Sound Transit / Board of Regents of the University of Washington
Operating Agreement for Parking

Sound Transit ("ST") and the Board of Regents of the University of Washington ("University"), (hereinafter referred to individually as "Party" and collectively as "Parties"), have executed a Memorandum of Agreement ("MOA") and a Master Implementation Agreement ("MIA"). The MIA broadly defines the conditions under which ST may have access to and use of University property. The MIA provides for execution of easements and operating agreements. The purpose of this Operating Agreement ("Agreement") is to facilitate Contractor parking arrangements as anticipated in Section 1.2 of the MIA.

The Parties agree as follows:

I. LEASE OF LAND

A. University agrees to lease to ST the property located South of the ST construction wall described as Parking Area 2 on the attached diagram (Exhibit 1, "Traylor Frontier Kemper South End Parking Option A, Exhibit B") for the sole purpose of constructing a temporary parking lot for ST contractors.

B. ST agrees to pay University $152,000 for the lease of the property described in Exhibit 1 from the date this Agreement is executed through April 30, 2013.

C. The Parties agree the lease of land under this Agreement is pursuant to Section 1.2 of the MIA and is not related to the "Time Limits" established in Section 4.3 of the MIA.

II. RIGHT AND RESPONSIBILITIES

A. ST is solely responsible for all permit requirements and other rules and regulations applicable to creating a parking lot on the leased lands. ST shall have no right to the parking area if permits or regulatory bodies prohibited the creation of a parking area.

B. At the conclusion of the use of the parking area, ST shall restore the area to the conditions described in Attachment A ("Traylor Frontier Kemper South End Parking Option A Restoration Drawing Exhibit C").

C. University shall have the right, in its sole discretion, to use any and all portions of the parking area described in Exhibit 1 for any purpose on football game days and two (2) special event days every year during the term of this Agreement.

UW's use is not pursuant to construction permits issued to Sound Transit by the City of Seattle.
D. Except as otherwise provided herein, the rights and responsibilities of the Parties shall be as set forth in the MIA and MOA.

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

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

By: 
Print Name: Ronald J. Weber
Title: Deputy Chief Executive Officer
Date: 5/19/10

BOARD OF REGENTS OF THE UNIVERSITY OF WASHINGTON

By: Jennette Henderson
Print Name: Jennifer Henderson
Title: Director of Real Estate
Date: 5/6/10
Existing soil
- 2-4" Compacted quarry spoils

UW Laydown Surface:
- 2-4" Compacted quarry spoils
- Mirafi HP-Series woven geotextile fabric
- Hog fuel
- Existing soil

Tree Protection Measures:
1. UW Laydown area detail will be applied for parking and driving surfaces.
2. Arborist to perform inspection every six months for signs of tree stress and make recommendations as necessary.

NOTES:
1. TNV Wall refers to Type 2 construction wall modified in Change Order 3.
2. Parking and driving surfaces to be covered with six inches of hog fuel, geotextile fabric, and six inches of 2-4" quarry spoils.
3. Erosion control measures (straw wattle) to be installed at base edge of barrier wall.

Area Calculations:
- Total area taken: 19,098 SF (UW Laydown Surface Requirements)
- Area within shoreline boundary: 19,098 SF
- Area within subsurface easement: 3,846 SF

City of Seattle
Sound Transit Authority
University Link Rail Project
Contract U220
RESTORATION MEASURES:
1. ALL MOLDED, CEMENT, & ROCK TO BE REMOVED AT PROJECT COMPLETION
2. DISTURBED AREA TO BE RESTORED PER SPEC 32 00 00 FOR PLANTING
3. DUG AREAS TO BE RESTORED TO EDD CONTRACT ISSUE
4. ALL IMPORTED 8" TO BE REPLACED PER SPECIFICATION 32 00 00

UWS SITE PARKING
SOUTH END PARKING OPTION A
Restoration Drawing
Exhibit C

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