Light Rail Transit System Operations and Maintenance Agreement (OA-2016.001) for Vibration and Magnetic Fields On University of Washington Transportation Easement (Segment 1) During Revenue Service

This Light Rail Transit System Operations and Maintenance Agreement ("O&M Agreement") is dated March 2, 2016, and is between the Central Puget Sound Regional Transit Authority ("Sound Transit") and the University of Washington (the "University"), sometimes referred to collectively as "Parties," and each individually as "Party."

RECITALS

A. The Parties entered into a Memorandum of Agreement as of July 12, 2000 ("MOA") which established guidelines under which Sound Transit will have access to and use of the University's property.

B. The Parties entered into a Master Implementation Agreement for Sound Transit Entry to the University of Washington Seattle Campus, as of July 2, 2007 governing Sound Transit’s entry on and use of University property. The Parties amended the 2007 Agreement on June 5, 2014. The 2007 MIA Agreement and the 2014 Amendment are collectively referred to as the “MIA,” and is attached as Appendix 1.

C. In accordance with the MIA, the University granted Sound Transit two transportation easements in 2008 for the use of University property for the Light Rail Transit System (defined below): (1) Transportation Easement (Segment 1), having King County Recording Number 20080530000038, as amended, and generally from the south of the University campus to the north side of the UW Station (defined below); and (2) Transportation Easement (Segment 2), having King County Recording Number 20080530000037, and as amended, generally from the north side of the UW Station heading north and west through the University Seattle campus to 15th Ave NE.

D. The MIA, Section 4.1.3, requires that prior to the Revenue Service Date (defined below), Sound Transit must demonstrate to the University that operation of the Light Rail Transit System was at or below the Thresholds referenced in Exhibits A and B of Appendix 1 for both vibration and MF and will not exceed the Thresholds for at least a two year period following the Revenue Service Date. The Parties entered into a Letter of Concurrence memorializing Sound Transit’s compliance with this provision of the MIA and the University’s approval to commence Revenue Service (defined below) for Transportation Easement (Segment 1). The Letter of Concurrence relevant to this O&M Agreement is attached as Appendix 3.

E. Section 4.1.4 of the MIA requires operating agreements covering monitoring programs to be in place before the Revenue Service Date (defined below). This O&M Agreement is the operating agreement relating to vibration and MF (defined below) monitoring programs and protocols for Threshold Exceedances (defined below) relating to operation of the Light Rail Transit System. The Parties intend that this O&M Agreement
provide details and, where necessary, interpretation for implementation of the MOA, MIA, and Transportation Easements (the “Existing Board Agreements”) regarding vibration and MF and the Parties intend that this O&M Agreement is consistent with the Existing Board Agreements. References to specific sections of the MOA and MIA in the Agreement are for the purpose of providing historical context from governing documents. It is anticipated that this O&M Agreement be amended or replaced prior to the start of Revenue Service within Transportation Easement (Segment 2).

The Parties adopt and agree to the Recitals and further agree as follows:

1. Relationship to Other Agreements Between the Parties

   1.1. Existing Board Agreements. The purpose of this O&M Agreement is to implement and interpret the Existing Board Agreements with regard to vibration and magnetic field interference with University research. The Existing Board Agreements are incorporated into, and govern, this O&M Agreement.

   1.2. Existing Agency Agreements. This O&M Agreement implements and incorporates by reference a Letter of Concurrence for start of Revenue Service and is attached to this O&M Agreement as Appendix 3. If a conflict occurs between the attached Letter of Concurrence and this O&M Agreement, then this O&M Agreement will prevail.

2. Definitions

   2.1. Unless otherwise redefined below, the Definitions provided in the MOA and MIA apply to this O&M Agreement.

   2.2. “Confirmed Exceedance” see Section 2.21 Threshold Exceedance.

   2.3. “Day” means a 24 hour period that begins at the time in which the Threshold Exceedance (defined below) was detected by either Party. For purposes of Section 3.7, Days are considered continuous or consecutive if a Confirmed Exceedance (defined below) occurs within each 24 hour period. Days are not continuous or consecutive if 24 hours lapse with no Confirmed Exceedances.

   2.4. Failure Modes:

       2.4.1. “Infrastructure Failure” means a failure of a component of the Light Rail Infrastructure (defined below), excluding the Vibration Monitoring System Failure (defined below), that directly causes vibration or MF Threshold Exceedances.

       In the case of MF, “Infrastructure Failure” refers to one of the following two failure modes:
2.4.1.1. “Propulsion Failure” means a failure of a component related to the propulsion system or the MF mitigation system of the Light Rail Transit System that is directly attributable to an MF Threshold Exceedance; or

2.4.1.2. “Perturbation Failure” means a failure induced by a Light Rail Vehicle (defined below) that is directly attributable to an MF Threshold Exceedance.

2.4.2. “Vibration Monitoring System Failure” means the inability of the vibration monitoring system to meet all of the items listed in Section 3.2.

2.4.3. “Vehicle Failure” means a failure of a component of a specific LRV within a LRV consist traveling within Transportation Easement (Segment 1), that causes vibration levels to exceed the Thresholds (defined below). “Vehicle Failure” is applicable only to vibration.

2.5. “Identified Trend” means a Trend (defined below) that is directly attributed to system degradation of the Light Rail Transit System within a 2-Year Trend Period (defined below).

2.6. “Infrastructure Failure” see Section 2.4 Failure Modes.

2.7. “Isolated Event Suspected Exceedance” see Section 2.21 Threshold Exceedance.

2.8. “Light Rail Infrastructure” means a public rail transit line, including structures, track work, equipment, ventilation, traction power substations, light rail transit stations, related passenger amenities as approved by the University, and transit station access facilities that operate at, below or above grade level.

2.9. “Light Rail Vehicle” or “LRV” means each self-propelled electric rail passenger vehicle that operates on, over, and through the Light Rail Infrastructure. LRVs may operate individually or in consists.

2.10. “Light Rail Transit System” means the Light Rail Infrastructure and Light Rail Vehicles that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under chapter 81.112 RCW.

2.11. “MF” means magnetic field.

2.12. “MF Monitoring Sites” means the locations where the University will permanently monitor MF levels as listed and depicted in Appendix 4A.

2.13. “Perturbation Failure” see Section 2.4 Failure Modes.

2.14. “Propulsion Failure” see Section 2.4 Failure Modes.
2.15. “Remedy” or “Remedied” means the efforts to maintain the system performance under Thresholds for the purposes of system degradation and Trends. A failure to Remedy is if the system exceeds the Thresholds within the required time period.

2.16. “Repeatable Suspected Exceedance” see Section 2.21 Threshold Exceedance.

2.17. “Revenue Service” or “Revenue Service Date” means the date of commencement of light rail passenger service to the general public, whether or not fares are charged. The Revenue Service Date for Transportation Easement (Segment 1) will coincide with the opening of the UW Station.

2.18. “Suspected Exceedance” see Section 2.21 Threshold Exceedance.

2.19. “System Improvement Action Plan” or “SIAP” means a response to an Identified Trend which will describe the nature of the Trend, identify system improvements necessary to address the Identified Trend, and identify a schedule and budget for implementation (MIA 4.5.4.1). System improvements may include monitoring, routine maintenance, operational measures as well as physical modifications to the Light Rail Transit System that may be taken by Sound Transit.

2.20. "Threshold" means the maximum, not-to-exceed, vibration or MF level caused by the Light Rail Transit System as defined in Appendix 1.

2.21. “Threshold Exceedance” means a measurement of vibration or MF directly attributable only to the Light Rail Transit System that is greater than the Thresholds referenced in Appendix 1.

2.21.1. “Suspected Exceedance” for MF means a Threshold Exceedance detected by the University’s MF Monitoring Program whose probable cause may be attributed to the Light Rail Transit System. A Suspected Exceedance may be classified as the following:

2.21.1.1. “Isolated Event Suspected Exceedance” for MF is when only one Threshold Exceedance occurs within 150 minutes.

2.21.1.2. “Repeatable Suspected Exceedance” for MF is when more than one Threshold Exceedance is detected within 150 minutes, which is the time allotted for an LRV to complete a round trip from UW Station to Angle Lake Station, which will be the southern terminus of the Light Rail Transit System in late 2016, and back to UW Station. There is no differentiation between inbound and outbound at UW Station for a “Repeatable Suspected Exceedance.”

2.21.2. “Suspected Exceedance” for vibration means a Threshold Exceedance detected by the Vibration Monitoring Program whose probable cause may be attributed to the Light Rail Transit System.
2.21.3. “Confirmed Exceedance” means the confirmation that a Suspected Exceedance for MF or vibration was directly attributed to the Light Rail Transit System. Liquidated damages are then enforced at the date and time in which the first Threshold Exceedance occurred. Confirmation of Threshold Exceedance shall be in accordance with Section 3.4 and Section 3.5 of this Agreement.

2.22. “Trend” means a rate of change of vibration or MF levels that projects the Light Rail Infrastructure will cause within 2 years a Threshold Exceedance.

2.23. “Trend Exceedance” means a verifiable periodical change in system performance that results in a Confirmed Exceedance associated with the Identified Trend for either vibration or MF.

2.24. “Tunnel” means either the north or south bound tunnel bores and Light Rail Infrastructure therein. For the purposes of exceedances (Suspected Exceedances or Confirmed Exceedances) and liquidated damages, the diamond crossover area south of UW Station will be deemed part of both Tunnels.

2.25. “2-Year Trend Period” means the 2 years following notification of an Identified Trend. If Sound Transit amends an SIAP that exceeds the initial 2-Year Trend Period, a new 2-Year Trend Period will be deemed to have begun at the date of the University’s concurrence of the amended SIAP.

2.26. “University’s MF Monitoring Program” means the requirements set forth in Section 3.1 and the guidance provided in Appendix 4A.

2.27. “UW Station” means the subterranean section of the University of Washington Station from the northern boundary of Transportation Easement (Segment 1) to the southernmost point of the platforms therein.

2.28. “Vehicle Failure” see Section 2.4 Failure Modes.

2.29. “Vibration Monitoring Program” means the requirements set forth in Section 3.2 and the guidance provided in Appendix 4B.

2.30. “Vibration Monitoring System Failure” see Section 2.4 Failure Modes.

3. Vibration and MF Mitigation and Monitoring

3.1. MF Monitoring Program

3.1.1. The University shall develop and implement, at its expense, a MF monitoring program that is acceptable to Sound Transit. The University’s MF Monitoring Program Technical Specifications and Reference Document is attached as Appendix 4A. The MF monitoring program must include the following:
(a) Local monitoring devices at the MF Monitoring Sites;

(b) Raw data at a minimum 5 per second sampling rate for a duration sufficient enough to identify the cause of the Suspected Exceedance that is auditable by both Parties;

(c) Monitoring devices that are calibrated in accordance with the manufacturers’ requirements;

(d) The ability to identify long term trends of increased average and peak MF levels over time directly attributable to the general degradation of the Light Rail Transit System; and

(e) Be highly reliable and employ a user interface.

3.1.2. The University, not Sound Transit, shall be responsible for any costs or maintenance associated with the University’s MF Monitoring Program (MIA 4.2.4).

3.1.3. Following the commissioning of the University’s MF Monitoring Program, if the University wishes to amend its MF Monitoring Program, the University shall provide its proposed amendments to Appendix 4A to Sound Transit’s Designated Representative identified in Appendix 5. Changes to the University’s MF Monitoring Program must be mutually agreed upon by the Parties. If Parties cannot agree to proposed amendments, the Parties shall refer to the Dispute Resolution processes in Section 5.

3.2. Vibration Monitoring Program.

3.2.1. Prior to the Revenue Service Date, Sound Transit, at its expense, shall develop and implement a Vibration Monitoring Program that is acceptable to the University. Sound Transit’s Vibration Monitoring Program Technical Specifications and Reference Document is attached as Appendix 4B. The program must include the following:

(a) Early warning alarms south of Transportation Easement (Segment 1);

(b) Raw data that is auditable by the Parties in real time;

(c) Equipment that is calibrated in accordance with its equipment manufacturers’ requirements;

(d) The ability to identify long term trends of increased average and peak vibration levels over time that are directly attributable to the general degradation of the Light Rail Transit System; and
(e) Be highly reliable.

3.2.2. Sound Transit shall be responsible for any costs or maintenance associated with the Vibration Monitoring Program.

3.2.3. Following the commissioning of the Sound Transit Vibration Monitoring Program at the start of Revenue Service, if Sound Transit wishes to amend its Vibration Monitoring Program, Sound Transit shall provide its proposed amendments to Appendix 4B to the University’s Designated Representative identified in Appendix 5. Changes to Sound Transit Vibration Monitoring Program must be agreeable to the UW and conform to established requirements. If the University does not agree to Sound Transit’s proposed changes, Parties shall refer to the Dispute Resolution processes in Section 5.

3.3. Maintenance and Capital Replacement After The Revenue Service Date

3.3.1. Sound Transit shall continue to employ vibration and MF infrastructure mitigation systems to the most current and effective design and material once infrastructure components approach or reach the end of their useful life (MIA 4.2.2).

3.3.2. Sound Transit shall employ a maintenance program that keeps vibration and MF levels, caused by Light Rail Transit System, at or below the Thresholds referenced in Appendix 1.

3.3.3. Sound Transit shall notify the University’s Designated Representative identified in Appendix 5 of any maintenance or capital replacement activities that are planned for and scheduled that may result in a Threshold Exceedance.

3.4. Notice of Suspected Exceedance

3.4.1. Magnetic Fields

3.4.1.1. Suspected Exceedance Evaluation. The University shall take steps through its MF Monitoring Program to reduce false positives where possible by satisfying the criteria outlined in the University Monitoring Program flowchart in Appendix 4A.

3.4.1.2. Notification of Suspected Exceedance by the University. The University shall provide written and verbal notification to Sound Transit’s Designated Representatives identified in Appendix 5 of a Suspected Exceedance detected from a MF Monitoring Site to which the University has identified to be directly attributed to the operations of the Light Rail Transit System. The University shall notify Sound Transit within 150 minutes from the time either an
Isolated Event Suspected Exceedance or a Repeatable Suspected Exceedance occurs.

3.4.1.3. **Acknowledgment of Suspected Exceedance Notification by Sound Transit.** Sound Transit shall acknowledge via a reply response by similar means that the University’s written and verbal notifications were received. See Appendix 5.

3.4.1.4. Liquidated damages are not enforceable for a Suspected Exceedance until it is verified to be a Confirmed Exceedance under Section 3.5.1.1.1.

3.4.2. **Vibration**

3.4.2.1. **Suspected Exceedance Notification.**

3.4.2.1.1. Sound Transit shall notify the University’s Designated Representative identified in Appendix 5 of a Suspected Exceedance for vibration within 24 hours from the time a Suspected Exceedance.

3.4.2.1.2. The University may notify Sound Transit’s Designated Representative identified in Appendix 5 of a Suspected Exceedance using Sound Transit’s data from the vibration monitoring system within 7 Days from the time of a Suspected Exceedance.

3.4.2.2. **Acknowledgment of Suspected Exceedance Notification.** The receiving Party shall acknowledge that the notification was received via a reply response by similar means. See Appendix 5.

3.4.2.3. Liquidated damages are not enforceable for a Suspected Exceedance until it is verified to be a Confirmed Exceedance under Section 3.5.2.1.1.

3.5. **Attribution of Threshold Exceedance to Sound Transit.**

3.5.1. **Magnetic Fields**

3.5.1.1. **Verification of Suspected Exceedance.** Sound Transit shall investigate to verify if an Isolated Event Suspected Exceedance or a Repeatable Suspected Exceedance for MF was directly attributed to the Light Rail Transit System.

3.5.1.1.1. **Confirmed.** If, upon completion of Sound Transit’s investigation of a Suspected Exceedance for MF, both
Parties agree that the Suspected Exceedance for MF was directly attributable to the Light Rail Transit System, then the Suspected Exceedance is considered a Confirmed Exceedance and liquidated damages are enforceable beginning at the time the Suspected Exceedance occurred.

3.5.1.2. **Not Confirmed, Disagree.** If, upon completion of Sound Transit’s investigation of a Suspected Exceedance for MF, the Parties disagree that the Suspected Exceedance for MF was directly attributable to the Light Rail Transit System, the Parties shall refer to the Dispute Resolution processes under Section 5.

3.5.1.3. **Not Confirmed, Agree.** If, upon completion of Sound Transit’s investigation of a Suspected Exceedance for MF, the Parties agree that the Suspected Exceedance for MF cannot be directly attributed to the Light Rail Transit System, the Suspected Exceedance for MF shall be considered indeterminate and no liquidated damages will be enforced.

3.5.2. **Vibration**

3.5.2.1. **Verification of Suspected Exceedance.** Sound Transit will investigate to verify if the Suspected Exceedance for vibration was attributable to the Light Rail Transit System. This investigation may also entail testing inside the University’s vibration sensitive buildings identified in Appendix 1.

3.5.2.1.1. **Confirmed.** If, upon completion of Sound Transit’s investigation of a Suspected Exceedance for vibration, both Parties agree that the Suspected Exceedance was directly attributable to the Light Rail Transit System, then the Suspected Exceedance is considered a Confirmed Exceedance and liquidated damages are enforceable beginning at the time the Suspected Exceedance occurred.

3.5.2.1.2. **Not Confirmed, Disagree.** If, upon completion of Sound Transit’s investigation of a Suspected Exceedance for vibration, the Parties disagree that the Suspected Exceedance for vibration was directly attributable to the Light Rail Transit System, the Parties shall refer to the Dispute Resolution processes under Section 5.

3.5.2.1.3. **Not Confirmed Agree.** If, upon completion of Sound Transit’s investigation of Suspected Exceedance for
vibration, the Parties agree that the Suspected Exceedance is not attributable to the Light Rail Transit System, the Suspected Exceedance is not a Confirmed Exceedance.

3.6. Degradation Trending for Vibration and Magnetic Fields

The following steps for identifying and confirming a Trend are outlined as a flow diagram in Appendix 6A for reference purposes only.

3.6.1. Qualifying of Data. The Party with the responsibility for each respective monitoring program (Sound Transit for vibration and the University for MF) shall qualify data collected under Sections 3.1 and 3.2 for use in Trend analysis that a suspected Trend may result in a Threshold Exceedance as follows:

(a) Data collection for use in Trend analysis will begin on the Revenue Service Date;

(b) At least two years of data gathered during normal conditions of Revenue Service are required to support such a Trend; and

(c) Where appropriate, the extrapolation of Trends will exclude periods that are unrepresentative of normal conditions which will be determined during the Trend confirmation period detailed in Section 3.6.3.1.

3.6.2. Reports and Preliminary Notification

3.6.2.1. Summary Reports. The Party with the responsibility for each respective monitoring program shall supply the Designated Representative identified in Appendix 5 of the other Party with a summary report of data collected under Sections 3.1 or 3.2, no less than every 6 months as mutually agreeable upon by the Parties.

3.6.2.2. Suspected Trend Report. No earlier than 2 years after commencement of Revenue Service, either Party may use a summary report based on qualified data described under Section 3.6.1 above to provide preliminary notification under Section 3.6.2.3 below.

3.6.2.3. Preliminary Notification. If, after review of the Suspected Trend Report, either Party suspects a Trend that Party will notify the other Party through its Designated Representative identified in Appendix 5 of the suspected Trend so that each Party may then engage with their respective MF or vibration subject matter experts. Parties will
have up to 120 calendar days from the date of notification to confirm the suspected Trend.

3.6.2.4. Liquidated damages under Section 3.7.5 are not triggered by a preliminary notification of a suspected Trend.

3.6.3. Trend Confirmation and Notification.

3.6.3.1. **Trend Confirmation.** Within 120 calendar days of preliminary notification under Section 3.6.2.3, the Parties will work collaboratively to identify whether the projected increase in MF or vibration levels of the suspected Trend is an Identified Trend as follows:

3.6.3.1.1. If the Parties agree that the suspected Trend is an Identified Trend, then the University will provide notification to Sound Transit under Section 3.6.3.2; or

3.6.3.1.2. If the Parties agree the suspected Trend is inconclusive, then the Parties will continue to collaboratively work to further investigate the Trend beyond the 120 calendar days; or

3.6.3.1.3. If a Party disagrees there is an Identified Trend, then the Parties shall refer to the Dispute Resolution processes under Section 5.

3.6.3.2. **Notification of Identified Trend.** Upon confirmation of an Identified Trend, the Party with the responsibility for the monitoring program will notify the other Party through the Designated Representative identified in Appendix 5 of the Identified Trend. This notification triggers the start of the 2-Year Trend Period. Liquidated damages associated with Trends under Section 3.7.5 below are enforceable at the date of notification of the Identified Trend provided under this Section.

3.6.3.3. **Response.** Within 90 calendar days of notification of an Identified Trend, Sound Transit will submit a System Improvement Action Plan to the University’s Designated Representative identified in Appendix 5. The SIAP may include input from the University.

3.6.3.3.1. **Content of SIAP.** The SIAP, to be complete and acceptable, will include the following list from (MIA 4.5.4.1):

(a) The nature of the Trend;
(b) Identify system improvements necessary to Remedy the Identified Trend;

(c) Identify a schedule for implementation; and

(d) Identify a budget for implementation.

The schedule for implementation of the SIAP must be within the 2-Year Trend Period.

System improvements may include monitoring, routine maintenance, operational measures as well as physical modifications to the Light Rail Transit System to be taken by Sound Transit. The means and methods in the SIAP to be used during the implementation process shall be at the sole discretion of Sound Transit.

3.6.3.3.2. **SIAP Completeness.** The University shall review the SIAP within 3 business days from receipt (MOA 7.3) by way of the “SIAP Completeness and Acceptance Form,” substantially in the form of the form attached as Appendix 6B and will notify Sound Transit’s Designated Representative identified in Appendix 5 of whether the SIAP is complete and acceptable. If the University does not respond within that time, the SIAP will be deemed complete and acceptable.

3.6.3.3.2.1. The SIAP will be determined to be complete and acceptable to the University if Sound Transit has met the requirements for the SIAP content listed in Section 3.6.3.3.1 at the time of submittal. A determination that the SIAP is complete and acceptable does not mean that the University has agreed to the SIAP content; but does mean that the University will begin review and comment under Section 3.6.3.3.3 and that liquidated damages under Section 3.7.5.1 are not enforceable.

3.6.3.3.2.2. The SIAP will be determined to be incomplete and not acceptable if any content listed in Section 3.6.3.3.1 is not included at the time of submittal and the liquidated damages under Section 3.7.5.1 are enforceable. The Parties may refer to the Dispute Resolution processes in Section 5.
The Dispute Resolution process will not toll the 90 day SIAP submission period under Section 3.6.3.3; and if the Dispute Resolution process results in a final determination that the SIAP is incomplete and not acceptable, then subject to the University’s waiver or reduction, liquidated damages under Section 3.7.5.1 will be due from the expiration of the 90 day period whether expiration occurred before or after the initiation of Dispute Resolution until a complete and acceptable SIAP is re-submitted.

3.6.3.3. **University Review and Comment.** The University shall review and comment within 21 calendar days from the date of submission of a complete and acceptable SIAP from Sound Transit. Because the University is relying upon Sound Transit’s expertise, the University’s review and comment is not considered endorsement of the means and methods of the proposed technical solutions in the SIAP. The University shall provide written notification of any comments by the conclusion of the review and comment period to the Sound Transit Designated Representative identified in Appendix 5.

3.6.3.4. **Implementation.** The SIAP shall be implemented within the initial 2-Year Trend Period or when amended with the University’s concurrence under Section 3.6.3.3.5.

3.6.3.5. **SIAP Amendment.** Within the initial 2-Year Trend Period, Sound Transit may propose an amendment to the SIAP to revise the scope or schedule as needed. Sound Transit shall provide written notification of the proposed SIAP amendment to the University’s Designated Representative identified in Appendix 5. If the proposed amendment extends the scope or schedule beyond the initial 2-Year Trend Period, then a new 2-Year Trend Period will be deemed to have begun with the amended SIAP following the University’s concurrence. The University shall not unreasonably withhold approval of the amended SIAP. (MIA 4.5.4.4).

3.6.3.4. **Trend Remedy.** For the purposes of liquidated damages for Trends under Section 3.7.5, an Identified Trend will be deemed Remedied upon the earlier of:

3.6.3.4.1. Complete implementation of the SIAP; or
3.6.3.4.2. End of the 2-Year Trend Period without any Threshold Exceedances that are attributable to that Identified Trend. However, liquidated damages under Section 3.7.5.2 are enforceable until all improvements required under the SIAP are completed.

Sound Transit shall provide written notification of the remedied Trend to the University’s Designated Representative identified in Appendix 5.

3.6.4. If, after the end of the 2 Year Trend Period and implementation of the SIAP, either Party suspects a new Trend, the Party may initiate new preliminary notification with new evidence may be initiated under Section 3.6.2.3.

3.6.5. For any given Threshold Exceedance for either vibration and MF, liquidated damages may be assessed for either a “Confirmed Exceedance” or “Trend Exceedance”, not both.

3.7. Liquidated Damages

The following categories of liquidated damages are summarized in chart form in Appendix 7 for reference.

3.7.1. Magnetic Fields

3.7.1.1. **MF Confirmed Exceedance within first 7 consecutive Days.** In the event of a Confirmed Exceedance for MF caused by Infrastructure Failure (Perturbation Failure or Propulsion Failure), Sound Transit shall pay to the University liquidated damages of $10,000 per Day a Confirmed Exceedance occurs and for the following consecutive Days, through Day 7, when a Confirmed Exceedance occurs.

3.7.1.2. **MF Confirmed Exceedance in one Tunnel on Day 8 and any consecutive Day thereafter.** For a Confirmed Exceedance caused by the same Infrastructure Failure as the Infrastructure Failure that caused the Confirmed Exceedances from Days 1 through 7, that occurs in only one Tunnel, on Day 8 or any consecutive Day thereafter, Sound Transit shall pay the University liquidated damages of $100,000 per Day.

If the Tunnel distinction is “unknown”, for the purposes of liquidated damages, the default distinction shall be a single Tunnel.

3.7.1.3. **MF Confirmed Exceedance in both Tunnels on Day 8 and any consecutive Day thereafter.** For a Confirmed Exceedance caused by the same Infrastructure Failure as the Infrastructure Failure that
caused the Confirmed Exceedances from Days 1 through 7 that occurs in both Tunnels, on Day 8 or any consecutive Day thereafter, Sound Transit shall pay the University liquidated damages of $75,000 per Day.

3.7.2. Vibration

3.7.2.1. Vibration Confirmed Exceedance in one Tunnel on Day 1. In the event that a Confirmed Exceedance for vibration occurs, caused by Infrastructure Failure in only one Tunnel, Sound Transit shall pay to the University liquidated damages of $10,000 for Day 1.

3.7.2.2. Vibration Confirmed Exceedance in one Tunnel on Day 2 and any consecutive Day thereafter. In the event that a Confirmed Exceedance for vibration occurs, caused by Infrastructure Failure in only one Tunnel, and Sound Transit continues to use that Tunnel after Day 1, then for any Confirmed Exceedance caused by the same Infrastructure Failure in the same Tunnel, Sound Transit shall pay the University liquidated damages of $100,000 per Day starting on Day 2 and any consecutive Day thereafter.

3.7.2.3. Vibration Confirmed Exceedance in both Tunnels on Days 1-7. In the event that a Confirmed Exceedance for vibration occurs, caused by Infrastructure Failure in both Tunnels, and Sound Transit continues to use either Tunnel, then for any Confirmed Exceedance caused by the same infrastructure failure, Sound Transit shall pay to the University liquidated damages of $10,000 for Day 1 and for the following consecutive Days, through Day 7.

3.7.2.4. Vibration Confirmed Exceedance in both Tunnels on Day 8 and any consecutive Day thereafter. In the event that a Confirmed Exceedance for vibration occurs after 7 consecutive Days, caused by the same Infrastructure Failure in both Tunnels, and Sound Transit continues to use either Tunnel, then for any consecutive Day on which a Confirmed Exceedance occurs Sound Transit shall pay the University liquidated damages of $75,000 per Day.

3.7.3. Vehicle Failure.

3.7.3.1. Vibration Confirmed Exceedance by Vehicle Failure. In the event of a Confirmed Exceedance caused by a Vehicle Failure, Sound Transit shall pay to the University liquidated damages of $10,000 per Confirmed Exceedance.
3.7.3.2. **Vibration Confirmed Exceedance by Repeat Vehicle Failure.** In the event of a Confirmed Exceedance caused by the same failed component of a specific LRV of previous Confirmed Exceedance under Section 3.7.3.1, Sound Transit shall pay the University liquidated damages of $50,000 per Confirmed Exceedance unless waived per Section 3.7.6.2 or the previous Confirmed Exceedance the failed component of a specific LRV has passed under the Transportation Easement (Segment 1) without another Confirmed Exceedance.

3.7.4. **Vibration Monitoring System Failure**

3.7.4.1. **Vibration Monitoring Program Failure.** In the event the Vibration Monitoring Program described in Section 3.2, becomes inoperative for more than 2 consecutive Days and Sound Transit continues to operate the Light Rail Transit System through the Transportation Easement (Segment 1), then for each consecutive Day after Day 2, Sound Transit shall pay to the University liquidated damages in the amount of $100,000 per Day until the Vibration Monitoring Program is made operational.

3.7.5. **Trend**

3.7.5.1. **Failure to Provide a Complete and Acceptable SIAP.** In the event Sound Transit fails to provide a complete and acceptable SIAP required under Section 3.6.3.3 within 90 calendar days of notification of an Identified Trend (MIA 4.5.4.1.), Sound Transit shall pay the University liquidated damages in the amount of $5,000 per calendar day after 90 days until a complete and acceptable SIAP is received by the University for its review and comment.

3.7.5.2. **Failure to Implement the SIAP or Submit an acceptable SIAP amendment.** In the event Sound Transit fails to implement the complete and accepted SIAP (or an approved amendment) within the 2-Year Trend Period, then Sound Transit shall pay the University liquidated damages of $20,000 per calendar day until the SIAP (or an approved amendment) is implemented. (MIA 4.5.4.2)

3.7.5.3. **Trend Exceedances During SIAP Implementation or Within the 2-Year Trend Period.** In the event a Trend Exceedance associated with the Identified Trend occurs within the 2-Year Trend Period and (1) Sound Transit is implementing the SIAP under Section 3.6.3.3.4 or (2) Sound Transit has fully implemented the SIAP, then liquidated damages are not enforced under Section 3.7.5.
3.7.5.4. **Trend Exceedances after the 2-Year Trend Period.** In the event a Trend Exceedance associated with the Identified Trend occurs after the 2-Year Trend Period and Sound Transit has not completed implementation of the SIAP or received approval of an amendment, then Sound Transit shall also pay liquidated damages in the amount of $150,000 per Day of any such Confirmed Exceedance. This applies only if a Trend Exceedance occurred within the 2-Year Trend Period.

3.7.6. Waived and Waivable Liquidated Damages

3.7.6.1. **Waived.** So long as notice has been provided under Section 3.3.3, the University shall waive liquidated damages for Threshold Exceedances that are planned for, scheduled, and approved by the University during Sound Transit’s maintenance and capital replacement (MIA 4.1.1). The University may not unreasonably withhold its approval. The University shall provide written notification of the waived liquidated damages to Sound Transit’s Designated Representative identified in Appendix 5.

3.7.6.2. **Waivable.** The University may, in its sole discretion and not subject to Dispute Resolution, waive or reduce liquidated damages, in the following circumstances:

(a) With written consent of the University, to allow defective LRV’s to pass through Transportation Easement (Segment 1) en route to a Light Rail Transit System repair facility (MIA 4.5.3.1);

(b) Permission or waiver for any circumstances, including emergencies, by the Board of Regents.

Sound Transit shall provide written notification to request a waiver or reduction of liquidated damages to the University’s Designated Representative identified Appendix 5.

4. Payments

4.1. **Payment of Liquidated Damages.**

4.1.1. The basis for all costs, liquidated damages, payments and other financial terms of this Agreement not paid at the execution of this Agreement are in April, 2007 dollars; such amount shall be adjusted annually from the date of execution of the MIA by dividing the then current federal Consumer Price Index for All Urban Consumers for the Seattle Metropolitan Statistical Area.
by the April, 2007 index of 215.767. Such adjustment shall be calculated annually on the anniversary of the MIA and remain fixed until the next anniversary date (MIA 3.7).

4.1.2. Payment(s) of liquidated damages are due to the University, without any action by the University to request such payment, within 30 calendar days after confirmation by Sound Transit that the Threshold Exceedance was directly attributed to the Light Rail Transit System or a determination of such in dispute resolution. Sound Transit shall make payment to the University’s Designated Representative identified in Appendix 5.

4.1.3. Sound Transit will owe an additional one percent per month on the unpaid balance for payments that are up to two months late.

4.1.4. Sound Transit will owe an additional two percent per month of the unpaid balance for payments that are more than two months late.

4.1.5. If the Dispute Resolution process results in a final determination of a Confirmed Exceedance, liquidated damages will be due under Section 3.7 in the dollar amount of the date of the final determination.

4.2. Audit. The Parties and/or its representatives have the right to examine, including full access to, the responsible Party’s monitoring program with respect to the contents described in Appendix 4A and Appendix 4B including hardware, software, and data records.

4.3. Record Retention. The Parties will retain data records for the length of time required by the State's public records laws but for no less than two years. In the event of litigation or settlement of claims arising from a disagreement of the basis for liquidated damages, the Parties agree to maintain data records until all such litigation, appeals, claims, or exceptions are resolved.

5. Dispute Resolution Processes

The Parties will engage in the following dispute resolution processes in a collaborative manner.

5.1. Intermediate Third Party Review.

5.1.1. The Parties’ Designated Representatives identified in Appendix 5 shall initiate review by a neutral third party subject matter expert (jointly selected by the Parties) within 30 calendar days of written notice of disagreement to review the issue in dispute and determine a mutually agreeable course of action that would lead to a potential resolution.
5.1.2. The Parties will split the costs associated with engaging the third party reviewer. Each Party will pay for its own costs.

5.1.3. Unless the Parties agree in writing otherwise, the review of the third party will conclude in 45 days of the disagreement, otherwise the process under Section 5.2 will begin. If the third party review is inconclusive or one of the Parties disagrees, then the following executive review under Section 5.2 and arbitration procedures under Section 5.3 will apply.

5.2. **Executive Review.**

5.2.1. **Executives.** In accordance with MOA Article X, if the third party review process under Section 5.1 is inconclusive or one party disagrees, then the dispute will be presented to the Chief Executive Officer of Sound Transit and the Executive Vice President of the University, or their current equivalents. If they are unable to resolve the dispute, they will refer the issue to a joint leadership group charged with resolving disputes in a timely manner under Section 5.2.2 below. The Parties understand that due to the need for a timely response, the Executives may defer directly to Section 5.3.

5.2.2. **Leadership Group.** This group will be made up of 3 members designated by the Sound Transit Board and 3 members designated by the University Regents (the "Leadership Group"). The Leadership Group will work together on a timely basis to resolve any issue brought before it.

Decisions will be made by a majority vote. If the Leadership Group is deadlocked on an issue before it, then the following arbitration procedure shall immediately apply.

5.3. **Arbitration.**

5.3.1. Any dispute not resolved under Section 5.1 and 5.2 will be determined by arbitration in Seattle under the American Arbitration Association (AAA) Commercial Arbitration Rules with Expedited Procedures then in effect.

5.3.2. One arbitrator will be selected by the Parties within 3 business days of the arbitration demand or, if not, by the AAA from its Large, Complex Case Panel (or other entity having similar professional credentials), who will be an attorney with at least 6 years of municipal or governmental law experience.

5.3.3. Any issue about whether a claim is covered by this O&M Agreement shall be determined by the arbitrator. There will be no substantive motions or discovery, except the arbitrator will authorize such discovery and enter such prehearing orders as may be appropriate to ensure a fair private hearing,
which will be held within 60 calendar days of the demand, and be concluded within 3 business days.

5.3.4. These time limits are not jurisdictional.

5.3.5. The arbitrator will apply substantive law, may award injunctive relief or any other remedy available from a judge, and may award attorneys' fees and costs to the prevailing Party but will not have the power to award punitive damages.

5.3.6. The Parties agree to seek all relief including emergency and injunctive relief from the Arbitrator.

5.3.7. The Parties may appeal the Arbitrator’s decision to Superior Court of the State of Washington in King County.

5.4. If the outcome of any stage of the Dispute Resolution process in Section 5, a determination is made that there is an Identified Trend, the University may then issue a notification of an Identified Trend under Section 3.6.3.2.

6. Term

This agreement is effective when signed by authorized representative of both Parties.

7. Miscellaneous

7.1. Incorporation by reference. The MIA is incorporated into this agreement by reference as required by the MIA. Nevertheless, this Operations and Maintenance Agreement will be the working agreement of the Parties following the Revenue Service Dates, and the Parties expect to amend it frequently during the first years of operation over each Transportation Easement to reflect the current conditions. Where terms in this agreement conflict with those of the MIA or MOA, the terms of this agreement prevail and the conflict will not be considered a breach under the MIA or MOA.

7.2. “Including.” Unless the context requires otherwise, the term “including” means “including but not limited to.”

7.3. Amendments. Amendments must be in writing and approved by the signators of this Agreement. However, the appendices to this agreement may be amended by written agreement between Sound Transit’s Designated Representative and the University’s Designated Representatives identified in Appendix 5. Further, a Party may unilaterally amend Appendix 5 to update its contact information for designated representatives and persons to receive notice. A unilaterally amended Appendix 5 is effective upon receipt by the other Party.
7.4. **Authority.** Each person signing this Agreement warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each Party represents that its performance of obligations under this Agreement have been duly authorized.

The Parties have signed this agreement on the day indicated below their respective signatures.

<table>
<thead>
<tr>
<th>The University of Washington</th>
<th>Central Puget Sound Regional Transit Authority</th>
</tr>
</thead>
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<tr>
<td>[Signature] Mike J. McCormick</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Associate Vice President, Capital Planning and Development</td>
<td>Peter Rogoff</td>
</tr>
<tr>
<td>Date: 2/29/16</td>
<td>Chief Executive Officer</td>
</tr>
<tr>
<td>[Signature] Charles Kennedy</td>
<td>Date: 3-2-16</td>
</tr>
<tr>
<td>Associate Vice President, Facilities Services</td>
<td>Approved as to form:</td>
</tr>
<tr>
<td>Date: 2/29/16</td>
<td>Sound Transit Legal Counsel</td>
</tr>
</tbody>
</table>

Approved as to form:

[Signature] 2/29/16

Special Assistant Attorney General for the University of Washington
University Link Operations and Maintenance Agreement

Appendices

Appendix 1: MIA

Appendix 2A: Deleted

Appendix 2B: Deleted

Appendix 3: Vibration and MF Letter of Concurrence for Certification Testing for University Link

Appendix 4A: The University of Washington MF Monitoring Program Technical Specifications and Reference Document

Appendix 4B: Sound Transit Vibration Monitoring Program Technical Specifications and Reference Document

Appendix 5: Designated Representatives and Notification Methods

Appendix 6A: Trend Flow Diagram

Appendix 6B: SIAP Acceptance and Completion Form

Appendix 7: Liquidated Damages Reference Chart
Appendix 1: MIA
AMENDMENT TO MASTER IMPLEMENTATION AGREEMENT
FOR SOUND TRANSIT ENTRY TO
THE UNIVERSITY OF WASHINGTON CAMPUS

A. This Amendment amends the Master Implementation Agreement (MIA) for Sound Transit Entry to the University of Washington Campus executed June 29, 2007 between the Board of Regents of the University of Washington ("University") and the Board of the Central Puget Sound Regional Transit Authority ("Sound Transit"), and the Memorandum of Agreement ("MOA") executed July 12, 2000 between the Board of Regents and Sound Transit. This Amendment is executed pursuant to the terms of the MIA. This Amendment is effective on the date the last party executes the Amendment as shown on the signature page.

B. WHEREAS, the MOA applies to all access to and use of University Property by Sound Transit or its contractors, successors, and assigns, including, but not limited to, any temporary or permanent occupation of the land surface, subsurface, or air space; and

C. WHEREAS, the MOA and MIA address Sound Transit's responsibilities regarding light rail transit system design, construction, operation, maintenance, monitoring of vibration and magnetic fields, and its obligation to pay the actual costs of Relocation, as that term is defined in Section 2.2 of the MIA and used in Section 4.5 of that Agreement; and

D. WHEREAS, Section Four of the MIA sets forth certain conditions related to vibration and magnetic field ("MF") Thresholds. Section 4.1.1 of the MIA provides that Sound Transit shall not exceed the Thresholds for vibration and MF for University buildings described in Exhibits A.1 and B.1 of the MIA. Section 4.1.2 of the MIA indicates that prior to completion of pre-Revenue Service testing for each segment of the Light Rail Transit System noted on Exhibit C of the MIA, Sound Transit shall develop for and receive the University’s approval of Thresholds for buildings listed on Exhibits A.2 and B.2 of the MIA; and

E. WHEREAS, Section Four of the MIA sets forth certain relocation responsibilities in the event University research or other University activities cannot be conducted in buildings impacted by Sound Transit’s Exceedance of the University Requested Thresholds; and

F. WHEREAS, sections of the MIA require the Parties to jointly develop a detailed vibration and MF monitoring program to identify and report on if and when a Threshold Exceedance occurs that is directly attributable to the Light Rail Transit System. Another Section of the MIA establishes liquidated damages for an Exceedance caused by Infrastructure Failure. The Parties have worked to develop vibration and MF monitoring programs in accordance with the MIA to best meet the University’s and ST’s needs and wish to amend the monitoring program responsibilities accordingly; and

G. WHEREAS, (i) Sound Transit refined predictions of vibration and MF at each design milestone and provided the University with 90% Final Design Predictions for both segments of the Light Rail Transit System to be located on University Property that exceeded Baseline Predictions in MIA Exhibits A.2 and B.2, (ii) the University provided draft Relocation plans and
estimated costs as described in Section 4.5.1 of the MIA, and (iii) the Parties collaborated to achieve a final relocation plan, monitoring program and cost; and

H. WHEREAS, University and Sound Transit wish to amend the MIA to establish new Exhibits A and B which will reflect maximum, not to exceed, vibration and MF Thresholds for listed buildings and which replace Exhibits A.1, A.2, B.1 and B.2 from the MIA, and to settle Sound Transit’s Relocation responsibilities and approve Sound Transit’s final design, mitigation and monitoring plans.

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

1. In accordance with MIA Section 4.1.2, the vibration and MF Thresholds are hereby revised. Exhibits A.1 (Group 1 Vibration Thresholds), A.2 (Group 2 Baseline Vibration Predictions), B.1 (Group 1 MF Thresholds), and B.2 (Group 2 Baseline MF Predictions) are replaced by the attached Exhibits A and B and these Exhibits A and B shall represent the Thresholds that are not to be exceeded by Sound Transit in accordance with this Amendment and the MIA as revised by this Amendment.

2. Sound Transit agrees that within thirty days of the date this Amendment is executed by both Parties, it will pay the University Forty-Three Million Three Hundred Thousand Dollars ($43,300,000) as full and final settlement of its MF monitoring and Relocation responsibilities set forth in Section 4.5.1 of the MIA based on the new Thresholds set forth in attached Exhibits A and B. If the new Thresholds are not exceeded, Sound Transit shall have no further Relocation obligations with regard to Threshold exceedances as set forth in Section 4.5.1 of the MIA. If the new Thresholds are exceeded then liquidated damages will be owed as set forth in this Amendment and in the MIA but no further relocation will be required. The Parties will use best efforts to execute this Amendment expeditiously following approval by their respective Boards.

3. This amount encompasses all relevant and includable costs required of Sound Transit under Section 4.5.1 of the MIA for the Relocation of all activities including, without limitation, costs relating to staffing and administrative, furnishings, fixtures and equipment of the impacted and the replacement facilities, and the physical transfer of the users of the subject buildings and their programmatic needs from the impacted facilities to the facilities of the University’s choosing.

4. All Sections of the MIA are amended to replace the terms “Exhibits A.1 and A.2” with “Exhibit A” and “Exhibits B.1 and B.2” with “Exhibit B.” The maps that appear as Exhibits A2 and B2 to the MIA remain unaffected by this Amendment.

5. Prior to pre-Revenue Service testing, Sound Transit shall propose and the University shall agree on incremental operation and maintenance values (hereinafter, “incremental values”) that will define to what extent Sound Transit’s test results must be under the new Thresholds set forth in Exhibits A and B to this Amendment to adequately demonstrate the conditions of Section 4.1.3 of the MIA have been met. The incremental values will be incorporated into an Operating Agreement executed by the Parties to guide pre-revenue testing.

6. The Parties agree that this Amendment applies to both segments 1 and 2 of the Modified Montlake Route as depicted on Exhibit C of the MIA. The Parties further acknowledge the new
Thresholds as set forth in Exhibit B to this agreement increase the MF threshold at the Surgery Pavilion, a Group 1 building.

7. The Parties agree that this Amendment does not change the liquidated damages terms, conditions or exceptions outlined in the MIA except as otherwise specified herein.

8. The Light Rail Transit System design of the University of Washington Station is approved. The University also approves the Sound Transit Northgate Link Extension tunnel design. After execution of this Amendment, Sound Transit and the University will amend the legal description of the previously executed Transportation Easements to reflect this approved location of the University of Washington Station and tunnel under the University campus.

9. The Parties agree that Sound Transit will continue with implementation of the vibration monitoring program developed in concert with the University, and that the University will hereafter be responsible for continued development and implementation of the MF monitoring program. The following provisions of the MIA (Sections 4.1.4, 4.2.1, 4.2.3, and 4.2.4) shall be replaced with the language as set forth below:

4.1.4. Monitoring Program. Prior to construction of the Light Rail Transit System, the Parties shall jointly develop a detailed vibration and MF monitoring program to identify, measure and report on if and when a Threshold Exceedance occurs that is directly attributable to the Light Rail Transit System. The details of the monitoring program shall be memorialized in an Operating Agreement, PROVIDED THAT said Operating Agreement shall (1) require that the vibration monitoring program be developed at Sound Transit expense, include early warning vibration detectors north and south of University Property; provide data that is auditable by the Parties in real time; is highly reliable; is acceptable to the University; is installed prior to Revenue Service for each segment of newly constructed Light Rail Transit System on University Properties; and is capable of identifying long term trends of increased average and peak vibration levels over time attributable to the general degradation of the Light Rail Transit System and (2) the MF monitoring program be completed at University expense under the assumption that Sound Transit has paid the University the full amount set forth in Section 2 of this Amendment.

4.1.4.1 MF Exceedance. A MF Exceedance shall be deemed to have occurred at either the time the University notifies ST of an anomaly or an anomaly is detected by ST operations and maintenance resources subject to subsequent verification of an Exceedance caused by the Light Rail System. Once it is determined that an Exceedance in connection with any building listed in Exhibit B was directly attributable to the Light Rail Transit System, the time of the Exceedance shall begin at either the time of notice by University or the detection by ST, whichever is earlier. Sound Transit and the University shall develop an Operating Agreement that details notices and response times to potential MF anomalies.

4.2.1 Continuing Obligation for Infrastructure Mitigation. Strike “...and MF” from line 9 of this section.
4.2.3. **Infrastructure Failure, Damages.**

4.2.3.1 **Vibration.** In the event of a vibration Exceedance caused by Infrastructure Failure, Sound Transit shall pay to the University liquidated damages of Ten Thousand Dollars ($10,000) per day for the first twenty four (24) hours. In the event such vibration Exceedances are caused by failure in both tunnels simultaneously, Sound Transit shall have not more than seven (7) days, including the first twenty four (24) hour period, to correct the failure during which time the above level of liquidated damages accrue and are payable to the University. If Sound Transit fails to remedy the defect within the first seven (7) days and an Exceedance occurs Sound Transit shall pay the University liquidated damages of Seventy Five Thousand Dollars ($75,000) per day from the eighth day and thereafter until remedied. If failure occurs in only one tunnel, and Sound Transit continues to use that tunnel and cause Exceedances, Sound Transit shall pay to the University liquidated damages of One Hundred Thousand Dollars ($100,000) per day after the first twenty four (24) hours of a monitored Exceedance. For purposes of this paragraph, the term "day" shall mean twenty four (24) hours.

4.2.3.2 **Magnetic Fields.** In the event of a MF Exceedance caused by Infrastructure Failure Sound Transit shall pay to the University liquidated damages of Ten Thousand Dollars ($10,000) per day for the first seven (7) days. If Sound Transit fails to remedy the Infrastructure Failure that caused the Exceedance within the first seven (7) days of when the Exceedance occurs and additional Exceedances occur and the exceedance is in only one tunnel then Sound Transit shall pay the University liquidated damages of $100,000 per day from the eighth day and thereafter until remedied. In the event a Exceedance is caused by failure in both tunnels simultaneously then if Sound Transit fails to remedy the Infrastructure Failure that caused the exceedance in both tunnels within the first seven (7) days of when an Exceedance occurs and additional Exceedances occur Sound Transit shall pay the University liquidated damages of $75,000 per day from the eighth day and thereafter until remedied. For purposes of this paragraph, the term "day" shall mean twenty four (24) hours.

4.2.4. **Monitoring and Warning System Failure, Damages.** In the event the Sound Transit vibration monitoring and warning system described in Section 4.2.1, becomes inoperative for more than two (2) consecutive days, Sound Transit shall pay to the University liquidated damages in the amount of One Hundred Thousand Dollars ($100,000) per day following the two (2) day period until the vibration monitoring and warning system is made operational. Sound Transit shall not be responsible for maintenance of University MF monitoring system.

10. All capitalized terms contained in this Amendment shall have the definition attached to them in the MIA.
11. Unless specifically revised herein, all terms and conditions of the MIA remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last day and year below written.

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

By: Joan M. Earl
Chief Executive Officer

Date: June 3, 2014

Approved as to Form:

James E. Niemer
Senior Legal Counsel
Sound Transit

UNIVERSITY OF WASHINGTON

By: Michael K. Young
President

Date: June 4, 2014

Approved as to Form:

Karin L. Nyrop
Senior Assistant Attorney General
Attorney for University of Washington

List of Exhibits
Exhibit A. Table to replace Exhibits A.1 and A.2, and establish MIA Exhibit A
Exhibit B. Table to replace Exhibits B.1 and B.2, and establish MIA Exhibit B
Exhibit A. Table below, replaces A.1 and A.2 of the MIA.

Exhibit A

to Master Implementation Agreement for Sound Transit Access
to University of Washington Campus and Adjacent University Properties

UW Vibration Threshold: Vertical RMS Velocity Level, dB re: 1 micro-inch/second

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<td>E) CHDD</td>
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Notes: [1] No data were gathered at Winkenwerder Hall; data is from nearby Bloedel Hall.
       [2] No data were gathered at Benson Hall; data is from nearby Bagley Hall.
       [3] No data were gathered at the Bioengineering / Genomics Building site; data is from nearby Oceanography Research II Building.

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Exhibit B. Table below replaces Exhibit B.1 and B.2

Exhibit B
to Master Implementation Agreement for Sound Transit Entry
to the University of Washington Seattle Campus
University of Washington MF Thresholds
(background fluctuation in Magnetic Fields – measured in milligauss, mG)

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MASTER IMPLEMENTATION AGREEMENT FOR SOUND TRANSIT ENTRY TO THE UNIVERSITY OF WASHINGTON SEATTLE CAMPUS

THIS MASTER IMPLEMENTATION AGREEMENT is made and entered into between the BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON ("the University") and the BOARD OF THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("Sound Transit"), together, the "Parties."

WHEREAS, the University and Sound Transit entered into the July 12, 2000 Memorandum of Agreement ("MOA"), applying to all access to and use of University Property by Sound Transit or its contractors, successors, and assigns, including, but not limited to, any temporary or permanent occupation of the land surface, subsurface, or air space; and

WHEREAS, Sound Transit elected to investigate alternative routes to that contemplated in the MOA and has identified in Sound Transit Board Resolution R2006-07 the Modified Montlake Route ("MMR") and station and entrance locations shown on the attached Exhibit "C", the "Alignment Map", which is incorporated herein, as Sound Transit’s final adopted route; and

WHEREAS, the MMR will cross University Property within the original Seattle campus boundary, commonly referred to as "Section 16," and fully described in RCW 28B.20.340, such Property which may not be sold or condemned as provided in RCW 28B.20.344; and

WHEREAS, Sound Transit believes it must have "continuing control" as defined in 49 USC 5309(d) of the property on which light rail transit facilities will be constructed and Sound Transit believes "continuing control" may be satisfied through the University’s grant of easements to use the property for the operation and maintenance of its light rail transit facilities; and

WHEREAS, the University believes that it is within its authority to grant transportation easements to Sound Transit so long as the proposed light rail transit facilities support and do not interfere with the University’s mission of teaching, research, and service; and

WHEREAS, the Parties acknowledge the University is and has for several years been ranked as the premier public research university in the United States of America with grants approaching One Billion Dollars ($1,000,000,000) per year; and

WHEREAS, the Parties recognize the University must be able to carry out its mission of teaching, research, and service with minimal disruption from Sound Transit activities; and Sound Transit pledges its commitment to mitigate impacts to University Facilities and mission as provided in this Agreement; and
WHEREAS, the University recognizes that, with adequate protection of its environment and mission, the construction and operation of the Light Rail Transit System along the MMR is viable for providing light rail service to campus; and

WHEREAS, the University recognizes the importance of extending the Light Rail Transit System to the University’s Seattle Campus and beyond and pledges its commitment to continue working with Sound Transit in a collaborative effort to ensure that the Light Rail Transit System begins operations on University Property at the earliest opportunity; and

WHEREAS, the Parties acknowledge the probable long-term presence of the light rail system on the University Properties and the importance of investing in the protection of said properties from impacts due to vibration, electromagnetic interference, or other rail-induced impacts as long as Sound Transit utilizes University Property; and

WHEREAS, the Parties have a shared desire for the Light Rail Transit System to reach Northgate as expeditiously as possible with adequate protection of University Property but recognize that construction and operation of the Light Rail Transit System is likely to occur in phases; and

WHEREAS, the Parties desire that the agreements of the Parties reflected in the MOA be implemented in the context of the MMR and in a manner that reflects the altered terms and conditions under which Sound Transit may have access to University Property so that Sound Transit may better prepare for future planning, engineering, construction, operation, monitoring and maintenance of its Light Rail Transit System;

NOW, THEREFORE, the Parties agree to enter into this Master Implementation Agreement ("Agreement") governing Sound Transit’s access to and use of University Properties for the purpose of designing, constructing, operating, monitoring and maintaining the Light Rail Transit System as generally depicted on Exhibit C.

Section One: Relationship of Agreements between the Parties

1.1. MOA. This Agreement implements the MOA between the Parties. The MOA remains in effect. If conflict occurs between the MOA and this Agreement, this Agreement shall prevail. Under Article VII of the MOA, the University Board of Regents has ultimate approval authority on design, mitigation and monitoring plans required under this Agreement. In accordance with Section 7.3 of the MOA, after receiving the recommendation of University staff, the Architectural Commission, and the Landscape Advisory Committee, Sound Transit shall present proposed facility designs to the University Board of Regents at the schematic and design development stages of the design process. To promote mutual understanding of design requirements, the Parties shall, in conjunction with interim reviews of proposed Light Rail Transit System facility designs, maintain and share all comments and recommendations offered by the Architectural Commission, Landscape Advisory Committee, and University Board of Regents. Sound Transit shall secure approval from the Board of Regents of design,
mitigation and monitoring plans prior to implementing construction of facilities, except for intrusive field work necessary before commencing construction of facilities, which work shall be subject to an entry permit from the University. The principles and provisions of the MOA, including but not limited to all of Appendix B ("Siting and Design Principles") and Appendix C ("Mitigation Program") will be applied to the new alignment (MMR) to the maximum extent possible except as expressly modified by this Agreement. Specific calendar dates, but not terms, contained in the MOA are herein voided.

1.2. FUTURE AGREEMENTS. The Parties recognize that Sound Transit’s plans and ultimate needs will gain precision with time and additional engineering. As such, the Parties contemplate one or more agreements regarding construction, operations, monitoring and performance ("Operating Agreements"), consistent with this Agreement, will be developed for, e.g., protection and relocation of utilities, specific contractor parking arrangements, installing cable in light rail tunnels, specific monitoring of thresholds, insurance provisions during operations, licensing arrangements within the University of Washington Station and similar relationships between the Parties as Sound Transit plans and designs progress. Prior to commencement of Revenue Service an Operating Agreement(s) shall be in place that will, at a minimum, include provisions covering safety, security, insurance and indemnification. Any such Operating Agreement(s) shall be governed by this Agreement, and this Agreement shall be incorporated into such Operating Agreement(s) by reference therein.

1.2.1. Safety and Security Plan. Sound Transit will develop a safety and security plan for operation of the Light Rail Transit System on University Property. The safety and security plan shall set forth the obligations of Sound Transit regarding the safety and security of University students, staff, campus visitors and property. Sound Transit’s safety and security plan shall be subject to review and approval by the University as set forth in the MOA at Article VII. Sound Transit shall, at Sound Transit’s own cost, operate, maintain, repair and replace the Light Rail Transit System located within the University’s Seattle Campus in a safe and responsible manner for the students, faculty, staff, visitors to or property of the University.

1.2.2 Insurance and Indemnification. The indemnification provisions in the appropriate Operating Agreement shall be as set forth in the MOA. Sound Transit shall, at its expense, maintain the following insurance throughout the term of any Transportation Easement with coverage requirements and amounts generally consistent with the following:

Commercial General Liability with limits of not less than $2,000,000 each occurrence for bodily injury and property damage; $2,000,000 each occurrence for personal injury; and $2,000,000 each occurrence for employer’s liability.
Umbrella and Excess Liability with limits of not less than $98,000,000 per occurrence, inclusive of primary limits; and $98,000,000 annual aggregate, inclusive of primary limits.

Pollution Legal Liability with limits not less than $50,000,000 per occurrence and $50,000,000 policy aggregate.

Commercial Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles with limits of not less than $1,000,000 combined single limit.

Workers’ Compensation with limits as required by law, including, if required, Jones Act and USL&H coverage.

All insurance policies (other than Workers’ Compensation) obtained by Sound Transit and relevant to this Agreement shall name the University and its Board of Regents as additional insureds, and shall be primary and noncontributory insurance for any claims arising from the activities governed by the Transportation Easement and Operating Agreement(s). The University shall have the right to review the policies and to require that additional insurance be obtained if the University reasonably determines that the insurance provided is inadequate. Sound Transit shall provide certificates of insurance on execution of the Operating Agreement(s) and upon renewal thereafter.

1.3 WORKING RELATIONSHIP BETWEEN THE PARTIES. In addition to formal Operating Agreements and because this Agreement is executed prior to significant Sound Transit design and construction, the Parties anticipate a close dialogue during the course of Sound Transit design and construction planning to maximize the probability that Sound Transit plans will be acceptable to the University Board of Regents. By working together in this fashion, the Parties intend to avoid cost and schedule risks.

Section Two: Purpose and Definitions

2.1. PURPOSE. In addition to those purposes set forth in Section II of the MOA, the purpose of this Agreement is to broadly define for Sound Transit the conditions under which Sound Transit may have access to and use of University Property so that Sound Transit will better be able to plan for, design, construct, operate, maintain, monitor and mitigate the impact of its Light Rail Transit System.

2.2. DEFINITIONS. For the purpose of this Agreement, the following terms shall have the following meaning:
“Baseline Predictions” shall mean the Predictions based on the preliminary engineering (30% design completion) for the Light Rail Transit System using thirty (30) miles per hour train speed and as further described in Puget Sound Transit Consultants and Wilson, Ihrig & Associates, Inc., “Preliminary Engineering Vibration Control for the North Link Preferred Alternative at the University of Washington” dated April, 2006 and LTK Engineering Services, “Sound Transit Link Light Rail Project, North Link Hi-Lo Mitigation EMI Report” dated April, 2006. Both reports cited are incorporated in this Agreement by reference herein.

“Day” shall mean a calendar day unless otherwise defined in this Agreement.

“Exceedance” shall mean an incident caused by the Light Rail Transit System that results in a vibration or MF level which is above a Threshold.

“Final Design” shall mean that phase of advanced civil, systems and architecture design that includes deliverables at 60 percent, 90 percent, and 100 percent completion.

“Hazardous Materials” shall mean and include any substance that is or contains petroleum, asbestos, polychlorinated biphenyls, lead, or any other substance, material or waste which is now or is hereafter classified or considered to be hazardous or toxic under any federal, state or local law, rule, regulation or ordinance relating to pollution or the protection or regulation of human health, natural resources or the environment including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9601, or the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, or the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901. The term “hazardous waste” as used in the MOA is herein replaced with the term “Hazardous Materials.”

“Infrastructure Failure” shall mean a failure of a component of the Light Rail Transit System on University Property that increases vibration or MF levels above Thresholds.

“Light Rail Transit System” shall mean a public rail transit line, including structures, track work, equipment including but not limited to ventilation structures, traction power substations, light rail transit stations, related passenger amenities as approved by the University, and transit station access facilities that operate at, below or above grade level and that provides high-capacity, regional transit service owned or operated by a regional transit authority (for purposes of this Agreement, Sound Transit) authorized under chapter 81.112 RCW.

“Long Term System Degradation” shall mean deterioration over time of the Light Rail Transit System infrastructure that would likely increase vibration or MF levels above Thresholds.

“MF” shall mean magnetic field.
“Modified Montlake Route” or “MMR” shall mean that portion of Light Rail Transit System on University Property as adopted by the Sound Transit Board in Resolution R2006-07 and as shown on Exhibit C.

“Predictions” shall mean calculated estimates of future Light Rail Transit System-related vibration and MF levels.

“Relocate” or “Relocation” shall mean modifying or securing other available existing facilities or constructing new facilities on the Seattle campus or elsewhere, as acceptable to the University, to accommodate users of facilities impacted by construction, vibration and/or MF caused by the Light Rail Transit System and those directly affected by said accommodation. Relocation shall be consistent with Section 5.9 of the MOA and include, at a minimum the furnishings, finishes and equipment of such impacted facilities and the physical transfer of such users and their programmatic needs from impacted to acceptable facilities. Such facilities shall be functionally comparable to the vacated space and shall be modified or constructed to the University’s standards current at the time of such modification or construction.

“Revenue Service” shall mean any date of commencement of light rail passenger service, whether or not fares are charged, immediately following construction of any segment of the Light Rail Transit System on University Property. Each segment constructed separately shall have a unique Revenue Service date.

“Threshold” shall mean a maximum, not-to-exceed, vibration or MF level as displayed in Exhibits A-1 and B-1 and as will ultimately be displayed in new Exhibits A and B as contemplated in Section 4.1.2, below.

“University of Washington Station” shall mean Sound Transit’s Light Rail Transit System station to be constructed and operated near Husky Stadium on the University’s Seattle campus.

“University Facilities” means all structures, grounds, parking lots, waterfront, and airspace owned or operated by the University of Washington.

“University Property” or “University Properties” or “University’s Seattle Campus” as used in this Agreement and its attached Exhibits shall mean any real estate subject to the control of the Board of Regents of the University of Washington that is located east of 15th Avenue Northeast and south of Northeast 45th Street in Seattle, Washington.

“University Requested Threshold” shall mean the vibration and MF levels intended to accommodate Light Rail Transit System operation on University Properties and acceptable to the University at the time of execution of this Agreement for the buildings described in Exhibits A-1, A-2, B-1 and B-2, attached and incorporated herein.
“Vehicle Failure” shall mean a failure of a component or operation of a specific Light Rail Transit System train traveling under University Property that increases vibration or MF levels above Thresholds.

Section Three: General University Conditions on Sound Transit Entry

3.1. PERMISSION AND SCOPE OF MITIGATION. Sound Transit may enter or use University Properties only as provided under this Agreement. The University approvals of Sound Transit entry to and use of University Properties are subject to the conditions and authorities provided in this Agreement, the MOA, and subsequent agreements between the Parties. The Parties agree that any mitigation agreed upon in the future is not limited by the scope of Sound Transit’s SEPA/NEPA documents and that such mitigation shall be consistent with the terms of this Agreement and the MOA.

3.2 PROTECTION OF UNIVERSITY MISSION, CONSTRUCTION COORDINATION. Sound Transit, and not the University, has selected a route, and shall design, construct, operate, monitor and maintain the Light Rail Transit System subject to the conditions provided in this Agreement. So long as Sound Transit adequately protects the University’s ability to pursue its mission, the University shall not interfere with Sound Transit’s construction and operation along the MMR.

3.3. PROTECTION OF UNIVERSITY MISSION, MITIGATION, EVENTS. The University must be able to carry out its mission of teaching, research and service, including but not limited to, events, construction and patient care, with minimal disruption during Sound Transit construction and operation of the Light Rail Transit System. Sound Transit will mitigate, financially or otherwise as acceptable to the University, any disruption or damages to the University caused by the Light Rail Transit System, as provided in this Agreement.

3.4. STATION, INTERIM TERMINUS, TUNNELS, NORTHGATE, BUS SERVICE, SPOILS REMOVAL, ACCESS POINTS. Sound Transit may construct and operate one (1) station on University Property which may be an interim terminal station located near Husky Stadium on University Property (“University of Washington Station”) and two (2) tunnels along the MMR as described in Exhibit C, PROVIDED THAT Sound Transit shall aggressively pursue funding to extend the Light Rail Transit System beyond University Property toward Northgate as expeditiously as possible including incorporating options in Sound Transit’s design contracts for final design service to Northgate if funding becomes available during the term of such contracts, and Sound Transit’s consideration of contract package alternatives for extending the Light Rail Transit System north of the University Seattle Campus with an interim terminus south of Northgate; and PROVIDED THAT Sound Transit shall not include design features for public automobile parking or bus service changes with layover or loading areas in the vicinity of University of Washington Station that do not, in the University’s judgment, directly benefit the University; and PROVIDED THAT Sound Transit shall not remove any tunnel spoils excavated from north of University of Washington Station from any opening on University property; and PROVIDED THAT Sound Transit shall
construct no fewer than two (2) station public access points to the University of Washington Station, acceptable to the University, at least one (1) of which shall be located north of Northeast Pacific Place and the Burke Gilman Trail; and PROVIDED THAT Sound Transit shall comply with the requirements of Appendix C, B.1.2 of the MOA by applying those requirements to the University of Washington Station. Nothing in this Agreement shall prevent or limit the University’s ability to seek further remedies and/or compensation from Sound Transit or any other party should the Light Rail Transit System fail to extend to Northgate in a timely manner.

3.5. PERMITS. Sound Transit shall secure and abide by all non-University permits necessary to construct and operate the Light Rail Transit System at Sound Transit’s expense and hold the University harmless from, and compensate any University costs associated with, its failure to do so.

3.6. CABLE. Sound Transit shall design, install and maintain, at University expense, cable and associated infrastructure in the Light Rail Transit System from the Pine Street Stub Tunnel to Northgate, PROVIDED THAT the University provide and the Parties mutually agree on the specifications during Final Design of the initial phase of the Light Rail Transit System that will enter University Property.

3.7. FINANCIAL TERMS ADJUSTMENT. The basis for all costs, liquidated damages, payments and other financial terms of this Agreement not paid at execution of this Agreement are in April, 2007 dollars; such amounts shall be adjusted annually from the date of execution of this Agreement by dividing the then current federal Consumer Price Index for All Urban Consumers for the Seattle Metropolitan Statistical Area by the April, 2007 Index of 215.767. Such adjustment shall be calculated annually on the anniversary of the execution date of this Agreement and remain fixed until the next anniversary date.

3.8. STAFFING COSTS. Sound Transit shall pay the University the amount of Five Million Two Hundred Thousand Dollars ($5,200,000) upon execution of this Agreement to fully compensate the University for staffing and consultant costs associated with providing timely design review, preliminary plans and cost estimates for Relocation, Operating Agreements, and construction coordination during Sound Transit design, construction and testing activities on University Properties for the MMR, PROVIDED THAT, this payment shall compensate the University for these activities only.

3.9. RESTORATION. Sound Transit shall restore University Properties to their condition as existed prior to construction in the event Sound Transit fails to complete construction of the Light Rail Transit System on University Properties or fails to enter into Revenue Service on University Properties.

3.10. DISCOVERY OF HAZARDOUS MATERIALS, HISTORIC, CULTURAL RESOURCES OR HUMAN REMAINS. The Parties acknowledge the possibility that Sound Transit’s work on University Property could result in delays, increased construction costs, cleanup or preservation costs, and claims arising out of, or related to,
the presence, misuse, disposal, release or threatened release of hazardous materials or the presence of historic or cultural resources or human remains. Sound Transit shall bear the consequences of any such delay, any increased construction costs and any costs associated with resolving any dispute with the agency or agencies responsible for enforcement of applicable laws. Further, Sound Transit agrees to pay any such site management costs and defend, indemnify and hold harmless the University from and against any such claims and any resulting real or alleged liability therefrom. Without cost to the University (other than staff resources) the University will cooperate with and fully support Sound Transit in resolving disputes with the agency or agencies responsible for enforcement of applicable laws. The University will cooperate with Sound Transit to develop and implement innovative approaches, such as grant funding or other opportunities, to recoup such site management costs incurred by Sound Transit. This indemnity obligation does not limit Sound Transit’s ability and right to seek contribution from third parties and the University will cooperate with Sound Transit in such efforts. The University agrees, however, that for construction projects it commences on University Properties before December 31, 2040, the University shall reimburse Sound Transit for any costs Sound Transit has reasonably incurred pursuant to a plan for such work which has been approved in advance by the University to monitor, contain, mitigate, or remediate any hazardous materials, historic or cultural resources or human remains outside Sound Transit easement area(s) to the extent the University would have otherwise incurred those costs in connection with the University’s own projects. Further, the University agrees to require comparable reimbursement for Sound Transit in any written agreement that allows a third party to perform non-University projects on the University’s Seattle Campus prior to December 31, 2040. The Parties shall endeavor to inform each other, to the extent allowed by law, regarding the presence, misuse, disposal, release or threatened release of Hazardous Materials or the presence of historic or cultural resources or human remains concurrent with notifications to agencies responsible for enforcement of applicable laws. A dispute over the terms of this section shall be expressly subject to the dispute resolution process set out in Section 7.4.3 of the MOA.

Section Four: Select Mitigation Conditions on Sound Transit Entry

4.1. GENERAL VIBRATION AND MF MITIGATION CONDITIONS

4.1.1. Thresholds for Specific University Buildings, Damages, Exception. Sound Transit shall not exceed the Thresholds for vibration and MF for University buildings described in Exhibits A-1 and B-1 of this Agreement and shall be subject to any and all liquidated damages for any Exceedences thereof, PROVIDED THAT, the University shall waive such payments for Exceedences that are planned for, scheduled, and approved by the University during Sound Transit’s pre-Revenue Service testing, maintenance and capital replacement. Appendices E (“Vibration Mitigation Drawing”) and H (“EMI Drawing and Description of EMI Mitigation Program”) of the MOA are herein voided.

4.1.2. Requested Thresholds, Final Thresholds. Sound Transit has developed the vibration and MF Baseline Predictions for University buildings displayed,
along with the University Requested Thresholds, in Exhibits A-2 and B-2 of this Agreement. During Final Design of the Light Rail Transit System Sound Transit shall maintain as a primary design objective the attainment of the University Requested Thresholds for vibration and MF through state-of-the-art infrastructure and operational means coupled with optimal location of the tunnel alignment. At the 60%, 90% and 100% levels of Final Design Sound Transit shall recalculate Predictions, using the methodology used to develop Baseline Predictions and for the buildings depicted in Exhibits A-2 and B-2, based upon the most current actual performance and design data available at those percentile achievements. In the event that the recalculated Predictions exceed Baseline Predictions in Exhibits A-2 and B-2 at each percentile achievement, Sound Transit shall take such steps as may be necessary so that the recalculated Predictions are below or at Baseline Predictions in Exhibits A-2 and B-2 unless otherwise agreed to by the University. Sound Transit shall provide opportunities for and encourage the University’s review and participation at all levels of Final Design. Unless otherwise agreed to by the University, the 100% Final Design components that yield the final Predictions shall be incorporated by Sound Transit as requirements in subsequent construction, maintenance, and operational agreements for any of its Light Rail Transit System activity on University Properties. Prior to completion of pre-Revenue Service testing for each segment of the Light Rail Transit System, Sound Transit shall develop for and receive the University’s approval of Thresholds for the buildings displayed in Exhibits A-2 and B-2 and consolidate these approved Thresholds with the Thresholds described in Exhibits A-1 and B-1 into new Exhibits A and B, which shall represent Thresholds not to be exceeded by Sound Transit for vibration and MF, respectively and shall be reflected in an amendment to this Agreement.

4.1.3. **Thresholds, Commencement of Revenue Service, Damages.** In no event shall Sound Transit commence Revenue Service on University Properties if Thresholds in Exhibits A-1 and B-1 are exceeded. For each segment of the Light Rail Transit System on University Property, Revenue Service shall not commence until such time as Sound Transit demonstrates to the University that operation of that segment of the Light Rail Transit System on University Property will not exceed the Thresholds contemplated in Section 4.1.1, for at least a two (2) year period following commencement of Revenue Service. In the event Sound Transit causes any Threshold to be exceeded at any time, as provided for in this Agreement Sound Transit shall pay liquidated damages to the University as described in this Agreement.

4.1.4. **Monitoring Program.** Prior to construction of the Light Rail Transit System, the Parties shall jointly develop a detailed vibration and MF monitoring program to identify, measure and report on if and when a Threshold Exceedance occurs that is directly attributable to the Light Rail Transit System. The details of the monitoring program shall be memorialized in an Operating Agreement, PROVIDED THAT said Operating Agreement shall require that the monitoring program: be developed at Sound Transit expense; include early warning vibration
detectors north and south of University Property; provide data that is auditable by the Parties in real time; is highly reliable; is acceptable to the University; is installed prior to Revenue Service for each segment of newly constructed Light Rail Transit System on University Properties; and is capable of identifying long term trends of increased average and peak vibration and MF levels over time attributable to the general degradation of the Light Rail Transit System.

4.2. INFRASTRUCTURE MITIGATION

4.2.1. Continuing Obligation for Infrastructure Mitigation. In order to minimize vibration and MF, Sound Transit shall have a continuing obligation to employ, over the term of this Agreement, the most current and effective design and material, including but not limited to quadrupole mitigation techniques at least within the limits of the University’s Seattle campus, floating slabs and ultra straight track designed to produce minimum undulation and vibration, particularly at low frequencies, from the University of Washington Station to at least the northwest boundary of the University’s Seattle Campus, “frogs” for crossover track work, and real time, continuous vibration and MF monitoring, detection, and warning system installed on University Property and vibration monitoring in tunnels north and south of the University Seattle campus boundaries. Such mitigation elements shall be designed and constructed as integral components of the Light Rail Transit System to the extent known prior to 100% Final Design.

4.2.2. Continuing Obligation for Maintenance and Improved Mitigation. In order to minimize vibration and MF impacts on University Property on a continuing basis over the term of this Agreement, Sound Transit shall employ an aggressive maintenance program and schedule specifically for University Property such that during Sound Transit’s scheduled major maintenance of the Light Rail Transit System the most current and effective vibration and MF mitigation design and material known at that time will be incorporated as improvements under University Property once existing infrastructure components approach or reach the end of their useful life.

4.2.3. Infrastructure Failure, Damages. In the event of an Exceedance caused by Infrastructure Failure, Sound Transit shall pay to the University liquidated damages of Ten Thousand Dollars ($10,000) per day for the first twenty four (24) hours. In the event such Exceedances are caused by failure in both tunnels simultaneously, Sound Transit shall have not more than seven (7) days, including the first twenty four (24) hour period, to correct the failure during which time the above level of liquidated damages accrue and are payable to the University. If Sound Transit fails to remedy the defect within the first seven (7) days and an Exceedance occurs Sound Transit shall pay the University liquidated damages of Seventy Five Thousand Dollars ($75,000) per day from the eighth day and thereafter until remedied. If failure occurs in only one tunnel, and Sound Transit continues to use that tunnel and cause Exceedances, Sound Transit shall pay to the University liquidated damages of One Hundred Thousand Dollars ($100,000) per
day after the first twenty four (24) hours of a monitored Exceedance. For purposes of this paragraph, the term “day” shall mean twenty four (24) hours.

4.2.4. Monitoring and Warning System Failure, Damages. In the event the monitoring and warning system described in Section 4.2.1, becomes inoperative for more than two (2) consecutive days, Sound Transit shall pay to the University liquidated damages in the amount of One Hundred Thousand Dollars ($100,000) per day following the two (2) day period until the monitoring and warning system is made operational.

4.2.5. Infrastructure Testing. If Sound Transit determines that the University of Washington Station must be an interim terminus until funds are available to construct north to Northgate, Sound Transit shall install, within a portion of the North Link segment between downtown Seattle and the University of Washington Station, test infrastructure elements as generally described in Section 4.2.1, so that the Parties can jointly measure and assess the probable impact of Light Rail Transit System operations under University Property north of the University of Washington Station.

4.3. CONSTRUCTION MITIGATION

4.3.1. Notice of Tunneling, Time Limit for Tunneling, Damages. Sound Transit shall not begin any operation of a tunnel boring machine (“TBM”) under University’s Seattle Campus north of the University of Washington Station without providing University at least two (2) years advance notice of the tunnel boring commencement date(s). Sound Transit shall limit the elapsed time from commencement of any and all TBM tunneling activity under the University’s Seattle Campus north of the University of Washington Station to not more than three hundred four (304) days. For each day beyond this period, Sound Transit shall pay as liquidated damages to the University Twenty Thousand Dollars ($20,000) per day until TBM operation is complete. Sound Transit shall develop and submit for the University’s approval a plan to extract the TBM(s) immediately north of the University of Washington Station within ninety (90) days of providing the above advance notice to the University.

4.3.2. Time Limits for Staging Area Preparation, Construction and Restoration, Exceptions, Staging Area Acreage and Wall, Damages. Unless otherwise approved by the University in writing, Sound Transit shall limit any Light Rail Transit System staging area preparation, staging, construction, and restoration activity above ground on the six (6) acres described below, the Triangle Garage area, and C-12 Parking Lot of University Property to no more than two thousand eight (2,008) days elapsed time. Use of the Triangle Garage area and C-12 Parking Lot 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. This total of 2,008 days shall not include the 304 day tunnel construction duration described in Section 4.3.1, the time
necessary to construct temporary parking areas as described in Section 4.3.3, utility relocations and the time required to perform surveys, geologic tests, or similar non-invasive activities that will not interfere with the University’s ongoing business activities. The total of 2,008 days shall not include time to comply with the clean up requirements described in Section 3.10 provided the University approves of such exclusion. Nothing in this section shall limit Sound Transit’s obligations set forth in Section 4.3.4 of this Agreement. Staging areas east of Montlake Boulevard shall be surrounded by a wall with an exterior finish as approved by the University and shall be no greater in the aggregate than six (6) acres and shall be phased consecutively as follows:

Phase One: Four (4) acres for six hundred thirty eight (638) days;

Phase Two: Six (6) acres for one thousand ninety five (1,095) days; and

Phase Three: Two (2) acres for two hundred seventy five (275) days.

For each day beyond the 1,733 day total limit for Phases One and Two, above, Sound Transit shall pay as liquidated damages to the University Twenty Thousand Dollars ($20,000) per day. For each day beyond the 1,095 day total limit for Phase Two, above, Sound Transit shall pay as liquidated damages to the University Twenty Thousand Dollars ($20,000) per day. For each day beyond the 2008 day total limit for Phases One, Two and Three, above, Sound Transit shall pay as liquidated damages to the University Twenty Thousand Dollars ($20,000) per day.

4.3.3. Parking. The University accepts the responsibility to mitigate the loss of a maximum of 600 parking spaces that will be lost on a temporary basis as a result of Sound Transit’s construction in the C-12, E-11 and E-12 Parking Lots. The University also accepts the responsibility to mitigate up to a maximum of 100 of the 600, parking spaces thought to be permanently lost as a result of Sound Transit’s long term facilities associated with the University of Washington Station. In return Sound Transit will pay to the University Ten Million Dollars ($10,000,000) upon execution of this Agreement. This payment will need to occur in June, 2007 in order for the University to design and construct the replacement parking in accordance with public works laws and within University policies. The University agrees to comply with all permit requirements otherwise applicable to University projects.

Should a significant unknown structural condition arise at the Triangle Garage location which significantly increases the costs at that location or if a third party agency makes parking on top of the Triangle Garage prohibitive, Sound Transit and the University will discuss options and agree on a plan to provide the necessary parking, which may include Sound Transit reimbursing the University for reasonable differential costs which may be required to develop and implement the agreed alternative plan. The University shall obtain the approvals and permits.
required from agencies having jurisdiction in connection with developing the
parking on the top of the Triangle Garage and Sound Transit, at no cost to Sound
Transit other than staff resources, will work with and fully support the University
in such efforts.

The restoration of Sound Transit’s construction areas remains the responsibility of
Sound Transit. If parking is lost in other areas of the University’s Seattle Campus
beyond the anticipated 600 temporary and 100 permanent parking spaces because
of Sound Transit construction, Sound Transit shall provide parking mitigation for
those areas.

4.3.4. Protection of University Activities From Sound Transit Construction.
In addition to those requirements in Section 3.3, Sound Transit shall, as
acceptable to University, Relocate or otherwise mitigate those University
activities that cannot be conducted due to or because of the Sound Transit
construction contemplated herein. Sound Transit’s responsibility shall include,
but not be limited to: (a) assuring that all University Facilities (for example, but
without limitation, athletic events at sports venues and patient care at University
medical facilities) are not hampered by Sound Transit construction and are able to
operate at full capacity and in compliance with all fire safety regulations,
“homeland security” or other regulations addressing terrorism, building codes,
and all other governmental regulations; (b) not degrading below pre-Sound
Transit construction levels the safe and reliable emergency vehicle access to all
University Facilities, including but not limited to, the University of Washington
Medical Center in accordance with University approved traffic and crowd
management plans; and (c) paying for supplemental police, security and traffic
control staff as necessitated by light rail construction and spelled out in
University-approved traffic and crowd management plans. Further, for any
University construction activity identified in writing to Sound Transit at least 90
days before Sound Transit issues the major Request for Proposals (RFP) for
construction at the University of Washington Station or on University Properties
for which Sound Transit has an approved Easement, Sound Transit will plan for
and manage its construction so as to protect and hold harmless the University
from delays and increased construction costs associated with those identified
University construction activities. In addition, Sound Transit shall include in its
procurement documents the list, description and schedule of projects as provided
by the University.

4.3.4.1. Sound Transit shall, unless otherwise authorized in writing by the
University, halt construction activities and secure staging areas for patron
protection and access during the University’s Commencement,
Convocation, and up to two (2) additional events per year. Sound Transit
shall, unless otherwise authorized in writing by the University, halt
activities that would interfere with Football games, Opening Day of the
Boating Season (the Windermere Cup), and Basketball games during the
time of Sound Transit construction staging described in Section 4, herein.
Sound Transit shall cooperate with the University to develop incremental traffic and crowd management plans, developed and executed at Sound Transit expense, that allow use of portions of the construction staging area for patron access during football games to the extent that it is mutually determined by the Parties to be safe and feasible. The University shall provide to Sound Transit information as to event dates as soon as such dates are known to the University and subsequent to the University receipt of the Sound Transit Board approved Light Rail Transit System construction schedule affecting University Property.

4.3.4.2. Sound Transit shall not conduct any Light Rail Transit System design, staging, construction or other use east of the existing fence located on the western edge of the E-10 Parking Lot. The University shall not conduct any of its project design, staging, or construction west of the existing fence on the western edge of the existing E-10 Parking Lot during the time limits for staging and construction of the Light Rail Transit System in this area as provided in Section 4.3.2. The exact location of this common construction boundary will be mutually defined by the Parties and surveyed by Sound Transit at Sound Transit's expense and provided to the University for its approval not later than August 31, 2007. The University shall respond to Sound Transit not later than thirty (30) days following receipt of the survey. These requirements shall not apply to the removal or replacement of University structures or facilities as approved by the University. The Parties may mutually agree to waive or modify the requirements of this Section.

4.3.5. Community Outreach. Sound Transit and the University shall coordinate on community outreach related to construction of the Light Rail Transit System on University Properties and the University’s construction activity as identified by University under Section 4.3.4, PROVIDED THAT, Sound Transit shall be responsible for addressing community concerns regarding its Light Rail Transit System construction projects on University Properties.

4.3.6. Construction Traffic. Prior to Sound Transit’s submittal of design, mitigation and monitoring plans for approval of the Board of Regents, Sound Transit shall evaluate construction truck traffic impacts and, as part of its plans, propose construction traffic routes and scheduling that minimize impacts to the University’s operations.

4.3.7. Limitation on Use of Construction Staging Area. Sound Transit shall limit its use of the construction staging area on University Properties to those activities necessary to support the construction of tunnels for the Light Rail Transit System from Capitol Hill to University of Washington Station and future removal of the TBM. The Staging Area shall not be used to store or transship materials used in construction of the Capitol Hill Station or any part of the Light
Rail Transit System south of the Capitol Hill Station unless approved in writing by the University.

4.4. SECURITY RISK MITIGATION

4.4.1. Design Construction and Operation. Sound Transit shall design, construct, and operate the Light Rail Transit System on University Property with particular attention to potential terrorist threats to the University.

4.4.2. Background Check, Plans, Assessments and Protection of Documents. Sound Transit shall complete background checks on all of its employees, contractors, and agents with access to University Medical Center properties, install and monitor closed circuit television or other means of security acceptable to the University, prepare a security plan, specific and unique vulnerability assessments or specific and unique response or deployment plans, all subject to University approval which shall not be unreasonably withheld. Sound Transit shall protect such plans and assessments, as well as the detailed designs of the tunnels within University Properties, to the maximum extent allowed under Washington State law. The security plan and system for protecting documents from public records requests shall be completed during Final Design and approved by, among others, the University prior to Sound Transit issuing bids for construction of the Light Rail Transit System.

4.4.3. Security Plan. Sound Transit shall develop a confidential security plan for terrorism protection on all portions of the Light Rail Transit System on University Properties. This plan shall be completed prior to commencement of Revenue Service.

4.5. MAINTENANCE AND OPERATIONS MITIGATION

4.5.1 Relocation Prior to Construction. Sound Transit shall provide the University with 90% Final Design Predictions for Light Rail Transit System operations as called for in Section 4.1.2, prior to commencement of construction of the Light Rail Transit System. Within ninety (90) days receipt of the 90% Final Design plans the University shall provide draft Relocation plans and estimated Relocation costs to Sound Transit. Upon completion of 100% Final Design the Parties shall collaborate on a confirmation review to achieve the final Relocation plan and estimated costs. Sound Transit shall pay all actual costs, including staffing and administrative costs, for the University to Relocate research or other University activities that cannot be conducted in buildings in which they are then located because the Predictions for vibration or MF at 100% Final Design indicate that the University Requested Thresholds for those buildings will be exceeded. At the sole discretion of the University, other mitigation measures, provided at Sound Transit expense, may be considered as an alternative to Relocation on a case-by-case basis.
4.5.2. **Maintenance Program.** Sound Transit shall develop and fund a maintenance program adequate to prevent deterioration of the infrastructure described in Section 4.2.1 and the rolling stock which makes use of said infrastructure on University Properties such that the Thresholds contemplated in this Agreement do not experience Exceedance.

4.5.3. **Early Warning Detectors Actuation, Exceedence, Damages.** In the event a light rail vehicle or vehicles actuates the north or south-of-campus early warning vibration detectors contemplated in Section 4.2.1, Sound Transit shall prohibit such defective vehicle(s) from passing under University Property unless such passage can, by way of slow speed or other operational means, be made without causing an Exceedance.

4.5.3.1. In the event of an Exceedance caused by a light rail Vehicle Failure, Sound Transit shall pay to the University liquidated damages of Ten Thousand Dollars ($10,000) per monitored Exceedance for passage of that vehicle under campus, PROVIDED THAT should such Exceedance result from Sound Transit allowing the same defective vehicle to pass under University Property more than once Sound Transit shall pay to the University liquidated damages of Fifty Thousand Dollars ($50,000) per monitored Exceedance for passage of that vehicle under campus, and PROVIDED THAT the University may waive or reduce liquidated damages for Exceedances, as authorized in writing by the University, to allow defective Light Rail Transit System vehicles to pass under University Property en route to a Light Rail Transit System repair facility. Liquidated damages shall apply separately to vibration and MF Exceedances.

4.5.4. **System Degradation, Required Action, Exceedence, Damages.** In the event a long term trend of system degradation ("Trend") is identified by the monitoring program contemplated in Section 4.1.4. that could result in Exceedances within two years if general system improvements are not implemented, each of the following shall apply:

4.5.4.1. Sound Transit shall, within ninety (90) days of the identification of such Trend provide a system improvement action plan to the University which plan shall describe the nature of the Trend, identify system improvements necessary to address it, and identify a schedule and budget for implementation.

4.5.4.2 Sound Transit shall implement the system improvement action plan and remedy the Trend prior to the end of a two (2) year period from identification of the Trend.

4.5.4.3. In the event an Infrastructure or Vehicle Exceedance occurs during this two year period, Sections 4.2.3 and 4.5.3, shall apply.
4.5.4.4. In the event Sound Transit fails to perform under Section 4.5.4.1 Sound Transit shall pay the University liquidated damages in the amount of Five Thousand Dollars ($5,000) per day for each day after 90 days until remedied by providing an acceptable plan to University for its consideration. In the event Sound Transit fails to perform under Section 4.5.4.2 or receive the University’s approval of an amended plan, which may include operational measures as well as physical modifications, within that time frame, Sound Transit shall pay University liquidated damages in the amount of Twenty Thousand Dollars ($20,000) per day for each day until the Trend is remedied. The University shall not unreasonably withhold plan approval. Any Exceedance that occurs beyond the two year period and is attributable to Sound Transit’s failure to perform under Section 4.5.4.2 shall require Sound Transit to pay liquidated damages in the amount of One Hundred Fifty Thousand Dollars ($150,000) per each day of any monitored Exceedance.

Section Five: Additional Clarification of Remedies to University

5.1. APPLICATION OF MOA. The remedies available to the Parties under the MOA (for example but without limitation, Article IV regarding reserved claims and Article VI regarding unanticipated impacts) continue to apply, with the additions and clarifications provided in this Agreement.

5.2. LIQUIDATED DAMAGES. For impacts to research or experimental activities, actual damages to the University caused by the failure of Sound Transit to achieve the requirements of this Agreement are presently and will continue to be difficult to determine. Therefore, in partial but not exclusive reimbursement for damages to the University, the liquidated damages specified throughout this Agreement are reasonable estimates of direct, indirect, and consequential damages suffered by the University for such impacts as caused by Sound Transit’s failure to meet the specified requirements.

5.2.1. Payment of Liquidated Damages, Interest. Payment(s) of liquidated damages shall be due and payable to the University, without any action by the University to request such payment(s), within thirty (30) days from the first date of an event creating a liquated damage condition. Sound Transit will pay liquidated damages to the University no later than the first business day of each calendar month following the 30 day period described above until the condition(s) creating the liquidated damages have been remedied and all liquidated damages have been paid to the University. Failure to provide payment(s) as described will result in interest at the rate of one percent (1%) per month on the unpaid balance added to any payment between one but less than two months late. For any payments more than two months late, Sound Transit shall pay interest on the unpaid balance at the rate of two percent (2%) per month.

5.3. DAMAGES AND RELIEF FOR LARGE SCALE OR LONG-TERM FAILURES. The estimates of damage underlying the liquidated damages set forth in
this Agreement are based on the assumption that Sound Transit’s failures will be neither severe nor prolonged. The liquidated damages will not be adequate estimates of the University’s direct, indirect, and consequential damages for large scale or long-term failures. Therefore the liquidated damages set forth above shall apply only for a reasonable period of time as determined by the University on a case by case basis depending on the nature of the research or experimental activity being damaged. After such determination by the University, and the University’s notification to Sound Transit of such determination, such liquidated damages shall cease and the University will be permitted to prove and recover actual damages in excess of the liquidated damages and/or may seek any relief at law or in equity including immediate relief directly through superior court.

5.4. FAILURE TO PERFORM – COSTS AND DAMAGES. For impacts which are caused by Sound Transit’s failure to perform under this Agreement but which are not addressed by liquidated damages under this Agreement, including but not limited to personal and property damage, Sound Transit shall pay to the University the true and full costs including, but not limited to, all direct, indirect, and consequential damages, and attorney fees incurred by the University to enforce this Agreement and Sound Transit performance resulting from such failure by Sound Transit to perform under this Agreement.

5.5. FAILURE TO PERFORM – OTHER RELIEF. For impacts which are caused by Sound Transit’s failure to perform under this Agreement but which are not addressed by liquidated damages as provided in this Agreement, the University shall be entitled, in addition to any other rights and remedies it shall have at law or in equity, the following:

5.5.1. Construction. During construction, Section 7.4.3 of the MOA guides the manner in which relief may be sought, with two clarifications: (1) arbitration, pursuant to the 2000 Revised Uniform Arbitration Act, is required to resolve disputes using a mutually agreed upon retired judge through either the Judicial Arbitration and Mediation Services (“JAMS”) or a similar organization and (2) any relief at law or in equity including immediate relief requiring action or restraining action may be granted.

5.5.2. Operation. During operation, any relief at law or in equity including immediate relief requiring action or restraining action may be sought either as described in Section 5.5.1 or directly through superior court.

5.6. INDEMNIFICATION. The Parties agree that the indemnification provisions of the MOA shall apply to this Agreement.

Section Six: Easement(s) Provided to Sound Transit by University

6.1. INTEREST TO BE GRANTED, EXTENT OF EASEMENTS. The University shall retain fee ownership of all University Property. In consideration of and subject to the terms and conditions contained in this Agreement, the University shall grant to Sound
Transit temporary construction easements and transportation easements to construct, operate, maintain, and monitor public transportation facilities on University Properties. The exact location, terms and conditions of each easement shall be described in separate easements which shall be made part of this Agreement pursuant to Section 1.2 above. Each easement shall include rights of ingress and egress across, over, and through the University's Seattle Campus, as reasonably necessary to use the easement areas for the purposes identified therein. The location and applicable terms of such ingress and egress shall be as reasonably approved in advance by the University from time to time. Except for temporary construction easements, easements shall remain in effect for so long as University Property, subject to the easements, is used by Sound Transit for transportation purposes.

6.2. TEMPORARY CONSTRUCTION EASEMENTS - TERM. Temporary construction easements needed for construction north to the University of Washington Station will cease by January 1, 2020, in the absence of further agreement by the Parties. The temporary property rights period can only be extended with the agreement of the University.

6.3. TEMPORARY CONSTRUCTION EASEMENTS - OTHER CONDITIONS. Any temporary construction easement shall include provisions that: (i) the easement is subject to the acreage and time limitations set forth in Section 4.3 and Section 6.2, above, (ii) the property will be returned in a condition satisfactory to the University; and (iii) Sound Transit shall provide written notice in recordable form of termination of such temporary construction easement(s) when the work there under is complete.

6.4. TRANSPORTATION AND TEMPORARY CONSTRUCTION EASEMENTS - OTHER CONDITIONS. Any transportation easement or temporary construction easement granted to Sound Transit shall include provisions which make the easements subject to the terms of this Agreement. Specifically and without limiting the application of other parts of this Agreement, the following terms are applicable to the easements: (a) construction and operation within the easement areas by Sound Transit shall be subject to the University's approval as set forth in the MOA and this Agreement, such approval includes, but is not limited to, review and approval of a construction safety and security plan; (b) Sound Transit is responsible for restoration of any easement area at its expense and subject to the University’s approval of design and final restoration plans; (c) Sound Transit is responsible for all permit and regulatory requirements in its use of all easement areas; (d) Sound Transit must comply with the applicable insurance, indemnification and hazardous and non-hazardous waste management requirements set forth in the MOA; and (e) Sound Transit shall be solely responsible for all costs and expenses related to its use of these easements.

6.5. FORM OF EASEMENTS

6.5.1. Attached hereto as Exhibit D-1 is a form of Temporary Construction Easement and Agreement with respect to the construction of Sound Transit’s Light Rail Transit System to be constructed from downtown Seattle to and
including the University of Washington Station that is within the University’s Seattle Campus (“Segment 1”).

6.5.2. Attached hereto as Exhibit D-2 is a form of Transportation Easement and Agreement with respect to Segment 1.

6.5.3. Attached hereto as Exhibit D-3 is a form of Temporary Construction Easement and Agreement with respect to Sound Transit’s Light Rail Transit System from the University of Washington Station toward Northgate that is within the University’s Seattle Campus (“Segment 2”).

6.5.4. Attached hereto as Exhibit D-4 is a form of Transportation Easement and Agreement with respect to Segment 2.

6.5.5. At such time as the conditions for the granting of each such Easement are satisfied, the Parties shall finalize the Easement in substantially the form attached hereto, attach all required exhibits, execute the Easement, and record it in the real property records of King County, Washington.

Section Seven: Consideration for Easements Provided to Sound Transit

7.1. PAYMENT TO UNIVERSITY UPON EXECUTION OF EASEMENTS. The Parties agree the Per Square Foot Land Surface Value of the easements contemplated by this Agreement is One Hundred Seventy-Five Dollars ($175). The Parties also agree the use of the land covered by the easements does vary and therefore in calculating the value of the easements this Per Square Foot Land Surface Value should at times be discounted to reflect the varied uses. The Parties recognize that calculating the value of the easements simply by using the precise square footage for each easement and this dollar value ($175), discounted as appropriate, could be difficult and would not reflect the rights, risks, and obligations set forth in the entire Agreement. Consequently the Parties have agreed to a lump sum, firm, fixed payment of Twenty Million Dollars ($20,000,000) by Sound Transit to the University as consideration for the terms, conditions, and easements contemplated in this Agreement. This payment is subject to adjustment pursuant to Section 3.7 should the payment occur after May 31, 2008. This amount is based in general on the Per Square Foot Land Surface Value noted above and the square footage shown on Exhibit E but also reflects the allocation of risks and the rights and obligations afforded to each Party by this Agreement. Payment shall be made to the University upon execution of the easements contemplated in Sections 6.5.1 and 6.5.2. The Parties agree that the easements contemplated in this Agreement may be executed at the same time. The Twenty Million Dollar ($20,000,000) payment set forth in this Section is unrelated to, separate from and in addition to the costs, payments and damages otherwise specifically identified in this Agreement. The square footage set forth in Exhibit E establishes the maximum square footage that Sound Transit has available for use within each easement. The square footages in Exhibit E may be reallocated only at Sound Transit’s request and with the University’s written approval.
Section Eight: Severability

8.1. SEVERABILITY. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

Section Nine: Modification or Amendment, Waivers

9.1. MODIFICATION OR AMENDMENT, WAIVERS. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all of the Parties hereto. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

Section Ten: Captions

10.1. CAPTIONS. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by any one of the Parties, but rather as if all Parties had prepared it. If the date on which any party is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

Section Eleven: Time

11.1. TIME. Time is of the essence of every provision of this Agreement.

Section Twelve: Assignment

12.1. ASSIGNMENT. Except as expressly provided herein, Sound Transit shall not assign or pledge this Agreement or any part hereof, whether voluntarily or by operation of law, or permit the use or occupancy of any easement areas or any part thereof by anyone other than Sound Transit and its permitted employees, agents and contractors, without the University’s prior written consent, which shall not be unreasonably withheld.

12.1.1. Transfer Notice. If Sound Transit desires to assign this Agreement or to grant the right to use or occupy any easement area, Sound Transit shall give the University written notice ("Transfer Proposal") at least one-hundred and twenty (120) days prior to the effective date of such proposed assignment or occupancy. The Transfer Proposal shall contain all of the information reasonably requested by the University to address the University’s conditions specified below. From the date of the University’s acceptance of the Transfer Proposal as complete, the University shall then have a period of ninety (90) days to notify Sound Transit in
writing of the University’s response to Sound Transit’s Transfer Proposal. If the University fails to notify Sound Transit in writing within said period, the University shall be deemed to have rejected Sound Transit’s Transfer Proposal. Consent to any assignment by the University shall not constitute consent to any subsequent assignment.

12.1.2. Conditions to University Consent. Without limiting the other instances in which it may be reasonable for the University to withhold the University’s consent to a Sound Transit Transfer Proposal, it shall be reasonable for the University to withhold its consent in the following instances:

(a) If the proposed assignee does not agree to be bound by and assume the obligations of Sound Transit under this Agreement; and

(b) If the use of any easement area by such proposed assignee would not be a permitted use under this Agreement.

12.1.3. Liability. No assignment of any or all of Sound Transit’s rights under this Agreement, permitted or otherwise, shall relieve Sound Transit of any obligation under this Agreement or alter the primary liability of Sound Transit for the performance of its obligations hereunder. The University may receive payments and otherwise deal with any such assignee, but no such action on the part of the University shall be deemed to be a waiver of this Section 12 or a release of Sound Transit from the further performance by Sound Transit of its obligations hereunder.

12.1.4. Unpermitted Assignment. Any assignment by Sound Transit of any or all of its rights or obligations under this Agreement which has not been permitted by the University in accordance with this provision shall be void.

Section Thirteen: Successors and Assigns

13.1. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the University, its successors and assigns, and shall be binding upon and inure to the benefit of Sound Transit, its successors and, to the extent assignment is approved by the University as provided in this Agreement, Sound Transit’s assigns.

Section Fourteen: Entire Agreement

14.1. ENTIRE AGREEMENT. This Agreement contains all terms, conditions and provisions agreed upon by the Parties hereto, and shall not be modified except by written amendment.

Section Fifteen: Exhibits Incorporated
15.1 EXHIBITS. All Exhibits identified in this Agreement are incorporated by reference into this Agreement.

Section Sixteen: Correspondence and Notice

16.1 Designated Representatives. All notices provided for herein shall be in writing and addressed to each of the Parties at the following addresses:

University


For operations issues: AVP for Facilities Services, University of Washington Physical Plant Office Building, Box 352215, Seattle Washington 98195-2205.

Sound Transit

Chief Executive Officer, Sound Transit Union Station, 401 S. Jackson Street, Seattle, WA 98104-2826

16.2 Method of Notice. The method of notice shall be as set forth in Section 9.2 of the MOA

Section Seventeen: Execution

17.1 EXECUTION. This Master Implementation Agreement is entered in multiple counterparts and becomes effective on the date of the last signature, the signers of which have authority from their respective Boards.

SOUND TRANSIT

Mark A. Emmert
President
Date: 8.02.07

UNIVERSITY OF WASHINGTON

Joan M. Earl
Chief Executive Officer
Date: 6.28.2007

Approved as to form:

By: Stephen G. Sheehy
Legal Counsel

By: Karin L. Nyrop
Assistant Attorney General
### Exhibit A.1
**to Master Implementation Agreement for Sound Transit Entry to the University of Washington Seattle Campus**

**UW Vibration Requested Threshold:** Vertical RMS Velocity Level, dB re: 1 micro-inch/second

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**Notes:**

[1] No data were gathered at Winkenwerder Hall; data is from nearby Bloedel Hall.

[2] No data were gathered at Benson Hall; data is from nearby Bagley Hall.

[3] No data were gathered at the Bioengineering / Genomics Building site; data is from nearby Oceanography Research II Building.
### Exhibit A.2

to Master Implementation Agreement for Sound Transit Entry
to the University of Washington Seattle Campus

UW Vibration Requested Threshold and Sound Transit Baseline Predictions:
Vertical RMS Velocity Level, dB re: 1 micro-inch/second

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</tr>
</tbody>
</table>

Notes:  
[1] No data were gathered at Winkenwerder Hall; data is from nearby Bloedel Hall.  
[2] No data were gathered at Benson Hall; data is from nearby Bagley Hall.  
[3] No data were gathered at the Bioengineering / Genomics Building site; data is from nearby Oceanography Research II Building.
Exhibit B.1

to Master Implementation Agreement for Sound Transit Entry
to the University of Washington Seattle Campus
University of Washington EMF Thresholds
(Background Fluctuation in Magnetic Fields - measured in milligauss, mG)

<table>
<thead>
<tr>
<th>Building</th>
<th>UW Requested Threshold (mG)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Group 1 (Gray Buildings)</strong></td>
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</tr>
<tr>
<td>A) Bagley Hall</td>
<td>0.1</td>
</tr>
<tr>
<td>F) Chemistry</td>
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</tr>
<tr>
<td>H) Electrical Engr/Computer Science</td>
<td>5.0</td>
</tr>
<tr>
<td>U) Physics/Astronomy</td>
<td>0.5</td>
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<tr>
<td>M) Henderson Hall</td>
<td>1</td>
</tr>
<tr>
<td>N) Johnson Hall</td>
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</tr>
<tr>
<td>E) CHDD</td>
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</tr>
<tr>
<td>G) Health Sciences Imaging Center</td>
<td>5.0</td>
</tr>
<tr>
<td>W) Surgery Pavilion</td>
<td>1.0</td>
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<tr>
<td>I) Fisheries Center</td>
<td>0.1</td>
</tr>
<tr>
<td>O) Marine Sciences</td>
<td>1.0</td>
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</tbody>
</table>

¹No requested threshold for Henderson Hall
Exhibit B.2

to Master Implementation Agreement for Sound Transit Entry
to the University of Washington Seattle Campus

University of Washington EMF Requested Thresholds and
Sound Transit Baseline Predictions
(Background Fluctuation in Magnetic Fields - measured in milligauss, mG)

<table>
<thead>
<tr>
<th>Building</th>
<th>UW Requested Threshold (mG)</th>
<th>ST Baseline Prediction (mG)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 2 (Yellow Buildings)</td>
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</tr>
<tr>
<td>L) Fluke Hall</td>
<td>0.3</td>
<td>0.26</td>
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<tr>
<td>Q) Mechanical Engineering and Annex</td>
<td>0.2</td>
<td>1.63</td>
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<tr>
<td>V) Roberts Hall</td>
<td>0.1</td>
<td>0.32</td>
</tr>
<tr>
<td>Y) Wilcox Hall</td>
<td>0.1</td>
<td>0.85</td>
</tr>
</tbody>
</table>
UW Buildings with EMF Sensitive Equipment

A. Bagley Hall
E. Center on Human Development and Disability (CHDD)
F. Chemistry
G. Diagnostic Imaging Sciences Center
H. Electrical Engineering/Computer Science
I. Fisheries Center (CMBL)
L. Fluke Hall
M. Henderson Hall
N. Johnson Hall
O. Marine Sciences (MMBL)
Q. Mechanical Engineering and Annex
U. Physics/Astronomy
V. Roberts Hall
W. Surgery Pavilion
Y. Wilcox Hall

Exhibit B2—UW Buildings with EMF Sensitive Equipment
Preferred Alternative
TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT (SEGMENT 1)

<table>
<thead>
<tr>
<th>Grantor:</th>
<th>BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee:</td>
<td>CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY</td>
</tr>
<tr>
<td>Legal Description (abbreviated):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☑ Additional on: EXHIBIT A and EXHIBIT B</td>
</tr>
<tr>
<td>Assessor's Tax Parcel ID #:</td>
<td></td>
</tr>
<tr>
<td>Reference Nos. of Documents Released or Assigned:</td>
<td>N/A</td>
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</tbody>
</table>

THIS TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT ("Construction Easement") is dated for reference purposes 2007 and is made by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, an agency of the State of Washington ("University"), and CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under the laws of the State of Washington ("Sound Transit").

RECITALS

A. Sound Transit is developing a high capacity transit service in the central Puget Sound region which will include a light rail system ("Light Rail Transit System").
B. The portion of the University's campus in Seattle, Washington, relevant to this Construction Easement, is commonly referred to as "Section 16" and is fully described in RCW 28B.20.340 ("University's Seattle Campus"). The University's Seattle Campus is part of the real estate controlled by The Board of Regents of the University of Washington ("University Property") and may not be sold or condemned.

C. Sound Transit proposes to construct a portion of its Light Rail Transit System ("Project") through a portion of the University's Seattle Campus. The Project will include the construction of an underground station near Husky Stadium ("University of Washington Station") and is intended to provide transit service to and from the University's Seattle Campus.

D. The Project planned for construction and operation within the University's Seattle Campus is generally depicted on the attached EXHIBIT A and is comprised of two segments. The first segment of the Project is that portion of the Light Rail Transit System to be constructed from downtown Seattle to and including the University of Washington Station that will be located within the University's Seattle Campus ("Segment 1"). The second segment of the Project is that portion of the Light Rail Transit System to be constructed from the University of Washington Station toward Northgate and that will be located within the University's Seattle Campus ("Segment 2").

E. This Construction Easement is made with respect to areas of the University's Seattle Campus that Sound Transit will temporarily occupy during its construction of Segment 1 of the Project. In addition to this Construction Easement, the parties have entered into Transportation Easements with respect to areas of the University's Seattle Campus where Sound Transit will install and operate permanent facilities associated with the Project.

F. University and Sound Transit initially entered into a Memorandum of Agreement dated as of July 12, 2000 ("MOA") with regard to Sound Transit's access to and use of University Property in connection with the construction of the Light Rail Transit System. Subsequently, University and Sound Transit entered into a Master Implementation Agreement dated as of July 12, 2007 ("MIA") governing Sound Transit's entry on and use of University Property for the purpose of designing, constructing, operating, monitoring and maintaining the Light Rail Transit System.

G. University has evaluated the proposed Project and has determined that the Project will ultimately benefit the University, its students, faculty and staff by providing rapid transit services. Accordingly, the University has determined that it has the authority to grant the Easement set forth herein so long as Sound Transit's exercise of such Easement is conditioned so as to not interfere with the University's mission of teaching, research and service, all as more particularly described in the MOA and MIA.
H. Sound Transit desires to obtain this Construction Easement from University for construction of the Project and University is willing to grant this Construction Easement on the terms and conditions set forth herein.

I. All capitalized terms used in this Construction Easement and not otherwise defined shall have the meaning given to them in the MIA and MOA.

AGREEMENTS

In consideration of the public good, mutual benefits and other good and valuable consideration, receipt of which are hereby acknowledged, the parties agree as follows:

1. TEMPORARY CONSTRUCTION EASEMENT. University hereby grants to Sound Transit, its employees, agents and contractors, in connection with the Sound Transit’s Light Rail Transit System, this Construction Easement over, under, through, and across those portions of the University’s Seattle Campus legally described on EXHIBIT C (“Easement Areas”) for all purposes necessary to the construction of the Project, provided that all construction undertaken pursuant to this Construction Easement shall be strictly in accordance with the plans and specifications previously reviewed and approved by University in accordance with the MIA and MOA.

1.1. Boundaries of Easement Areas. In recognition of the fact that some of the Easement Areas may be partially or completely subterranean and do not include surface rights, the legal descriptions of the Easement Areas attached hereto as EXHIBIT B shall describe both horizontal and vertical boundaries of such Areas; provided, however, that if an upper and/or lower boundary is not indicated, such Easement Area shall be deemed to go to the upper and/or lower limits of legal ownership.

1.2. Ingress and Egress across University’s Seattle Campus. University hereby grants to Sound Transit rights of ingress and egress across, over, and through the University’s Seattle Campus, as reasonably necessary to use the Easement Areas for the purposes identified herein. The location and applicable terms of such ingress and egress shall be as reasonably approved by the University from time to time.

1.3. Limits on Time for Occupancy of Easement Areas. Not all of the Easement Areas will be available to Sound Transit throughout the term of this Construction Easement. Without limitation, Section 4.3 of the MIA limits the total above-ground areas east of Mountlake Boulevard which may be occupied and further limits the time during which such Easement Areas may be occupied.

1.4. Incorporation of MIA and MOA. This Construction Easement shall be subject to, and interpreted with reference to, the terms and conditions of the MIA and MOA, as they may be subsequently amended. Such documents are incorporated herein by this reference. Any specific reference to the MOA and/or MIA herein is not
intended to diminish or otherwise affect the general incorporation of the MOA and MIA herein. Copies of the MOA and the MIA may be obtained from the University's Real Estate Office.

1.5. **University’s Reservation of Rights.** University hereby reserves all rights with regard to the Easement Areas that are not inconsistent with Sound Transit’s use of the Easement Areas in accordance with the terms and conditions set forth in this Construction Easement and the MIA and MOA. In no event shall the University's exercise of such reserved rights prevent or hinder Sound Transit’s use and enjoyment of the rights granted hereunder. University shall endeavor to provide Sound Transit an opportunity to review and comment on proposed construction to be undertaken by the University in areas above Sound Transit’s subterranean facilities to reduce the risk that such facilities might be harmed by excavation or other construction activities.

1.6. **Ownership of Improvements.** Except in connection with the restoration of University facilities as part of the Project, all structures, materials, facilities, mechanical and electrical systems, utilities, equipment, furnishings or improvements of any kind that are acquired, constructed or installed in or upon the Easement Areas by Sound Transit shall be and shall at all times remain the property of Sound Transit.

1.7. **Mitigation.** Reference is hereby made to the MOA and MIA with regard to the obligations of Sound Transit with respect to mitigation of the impacts of the Project on University’s Property.

1.8. **Restoration.** Sound Transit is responsible for restoration of the Easement Areas at its expense and subject to the University’s approval of design and final restoration plans.

2. **TERM.** This Construction Easement shall be effective as of the date of its mutual execution by the parties and shall terminate on the earlier of (a) January 1, 2020 or (b) the date upon which Sound Transit completes all construction and related work in accordance with the approved plans for Segment 1. Sound Transit shall provide written notice to the University in recordable form of termination of this Construction Easement when the work hereunder is complete.

3. **USE.** This Easement is granted for the exclusive use and benefit of Sound Transit, and solely for the purposes set forth.

4. **NOTICE; PERFORMANCE OF WORK.** The performance of the construction and installation of the Project is at times referred to herein as the “Work.” Sound Transit shall provide University not less than 90 days’ written notice of its anticipated date for commencement of the Work Sound Transit shall keep the Easement
Areas in an orderly condition consistent with the standards of good workmanship applicable to comparable projects and as otherwise provided in the MIA and MOA.

5. COMPLIANCE. Sound Transit shall comply with all statutes, ordinances, rules, regulations, orders and decisions issued by any federal, state or local governmental body or agency established thereby relating to Sound Transit’s Work and/or use of University’s Property hereunder. Construction of the Project within the Easement Area is subject to the University’s approval as set forth in the MOA and MIA and the requirements of such Agreements including, without limitation, compliance with the applicable insurance, indemnification and Hazardous Materials and non-hazardous waste management requirements set forth in the MOA.

6. NO LIENS. Sound Transit shall be solely responsible for all costs and expenses of the Work. Neither Sound Transit nor Sound Transit’s agents have authority to subject University’s Property to any lien or other encumbrance for material, labor, or other charges relating to performance of the Work or other acts pursuant to this Construction Easement, and Sound Transit expressly agrees that it shall defend, indemnify and hold University harmless against any such lien as well as attorneys’ fees and other costs and expenses arising out of or incurred as a result of such liens, claims or other encumbrances.

7. AS-BUILT PLANS. After completion of Segment 1 of the Project, Sound Transit shall deliver to University a copy of as-built plans, at no cost to University, showing the location of Segment 1 of the Project constructed on or under the University’s Seattle Campus.

8. ASSIGNMENT. Any assignment by Sound Transit of this Construction Easement or any part hereof, whether voluntarily or by operation of law, is subject to the restrictions and conditions set forth in the MIA and MOA.

9. SUCCESSORS. Subject to the restrictions of Section 8 above, this Construction Easement shall be binding upon the legal representatives, successors and assigns of Sound Transit and the University.

10. AMENDMENT. This instrument may be amended only by a written instrument executed by both University and Sound Transit and recorded in the real property records of King County. No waiver of any breach of any covenant or provision of this Construction Easement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision in this Construction Easement. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.
11. **DISPUTE RESOLUTION; APPLICABLE LAW; VENUE.** Specific reference is made to the MIA and MOA with regard to dispute resolution, applicable law and venue provisions, all of which are specifically incorporated herein by this reference.

12. **CONSTRUCTION.** The Section headings throughout this Construction Easement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Construction Easement. Any reference herein to “days” means consecutive calendar days. All parties hereto have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

13. **NOTICE.** All notices or requests required or permitted under this Construction Easement (a) shall be in writing, (b) shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier and (c) shall be deemed given when so delivered and received at the addresses shown in Section 22 below.

14. **CONTACT INFORMATION.** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations desired or required to be given under this Construction Easement by either party to the other shall be in writing and shall be delivered as set forth in the above Section at the addresses set forth below:

**University:** University of Washington  
Real Estate Office  
400 Skinner Building  
1326 Fifth Avenue  
Seattle, WA 98101-2604  
Attn: Director

**Sound Transit:** Sound Transit  
Union Station  
401 S. Jackson Street  
Seattle, WA 98104-2826  
Attn: Executive Director

**With a copy to:** Sound Transit  
Union Station  
401 S. Jackson Street  
Seattle, WA 98104-2826  
Attn: General Counsel
15. EXECUTION. This Construction Easement may be executed in counterparts.

EXECUTED as of the dates set forth below.

UNIVERSITY:

THE BOARD OF REGENTS OF
THE UNIVERSITY OF WASHINGTON

By _______________________________

Name: _________________________

Its: ___________________________

DATE: __________________________, 2007

APPROVED AS TO FORM:

_________________________________________
Assistant Attorney General
State of Washington

SOUND TRANSIT:

CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY

By _______________________________

Name: _________________________

Its: ___________________________

DATE: __________________________, 2007
STATE OF WASHINGTON } ss.

COUNTY OF KING } ss.

On this day personally appeared before me ______________________, to me known to be the __________ of THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, the agency of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited partnership, for the uses and purposes therein mentioned, and on oath stated that s/he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _______, 2007.

Printed Name __________________________________________________________

NOTARY PUBLIC in and for the State of Washington, residing at ____________________________

My Commission Expires ____________________________

STATE OF WASHINGTON } ss.

COUNTY OF KING } ss.

On this day personally appeared before me ______________________, to me known to be the __________ of CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, the regional transit authority organized under the laws of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such ____________, for the uses and purposes therein mentioned, and on oath stated that s/he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _______, 2007.

Printed Name __________________________________________________________

NOTARY PUBLIC in and for the State of Washington, residing at ____________________________

My Commission Expires ____________________________
EXHIBIT B

EASEMENT AREAS
EXHIBIT D-2

When Recorded, Return to:

UNIVERSITY OF WASHINGTON
Real Estate Office
400 Skinner Building
1326 Fifth Avenue
Seattle, WA 98101-2604

TRANSPORTATION EASEMENT
(SEGMENT 1)

Grantor: BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON
Grantee: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
Legal Description (abbreviated):
☑ Additional on: EXHIBIT A and EXHIBIT B
Assessor's Tax Parcel ID #: N/A
Reference Nos. of Documents Released or Assigned: N/A

This TRANSPORTATION EASEMENT is dated for reference purposes
______ 2007 ("Transportation Easement") and is made by and between
THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, an
agency of the State of Washington ("University"), and CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under the
laws of the State of Washington ("Sound Transit").

RECITALS

A. Sound Transit is developing a high capacity transit service in the central
Puget Sound region which will include a light rail system ("Light Rail Transit System").
B. The portion of the University’s campus in Seattle, Washington, relevant to this Transportation Easement, is commonly referred to as "Section 16" and is fully described in RCW 28B.20.340 ("University’s Seattle Campus"). The University’s Seattle Campus is part of the real estate controlled by The Board of Regents of the University of Washington ("University Property") and may not be sold or condemned.

C. Sound Transit proposes to construct and operate a portion of its Light Rail Transit System ("Project") through a portion of the University’s Seattle Campus. The Project will include an underground station near Husky Stadium ("University of Washington Station") and is intended to provide transit service to and from the University’s Seattle Campus.

D. The Project planned for the University’s Seattle Campus is depicted on the attached EXHIBIT A and is generally comprised of two segments. The first segment of the Project is that portion of the Light Rail Transit System that will run from downtown Seattle to and including the University of Washington Station and that will be located within the University’s Seattle Campus ("Segment 1"). The second segment of the Project is that portion of the Light Rail Transit System that will run from the University of Washington Station toward Northgate and that will be located within the University’s Seattle Campus ("Segment 2").

E. This Transportation Easement is made with respect to areas of the University’s Seattle Campus in which Sound Transit will implement permanent facilities as part of Segment 1 of the Project. In addition to this Transportation Easement, the parties have entered into a Transportation Easement with respect to areas of the University’s Seattle Campus in which Sound Transit will implement permanent facilities as part of Segment 2 of the Project and a Temporary Construction Easement and Agreement with respect to areas of the University’s Seattle Campus that Sound Transit will use to construct the permanent facilities associated with the Project.

F. University and Sound Transit initially entered into a Memorandum of Agreement dated as of July 12, 2000 ("MOA") with regard to Sound Transit’s access to and use of University Property in connection with the construction of the Light Rail Transit System. Subsequently, University and Sound Transit entered into a Master Implementation Agreement dated as of April 2007 ("MIA") governing Sound Transit’s entry on and use of University Property for the purpose of designing, constructing, operating, monitoring and maintaining the Light Rail Transit System.

G. University has evaluated the proposed Project and has determined that the Project will ultimately benefit the University, its students, faculty and staff by providing rapid transit services. Accordingly, the University has determined that it has the authority to grant the Easement set forth herein so long as Sound Transit’s exercise of such Easement is conditioned so as to not interfere with the University’s mission of teaching, research and service, all as more particularly described in the MOA and MIA.
H. Sound Transit desires to obtain this Transportation Easement from University to implement the Project and University is willing to grant such Transportation Easement on the terms and conditions set forth herein.

I. All capitalized terms used in this Transportation Easement and not otherwise defined shall have the meaning given to them in the MIA.

AGREEMENTS

In consideration of the public good, mutual benefits and other good and valuable consideration, receipt of which are hereby acknowledged, the parties agree as follows:

1. TRANSPORTATION EASEMENT. University hereby grants to Sound Transit, its employees, agents, contractors, and invitees, in connection with its Light Rail Transit System, this Transportation Easement over, under, through and across those portions of the University's Seattle Campus legally described on EXHIBIT C ("Easement Areas") for all purposes necessary to Sound Transit's construction, operation, testing, maintenance, use, modification, monitoring, repair and replacement of the Project as designed, constructed, operated, maintained, repaired and replaced in accordance with the terms and conditions of the MIA, the MOA and the plans and specifications previously reviewed and approved by the University.

1.1. Boundaries of Easement Areas. In recognition of the fact that some of the Easement Areas may be partially or completely subterranean, the legal descriptions of the Easement Areas attached hereto as EXHIBIT B shall describe both horizontal and vertical boundaries of such Areas; provided, however, that if an upper and/or lower boundary is not indicated, such Easement Area shall be deemed to go to the upper and/or lower limits of legal ownership.

1.2. Ingress and Egress across University’s Seattle Campus. University hereby grants to Sound Transit rights of ingress and egress across, over, and through the University’s Seattle Campus, as reasonably necessary to use the Easement Areas for the purposes identified herein. The location and applicable terms of such ingress and egress shall be as reasonably approved by the University from time to time.

1.3. Term. This Transportation Easement shall be effective as of the date of its mutual execution by the parties. Thereafter, this Transportation Easement shall remain in effect for so long as it is used by Sound Transit for transportation purposes.

1.4. Incorporation of MIA and MOA. This Transportation Easement shall be subject to, and interpreted with reference to, the terms and conditions of the MIA and MOA, as they may be subsequently amended. Such documents are incorporated herein by this reference. Any specific reference to the MOA and/or MIA herein is not
intended to diminish or otherwise affect the general incorporation of the MOA and MIA herein. Copies of the MOA and the MIA may be obtained from the University's Real Estate Office.

1.5. **University's Reservation of Rights.** University hereby reserves all rights with regard to the Easement Areas that are not inconsistent with Sound Transit’s use of the Easement Areas in accordance with the terms and conditions of this Transportation Easement. In no event shall the University’s exercise of such reserved rights prevent or hinder Sound Transit's use and enjoyment of the rights granted hereunder. University shall endeavor to provide Sound Transit an opportunity to review and comment on proposed construction to be undertaken by the University in areas above Sound Transit’s subterranean facilities to reduce the risk that such facilities might be harmed by excavation or other construction activities.

1.6. **Mitigation.** Reference is hereby made to the MOA and MIA with regard to the obligations of Sound Transit with respect to mitigation of the impacts of the Project on University’s Property.

1.7. **Restoration.** Sound Transit is responsible for restoration of the Easement Areas at its expense and subject to the University’s approval of design and final restoration plans.

2. **USE.** This Easement is granted for the exclusive use and benefit of Sound Transit, and solely for the purposes set forth herein.

3. **MAINTENANCE.** For so long as this Transportation Easement remains in effect, Sound Transit shall operate, maintain, repair and replace that portion of its Light Rail Transit System located within the Easement Area in a good and serviceable condition and consistent with the prevailing standard for facilities located within the University’s Campus. Sound Transit’s obligations hereunder shall include, without limitation, all maintenance, repair and replacement requirements set forth in the MIA and MOA.

4. **FUTURE IMPROVEMENTS.** Except in the event of an emergency or an Exceedence, if, at anytime that this Transportation Easement remains in effect, Sound Transit desires to construct new or additional transportation facilities within the Easement Area or to undertake major repairs of a capital nature or replacement of all or any part of the Light Rail Transit System within the Easement Area, Sound Transit shall provide University with written notice of its proposed project ("Proposed Project") together with detailed plans and specifications. Sound Transit shall not undertake any such Proposed Project until such time as University has reviewed and approved the plans and specifications in a manner generally consistent with the review and approval process for the original Project as more specifically set forth in the MIA and MOA. Maintenance
and repair of the Light Rail Transit System of a customary and ordinary nature shall not be subject to the requirements of this Section 4.

4.1 **Ownership of Improvements.** Except in connection with the restoration of University facilities as part of the Project, all structures, materials, facilities, mechanical and electrical systems, utilities, equipment, furnishings or improvements of any kind that are acquired, constructed, or installed in or upon the Easement Areas by Sound Transit shall be and shall at all times remain the property of Sound Transit.

4.2 **Notice.** In the event that University approves of any Proposed Project, Sound Transit shall provide University not less than 90 days' written notice of its anticipated date for commencement of the work.

5. **COMPLIANCE.** Sound Transit shall comply with all statutes, ordinances, rules, regulations, orders and decisions issued by any federal, state or local governmental body or agency established thereby relating to Sound Transit’s exercise of its rights granted herein including use of University’s Property hereunder. Operation of the Project within the Easement Area is subject to the University’s approval as set forth in the MOA and MIA and the requirements of such Agreements including, without limitation, compliance with the applicable insurance, indemnification, Hazardous Materials, and non-hazardous waste management requirements set forth in the MOA.

6. **NO LIENS.** Sound Transit shall be solely responsible for all costs and expenses of its Light Rail Transit System. Neither Sound Transit nor Sound Transit’s agents have authority to subject University’s Property to any lien or other encumbrance for material, labor, or other charges relating to operation, maintenance, repair and replacement of its Light Rail Transit System hereunder or other acts pursuant to this Transportation Easement, and Sound Transit expressly agrees that it shall defend, indemnify and hold University harmless against any such lien as well as attorneys’ fees and other costs and expenses arising out of or incurred as a result of such liens, claims or other encumbrances.

7. **ASSIGNMENT.** Any assignment by Sound Transit of this Transportation Easement or any part hereof, whether voluntarily or by operation of law, is subject to the restrictions and conditions set forth in the MIA and MOA.

8. **SUCCESSORS.** Subject to the restrictions of Section 7 above, this Transportation Easement shall be binding upon the legal representatives, successors and assigns of Sound Transit and the University.

9. **AMENDMENT.** This instrument may be amended only by a written instrument executed by both University and Sound Transit and recorded in the real
property records of King County. No waiver of any breach of any covenant or provision of this Transportation Easement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision in this Transportation Easement. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

10. **DISPUTE RESOLUTION; APPLICABLE LAW; VENUE.** Specific reference is made to the MIA and MOA with regard to dispute resolution, applicable law and venue provisions, all of which are specifically incorporated herein by this reference.

11. **CONSTRUCTION.** The Section headings throughout this Transportation Easement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Transportation Easement. Any reference herein to “days” means consecutive calendar days. All parties hereto have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

12. **NOTICE.** All notices or requests required or permitted under this Transportation Easement (a) shall be in writing, (b) shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier and (c) shall be deemed given when so delivered and received at the addresses shown in Section 13 below.

13. **CONTACT INFORMATION.** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations desired or required to be given under this Transportation Easement by either party to the other shall be in writing and shall be delivered as set forth in the above Section at the addresses set forth below:

**University:**

University of Washington
Real Estate Office
400 Skinner Building
1326 Fifth Avenue
Seattle, WA 98101-2604
Attn: Director

**Sound Transit:**

Sound Transit
Union Station
401 S. Jackson Street
Seattle, WA 98104-2826
Attn: Executive Director
With a copy to:
Sound Transit
Union Station
401 S. Jackson Street
Seattle, WA 98104-2826
Attn: General Counsel

14. EXECUTION. This Transportation Easement may be executed in counterparts.

EXECUTED as of the dates set forth below.

UNIVERSITY:

THE BOARD OF REGENTS OF
THE UNIVERSITY OF WASHINGTON

By
Name: __________________________
Its: __________________________
DATE: _________________________, 2007

APPROVED AS TO FORM:

________________________________________
Assistant Attorney General
State of Washington

SOUND TRANSIT:

CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY

By
Name: __________________________
Its: __________________________
DATE: _________________________, 2007
STATE OF WASHINGTON } ss.
COUNTY OF KING }

On this day personally appeared before me ____________,
to me known to be the ______________ of THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, the agency of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited partnership, for the uses and purposes therein mentioned, and on oath stated that s/he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of ________ , 2007.

Printed Name ____________________________
NOTARY PUBLIC in and for the State of Washington,
residing at ________________________________
My Commission Expires ____________________________

STATE OF WASHINGTON } ss.
COUNTY OF KING }

On this day personally appeared before me ______________,
to me known to be the ______________ of CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, the regional transit authority organized under the laws of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such ______________ , for the uses and purposes therein mentioned, and on oath stated that s/he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of ________ , 2007.

Printed Name ____________________________
NOTARY PUBLIC in and for the State of Washington,
residing at ________________________________
My Commission Expires ____________________________
EXHIBIT B

EASEMENT AREAS
TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT (SEGMENT 2)

<table>
<thead>
<tr>
<th>Grantor:</th>
<th>BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee:</td>
<td>CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY</td>
</tr>
<tr>
<td>Legal Description (abbreviated):</td>
<td></td>
</tr>
<tr>
<td>Additional on:</td>
<td>EXHIBIT A and EXHIBIT B</td>
</tr>
<tr>
<td>Assessor's Tax Parcel ID #:</td>
<td></td>
</tr>
<tr>
<td>Reference Nos. of Documents Released or Assigned:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

THIS TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT ("Construction Easement") is dated for reference purposes 2007 and is made by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, an agency of the State of Washington ("University"), and CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under the laws of the State of Washington ("Sound Transit").

RECITALS

A. Sound Transit is developing a high capacity transit service in the central Puget Sound region which will include a light rail system ("Light Rail Transit System").
B. The portion of the University’s campus in Seattle, Washington, relevant to this Construction Easement, is commonly referred to as "Section 16" and is fully described in RCW 28B.20.340 ("University’s Seattle Campus"). The University’s Seattle Campus is part of the real estate controlled by The Board of Regents of the University of Washington ("University Property") and may not be sold or condemned.

C. Sound Transit proposes to construct a portion of its Light Rail Transit System ("Project") through a portion of the University’s Seattle Campus. The Project will include the construction of an underground station near Husky Stadium ("University of Washington Station") and is intended to provide transit service to and from the University’s Seattle Campus.

D. The Project planned for construction and operation within the University’s Seattle Campus is generally depicted on the attached EXHIBIT A and is comprised of two segments. The first segment of the Project is that portion of the Light Rail Transit System to be constructed from downtown Seattle to and including the University of Washington Station and that will be located within the University’s Seattle Campus ("Segment 1"). The second segment of the Project is that portion of the Light Rail Transit System to be constructed from the University of Washington Station toward Northgate and that will be located within the University’s Seattle Campus ("Segment 2").

E. This Construction Easement is made with respect to areas of the University’s Seattle Campus that Sound Transit will temporarily occupy during its construction of Segment 2 of the Project. In addition to this Construction Easement, the parties have entered into Transportation Easements with respect to areas of the University’s Seattle Campus where Sound Transit will install and operate permanent facilities associated with the Project.

F. University and Sound Transit initially entered into a Memorandum of Agreement dated as of July 12, 2000 ("MOA") with regard to Sound Transit’s access to and use of University Property in connection with the construction of the Light Rail Transit System. Subsequently, University and Sound Transit entered into a Master Implementation Agreement dated as of ______________ 2007 ("MIA") governing Sound Transit’s entry on and use of University Property for the purpose of designing, constructing, operating, monitoring and maintaining the Light Rail Transit System.

G. University has evaluated the proposed Project and has determined that the Project will ultimately benefit the University, its students, faculty and staff by providing rapid transit services. Accordingly, the University has determined that it has the authority to grant the Easement set forth herein so long as Sound Transit’s exercise of such Easement is conditioned so as to not interfere with the University’s mission of teaching, research and service, all as more particularly described in the MOA and MIA.
H. Sound Transit desires to obtain this Construction Easement from University for construction of the Project and University is willing to grant this Construction Easement on the terms and conditions set forth herein.

I. All capitalized terms used in this Construction Easement and not otherwise defined shall have the meaning given to them in the MIA and MOA.

AGREEMENTS

In consideration of the public good, mutual benefits and other good and valuable consideration, receipt of which are hereby acknowledged, the parties agree as follows:

1. TEMPORARY CONSTRUCTION EASEMENT. University hereby grants to Sound Transit, its employees, agents and contractors, in connection with the Sound Transit’s Light Rail Transit System, this Construction Easement over, under, through, and across those portions of the University’s Seattle Campus legally described on EXHIBIT C (“Easement Areas”) for all purposes necessary to the construction of the Project, provided that all construction undertaken pursuant to this Construction Easement shall be strictly in accordance with the plans and specifications previously reviewed and approved by University in accordance with the MIA and MOA.

1.1. Boundaries of Easement Areas. In recognition of the fact that some of the Easement Areas may be partially or completely subterranean and do not include surface rights, the legal descriptions of the Easement Areas attached hereto as EXHIBIT B shall describe both horizontal and vertical boundaries of such Areas; provided, however, that if an upper and/or lower boundary is not indicated, such Easement Area shall be deemed to go to the upper and/or lower limits of legal ownership.

1.2. Ingress and Egress across University’s Seattle Campus. University hereby grants to Sound Transit rights of ingress and egress across, over, and through the University’s Seattle Campus, as reasonably necessary to use the Easement Areas for the purposes identified herein. The location and applicable terms of such ingress and egress shall be as reasonably approved by the University from time to time.

1.3. Limits on Time for Occupancy of Easement Areas. Not all of the Easement Areas will be available to Sound Transit throughout the term of this Construction Easement. Without limitation, Section 4.3 of the MIA limits the total above-ground areas east of Mountlake Boulevard which may be occupied and further limits the time during which such Easement Areas may be occupied.

1.4. Incorporation of MIA and MOA. This Construction Easement shall be subject to, and interpreted with reference to, the terms and conditions of the MIA and MOA, as they may be subsequently amended. Such documents are incorporated herein by this reference. Any specific reference to the MOA and/or MIA herein is not
intended to diminish or otherwise affect the general incorporation of the MOA and MIA herein. Copies of the MOA and the MIA may be obtained from the University's Real Estate Office.

1.5. **University’s Reservation of Rights.** University hereby reserves all rights with regard to the Easement Areas that are not inconsistent with Sound Transit’s use of the Easement Areas in accordance with the terms and conditions set forth in this Construction Easement and the MIA and MOA. In no event shall the University's exercise of such reserved rights prevent or hinder Sound Transit's use and enjoyment of the rights granted hereunder. University shall endeavor to provide Sound Transit an opportunity to review and comment on proposed construction to be undertaken by the University in areas above Sound Transit's subterranean facilities to reduce the risk that such facilities might be harmed by excavation or other construction activities.

1.6. **Ownership of Improvements.** Except in connection with the restoration of University facilities as part of the Project, all structures, materials, facilities, mechanical and electrical systems, utilities, equipment, furnishings or improvements of any kind that are acquired, constructed or installed in or upon the Easement Areas by Sound Transit shall be and shall at all times remain the property of Sound Transit.

1.7. **Mitigation.** Reference is hereby made to the MOA and MIA with regard to the obligations of Sound Transit with respect to mitigation of the impacts of the Project on University’s Property.

1.8. **Restoration.** Sound Transit is responsible for restoration of the Easement Areas at its expense and subject to the University’s approval of design and final restoration plans.

2. **TERM.** This Construction Easement shall be effective as of the date of its mutual execution by the parties and shall terminate on the earlier of (a) January 1, 2020 or (b) the date upon which Sound Transit completes all construction and related work in accordance with the approved plans for Segment 2. Sound Transit shall provide written notice to the University in recordable form of termination of this Construction Easement when the work hereunder is complete.

3. **USE.** This Easement is granted for the exclusive use and benefit of Sound Transit, and solely for the purposes set forth.

4. **NOTICE; PERFORMANCE OF WORK.** The performance of the construction and installation of the Project is at times referred to herein as the “Work.” Sound Transit shall provide University not less than 90 days’ written notice of its anticipated date for commencement of the Work Sound Transit shall keep the Easement
Areas in an orderly condition consistent with the standards of good workmanship applicable to comparable projects and as otherwise provided in the MIA and MOA.

5. **COMPLIANCE.** Sound Transit shall comply with all statutes, ordinances, rules, regulations, orders and decisions issued by any federal, state or local governmental body or agency established thereby relating to Sound Transit’s Work and/or use of University’s Property hereunder. Construction of the Project within the Easement Area is subject to the University’s approval as set forth in the MOA and MIA and the requirements of such Agreements including, without limitation, compliance with the applicable insurance, indemnification and Hazardous Materials and non-hazardous waste management requirements set forth in the MOA.

6. **NO LIENS.** Sound Transit shall be solely responsible for all costs and expenses of the Work. Neither Sound Transit nor Sound Transit’s agents have authority to subject University’s Property to any lien or other encumbrance for material, labor, or other charges relating to performance of the Work or other acts pursuant to this Construction Easement, and Sound Transit expressly agrees that it shall defend, indemnify and hold University harmless against any such lien as well as attorneys’ fees and other costs and expenses arising out of or incurred as a result of such liens, claims or other encumbrances.

7. **AS-BUILT PLANS.** After completion of Segment 2 of the Project, Sound Transit shall deliver to University a copy of as-built plans, at no cost to University, showing the location of Segment 2 of the Project constructed on or under the University’s Seattle Campus.

8. **ASSIGNMENT.** Any assignment by Sound Transit of this Construction Easement or any part hereof, whether voluntarily or by operation of law, is subject to the restrictions and conditions set forth in the MIA and MOA.

9. **SUCCESSORS.** Subject to the restrictions of Section 8 above, this Construction Easement shall be binding upon the legal representatives, successors and assigns of Sound Transit and the University.

10. **AMENDMENT.** This instrument may be amended only by a written instrument executed by both University and Sound Transit and recorded in the real property records of King County. No waiver of any breach of any covenant or provision of this Construction Easement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision in this Construction Easement. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.
11. **DISPUTE RESOLUTION; APPLICABLE LAW; VENUE.** Specific reference is made to the MIA and MOA with regard to dispute resolution, applicable law and venue provisions, all of which are specifically incorporated herein by this reference.

12. **CONSTRUCTION.** The Section headings throughout this Construction Easement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Construction Easement. Any reference herein to “days” means consecutive calendar days. All parties thereto have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

13. **NOTICE.** All notices or requests required or permitted under this Construction Easement (a) shall be in writing, (b) shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier and (c) shall be deemed given when so delivered and received at the addresses shown in Section 22 below.

14. **CONTACT INFORMATION.** All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations desired or required to be given under this Construction Easement by either party to the other shall be in writing and shall be delivered as set forth in the above Section at the addresses set forth below:

**University:**
University of Washington  
Real Estate Office  
400 Skinner Building  
1326 Fifth Avenue  
Seattle, WA 98101-2604  
Attn: Director

**Sound Transit:**
Sound Transit  
Union Station  
401 S. Jackson Street  
Seattle, WA 98104-2826  
Attn: Executive Director

**With a copy to:**
Sound Transit  
Union Station  
401 S. Jackson Street  
Seattle, WA 98104-2826  
Attn: General Counsel
15. EXECUTION. This Construction Easement may be executed in counterparts.

EXECUTED as of the dates set forth below.

UNIVERSITY:

THE BOARD OF REGENTS OF
THE UNIVERSITY OF WASHINGTON

By ____________________________
Name: _______________________
Its: _______________________
DATE: ________________, 2007

APPROVED AS TO FORM:

____________________________________
Assistant Attorney General
State of Washington

SOUND TRANSIT:

CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY

By ____________________________
Name: _______________________
Its: _______________________
DATE: ________________, 2007
STATE OF WASHINGTON
COUNTY OF KING

} ss.

On this day personally appeared before me ________________________, to me known to be the __________________ of THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, the agency of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited partnership, for the uses and purposes therein mentioned, and on oath stated that s/he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of ________, 2007.

Printed Name ________________________

NOTARY PUBLIC in and for the State of Washington, residing at ________________________

My Commission Expires ________________________

STATE OF WASHINGTON
COUNTY OF KING

} ss.

On this day personally appeared before me ________________________, to me known to be the __________________ of CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, the regional transit authority organized under the laws of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such ____________________, for the uses and purposes therein mentioned, and on oath stated that s/he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of ________, 2007.

Printed Name ________________________

NOTARY PUBLIC in and for the State of Washington, residing at ________________________

My Commission Expires ________________________
EXHIBIT A

SOUND TRANSIT PROJECT
TRANSPORTATION EASEMENT
(SEGMENT 2)

Grantor: BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON
Grantee: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
Legal Description (abbreviated): 
☑ Additional on: EXHIBIT A and EXHIBIT B
Assessor's Tax Parcel ID #: 
Reference Nos. of Documents Released or Assigned: N/A

THIS TRANSPORTATION EASEMENT is dated for reference purposes 
2007 (“Transportation Easement”) and is made by and between 
THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, an 
agency of the State of Washington (“University”), and CENTRAL PUGET SOUND 
REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under the 
laws of the State of Washington (“Sound Transit”).

RECITALS

A. Sound Transit is developing a high capacity transit service in the central Puget Sound region which will include a light rail system (“Light Rail Transit System”).
B. The portion of the University’s campus in Seattle, Washington, relevant to this Transportation Easement, is commonly referred to as "Section 16" and is fully described in RCW 28B.20.340 ("University’s Seattle Campus"). The University’s Seattle Campus is part of the real estate controlled by The Board of Regents of the University of Washington ("University Property") and may not be sold or condemned.

C. Sound Transit proposes to construct and operate a portion of its Light Rail Transit System ("Project") through a portion of the University’s Seattle Campus. The Project will include an underground station near Husky Stadium ("University of Washington Station") and is intended to provide transit service to and from the University’s Seattle Campus.

D. The Project planned for the University’s Seattle Campus is depicted on the attached EXHIBIT A and is generally comprised of two segments. The first segment of the Project is that portion of the Light Rail Transit System that will run from downtown Seattle to and including the University of Washington Station and that will be located within the University’s Seattle Campus ("Segment 1"). The second segment of the Project is that portion of the Light Rail Transit System that will run from the University of Washington Station toward Northgate and that will be located within the University’s Seattle Campus ("Segment 2").

E. This Transportation Easement is made with respect to areas of the University’s Seattle Campus in which Sound Transit will implement permanent facilities as part of Segment 2 of the Project. In addition to this Transportation Easement, the parties have entered into a Transportation Easement with respect to areas of the University’s Seattle Campus in which Sound Transit will implement permanent facilities as part of Segment 2 of the Project and a Temporary Construction Easement and Agreement with respect to areas of the University’s Seattle Campus that Sound Transit will use to construct the permanent facilities associated with the Project.

F. University and Sound Transit initially entered into a Memorandum of Agreement dated as of July 12, 2000 ("MOA") with regard to Sound Transit’s access to and use of University Property in connection with the construction of the Light Rail Transit System. Subsequently, University and Sound Transit entered into a Master Implementation Agreement dated as of January 7, 2007 ("MIA") governing Sound Transit’s entry on and use of University Property for the purpose of designing, constructing, operating, monitoring and maintaining the Light Rail Transit System.

G. University has evaluated the proposed Project and has determined that the Project will ultimately benefit the University, its students, faculty and staff by providing rapid transit services. Accordingly, the University has determined that it has the authority to grant the Easement set forth herein so long as Sound Transit’s exercise of such Easement is conditioned so as to not interfere with the University’s mission of teaching, research and service, all as more particularly described in the MOA and MIA.
H. Sound Transit desires to obtain this Transportation Easement from
University to implement the Project and University is willing to grant such
Transportation Easement on the terms and conditions set forth herein.

I. All capitalized terms used in this Transportation Easement and not
otherwise defined shall have the meaning given to them in the MIA.

AGREEMENTS

In consideration of the public good, mutual benefits and other good and valuable
consideration, receipt of which are hereby acknowledged, the parties agree as follows:

1. TRANSPORTATION EASEMENT. University hereby grants to
Sound Transit, its employees, agents, contractors, and invitees, in connection with its
Light Rail Transit System, this Transportation Easement over, under, through and across
those portions of the University’s Seattle Campus legally described on EXHIBIT C
(“Easement Areas”) for all purposes necessary to Sound Transit’s construction,
operation, testing, maintenance, use, modification, monitoring, repair and replacement of
the Project as designed, constructed, operated, maintained, repaired and replaced in
accordance with the terms and conditions of the MIA, the MOA and the plans and
specifications previously reviewed and approved by the University.

1.1. Boundaries of Easement Areas. In recognition of the fact that
some of the Easement Areas may be partially or completely subterranean, the legal
descriptions of the Easement Areas attached hereto as EXHIBIT B shall describe both
horizontal and vertical boundaries of such Areas; provided, however, that if an upper
and/or lower boundary is not indicated, such Easement Area shall be deemed to go to the
upper and/or lower limits of legal ownership.

1.2. Ingress and Egress across University’s Seattle Campus.
University hereby grants to Sound Transit rights of ingress and egress across, over, and
through the University’s Seattle Campus, as reasonably necessary to use the Easement
Areas for the purposes identified herein. The location and applicable terms of such
ingress and egress shall be as reasonably approved by the University from time to time.

1.3. Term. This Transportation Easement shall be effective as of the
date of its mutual execution by the parties. Thereafter, this Transportation Easement
shall remain in effect for so long as it is used by Sound Transit for transportation
purposes.

1.4. Incorporation of MIA and MOA. This Transportation Easement
shall be subject to, and interpreted with reference to, the terms and conditions of the MIA
and MOA, as they may be subsequently amended. Such documents are incorporated
herein by this reference. Any specific reference to the MOA and/or MIA herein is not
intended to diminish or otherwise affect the general incorporation of the MOA and MIA herein. Copies of the MOA and the MIA may be obtained from the University's Real Estate Office.

1.5. University's Reservation of Rights. University hereby reserves all rights with regard to the Easement Areas that are not inconsistent with Sound Transit's use of the Easement Areas in accordance with the terms and conditions of this Transportation Easement. In no event shall the University's exercise of such reserved rights prevent or hinder Sound Transit's use and enjoyment of the rights granted hereunder. University shall endeavor to provide Sound Transit an opportunity to review and comment on proposed construction to be undertaken by the University in areas above Sound Transit's subterranean facilities to reduce the risk that such facilities might be harmed by excavation or other construction activities.

1.6. Mitigation. Reference is hereby made to the MOA and MIA with regard to the obligations of Sound Transit with respect to mitigation of the impacts of the Project on University’s Property.

1.7. Restoration. Sound Transit is responsible for restoration of the Easement Areas at its expense and subject to the University’s approval of design and final restoration plans.

2. USE. This Easement is granted for the exclusive use and benefit of Sound Transit, and solely for the purposes set forth herein.

3. MAINTENANCE. For so long as this Transportation Easement remains in effect, Sound Transit shall operate, maintain, repair and replace that portion of its Light Rail Transit System located within the Easement Area in a good and serviceable condition and consistent with the prevailing standard for facilities located within the University’s Campus. Sound Transit’s obligations hereunder shall include, without limitation, all maintenance, repair and replacement requirements set forth in the MIA and MOA.

4. FUTURE IMPROVEMENTS. Except in the event of an emergency or an Exceedence, if, at anytime that this Transportation Easement remains in effect, Sound Transit desires to construct new or additional transportation facilities within the Easement Area or to undertake major repairs of a capital nature or replacement of all or any part of the Light Rail Transit System within the Easement Area, Sound Transit shall provide University with written notice of its proposed project (“Proposed Project”) together with detailed plans and specifications. Sound Transit shall not undertake any such Proposed Project until such time as University has reviewed and approved the plans and specifications in a manner generally consistent with the review and approval process for the original Project as more specifically set forth in the MIA and MOA. Maintenance
and repair of the Light Rail Transit System of a customary and ordinary nature shall not be subject to the requirements of this Section 4.

4.1 Ownership of Improvements. Except in connection with the restoration of University facilities as part of the Project, all structures, materials, facilities, mechanical and electrical systems, utilities, equipment, furnishings or improvements of any kind that are acquired, constructed, or installed in or upon the Easement Areas by Sound Transit shall be and shall at all times remain the property of Sound Transit.

4.2 Notice. In the event that University approves of any Proposed Project, Sound Transit shall provide University not less than 90 days’ written notice of its anticipated date for commencement of the work.

5. COMPLIANCE. Sound Transit shall comply with all statutes, ordinances, rules, regulations, orders and decisions issued by any federal, state or local governmental body or agency established thereby relating to Sound Transit’s exercise of its rights granted herein including use of University’s Property hereunder. Operation of the Project within the Easement Area is subject to the University’s approval as set forth in the MOA and MIA and the requirements of such Agreements including, without limitation, compliance with the applicable insurance, indemnification, Hazardous Materials, and non-hazardous waste management requirements set forth in the MOA.

6. NO LIENS. Sound Transit shall be solely responsible for all costs and expenses of its Light Rail Transit System. Neither Sound Transit nor Sound Transit’s agents have authority to subject University’s Property to any lien or other encumbrance for material, labor, or other charges relating to operation, maintenance, repair and replacement of its Light Rail Transit System hereunder or other acts pursuant to this Transportation Easement, and Sound Transit expressly agrees that it shall defend, indemnify and hold University harmless against any such lien as well as attorneys’ fees and other costs and expenses arising out of or incurred as a result of such liens, claims or other encumbrances.

7. ASSIGNMENT. Any assignment by Sound Transit of this Transportation Easement or any part hereof, whether voluntarily or by operation of law, is subject to the restrictions and conditions set forth in the MIA and MOA.

8. SUCCESSORS. Subject to the restrictions of Section 7 above, this Transportation Easement shall be binding upon the legal representatives, successors and assigns of Sound Transit and the University.

9. AMENDMENT. This instrument may be amended only by a written instrument executed by both University and Sound Transit and recorded in the real
property records of King County. No waiver of any breach of any covenant or provision of this Transportation Easement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision in this Transportation Easement. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

10. DISPUTE RESOLUTION; APPLICABLE LAW; VENUE. Specific reference is made to the MIA and MOA with regard to dispute resolution, applicable law and venue provisions, all of which are specifically incorporated herein by this reference.

11. CONSTRUCTION. The Section headings throughout this Transportation Easement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Transportation Easement. Any reference herein to “days” means consecutive calendar days. All parties hereto have been represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

12. NOTICE. All notices or requests required or permitted under this Transportation Easement (a) shall be in writing, (b) shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier and (c) shall be deemed given when so delivered and received at the addresses shown in Section 13 below.

13. CONTACT INFORMATION. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations desired or required to be given under this Transportation Easement by either party to the other shall be in writing and shall be delivered as set forth in the above Section at the addresses set forth below:

University: University of Washington
Real Estate Office
400 Skinner Building
1326 Fifth Avenue
Seattle, WA 98101-2604
Attn: Director

Sound Transit: Sound Transit
Union Station
401 S. Jackson Street
Seattle, WA 98104-2826
Attn: Executive Director
With a copy to: Sound Transit
Union Station
401 S. Jackson Street
Seattle, WA 98104-2826
Attn: General Counsel

14. EXECUTION. This Transportation Easement may be executed in counterparts.

EXECUTED as of the dates set forth below.

UNIVERSITY:

THE BOARD OF REGENTS OF
THE UNIVERSITY OF WASHINGTON

By ______________________________ __
Name: ____________________________
Its: _____________________________
DATE: __________________________, 2007

APPROVED AS TO FORM:

______________________________
Assistant Attorney General
State of Washington

SOUND TRANSIT:

CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY

By ________________________________
Name: ____________________________
Its: _____________________________
DATE: __________________________, 2007
STATE OF WASHINGTON } ss.
COUNTY OF KING } ss.

On this day personally appeared before me ________________, to me known to be the __________ of THE BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON, the agency of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited partnership, for the uses and purposes therein mentioned, and on oath stated that s/he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of ________, 2007.

Printed Name
NOTARY PUBLIC in and for the State of Washington,
residing at ____________________________
My Commission Expires ____________________________

STATE OF WASHINGTON } ss.
COUNTY OF KING } ss.

On this day personally appeared before me ________________, to me known to be the __________ of CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, the regional transit authority organized under the laws of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such ________________, for the uses and purposes therein mentioned, and on oath stated that s/he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of ________, 2007.

Printed Name
NOTARY PUBLIC in and for the State of Washington,
residing at ____________________________
My Commission Expires ____________________________
EXHIBIT A

SOUND TRANSIT PROJECT
EXHIBIT B

EASEMENT AREAS
**Exhibit E**

to Master Implementation Agreement for Sound Transit Entry
To the University of Washington Seattle Campus

**Sound Transit Easements Square Footage**

<table>
<thead>
<tr>
<th>Description</th>
<th>Square Footage</th>
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<tr>
<td>Temporary Construction Easement Segment 1</td>
<td>302,500 square feet</td>
</tr>
<tr>
<td>East of Montlake Boulevard:</td>
<td>261,360 square feet</td>
</tr>
<tr>
<td>Northeast corner of Triangle:</td>
<td>22,690 square feet</td>
</tr>
<tr>
<td>North of Burke Gilman Trail:</td>
<td>18,440 square feet</td>
</tr>
<tr>
<td>Transportation Easement Segment 1</td>
<td>173,400 square feet</td>
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<tr>
<td>Temporary Construction Easement Segment 2</td>
<td>12,000 square feet</td>
</tr>
<tr>
<td>Transportation Easement Segment 2</td>
<td>285,000 square feet</td>
</tr>
</tbody>
</table>

*Land area totals above are rounded to the next nearest one hundred square feet.*
Appendix 2A: Deleted
Appendix 2B: Deleted
Appendix 3: Vibration and MF Letter of Concurrence for Certification Testing for University Link
November 20, 2015

Michael J. McCormick  
Associate Vice President, Capital Planning and Development  
University of Washington  
University Facilities Building, Suite 45  
Seattle, WA 98195-2205

Letter of Concurrence: Vibration and Magnetic Fields Certification Testing  
Acceptance and Approval to Commence Revenue Service for University Link  
(Transportation Easement – Segment 1)

Dear Mr. McCormick,

Sound Transit conducted Vibration and Magnetic Field (MF) Certification Testing as part of system integration testing for University Link (Transportation Easement – Segment 1). The purpose of this certification testing was to certify Sound Transit’s compliance with vibration and MF Thresholds established in the Parties’ Prior Agreements including the Master Implementation Agreement (section 4.1.3), MIA Amendment dated June 2014, and Certification Test Operating Agreement OA-2015.001. University of Washington personnel observed this testing.

This Letter of Concurrence memorializes and confirms (1) that the tests were performed in strict accordance with the Certification Test Operating Agreement, (2) that based on these test results and 2-year wear analysis Sound Transit operation of the light rail system will not exceed vibration and MF thresholds for at least two years following the commencement of Revenue Service, and (3) the University of Washington’s acceptance of Sound Transit’s vibration and MF certification test results.

A summary of results as reviewed by and agreed to by both Parties is below and attached:

Vibration

- The train vibration levels from U-Link Certification Testing were below the MIA thresholds at all four UW buildings where testing was performed. (See Attachment 1 for details.)
- The performance of the Permanent Vibration Monitoring System in the U-Link tunnel will be comparable to the performance of the Certification Test vibration monitors. (See Attachment 2 for details.)

Magnetic Field

- The MF levels directly attributable to the Light Rail System were below
the MIA thresholds at all three UW buildings where testing was performed (See Attachments 3 and 4 for details.)

The University’s signature below indicates that the University accepts Sound Transit Vibration and MF Certification Test Results and satisfies this portion of the MIA (section 4.1.3) for Sound Transit to commence revenue operation of University Link on Transportation Easement – Segment 1.

Sincerely,

[Signature]
Ahmad Fazel
Executive Director – Design, Engineering and Construction Management
Sound Transit

Date
11/20/15

Concurred:

[Signature]
Michael J. McCormick
Associate Vice President, Capital Planning and Development
University of Washington

Date
2/29/16

Enclosures (6):

Attachment 1: Vibration Threshold Compliance Testing at University of Washington Final Test Report, accepted November 5, 2015

Attachment 2: Comparison of Permanent Vibration Monitoring System to Certification Test Monitoring, dated November 19, 2015

Attachment 3: Sound Transit University Link Light Rail Extension Magnetic Field Certification Testing at the University of Washington Final Test Report, accepted October 22, 2015

Attachment 4: Sound Transit and the University of Washington Magnetic Field Certification Test Results Comparison and Acceptance table, signed November 3, 2015

Attachment 5: Sound Transit Rail Vibration: 2-Year Wear Allowance Memo, dated January 6, 2015

Appendix 4A: The University of Washington MF Monitoring Program Technical Specifications and Reference Document
Appendix 4A: The University of Washington MF Monitoring Program Technical Specifications and Reference Document

Introduction
The following content is to provide guidance to the development of the University’s MF Monitoring Program for University Link operations (Transportation Easement Segment 1). Technical details that are pertinent to this appendix are available in the following Reference Documents:

1. University of Washington’s Center on Human Development and Disability (CHDD), Basement Level 1 Floorplan, dated February 12, 2015.
7. Sound Transit’s University Link Light Rail Extension Magnetic Field Certification Testing at the University of Washington Test Plan, dated August 7, 2015.
8. UW Magnetic Field Monitoring of Sound Transit University-Link Light Rail Operations, dated January 8, 2016.

The University’s MF Monitoring Program will consist of both monitoring within specific University buildings, designated as MF Monitoring Sites, which are closest to the Link Light Rail alignment (see Figure 1 below). Additional monitoring will also be used below grade closer to the Link Light Rail alignment within a bore hole at the corner of Walla Walla way and Parking Lot C12 (see Figure 2 below). Data collected from each MF Monitoring Site and the Walla Walla Borehole will be used for evaluation to determine if a potential MF Suspected Exceedance is directly attributed to the Link Light Rail System.

MF Monitoring Sites
Three (3) University buildings and the Walla Walla borehole will be used as MF monitoring locations for Transportation Easement Segment 1. The Parties agree that monitoring of these buildings will be deemed representative of all the buildings listed in Exhibit B of the MIA Amendment in Appendix 1. MF measurement instrumentation will be permanently located inside each of the following University buildings listed below and as seen in Figure 1. A detailed
floorplan depicting where the monitoring equipment will be located within each building are listed as referenced documents within this appendix.

1. Center on Human Development and Disability (CHDD) (Ref 1.)
2. Surgery Pavilion (Ref 2.)
3. Wilcox Hall (Ref 3.)

The magnetometer sensors in all buildings will be permanently secured such that the orientation of the sensor will be set with “x” pointing east (towards the alignment), “y” pointing south, and “z” pointing down.

MF monitoring equipment will be located at the Walla Walla Borehole located on the corner of Walla Walla way and Parking Lot C12 as seen in Figure 2. A detailed drawing of the Walla Walla Borehole is attached as a referenced document (Ref 4.) within this appendix.
The magnetometer will be secured in a housing unit 50ft below the surface grade. The housing unit will hold the sensors in a fixed position such that the sensor is orientated with “x” pointing west (towards the alignment), “y” pointing south, and “z” pointing down.

**Data Sampling**
The sampling rate of the magnetometer may be configured as needed however, for the purposes of MF monitoring required for by the MIA (Appendix 1) for operations related to Sound Transit’s Link Light Rail System, data will be recorded locally at each MF Monitoring Site and the Walla Walla Borehole location at a minimum of 5 samples per second. This is the minimum granularity required to distinguish if a shift in magnetic fields is caused by Link Light Rail operations or from a local interference.

The University's MF Monitoring Program algorithm will have a *Trigger Event* value set that corresponds to the Threshold set for each building in the Exhibit B of the MIA in Appendix 1. Data samples collected that are below the *Trigger Event* will be averaged and reported to the *User Interface* in one minute intervals. Data samples collected that are above *Trigger Event* will be reported as a data dump of raw data at the sampling rate. A minimum of one minute duration, centered at the time of the *Trigger Event*, of raw data will be reported in the data dump to identify if the potential MF Suspected Exceedance is directly attributed to the Link Light Rail System.

Data, both average and raw, shall be stored for a minimum of two years and will be available for auditing. For the purposes of this document, data will be considered "real time" if reported to the *User Interface* within 150 minutes from the time in which the data sample was collected. Details specifying the logic for the *Trigger Event* and *User Interface* can be found in the University's MF Monitoring Program Software Description Document referenced within this Appendix (Ref 5).

**Equipment and Calibration**
The University's MF Monitoring Program will use the Barrington MAG-690 Magnetic Field Sensor or an equivalent measurement and collection equipment. Technical specifications of
the Barrington MAG-690 Magnetic Field Sensor are referenced document within this appendix (Ref 6.). All equipment will be calibrated in accordance with the manufacturers’ recommendations. In addition, all equipment at all MF Monitoring Sites and the Walla Walla Borehole will be synchronized to Greenwich Mean Time (GMT), 12:00 AM PST equals 07:00 PM GMT to ensure date and time information is consistent for data output. Provisions will be made for continued coverage of MF monitoring during periods of time when monitoring equipment is being calibrated and recertified. A record of calibration certificates will be kept for a minimum of five years and will be available for auditing.

Evaluation Criteria and Reporting
The University’s MF Monitoring Program’s current application will collect and analyze all data samples at each MF Monitoring Site following the logic depicted below (see Figure 3 below) prior to alerting Sound Transit of an MF Suspected Exceedance.

**Figure 3: University’s MF Monitoring Program Flow Chart**

The University’s MF Monitoring Program is responsible for directly attributing an MF Suspected Exceedance to the operation of the Link Light Rail System. To do so, the application will first process the data samples as described in the previous subsection, Data Sampling, to determine
if there is a potential MF Suspected Exceedance. If a *Trigger Event* occurs at an MF Monitoring Site, a potential MF Suspected Exceedance is identified and tagged as an *Event Detected*.

Any *Event Detected* is then evaluated using a minimum of three (3) criterion points. The established minimum criterion described below will be used to attribute the *Event Detected* to the operation of the Link Light Rail System and in an effort to minimize false alarms from localized interference. Following the commencement of Pre-Revenue and Revenue Service of University Link (Transportation Easement Segment 1), the University may add additional evaluation criterion to the application which would be appended to this appendix.

The University’s MF Monitoring Program will utilize the same methodology for determining the Max Peak Value (MG) that was utilized for University Link Certification Testing for Determining Magnetic Fields from Light Rail Vehicles when analyzing data. This recommended guide is detailed in Appendix A of Sound Transit’s University Link Light Rail Extension Magnetic Field Certification Testing at the University of Washington Test Plan which is referenced (Ref 7.) within this appendix. Any *Event Detected* at an MF Monitoring Sites will be evaluated using a minimum of three criterion depicted in Figure 5 and described below.

![Figure 4: Evaluation Criterion](image)

**Evaluation Criteria 1 - Correlation of *Trigger Event* between MF Monitoring Sites**

The time stamp for each data sample collected at the MF Monitoring Site which set the *Trigger Event* will be compared to the data samples collected at the remaining MF Monitoring Sites and the Walla Walla Borehole. If the data sample with the *Trigger*
Event correlates with an increase in MF shift at one other location, Evaluation Criteria 1 will be deemed accepted and the data will then be assessed for Evaluation Criteria 2, otherwise it is rejected and the Trigger Event will not be confirmed as a potential MF Suspected Exceedance.

Evaluation Criteria 2 - Correlation of Magnitude of the MF Shift at Walla Walla Borehole
The magnitude of the MF shift data sample collected at the MF Monitoring Site which set the Trigger Event will be compared to the magnitude of the MF shift recorded at the Walla Walla Borehole for the same time stamp. If the magnitude of MF Shift at the Walla Walla Borehole is greater than a pre-determined value (i.e. 6 MG) which would project a theoretical magnitude MF shift at the respective MF Monitoring Site where the Trigger Event occurred at the same time, then Evaluation Criteria 2 will be deemed accepted and the data will then be assessed for Evaluation Criteria 3, otherwise it is rejected and the Trigger Event will not be confirmed as a potential MF Suspected Exceedance. Details of the MF prediction values between the Walla Walla Borehole and the MF Monitoring Sites are referenced (Ref 8.) within this appendix.

Evaluation Criteria 3 - Wave Shape Comparison
Utilizing the one minute of raw data from the data dump at the MF Monitoring Sites, the data will be graphically represented and compared to graphical representations of other known MF local sources. These graphical representations will be developed as the University’s MF Monitoring Program is developed further following Revenue Service. Details of the wave shapes for local MF sources which will be used for comparison to the Trigger Event wave shape are described, detailed, and referenced (Ref 8.) within this appendix.

Data that satisfies all three Evaluation Criterion will be tagged as a Suspected Exceedance. The University may choose to expand, improve upon, or add additional evaluation criteria in future development of its MF Monitoring Program.

Data that is tagged as Suspected Exceedance will be assessed by the application for tunnel Bore Distinction of where the Suspected Exceedance occurred. Tunnel Bore Distinction will include the differentiation between a single bore or two bores. The application will further differentiate the Bore Distinction of a single bore between the Northbound or Southbound bore. If the application is unable to determine a Bore Distinction, the application will default to an “unknown” Bore Distinction. The data for the Suspected Exceedance will also be tagged with the Bore Distinction. Details specifying the logic for the Bore Distinction can be found in the University’s MF Monitoring Program Software Description Document referenced within this Appendix (Ref 5).

The application will assess the Suspected Exceedance to determine if the Event Type is Repeatable or an Isolated Event. The application will only assess tagged Suspected Exceedances that have met the minimum Evaluation Criterion for an Event Type. If more than one (1) Suspected Exceedance occurs within 150 minutes from the time of occurrence of the first
Suspected Exceedance, the Event Type will be considered Repeatable. If only a single Suspected Exceedance occurs within 150 minutes, the Event Type will be considered an Isolated Event.

The application will have a Report Generator for Repeatable and Isolated Events that will be sent to alert Sound Transit’s Designated Representatives. If an Event Type is Repeatable, the Report Generator will immediately generate a report following the occurrence of a second Suspected Exceedance. The application’s Report Generator will include the following information for the different types of reports:

**Repeatable Event Report**
The following will be provided for each occurrence of a Suspected Exceedance:
- Date and Time
- MF Monitoring Site
- Max Peak Value (MG)
- Bore Distinction
- Raw Data (.csv files)

**Isolated Event Report**
- Date and Time
- MF Monitoring Site
- Max Peak Value (MG)
- Bore Distinction
- Raw Data (.csv files)

The application will also have ability to identify long term trends on an annual basis of increased average and Max Peak MF levels. The application will prepare a report that will be shared with Sound Transit. The report will be available two month after completion of the any 1 year period. Any trends directly attributable to the general degradation of the Light Rail Transit System will be identified in the report. The first trend report will be made available to Sound Transit after 14 months of revenue service.

**Reliability and User Interface**
The University’s MF Monitoring Program will have sufficient data collection and operation of its monitoring units to effectively determine threshold exceedances directly attributed to operations of the Link Light Rail System and for generating reports to alert Sound Transit of any Suspected Exceedances. The University’s MF Monitoring Program will be highly reliable and employ a user interface. Sound Transit will have access to the University’s MF Monitoring Program’s user interface but all raw data and information required by Sound Transit to confirm a Suspected Exceedance will be delivered through the Report Generator and not the user interface.
Appendix 4B: Sound Transit Vibration Monitoring Program Technical Specifications and Reference Document
Appendix 4B: Sound Transit Vibration Monitoring Program Technical Specifications and Reference Document

Introduction:

This Appendix documents the key features of Sound Transit’s Vibration Monitoring System for U-Link operations. More technical details that are pertinent to this appendix are available in the following Reference Documents:

5. Geophone Calibration Reports.
6. Accelerometer Calibration Reports.

A total of twelve permanent vibration monitoring system (VMS) units and three wheel flat detectors (WFD) are part of the vibration monitoring program for U-Link operations. Nine VMS units are located in the train tunnels within UW campus (see Figure 1). Three VMS units are located at Cross Passage CP 4 in the Capitol Hill area to collect long-term vibration data from the prototype floating slab and ultra-straight rail sections (see Figure 2). These three VMS units also have the potential to be used as an early warning device in lieu of the WFDs (see Figure 3). The U-Link vibration monitoring program has sufficient redundancy and the operation of all the monitoring units is not necessary to effectively determine threshold exceedances and generate alarms. A summary of the U-Link VMS units and the early warning devices are listed in Table 1.
Table 1: Summary of U-Link Vibration Monitoring and Early Warning Devices

<table>
<thead>
<tr>
<th>Abbreviated ID for Devices</th>
<th>Cabinet ID</th>
<th>Device Type</th>
<th>Unit Location</th>
<th>Group</th>
<th>Status Within Group</th>
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</thead>
<tbody>
<tr>
<td>WFD-1</td>
<td>C24-WFC-01</td>
<td>WFD-EWD</td>
<td>MLK</td>
<td>Early Warning</td>
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<tr>
<td>WFD-2</td>
<td>C16-WFC-01</td>
<td>WFD-EWD</td>
<td>Lander</td>
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<td>2-1</td>
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<td>VMS-EWD</td>
<td>CP 4</td>
<td></td>
<td>N/A</td>
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<td>2-2</td>
<td>N02-VCC-02</td>
<td>VMS-EWD</td>
<td>CP 4 Floating Slab</td>
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<td>CP 4 Ultra-straight rail</td>
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<td>4-1</td>
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<td>NB 1197+65</td>
<td>--</td>
<td>N/A</td>
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<td>4-3</td>
<td>N04-VCC-03</td>
<td>VMS</td>
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<td>NB Tunnel VMS Units</td>
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Notes:
Key Acronyms: **WFD** – Wheel Flat Detector; **VMS** – Vibration Monitoring System; **EWD** – Early Warning Device; **NB** – North Bound tunnel; **SB** – South Bound tunnel; **CP 4** – Cross Passage 4; **Floating Slab** – Prototype Floating Slab section in Capitol Hill; **Ultra-straight rail** – Prototype Ultra-straight rail section in Capitol Hill; **N/A** – Not Applicable.
Figure 1: VMS Units in the U-Link Tunnel near UW Station

Figure 2: VMS Units in the U-Link Tunnel near Capitol Hill
Early Warning Alarms

The early warning alarm system for U-Link means one of the three WFDs (WFD-1, WFD-2 and WFD-3) located on the north bound track. The early warning alarm system will have threshold settings calibrated to the vibration levels measured by the VMS units such that wheel conditions that have potential for exceedances would generate early warning alarms.

The Vibration Monitoring System (VMS) units located at CP4 (VMS 2-1, VMS 2-2 and VMS 2-3) may be used to generate early warning alarms for deviant vehicles if the units are equipped with appropriate software to generate alarms. If any of these VMS units are intended to be used for early warning alarm generation in lieu of WFDs, Sound Transit shall document that the VMS units are appropriately calibrated to perform this function and demonstrate it to University of Washington.

For the purposes of meeting the MIA requirements of an early warning alarm system, at least one functioning WFD or an appropriately calibrated VMS unit south of Montlake cut shall generate early warning alarms during U-Link operations.

The details of the WFDs and the VMS units are available in the latest version of the Final Design Document (Ref 1).

Raw Data

The 1-second maximum RMS vibration velocity level of an 8-second running average as programmed in the VMS units will be recorded during train events (Ref. 3). This data will be
stored for up to two years and will be available for auditing. The data will be used to assess potential Suspected Exceedances in real time. Real time for the purposes of this document means a time delay not greater than two minutes from the actual train event.

**Calibration**

The VMS units will be calibrated by the procedures detailed in the Operations and Maintenance Manual (Ref. 2). The VMS system and the geophones will be calibrated consistent with NIST standards or the equipment manufacturer’s recommendations, whichever is appropriate, at a minimum interval of once every two years. The minimum interval between two calibration cycles may be revised by Sound Transit in consultation with University of Washington after three years of U-Link operations.

**Long-term Trends**

Sound Transit will perform long-term trend analysis on an annual basis and prepare a report that will be shared with University of Washington. The report will be available two months after the completion of any one-year period. Any trends attributable to general degradation or improvement of the Light Rail Transit System will be identified in the report. The first trend report will be made available to University of Washington, after 14 months of revenue service.

**Minimum Number of VMS units to Ensure Reliable Monitoring of Vibration**

One monitor in each tunnel will be sufficient to provide reliable monitoring of potential vibration exceedances. The following are some additional details:

- Each tunnel has a group of four monitors.
- In the SB tunnel VMS 4-2 will be primary monitor and the NB tunnel VMS 5-2 will be the Primary monitor.
- The rest of the monitors in either group will act as Surrogates to the respective Primary monitor.
- One monitor in each group should be functional during train operations to provide reliable vibration monitoring.
- A portable monitoring unit may be deployed in lieu of the permanent VMS group in each tunnel for temporary periods of up to 6 months, if the portable monitoring unit is equipped with the same features as the VMS units, such as trigger setting for exceedances and pre-programmed transfer functions for each UW sensitive buildings.

**Transfer Function**

The transfer functions for each sensitive building from the VMS units are documented in a separate report (Ref. 4).
Appendix 5: Designated Representatives and Notification Methods
Appendix 5: Designated Representatives and Notification Methods

- Where notice is required under this O&M Agreement, the Parties shall communicate with the appropriate Designated Representatives, and by the method specified below.
- Communications should be sent to all appropriate Designated Representatives of the department specified to receive notice.
- Written notification includes notice transmitted via email.
- Amendment of appendices to this agreement must be by written agreement between Sound Transit’s Designated Representative(s) and the University’s Associate Vice President for Facilities Services.

### Designated Representatives

#### Sound Transit

<table>
<thead>
<tr>
<th>Department</th>
<th>Point of Contact</th>
<th>Telephone</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>DECM Systems Engineering and Integration</td>
<td>Magnetic Field Managers</td>
<td>206-903-7339</td>
<td><a href="mailto:SEIMFMManagers@soundtransit.org">SEIMFMManagers@soundtransit.org</a></td>
</tr>
<tr>
<td>DECM Structural and Civil Engineering Vibration Managers</td>
<td></td>
<td>206-903-7336</td>
<td><a href="mailto:SCEVibrationManagers@soundtransit.org">SCEVibrationManagers@soundtransit.org</a></td>
</tr>
<tr>
<td>KCM Link Operations</td>
<td>Link Control Center</td>
<td>206-205-8177</td>
<td><a href="mailto:linkcontrolcenter@kingcounty.gov">linkcontrolcenter@kingcounty.gov</a></td>
</tr>
<tr>
<td>ST Link Operations</td>
<td>Central Link Managers</td>
<td>206-903-7661</td>
<td><a href="mailto:CentralLinkManagers@soundtransit.org">CentralLinkManagers@soundtransit.org</a></td>
</tr>
</tbody>
</table>

#### University of Washington

<table>
<thead>
<tr>
<th>Department</th>
<th>Point of Contact</th>
<th>Telephone</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities Operations</td>
<td>James Morin, Facilities Operation – Civil</td>
<td>206-221-4387</td>
<td><a href="mailto:morinj@uw.edu">morinj@uw.edu</a></td>
</tr>
<tr>
<td>Facilities Operations</td>
<td>Cesar Escobar, Facilities GIS/GPS Specialist</td>
<td>206-221-4388</td>
<td><a href="mailto:cesare@uw.edu">cesare@uw.edu</a></td>
</tr>
<tr>
<td>Business Services</td>
<td>James A. Angelosante MBA, MSST Director, Finance and Business Services</td>
<td>206-685-6599</td>
<td><a href="mailto:angelosj@uw.edu">angelosj@uw.edu</a></td>
</tr>
<tr>
<td>Facilities Services</td>
<td>Charles Kennedy, Associate Vice President Facilities Services</td>
<td>206-685-1428</td>
<td><a href="mailto:kennecc@u.washington.edu">kennecc@u.washington.edu</a></td>
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## Methods of Notification

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<thead>
<tr>
<th>O&amp;M Section</th>
<th>Purpose</th>
<th>Notification</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1.3</td>
<td>Changes to UW MF Monitoring Program</td>
<td>Written – Proposed Amendment to Appendix 4A</td>
<td>Accepted changes to UW MF Monitoring Program</td>
</tr>
<tr>
<td>3.2.3</td>
<td>Changes to ST Vibration Monitoring Program</td>
<td>Written – Proposed Amendment to Appendix 4B</td>
<td>Accepted changes to ST Vibration Monitoring Program</td>
</tr>
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<td>3.4.1.2</td>
<td>Notification of MF Suspected Exceedance</td>
<td>Written and Verbal*</td>
<td>Acknowledgement of MF Suspected Exceedance</td>
</tr>
<tr>
<td>3.4.2.1.1</td>
<td>Sound Transit Notification of Vibration Suspected Exceedance</td>
<td>Written</td>
<td>University acknowledgement of Vibration Suspected Exceedance</td>
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<tr>
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<td>University Notification of Vibration Suspected Exceedance</td>
<td>Written and Verbal</td>
<td>Sound Transit acknowledgement of Vibration Suspected Exceedance</td>
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<td>Trend Summary Reports</td>
<td>Written – Vibration Trend Summary Report</td>
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### Notification

- **UW**
- **ST**
- **KCM Link**
- **ST Link Operations**
- **DECM**

### Response

- **ST**
- **UW**

*Verbal*
<table>
<thead>
<tr>
<th>Section</th>
<th>Content</th>
<th>Responsibility</th>
<th>Action</th>
<th>Details</th>
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<tr>
<td>3.6.2.2 and 3.6.2.3</td>
<td>Suspected Trend Report for Preliminary Notification</td>
<td>UW</td>
<td>Written</td>
<td>MF Trend Summary Report • DECM • ST Link Operations</td>
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<td>ST</td>
<td>Written – Vibration Trend Summary Report</td>
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<tr>
<td>3.6.3.2</td>
<td>Notification of Identified Trend</td>
<td>UW</td>
<td>Written</td>
<td>• DECM • ST Link Operations</td>
</tr>
<tr>
<td>ST</td>
<td>Written</td>
<td>Facilities Operations</td>
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<td></td>
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<tr>
<td>3.6.3.3 and Appendix 6B</td>
<td>Response to Notification of Identified Trend</td>
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<td>Written</td>
<td>SIAP Form • DECM • ST Link Operations</td>
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<td>Signed SIAP Form</td>
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<td>University Review and Comment of SIAP</td>
<td>UW</td>
<td>Written</td>
<td>comments (if applicable)</td>
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<td>Letter of Concurrence</td>
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UW: Written
ST: Written
DECM: Written
ST Link: Written
SIAP Form: Written
Signed SIAP Form: Written
Signed SIAP Form: Written
Signed Amendment to the SIAP: Written
Signed Letter of Concurrence: Written
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<th>Operations</th>
<th>Confirmation of Waived Liquidated Damages (See Below)</th>
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<td>Waived Liquidated Damages</td>
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<td>Waivable Liquidated Damages</td>
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<td>Written</td>
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<td>Payment of Liquidated Damages</td>
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<td>• DECM • ST Link Operations</td>
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<td>Dispute Resolution</td>
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<td>7.3</td>
<td>Amendments</td>
<td>UW</td>
<td>Written</td>
<td>• DECM • ST Link Operations</td>
<td>7.3</td>
<td>Response to Amendments (See Below)</td>
<td>ST</td>
<td>Signed Amendment</td>
</tr>
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<td>7.3</td>
<td></td>
<td>ST</td>
<td>Written</td>
<td>Facilities Services</td>
<td>7.3</td>
<td>Response to Amendments (See Above)</td>
<td>UW</td>
<td>Signed Amendment</td>
</tr>
<tr>
<td>Appendix 5</td>
<td>Contact List and Notification Methods</td>
<td>UW</td>
<td>Written</td>
<td>• DECM • ST Link Operations</td>
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<td>N/A</td>
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<td></td>
<td></td>
<td>ST</td>
<td>Written</td>
<td>Facilities Operations</td>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* Verbal notification may also include the use of a robocall and a touchtone response by the recipient(s).
Appendix 6A: Trend Flow Diagram
The following flow diagram is for reference purposes only and serves as supplemental material to the content detailed in Section 3.6. If a conflict occurs between this flow diagram and the content in Section 3.6, then the content in Section 3.6 will prevail.

** A detailed flow diagram for SIAP Implementation as it relates to Trend liquidated damages, Section 3.7.5, follows below.
Appendix 6B: SIAP Acceptance and Completion Form
Appendix 6B: System Improvement Action Plan Completeness and Acceptance Form

PURPOSE: The following form is to be used by the University of Washington to facilitate the determination of completeness and acceptance of the enclosed System Improvement Action Plan (SIAP) in response to a notification of an Identified Trend (Sections 3.6.3.2 and 3.6.3.3) per the requirements detailed the Operations and Maintenance (O&M) Agreement for Vibration and Magnetic Fields on University of Washington Transportation Easement (Segment 1).

REQUIREMENTS: The SIAP will be determined to be complete and acceptable if the content specified below, which is representative of the requirements in Section 3.6.3.3.1, are included in the submittal packet. Reviewers should note the following:

- The schedule for implementation of the SIAP must be within the 2-Year Trend Period which is defined as a 2-year period following notification of an Identified Trend.
- System improvements may include monitoring, routine maintenance, and operational measures as well as physical modifications to the Light Rail Transit System to be taken by Sound Transit. The means and methods in the SIAP to be used during the implementation process are at the sole discretion of Sound Transit.

RESPONSE: The University has 3 business days from the time of SIAP Submission, per Section 3.6.3.3.2, to confirm completeness of this plan and reply back to Sound Transit. If the University does not respond within that time, the SIAP is deemed complete. and the University will supply review comments within the allotted time specified below.

REVIEW and COMMENT: Upon completion of this form, the University has an additional 21 calendar days, per Section 3.6.3.3.3, to review and comment on the detailed content of the SIAP. Sound Transit will revise the SIAP where appropriate to integrate the University’s comments.
System Improvement Action Plan (SIAP)
Completeness and Acceptance Form

Notification Date: ____________________________________________

SIAP Submission Date: ____________________________________________

Date of Receipt: __________________________________________________

1. Did Sound Transit submit the SIAP within 90 days of the Notification Date?  ☐ Yes ☐ No ☐ N/A
   If not applicable (N/A), state the reason/s: ____________________________________________
   __________________________________________________________________________________

2. Did the SIAP contain the following minimum information:
   a. Description of the nature of the Trend ☐ Yes ☐ No ☐ N/A
   b. Identify system improvements, if any, necessary to Remedy the Identified Trend ☐ Yes ☐ No ☐ N/A
   c. Identify a schedule for implementation ☐ Yes ☐ No ☐ N/A
   d. Identify a budget for implementation ☐ Yes ☐ No ☐ N/A
   If not applicable (N/A), state the reason/s: ____________________________________________
   __________________________________________________________________________________

3. Did Sound Transit satisfy all the criteria listed in items 1 and 2?  ☐ Yes ☐ No

If item 3 was “Yes”, Sound Transit will have been deemed to have met the content requirements for SIAP completeness and acceptance. The University will notify Sound Transit via written response.

If item 3 was “No”, the SIAP is determined to be incomplete and not acceptable. The University will notify Sound Transit immediately via verbal and written response.

Reviewer Signature ______________________________________ Date ________________________________

---

Identified Trend
☐ Magnetic Fields
☐ Vibration
Appendix 7: Liquidated Damages Reference Chart
**Appendix 7: Vibration and Magnetic Fields Liquidated Damages Reference Chart**

The following flow chart is for reference purposes only and serves as supplemental material to the content detailed in Section 3.7. If a conflict occurs between this reference chart and the content in Section 3.7, then the content in Section 3.7 will prevail.

- All capitalized terms are as defined in UW LINK O&M Agreement
- For any given Threshold Exceedance, LDs may be assessed for either a “Confirmed Exceedance” (under #1 - #10) or “Trend Exceedance” (under #16), but not both.
- SIAP and Non-Trend Exceedance related LD’s (#12 and #13) are independent and may be assessed in conjunction with MF and Vibration-Related LDs (#1- #11)
- The basis for all costs, liquidated damages, payments and other financial terms of this Agreement not paid at the execution of this Agreement are in April, 2007 dollars; such amount shall be adjusted annually from the date of execution of the MIA by dividing the then current federal Consumer Price Index for All Urban Consumers for the Seattle Metropolitan Statistical Area by the April, 2007 index of 215.767. Such adjustment shall be calculated annually on the anniversary of the MIA and remain fixed until the next anniversary date. See O&M Agreement at 4.1.1 and MIA 3.7.

<table>
<thead>
<tr>
<th>A. MAGNETIC FIELD (MF) RELATED EVENT</th>
<th>LIQUIDATED DAMAGE(S) DUE</th>
<th>AGREEMENTS REFERENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>#1</strong> MF Confirmed Exceedance within first 7 consecutive Days</td>
<td>$10,000 per Day for each consecutive Day through Day 7 that a Confirmed Exceedance occurs</td>
<td>O&amp;M § 3.7.1.1 MIA 4.2.3.2</td>
</tr>
<tr>
<td>• Confirmed Exceedance caused by Infrastructure Failure</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>#2</strong> MF Confirmed Exceedance in one Tunnel on Day 8 and any consecutive Day thereafter</td>
<td>$100,000 per Day for each consecutive Day, excluding Days 1-7, that the Confirmed Exceedance occurs</td>
<td>O&amp;M § 3.7.1.2 MIA 4.2.3.2</td>
</tr>
<tr>
<td>• Confirmed Exceedance caused by same Infrastructure Failure as #1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• failure to Remedy w/in first 7 Consecutive Days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• occurs in only one Tunnel</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>#3</strong> MF Confirmed Exceedance in both Tunnels on Day 8 and any consecutive Day thereafter</td>
<td>$75,000 per Day for each consecutive Day, excluding Days 1-7, that a Confirmed Exceedance occurs</td>
<td>O&amp;M § 3.7.1.3 MIA 4.2.3.2</td>
</tr>
<tr>
<td>• Confirmed Exceedance caused by same Infrastructure Failure as #1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• failure to Remedy w/in first 7 Consecutive Days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• occurs in both Tunnels simultaneously</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Vibration Related Event</td>
<td>Liquidated Damage(s) Due</td>
</tr>
<tr>
<td>----</td>
<td>----------------------------------------------------------------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>#4</td>
<td>Vibration Confirmed Exceedance in one Tunnel on Day 1</td>
<td>$10,000</td>
</tr>
<tr>
<td></td>
<td>• Confirmed Exceedance caused by Infrastructure Failure</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• in only one Tunnel</td>
<td></td>
</tr>
<tr>
<td>#5</td>
<td>Vibration Confirmed Exceedance in one Tunnel on Day 2 and any consecutive Day thereafter</td>
<td>$100,000 per Day for each consecutive Day, excluding Day 1, that a Confirmed Exceedance occurs</td>
</tr>
<tr>
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<td>• Confirmed Exceedance caused by same Infrastructure Failure as in #4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• occurs after Day 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• in only one Tunnel and ST continues to use Tunnel</td>
<td></td>
</tr>
<tr>
<td>#6</td>
<td>Vibration Confirmed Exceedance in both Tunnels on Day 1</td>
<td>$10,000</td>
</tr>
<tr>
<td></td>
<td>• Confirmed Exceedance caused by Infrastructure Failure</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• in both Tunnels and ST continues to use either Tunnel</td>
<td></td>
</tr>
<tr>
<td>#7</td>
<td>Vibration Confirmed Exceedance in both Tunnels on Days 2 through 7</td>
<td>$10,000 per Day for each consecutive Day that a Confirmed Exceedance occurs</td>
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<tr>
<td></td>
<td>• Confirmed Exceedance caused by same Infrastructure Failure as #6</td>
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</tr>
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<td>• occurs on Days 2 through 7</td>
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</tr>
<tr>
<td></td>
<td>• in both Tunnels and ST continues to use either Tunnel</td>
<td></td>
</tr>
<tr>
<td>#8</td>
<td>Vibration Confirmed Exceedance in both Tunnels on Day 8 and any consecutive Days thereafter</td>
<td>$75,000 per Day for each consecutive Day thereafter, excluding Days 1-7, that a Confirmed Exceedance occurs</td>
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<td></td>
<td>• Confirmed Exceedance caused by same Infrastructure Failure as #6 and #7.</td>
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</tr>
<tr>
<td></td>
<td>• occurs on Day 8 or thereafter</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• in both Tunnels simultaneously and ST continued to use either Tunnels</td>
<td></td>
</tr>
<tr>
<td>#9</td>
<td>Vibration Confirmed Exceedance by Vehicle Failure</td>
<td>$10,000 per Confirmed Exceedance</td>
</tr>
<tr>
<td></td>
<td>• Confirmed Exceedance caused by Vehicle Failure</td>
<td></td>
</tr>
</tbody>
</table>
| #10 | **Vibration Confirmed Exceedance by Repeat Vehicle Failure**  
• Confirmed Exceedance caused by Vehicle Failure  
• caused by same failed component of the specific LRV as in #9 (unless that failed component or LRV has passed under the Transportation Easement (Segment 1) Area without a subsequent Confirmed Exceedance) | $50,000 per Confirmed Exceedance | O&M § 3.7.3.2  
MIA 2.2 and 4.5.3.1 |
| #11 | **Vibration Monitoring Program (VMP) Failure**  
• VMP inoperable (i.e., having not met all program requirements under UW LINK O&M § 3.2.a.) for more than 2 consecutive Days  
• Sound Transit continues to operate | $100,000 per Day for each consecutive Day thereafter, excluding Days 1-2, until the VMP is made operable | O&M § 3.7.4  
MIA 4.2.4 |
| #12 | **Failure to provide a complete and acceptable SIAP**  
• ST fails to provide complete and acceptable SIAP  
• Before end of 90-Days after notification of the Identified Trend | $5,000 per Day for each Day after notification of Identified Trend, excluding Days 1-90, until a complete and acceptable SIAP is received by UW | O&M § 3.7.5.1  
MIA 4.5.4.4 |
| #13 | **Failure to Implement SIAP or submit acceptable amendment, i.e. deviation from SIAP without communication to UW**  
• ST has failed to fully implement SIAP in accordance with scope/schedule and  
• ST has failed to receive UW concurrence of a complete and acceptable amended SIAP  
• At Expiration of 2-Year Trend Period | $20,000 per Day for each consecutive Day thereafter until SIAP is amended or is fully implemented | O&M § 3.7.5.2  
MIA 4.5.4.1 |
| #14 | **MF or Vibration Confirmed Exceedance during SIAP Implementation and during 2-Year Trend Period**  
• Confirmed Exceedance associated with the Identified Trend occurs within the 2-Year Trend Period  
• ST is in the process of implementing the SIAP in accordance with scope/schedule | $0 as Trend Exceedance; so long as the SIAP is being implemented in accordance with scope/schedule, no Trend LDs due; however, (1) LDs due for Confirmed Exceedance under #1-#10 above. | O&M § 3.7.5.3  
MIA 4.5.4 |
| #15 | MF or Vibration Confirmed Exceedance after full SIAP implementation and during 2-Year Trend Period  
• Confirmed Exceedance associated with the Identified Trend occurs within the 2-Year Trend Period  
• ST has fully implemented the SIAP in accordance with scope/schedule | $0 as Trend Exceedance; because the SIAP was fully implemented in accordance with the complete and accepted SIAP, the Trend is considered “remedied;” However, (1) Parties may initiate new Trend process and (2) LDs due for Confirmed Exceedance under #1-#10 above. | O&M § 3.7.5.3  
MIA 4.5.4 |
| #16 | MF or Vibration Trend Exceedance after 2-Year Trend Period without SIAP implementation  
• Confirmed Exceedance associated with the Identified Trend occurs during the 2-Year Trend Period and  
• Trend Exceedance occurs after the 2-Year Trend Period  
• ST has failed to fully implement SIAP  
• ST has failed to receive UW concurrence of an amended SIAP | $150,000 per Day for each Day of Trend Exceedance after 2 years _NOTE_: When this LD is assessed, LDs will not be assessed for same Confirmed Exceedance under #1-#10 above. | O&M § 3.7.5.4  
MIA 4.5.4.4 |
| #17 | Waived. The University shall waive liquidated damages for Threshold Exceedances that are planned for, scheduled, and approved by the University during Sound Transit’s maintenance and capital replacement. The University may not unreasonably without its approval. |  | O&M § 3.7.6.1  
MIA 4.1.1 |
| #18 | Waivable. The University may waive or reduce liquidated damages in the following circumstances:  
a. With written consent of the University, to allow defective LRV’s to pass through Transportation Easement 1 en route to a Light Rail Transit System repair facility;  
b. An Emergency; and  
c. Permission or waiver for any circumstances, including emergencies, by the Board of Regents. |  | O&M § 3.7.6.2  
MIA 4.5.3.1 |