedure for Termination of CES1.** When all work within CES1 is complete, ST Real Estate/Right-of-Way will transmit to UW a written notice in recordable form of the termination of CES1. Prior to the termination date ST Property Management will verify that restoration is complete by doing a walk-through of the area with the ST Contractor and the UW Easement Representative.

E. **Contractor Monitoring and UW Complaint Process.** ST Property Management and/or ST Outreach will provide a 24/7 contact for issues related to the ST Contractor working outside the approved use/occupancy area.

F. **Right-of-Entries Construction Areas.** At the discretion of the UW and in connection with ST’s work on the UW Station, Rights of Entry (ROEs) may be granted to ST to occupy and/or use areas outside of CES1. Following is a list of ST construction items that appear to be non-invasive activities that will not interfere with UW’s business activities. Work activities covered by ROEs may include, but are not limited to, some or all of the following:

1. Survey
2. Geotech investigation
3. Inlet (catch basin) protection
4. Monitoring (settlement, noise and vibration – temporary)
5. Monitoring (vibration and magnetic fields – permanent installation)
6. Early utility relocation including building demolition and drain connections for access road
7. Non-SCL utility connections to the station box.
8. Temporary tiebacks (to be detensioned after no longer needed)
9. Crane swing areas
10. Post construction landscape establishment and maintenance (does not cover initial landscaping which is part of the work being done by ST within the time limits set forth in the MIA)

11. Temporary stadium service trailers – delivery and construction

12. Permanent stadium service facilities

13. Traffic detour and haul route sign installation

G. **ST Contractor Restrictions and “Anchor Points.”** The MIA applies restrictions on ST and ST is responsible for making sure these restrictions apply to its contractors. These restrictions have commonly been referred to as “anchor points” and they cannot be altered without mutual written agreement:

1. **E-10 Fence Line.** The E-10 Fence Line is a “hard” boundary for ST and its contractors. No ST construction staging may occupy areas east of the E-10 fence. Access to perform contract work east of the E-10 fence may be performed with UW approval. Utility relocation work, including the demolition and temporary replacement of concession buildings, will be performed under a ROE; all other work involving construction of public access improvements or surface restoration will be performed under the terms of this Agreement within the calculated occupied area for the Phase (“Phase” refers to those described in section 4.3.2 of the MIA) in which the work is performed.

2. **600 Stalls.** At no time may the combined areas used and/or occupied by ST and its contractors within the easement areas displace more than 600 parking stalls, unless separately permitted by Right-of-Entry, which would require reimbursement by ST of any additional stall displaced at the then current daily rate, currently $11 per calendar day per parking stall displaced.

3. **Six Acres.** The maximum combined area of UW property east of Montlake Blvd. that can be used for CES1 at any one time during construction is six acres.

4. **2008 Days.** Per the MIA, the total duration of construction activities within the CES1 area shall not exceed 2008 days.

5. **Acre-Days.** The MIA establishes time restrictions for use and/or occupancy of areas within CES1. UW and ST have agreed to manage use and/or occupancy of the property covered by CES1 through an “Acre-Day” computation that will ensure the time and area restrictions of the MIA are met.

For the purposes of this Agreement, the time limits set forth in the MIA can be restated as follows:

- 6 acres for 1095 days equates to 6,570 acre-days
- 4 acres for 638 days equates to 2,552 acre-days
- 2 acres for 275 days equates to 550 acre-days

6. **Total Acre-Days.** In addition to the anchor points established by the MIA, use and/or occupancy of CES1 easement areas will be measured by multiplying the number of acres occupied in each of the three acre categories by the duration of occupancy in days. The total of this calculation results in “acre-days” of use and/or occupancy. The total use
and/or occupancy for the UW Station project shall not exceed the above-stated acre-day limits.

It is agreed that the 6-, 4-, and 2-acre area need not be occupied for the full amount of time and/or in the same sequence as provided in the MIA, as long as the total acre-day time limit for each 6-, 4-, and 2-acre category is not exceeded and all other anchor points are complied with. For example, the 4-acre area could be activated initially and occupied for less than 638 days, before moving to the 6-acre category, and then could be re-activated at 4 acres for up to the remaining days not to exceed the 2,552 acre-days total for this category.

It is understood and agreed that the computed 4- and 2-acre category areas may require minor adjustments which may result in slightly larger or smaller areas being needed at any one time. This is acceptable so long as the UW approves the minor adjustment and all anchor points are complied with and the computed total acre-day limit within each Staging Area category is not exceeded. This calculation is not applicable to the 6-acre category because in accordance with the MIA, ST will not ever be permitted to occupy more than 6 acres at any one time.

This can be illustrated best by the following example: If the boundaries of the 4-acre area were adjusted to accommodate a particular stage within a construction phase, the computed area may be slightly more than 4 acres for a specified number of days, as long as there is an equal offsetting under-running of the 4-acre area for an equivalent number of days.

H. **SCL Area.** The area described as SCL on Exhibits B and C of CES1 refers to an area required for installation of Seattle City Light structures and facilities. This is the sole purpose that the SCL area can be used for. Although the SCL area is located west of Montlake, the Parties have agreed the area shall be included in the acre limits described in Paragraph G above. All provisions of the MIA, MOA and this Agreement that are applicable to the acre limits shall apply to the SCL area.

I. **West Pedestrian Bridge Area.** The provisions included in Sections B and C of this Agreement are applicable in the area described as "West Pedestrian Bridge" in the CES1 subject to the following "anchor point" which cannot be altered without mutual written agreement:

1. Use of the West Ped Bridge area shall be limited to construction support for the middle and north station access and associated structures and facilities only and the minimum amount of time necessary.
2. The maximum area used or occupied at the West Pedestrian Bridge Area at any one time shall not exceed 18,440 SF unless otherwise approved by the UW

J. **Liquidated Damages.** The MIA provides for liquidated damages in the event that ST exceeds the time limits allowed in the three categories of easement area. This Agreement does not change or alter in any way the liquidated damages provisions in the MIA.

K. **Counterparts/Effective Date.** This Agreement may be executed in multiple counterparts and becomes effective upon mutual execution by the Parties, the signers of which have authority from their respective Boards.