

A M E N D M E N T N U M B E R _ 3

to

TRAIL LEASE

THIS AMENDMENT NUMBER 3 (Amendment) to that certain Lease entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) and CITY OF REDMOND (TENANT), executed by WSDOT on January 7, 2016, and amended by Trail Lease Amendment Number 1, executed by WSDOT on June 6, 2019, and amended by Trail Lease Amendment Number 2, executed by WSDOT on December 27, 2019, and as further designated by WSDOT as Trail Lease TR-01-13382, I.C. No. 01-17-10997, is entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), and CITY OF REDMOND (TENANT), a Washington State municipal corporation .

RECITALS

A. WSDOT and TENANT entered into that certain Trail Lease designated by WSDOT as Trail Lease TR-01-13382, I.C. No. 01-17-10997 (Lease) and executed by WSDOT on January 7, 2016, and amended by Trail Lease Amendment Number 1, executed by WSDOT on June 6, 2019, and amended by Trail Lease Amendment Number 2, executed by WSDOT on December 27, 2019 .

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 provide a connection from the Premises to another unrestricted public right of way.

(3) Amended **EXHIBIT B-1** – A completed plan change to **EXHIBIT B-1**, 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-1** – A complete set of final dimensioned As-Built scale drawings, showing the following: (i) the exact Premises and all of the Trail Facility's components, including 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; and

D. WSDOT and TENANT desire to amend the Lease Premises to correspond with the As-Built scale drawings, and to update the access breaks necessary for the Lease.

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-1** and **Exhibit C-1** are replaced in their entirety by **Exhibit B-2** and **Exhibit C-2**, which are attached hereto and by this reference incorporated herein.
3. **Exhibit D** and **Exhibit E**, which are attached hereto, are added to this Lease and by this reference incorporated herein.
4. **Section 1. Premises** is amended in its entirety to read as follows:

1. Premises

A. WSDOT leases to TENANT, and TENANT hereby leases from WSDOT, the premises (Premises) located in the Northeast Quarter of the Northwest Quarter of Section 23, Township 25 North, Range 5 East, W.M., in the city of Redmond and known to be a portion of the highway right of way of SR 520, NE 40th St. Interchange, sheet 2 of 5 sheets approved on November 6, 1998, and as further shown hachured on **Exhibit B-2**.

B. The Premises is approximately 22,555 square feet. The underside of the pedestrian bridge structure with appurtenances is located above State Route (SR)

520 and shall be no less than 17.50 feet above the paved surface of the underlying SR 520 right of way (NAVD 1988), and no less than 13.00 feet above the existing WSDOT SR 520 paved trail.

C. The Premises leaves WSDOT right of way at STA. L 516+18 RT and STA. L 519+18 LT which enters onto private property. A new ADA pedestrian/bike ramp is at ground level at STA. L 520+06 LT, where there is an access break to enter onto an existing pedestrian/bike trail inside WSDOT right of way.

D. A filtration system is located on adjacent Central Puget Sound Regional Transit Authority (CPSRTA) property that is needed to manage water draining from the Premises. TENANT is authorized to operate the filtration system on CPSRTA property by easement granted under AFN 20240415000720. There are two (2) access breaks; one (1) at STA. L 517+95 RT and one (1) at STA. L 518+86 RT. These access breaks noted as Gate Restriction Note No. 9-shall be gated and locked when not in use. These access breaks allow TENANT to maintain the filtration system for the Premises.

5. **Section 2. TERM** is amended in its entirety to read as follows:

2. **TERM.** The term of this Lease shall COMMENCE ON 04/22/2024 (Commencement Date) and shall have a term of twenty (20) years.

5. The effective date of this Amendment is the first day of the month following execution by WSDOT.

6. 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. 3 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

11/26, 2024

AGENCY ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

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 _____)

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: _____