

**A M E N D M E N T N U M B E R 1**

to

**T R A I L L E A S E**

THIS AMENDMENT NUMBER 1 (Amendment) to that certain Trail Lease entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) and CITY OF REDMOND, executed by WSDOT on January 7, 2016, and as further designated by WSDOT as Trail Lease TR-01-13381, I.C. No. 01-17-10996 is entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), and CITY OF REDMOND, a Washington State municipal corporation (TENANT).

**RECITALS**

A. WSDOT and TENANT entered into that certain Trail Lease designated by WSDOT as Trail Lease, I.C. No. 01-17-10996 (Lease) and executed by WSDOT on January 7, 2016.

B. **Section 28** of the Lease authorizes modification of the Lease by written amendment signed by both parties.

C. WSDOT and TENANT desire to amend the Lease to include:

(1) **EXHIBIT D** – TENANT's Letter of Acceptance;

(2) **EXHIBIT E** – Recorded easements from each abutting property owner where the Trail Facility leaves the Premises, conveying unrestricted ingress, egress and use of the Trail Facility to the public over the abutting property. The easements shall provide a connection from the Premises to another unrestricted public right of way;

(3) Amended **EXHIBIT B** – A completed plan change to **EXHIBIT B**, showing the Trail Facility's centerline relative to SR 520's centerline and all access breaks where the Trail Facility breaks SR 520's limited access; and

(4) Amended **EXHIBIT C** – A complete set of final dimensioned As-Built scale drawings, showing at least the information following: (i) the exact Premises and all of the Trail Facility's components, including but not limited to landscaping, lighting and drainage; (ii) plan ties to beginning and end of Trail Facility; (iii) pedestrian bridge profile, showing vertical distance from the underside of the pedestrian bridge to the paved surface of the SR 520 right of

way; and (iv) such other information as WSDOT may request. Acceptability of the As-Built drawings shall be determined solely by WSDOT.

### AGREEMENT

NOW, THEREFORE in consideration of the terms and conditions herein, the Lease is modified as follows:

1. All capitalized terms used herein but not defined herein have the respective meanings set forth in the Lease or, if not defined in the Lease, have their ordinary and usual meaning. All Section and Exhibit references herein, if any, are to the Sections and Exhibits of the Lease unless otherwise stated.
2. **Exhibit B** (completed plan change) is hereby replaced in its entirety by **Exhibit B-1** (completed plan change), which is attached hereto and by this reference incorporated herein.
3. **Exhibit C** (As-Built Plans) is hereby replaced in its entirety by **Exhibit C-1** (As-Built Plan), which is attached hereto and by this reference incorporated herein.
4. All references in the Lease to **Exhibits B** and **C** shall now mean **Exhibits B-1** and **C-1**.
5. **Exhibit D** (Letter of Acceptance) is hereby added to the Lease, and is attached hereto and by this reference incorporated herein.
6. **Exhibit E** (Easements) is hereby added to the Lease, and is attached hereto and by this reference incorporated herein.
7. **Section 2. TERM** is amended in its entirety to read as follows:  
  
    **2. TERM.** The term of this Lease shall COMMENCE ON January 24, 2024 (Commencement Date) and shall have a term of twenty (20) years.
8. The effective date of this Amendment is the first day of the month following execution by WSDOT.
9. All other terms and conditions of the Lease shall remain in full force and effect as modified by this Amendment. The provisions of the Lease, as modified by this Amendment, shall apply equally to any and all other provisions in the Amendment as though the modified provisions were original, but all of which together shall constitute one and the same instrument. In the event

of a conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall govern and control.

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IN WITNESS WHEREOF, the parties have caused this Amendment No.1 to be effective as of the last date written below.

Signatures:

Accepted and Approved by:

CITY OF REDMOND

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

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

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

Brian D. Nielsen

Title: \_\_\_\_\_

Title: Region Administrator, Northwest Region

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM

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

Assistant Attorney General

9/5

, 2020

## AGENCY ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(Signature)

(Print or type name)

Notary Public in and for the State of Washington  
residing at

My commission expires \_\_\_\_\_

## WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared Brian D. Nielsen, to me known to be the duly appointed Region Administrator, Northwest Region and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and on oath states that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signature)

Notary Public in and for the State of Washington

Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_