

TRAIL LEASE

THIS IS A TRAIL LEASE made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (hereinafter WSDOT), and CITY OF REDMOND (hereinafter TENANT).

WHEREAS, the land and premises to be leased are not presently needed by WSDOT exclusively for state highway purposes; and

WHEREAS, the TENANT desires to operate and maintain a trail segment under RCW 47.30 and this Lease as part of the TENANT's local comprehensive trail plan and/or a state or federal comprehensive trail plan, a component of the TENANT's transportation network providing active transportation use as an interim use until the land and premises to be leased are needed for a state highway purpose; and

WHEREAS, for the purpose of this Lease, the term Active Transportation has the same meaning as that term is defined by *the Washington State Active Transportation Plan 2020 and Beyond*, specifically, the use of human-scale and often human-powered means of travel to get from one place to another; includes walking, bicycling, using a mobility assistive or adaptive device such as a wheelchair or walker, using micromobility devices, and using electric-assist devices such as e-bikes and e-foot; and

WHEREAS, the premises to be leased to TENANT, being the trail segment under this Lease (used herein as reference to the trail facilities leased under RCW 47.30), will provide a connection within SR 520 and SR 202 for pedestrians, bicycles, non-motorized vehicles, and other active transportation modes, and thereby materially increase the safety of motorists traveling thereon.

WHEREAS, TENANT and the Central Puget Sound Regional Transit Authority (Sound Transit) entered into the Development Agreement for the Downtown Redmond Link Extension of 2019 attached as Exhibit D, where Sound Transit will construct a pedestrian trail with appurtenances (Trail Facility) on behalf of TENANT for connection to the Lake Sammamish Trail/RCC Connection SR 520 Undercrossing in the area of the SR 202/SR 520 interchange.

WHEREAS, WSDOT is granted authority to lease property under RCW 47.12.120, and WSDOT deems it to be in the public interest to enter into this Lease,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PREMISES

WSDOT leases to TENANT, and TENANT hereby leases from WSDOT, the premises located in the Northwest Quarter of Section 12, Township 25 North, Range 5 East, W.M., in the City of Redmond, King County and known to be a portion of the state highway right of way of **SAMMAMISH RIVER TO JCT. SR 202** highway plan approved April 30, 1993, last modified August 22, 2003 sheet **5** of **15** sheets, and as further described and/or shown hachured on **Exhibit A**, attached hereto and by this reference incorporated herein (the “Premises”). The Trail Facility to be constructed on the Premises shall be approximately 3,138 square feet.

The Trail Facility will be located within the Premises and shall consist of the at-grade portions of the trail as shown on Exhibit A and the Access Breaks attached as Exhibit B.

2. USE OF PREMISES

A. TENANT, its contractors, agents, employees, and permittees, shall have the right to enter the Premises for construction, operation, and maintenance activities as provided herein. No use other than construction, operation, and maintenance of a public pedestrian, bicycle, non-motorized vehicle, and other active transportation trail (the “Trail Facility”) is permitted without the prior written approval of WSDOT. TENANT expressly agrees that it will not charge others to use the Premises or Trail Facility. No motorized vehicles will be allowed on the Premises or Trail Facility except for TENANT’s maintenance vehicles and emergency vehicles responding to an emergency on the same. In using the Premises, TENANT shall comply with all applicable statutes, policies, and regulations, including, but not limited to the Scenic Vistas Act, RCW 47.42 et seq. and WAC 468-66 et seq., heretofore adopted or hereafter promulgated by WSDOT or the state legislature relative to the location, operation, and maintenance of the Trail Facility located on the Premises. No access to the Premises will be constructed or allowed to be constructed by or for TENANT without WSDOT’s prior written approval. Direct access to ramps or traveled lanes of state highways is not permitted. All grading and construction plans and any changes thereof are subject to approval by WSDOT.

B. TENANT will not allow third parties to use the Premises or Trail Facility as access to private property or improvements. Furthermore, in using the Premises, it is expressly agreed that TENANT shall:

(1) comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force; and

(2) secure all necessary permits and licenses for the uses of the Premises authorized in this Lease. TENANT hereby agrees to indemnify, defend and hold harmless WSDOT from all claims or suits resulting from TENANT's failure to comply with such requirements.

C. No signs, other than directional signs or that sign further described herein, are permitted. WSDOT owned fences in place at the time of execution of this Lease or relocated to separate the Premises from the traveled lanes of SR 520 or SR 202 will be maintained by WSDOT. Nothing is to be attached to WSDOT's fence without prior written approval. If any fence is damaged because of the activities authorized by this Lease, TENANT will promptly repair such damage at its cost to WSDOT's satisfaction.

D. Within thirty (30) calendar days of completion of construction of the Trail Facility, TENANT at its sole expense shall erect and maintain a permanent sign at all entrances to the Trail Facility located on WSDOT right of way, stating as follows:

"This Trail is located on state highway right of way under a Trail Lease between the City of Redmond and the Washington State Department of Transportation."

E. WSDOT does not warrant that the unconstructed state highway right of way is suitable for TENANT's purposes.

3. TERM

The term of this Lease is twenty (20) years (Initial Term), COMMENCING ON THE DATE OF EXECUTION OF THIS LEASE BY WSDOT (Commencement Date) and shall have a term of twenty (20) years.

4. RENEWAL

Upon expiration of the Initial Term, this Lease may be renewed by TENANT for two (2) additional ten (10) year periods, (Renewal Period), at the discretion of WSDOT; provided that, (A) TENANT is not in default and has not been in default during the term of this Lease; (B) the Premises are not needed for a priority transportation purpose, as determined by WSDOT; (C) TENANT's continued use under this Lease does not impair the safety or operation of WSDOT's

highway or facility, as solely determined by WSDOT; and (D) the terms and conditions of this Lease conform to then-existing applicable state policies or practices, laws, regulations, and contracts, or provided, TENANT is willing to amend this Lease to bring it into compliance with such policies, practices, laws, regulations, and contracts. The Renewal Period(s) shall be on the same terms and conditions as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts and as reflected in a written amendment signed by both parties. TENANT shall give written notice of its intent to renew this Lease for the Renewal Period(s) not less than ninety (90) calendar days, but not more than six (6) months, prior to the expiration of the then current term of the Lease.

5. HOLDING OVER

In the event TENANT shall hold over or remain in possession of the Premises with the consent of WSDOT after the expiration of the stated term of this Lease, such holding over period or continued possession shall create a tenancy from month-to-month only, upon the same terms and conditions as are set forth herein, provided that WSDOT or TENANT may, in addition to other remedies provided elsewhere herein, terminate this Lease for any reason with not less than thirty (30) calendar days prior written notice.

6. TERMINATION BY WSDOT

A. WSDOT may terminate this Lease, without penalty or further liability as follows:

- (1) immediately, upon the unauthorized assignment of this Lease by TENANT;
- (2) upon not less than thirty (30) calendar days prior written notice, if TENANT defaults on any provision in this Lease and is notified by WSDOT of the default two (2) times within a six (6) month period. The third default shall be deemed “non-curable.”
- (3) upon not less than thirty (30) calendar days’ prior written notice to TENANT, if TENANT defaults, and fails to cure such default within that thirty (30) day period, or such longer period, as may be reasonably determined by WSDOT, if TENANT is diligently working to cure the default. Waiver or acceptance of any default of the terms of this Lease by WSDOT shall not operate as a release of TENANT’s responsibilities for any prior or subsequent default;

(5) immediately, if TENANT's insurance coverage as required herein lapses for any reason. In such event, WSDOT may, at its option, barricade access to the Premises at TENANT's cost during any such lapse in coverage. TENANT agrees to reimburse WSDOT for the actual direct and related costs of the work required to barricade access to the Premises. Notwithstanding the foregoing, in the reasonable judgment of WSDOT, the Lease will be reinstated immediately upon TENANT providing evidence of the required insurance coverage within fifteen (15) days of the notice of the lapse in coverage;

(6) immediately, upon issuance of any court order, legislative action, by law, or governmental agency action having jurisdiction to take such action, which would significantly impair or effectively prohibit TENANT's use of the Premises, in the reasonable judgment of WSDOT;

(7) immediately, upon written notice, if a receiver is appointed to take possession of TENANT's assets, TENANT makes a general assignment for the benefit of creditors, or TENANT becomes insolvent or takes or suffers action under the Bankruptcy Act;

(8) upon not less than sixty (60) calendar days' prior written notice, if WSDOT determines that it is in the best interest of WSDOT to terminate this Lease;

(9) upon not less than thirty (30) calendar days' prior written notice if the Premises has been abandoned, in WSDOT's sole judgment, for a continuous period of ninety (90) days (provided that temporary closures required for repairs or maintenance work shall not be deemed an abandonment);

(10) immediately, if a transportation emergency exists as solely determined by WSDOT. At WSDOT's sole discretion, this Lease may be reinstated once WSDOT no longer requires use of the Premises; or

B. WSDOT may terminate the Lease in part upon not less than sixty (60) calendar days' prior written notice, if WSDOT determines that a portion of the Premises may be used for, but not limited to, telecommunications purposes, which in WSDOT's sole determination are reasonably consistent with TENANT's authorized use of the Premises.

C. It is hereby acknowledged and agreed that the state highway use of the Premises is paramount to any other use, including TENANT's use for a pedestrian, bicycle, and other non-motorized vehicle Trail Facility along with other active transportation modes. If this Lease is

terminated for highway construction or reconstruction, TENANT hereby agrees to promptly remove the Trail Facility from its current location on SR 520 and SR 202 right of way at no cost to WSDOT, and to indemnify and hold harmless WSDOT from any and all costs.

D. If upon termination or expiration of this Lease, TENANT fails to remove the Trail Facility and WSDOT determines that it is necessary to continue to maintain the Trail Facility in a safe, operable condition, then TENANT hereby agrees that WSDOT may withhold funds sufficient to reimburse WSDOT for all costs associated with the continued maintenance of said Trail Facility from TENANT's share of any Motor Vehicle Funds or any other funds distributed to TENANT by WSDOT to cover ongoing expenses of Trail maintenance and operation.

E. TENANT agrees to pay all costs to barricade or to provide other interim safety measures, as directed by WSDOT, if closure of the Trail Facility becomes necessary to facilitate repair, reconstruction, maintenance, or modifications of the state highway right of way.

7. TERMINATION BY TENANT

TENANT may terminate this Lease without penalty or further liability as follows:

A. upon not less than thirty (30) calendar days' prior written notice for any reason; provided that, TENANT shall surrender the Premises as provided under Section 25;

B. upon not less than thirty (30) calendar days' prior written notice, if WSDOT defaults and fails to cure such default within that thirty (30) day period, or such longer period as may be reasonably determined by TENANT, if WSDOT is diligently working to cure the default; or;

C. immediately, upon written notice, if in TENANT's judgment the Premises is destroyed or damaged so as to substantially and adversely affect TENANT's authorized use of the Premises.

8. CONSIDERATION

In lieu of paying economic rent for the Premises, TENANT agrees to provide other specific consideration, which is deemed to be a state highway benefit, namely, the separation of motor vehicle traffic from pedestrians, bicyclists, and other active transportation modes which will materially increase motor vehicle safety and increase state highway efficiency. The Trail Facility will provide a safe alternative for pedestrians, bicyclists, and other Active Transportation modes

who need to cross the SR 202/SR 520 interchange in this area, thereby reducing the number of pedestrian and motor vehicle conflicts and materially increasing the safety of the motoring public and the roadway efficiency of State Routes 520 (SR 520), State Route 202 (SR 202), and the surrounding city streets.

9. MAINTENANCE RESPONSIBILITIES

A. TENANT shall perform or cause to be performed at its sole expense all maintenance of the Premises that shall include, but not be limited to, keeping the Premises in good condition, both as to safety and appearance, to the satisfaction of WSDOT. TENANT shall be responsible for weed control and reconstruction and repair of any or all components of the Trail Facility. In addition, TENANT is responsible for the regular inspection and repair of structures as required by the Code of Federal Regulations 23 CFR 650, subpart C, National Trail Inspection standards (NBIS), EXCEPT any and all work that would require SR 520/SR 202 closure.

B. In addition, TENANT is responsible for the regular inspection and repair of the Trail Facility. TENANT shall be responsible for all Trail Facility inspection costs, including, but not limited to, materials, equipment, labor, overtime, traffic control, and per diem costs. Condition inspections will be conducted on a cycle to be agreed upon by TENANT and WSDOT's Trail Maintenance Engineer.

C. TENANT, as owner of the Trail Facility, shall be responsible for all costs to replace or repair all damage to the Trail Facility and appurtenances and/or associated TENANT improvements on the Premises that might adversely affect the Premises, whether caused by TENANT, its employees, invitees, contractors, third parties, but not if caused by WSDOT or its employees, invitees, agents or contractors. For the purposes of this Lease, TENANT shall not be considered or deemed an employee, invitee, agent or contractor of WSDOT. Any TENANT work, including repair, maintenance, construction or reconstruction, which is related to the safety or structural integrity of the Trail Facility requires WSDOT's prior written approval. WSDOT shall be responsible for first-response activities for damage or impacts to SR 520/SR 202 caused by the location, use, repair, maintenance, construction, reconstruction, and operation of the Trail Facility, including the use of such Trail Facility by pedestrians, bicyclists, non-motorized vehicles, and any other user of whatever kind. TENANT agrees to reimburse WSDOT, in accordance with Section 26 below, for all first-response costs that are a result of TENANT's use of the Premises, including, but not limited to, materials, equipment, labor, overtime, and per diem costs.

D. TENANT shall prevent water draining from the Trail Facility and Premises from affecting SR 520 or SR 202. In the event water from the Premises does affect SR 520 or SR 202, TENANT will promptly perform repairs to stop such leak(s) or water drainage affecting the SR 520 or SR 202 facility. If TENANT fails to perform repairs within 24 hours of receipt of written notice from WSDOT of the leak and/or water drainage, and approval by WSDOT of TENANT's traffic control plan, if traffic control is necessary, or in an emergency as determined solely by WSDOT, WSDOT reserves the right to perform the repairs, and TENANT agrees to reimburse WSDOT, in accordance with Section 26 below, for all costs of said repairs. If WSDOT undertakes any emergency repair, WSDOT shall notify TENANT as soon as reasonably possible under the circumstances.

E. TENANT shall provide WSDOT with traffic control plans for WSDOT review and approval in advance of any proposed work or activity on the Premises which may result in traffic impacts to SR 520 or SR 202. WSDOT will use its best efforts to complete its review and approval of said Traffic Control Plans within twenty-one (21) days after receipt. If WSDOT rejects the plans, WSDOT will cooperatively work with the TENANT to develop acceptable plans.

F. TENANT warrants that any landscaping planted and maintained on the Premises will not damage, threaten to damage, or otherwise adversely affect any part or component of the WSDOT's highway facility or operation thereof, or adversely affect traffic safety. TENANT warrants that any WSDOT-owned vegetation disturbed as a result of the Trail Facility's operation and maintenance shall be replanted or replaced at TENANT's sole cost and expense, and to the satisfaction of WSDOT. Application of pesticides and herbicides upon the Premises shall be performed by, or under the direct supervision of, TENANT's officers, officials, employees, and/or agents who possess a current Public Operator or Commercial Pesticide Operator license(s). The Washington State Department of Agriculture Pesticide Application records shall be kept by the TENANT for each application in accordance with chapter 17.21 RCW and will be made available for review by WSDOT within five (5) calendar days of records' request.

G. TENANT agrees that it is responsible for the following specific maintenance and operational items, at its sole cost and expense, without further liability to WSDOT:

(1) Security and law enforcement for the Premises and Trail Facility including, but not limited to, the prompt notification to the police and request for removal of individuals with their possessions, if such individuals are occupying the Premises or Trail Facility for any reason other than the intended use of the Trail Facility. For the purpose of this Lease, the intended use of

the Trail Facility is to provide an alternative access route under/across SR 520 and/or SR 202 for pedestrians, and bicyclists using non-motorized vehicles and other modes of active transportation. Accordingly, the Parties recognize that the Trail Facility occupies limited access state highway right of way and is not the equivalent of a city street;

(2) Graffiti removal from all real and personal property, including all fixtures and attachments, located on the Premises as well as the WSDOT SR 520 eastbound ramp wall that abuts the leased Premises. TENANT shall in no way interfere with state highway operations or traffic flow on SR 520 or SR 202 when removing graffiti. Inspections for graffiti shall be conducted by TENANT and shall occur no less than once per month;

(3) Litter control on an as-needed basis in accordance with adopted TENANT maintenance standards and practices or upon WSDOT notification and/or inspections;

(4) Sweeping of the Trail Facility on an as-needed basis in accordance with adopted TENANT maintenance standards and practices;

(5) Consistent with applicable federal and state laws, immediate removal from the Premises and disposal of all unauthorized signs, banners, etc., affixed to the Premises, including those related to commercial advertising, political campaigns, and/or protests. If TENANT fails to remove and dispose of said signs, banners, etc., upon receipt of notice from WSDOT, WSDOT reserves the right to perform such work, and TENANT agrees to reimburse WSDOT, in accordance with Section 26 below, for all reasonable costs to remove and dispose of said signs, banners or unauthorized material;

(6) Maintenance of drainage facilities associated with the Trail Facility, provided that TENANT will not be responsible for maintaining drainage facilities beyond the point at which such facilities enter WSDOT drainage structures.

(7) TENANT shall be responsible for all landscaping and weed control on the Premises. TENANT agrees to prevent and/or repair any damage to WSDOT's facilities caused by vegetation and/or trees on the Premises. If TENANT fails to repair said damage within thirty (30) calendar days of receipt of written notice from WSDOT, WSDOT reserves the right to perform such work, and TENANT agrees to reimburse WSDOT for all reasonable costs associated with such work in accordance with Section 26 below.

H. If TENANT fails to maintain the Premises as provided herein, WSDOT may perform such maintenance after providing the TENANT with thirty (30) calendar days' written notice of such maintenance default, and TENANT agrees to reimburse WSDOT for such maintenance costs in accordance with Section 26, below.

10. ENVIRONMENTAL REQUIREMENTS

A. TENANT represents, warrants and agrees that it will conduct its activities on the Premises, and lands adjacent thereto in compliance with all applicable Environmental Laws. As used in this Lease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., the WSDOT National Pollutant Discharge Elimination System, the State Waste Discharge Municipal Stormwater General Permit, and Washington or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto, including all amendments and/or revisions to said laws and regulations. It is the responsibility of TENANT to ensure that the functionality of all existing stormwater facilities on the Premises or adjacent lands managed and or owned by TENANT is maintained in accordance with all applicable Environmental Laws.

B. Toxic or hazardous substances are not allowed on the Premises without the express written permission of WSDOT and under the terms and conditions specified by WSDOT. This approval will include WSDOT review and approval of TENANTS's or of any TENANT contractor's spill prevention and control plan along with WSDOT's approval of the storage location of any toxic or hazardous substance on the Premises. In the event such permission is granted, the disposal of such materials must be done in a legal manner by TENANT according to all Environmental Laws and as outlined in Section 10.A. For the purposes of this Lease, "Hazardous Substances" shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., and the Washington Model Toxics Control Act, RCW 70.105D et seq., and shall include gasoline and other petroleum products. "Existing Hazardous Substances" shall mean those

Hazardous Substances existing on the Premises as of the Commencement Date of this Lease that are not WSDOT Hazardous Substances. "WSDOT Hazardous Substances" shall mean those Hazardous Substances (a) that have been released on the Premises by WSDOT, its employees, contractors, or agents, either before or after the Commencement Date; (b) released or have the potential to be released as a result of WSDOT's activities or operations on the Premises either before or after the Commencement Date; or (c) have been released or have the potential to be released as a result of WSDOT's use, disposal, transportation, generation and/or sale of Hazardous Substances on the Premises, regardless of when they may have been released on the Premises.

C. TENANT agrees to cooperate in any environmental investigations conducted by WSDOT's staff or independent third parties where there is evidence of a release or potential release of Hazardous Substances on the Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having jurisdiction. TENANT will reimburse WSDOT for the cost of such investigations, to the extent the need for said investigation is determined to be caused by TENANT's operations. TENANT will provide WSDOT with notice of any inspections of the Premises, notices of violations, and orders to clean up Hazardous Substances. TENANT will permit WSDOT to participate in all settlement or abatement discussions. In the event TENANT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, WSDOT may elect to perform such work, and TENANT covenants and agrees to reimburse WSDOT for all direct and indirect costs associated with WSDOT's work where said release of Hazardous Substances is determined to have resulted from TENANT's use of the Premises.

WSDOT's right to implement any required actions pursuant to this subparagraph shall not accrue unless and until:

- (1) TENANT's failure to implement remedial measures violates the terms of the direction received from the state, federal, or local regulatory agency.
- (2) WSDOT has provided TENANT with written notice of TENANT's failure to implement the subject remedial measures; and
- (3) TENANT has failed to cure the breach within ten (10) business days of receipt of such written notice, unless the parties agree to an extended cure period.

D. TENANT agrees the use of the Premises shall be such that no hazardous or objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of the property.

E. For the purposes of this Lease, "Costs" shall include but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorneys' fees and other litigation costs incurred in complying with Environmental Laws.

F. To the extent allowed by law, TENANT agrees to defend, indemnify and hold harmless WSDOT from and against any and all claims, causes of action, demands and liability that are caused by or result from TENANT's activities on the Premises, including but not limited to any Costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released or have the potential to be released on the Premises, including those that may have migrated from the Premises through water or soil to other properties, including without limitation, the adjacent WSDOT property, as a result of TENANT's activities on the Premises.

G. To the extent allowed by law, TENANT further agrees to defend, indemnify and hold harmless WSDOT from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances or Existing Hazardous Substances removed from the Premises by TENANT or at TENANT's direction. This subsection applies to Hazardous Substances that were released onto the Premises as a result of TENANT's activities and the Existing Hazardous Substances that are disposed of offsite pursuant to Subsection I below. This obligation shall not apply with respect to the presence of Hazardous Substances on the Premises that did not result from TENANT's use of the Premises except to the extent that TENANT arranges for the disposal of Existing Hazardous Substances offsite pursuant to Subsection I below.

H. To the extent allowed by law, WSDOT agrees to defend, indemnify, and hold harmless TENANT from and against any and all claims, causes of action, demands, and liability that are caused by or result from the removal or remediation of any WSDOT Hazardous Substances that have been released or have the potential to be released on the Premises, including, but not limited to, any Costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments, and attorneys' fees associated with the presence of WSDOT Hazardous Substances on the Premises. WSDOT further agrees to take all remedial measures at the Premises as duly directed by a state, federal, or local regulatory agency, or as required under applicable Environmental Laws,

where such obligations result from WSDOT Hazardous Substances. In completing any work required on the Premises in satisfaction of its duties under this Subsection, WSDOT shall not unreasonably interfere with TENANT's use of the Premises. TENANT agrees to cooperate with WSDOT in providing access to the Premises for any such work.

I. Any Costs associated with the investigation, removal, or remediation of Existing Hazardous Substances on the Premises by TENANT, including any increased construction costs, shall be the responsibility of TENANT and not the responsibility of WSDOT. Nothing in this Agreement shall limit the ability of TENANT or WSDOT to pursue cost recovery from third parties responsible for release of Hazardous Substances on the Premises.

J. To the extent allowed by law, WSDOT shall reimburse TENANT for the cost of any environmental investigations, disposal, or cleanup activities conducted by TENANT to the extent the need for said investigation resulted from WSDOT Hazardous Substances. WSDOT will provide TENANT with notices of any inspections of the Premises, notices of violations, and orders to clean-up contamination that WSDOT receives from an agency or agencies with jurisdiction. WSDOT will permit TENANT to participate in all settlement or abatement discussions. In the event that WSDOT fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) calendar days of such notice, TENANT may elect to perform such work, and WSDOT covenants and agrees to reimburse TENANT for the reasonable direct and indirect costs associated with TENANT's work. This reimbursement obligation shall not apply, however, to the extent the contamination is determined to have resulted from TENANT's use of the Premises.

TENANT's right to implement any required actions pursuant to this subparagraph shall not accrue unless and until:

- (1) WSDOT's failure to implement remedial measures violates the terms of the direction received from the state, federal, or local regulatory agency.
- (2) TENANT has provided WSDOT with written notice of WSDOT's failure to implement the subject remedial measures; and
- (3) WSDOT has failed to cure its breach within ten (10) business days of receipt of such written notice unless the parties agree in writing to an extended cure period.

K. WSDOT will obtain TENANT'S consent in instances when a third party seeks to use the Premises, except as otherwise provided in Sections 11 and 20 of this Lease, and WSDOT shall require the third party to indemnify TENANT for any Costs associated with the third party's release of Hazardous Substances from the Premises or use of Hazardous Substances on the Premises. If WSDOT allows a third party to use the Premises, the responsibility for any Costs for Existing Hazardous Substances or WSDOT Hazardous Substances that are not released by TENANT will be determined by applicable law.

L. In the event of any third-party actions related to Existing Hazardous Substances including private party actions or actions brought by public agencies, except as allowed in Sections 10.F. and 10.G., each Party shall bear its own costs of defense and neither shall be entitled to indemnification or defense by the other Party under this section.

M. The provisions of this section shall survive the expiration or termination of this Lease.

11. WSDOT'S RESERVATION OF RIGHT TO MAINTAIN/GRANT UTILITY FRANCHISES/PERMITS AND TO LEASE FOR COMPATIBLE PURPOSES

A. WSDOT reserves the right for utility franchise and permit holders to enter upon the Premises to maintain facilities and, for itself, to grant utility franchises and/or permits within the Premises. Such installation will be accomplished in such a manner as to minimize any disruption to TENANT. The franchise/permit holder will be required to restore paving and grading damaged by the installation. WSDOT also reserves the right to withdraw portions of the Premises for uses such as, but not limited to, telecommunications transmission sites, which WSDOT determines to be reasonably compatible with TENANT's authorized use of Premises.

B. TENANT shall not disturb markers installed by a franchise/permit holder and will contact and provide notice to any franchise/permit holder and all owners of underground facilities prior to any excavation. TENANT shall contact WSDOT and call the Underground Utility Locating Service, or its successor organization, as part of its efforts to ascertain any and all owners of underground utility facilities and to locate the utility. TENANT shall not damage legally installed underground utilities. TENANT shall comply with all applicable provisions of chapter 19.122 RCW relating to underground facilities.

C. WSDOT further reserves the right, to the extent reasonably compatible with TENANT's authorized use of the Premises, to install attachments to the trail structure, including,

but not limited to, traffic cameras, state highway signs or notice boards, as well as conduits for fiber optic use. WSDOT and TENANT shall work together in good faith to determine the placement of any such traffic cameras, state highway signs, notice boards and fiber optic conduits to avoid and minimize risk of damage to the operation of the Trail Facility.

D. Should WSDOT determine that a portion of the Premises may be used for telecommunications purposes, which in WSDOT's determination is reasonably compatible with TENANT's authorized use of the Premises, the PARTIES shall agree to amend the Lease to show that portion of the Premises for said use.

12. USE OF STATE HIGHWAY RIGHT OF WAY UNDER/ADJACENT TO STRUCTURE

A. TENANT agrees to provide protection against vehicular hits or other likely causes of damage arising from TENANT's use of the Premises to all retaining walls and to piers exposed to such potential damage under any elevated state highway structure existing on the Premises. Such wall and pier protection shall be provided to the satisfaction of WSDOT prior to occupancy.

B. TENANT shall not weld any metal object to any metal member of any metal structure, nor drill or rivet into nor otherwise fasten anything to any pier or beam on any concrete, metal, or wood structure without WSDOT's specific written approval of detailed drawings for such welding, riveting, drilling, or fastening.

C. TENANT shall at its own expense, and upon prior written approval from WSDOT, make any provisions it deems necessary to protect users of the Trail Facility from any hazards resulting from use and operation of the state highway.

13. TAXES/ASSESSMENTS/UTILITIES

TENANT agrees to promptly pay all bills, fees for utilities, including, but not limited to, surcharges, fuel adjustments, rate adjustments and other services supplied to the Premises in addition to the above consideration provided by TENANT. TENANT further agrees to pay all excise and other taxes owing on TENANT's leasehold interest. All assessments, rates, fees, and charges not specifically assumed by WSDOT and that benefit TENANT'S leasehold interest, are the obligation of and payable by TENANT (Assessments). Foreclosure of a lien on any delinquent Assessments subjects this Lease to termination by WSDOT as set forth in RCW 79.44.080.

14. WSDOT'S APPROVAL OF DESIGN/CONSTRUCTION.

TENANT covenants that any construction on the Premises will not damage, threaten to damage, or otherwise adversely affect any part or element of the state highway facility or its operation. WSDOT shall be furnished with one (1) complete set of plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the Premises, and no work shall be done without prior written approval of such plans by WSDOT, such approval shall not be unreasonably withheld. All construction work shall be done in conformity with the plans and specifications as approved. WSDOT may take any action necessary, including directing that work be temporarily stopped or directing that additional work be done, to ensure compliance with the plans and specifications, protection of all parts and elements of the state highway facility, and compliance with WSDOT's construction and safety standards. The improvements shall be designed and constructed in a manner that will permit WSDOT access to the state highway facility for the purposes of inspection, maintenance, and construction, when necessary.

15. LIMITATIONS

TENANT expressly acknowledges and agrees that WSDOT's rights under this Lease to review, comment on, disapprove, and/or accept designs, plans specifications, work plans, construction, equipment, installation; (a) exist solely for the benefit and protection of WSDOT; (b) do not create or impose upon WSDOT any standard or duty of care toward TENANT, all of which are hereby disclaimed; (c) may not be relied upon by TENANT in determining whether TENANT has satisfied any and all applicable standards and requirements; and (d) may not be asserted, nor may WSDOT's exercise or failure to exercise any such rights be asserted, against WSDOT by TENANT as a defense, legal, or equitable, to TENANT's obligation to fulfill such standards and requirements and regardless of any acceptance of work by WSDOT.

16. NON-COMPLETION OF CONSTRUCTION

TENANT shall obtain WSDOT's approval of construction drawings, complete construction of the project according to the approved plans and open the Trail Facility to the public within thirty-six (36) months of the Commencement Date of this Lease, unless otherwise agreed to by the Parties.

17. “AS BUILT” PLANS

TENANT has provided WSDOT with a complete set of dimensioned “As-Built” drawings attached as Exhibit E.

18. LIENS

A. TENANT shall at all times indemnify and hold harmless WSDOT from all claims for labor or materials in connection with construction, repair, alteration, maintenance, or installation of structures, improvements, equipment, or facilities on or within the Premises, and from the cost of defending against such claims, including attorney fees.

B. In the event a lien is filed upon the Premises, TENANT shall: (a) record a valid Release of Lien; (b) deposit sufficient cash with WSDOT to cover the amount of the claim on the lien in question and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder claim; or (c) procure and record a bond which releases the Premises from the claim of the lien and from any action brought to foreclose the lien.

C. Should TENANT fail to accomplish Section B.(a), (b), or (c) above within fifteen (15) calendar days after the filing of such a lien, the Lease shall be in default per **Section 6.A.(4)**.

19. ENCUMBRANCES

It is expressly understood that TENANT shall not encumber the Premises.

20. WSDOT’S RIGHT OF ENTRY/INSPECTION

WSDOT, for itself, its agents, and contractors and for the Federal Highway Administration (FHWA), reserves the right to enter upon the Premises at any time without notice to TENANT for the purpose of inspection, maintenance, construction, or reconstruction of the state highway facility or any element thereof, to perform security audits, such as Homeland Security, or to perform environmental reviews. WSDOT shall in no way be responsible for any incidental or consequential damages due to such loss of use, if any, by TENANT. WSDOT and FHWA may enter upon the Premises at any time without prior notice for the purpose of inspecting any excavation, construction, or maintenance work being done by TENANT. In addition, WSDOT and the FHWA may enter the improvements, if any, on the Premises at any time and without prior notice, for the purpose of inspection, maintenance, and repair of said improvements. Further, this

right shall not impose any obligation upon WSDOT to make inspections to ascertain the safety of TENANT's improvements or the condition of the Premises.

21. INSURANCE

A. TENANT warrants that it is self-insured and agrees to provide acceptable evidence of its self-insured status to WSDOT. TENANT's self-insurance policy must provide liability coverage for the Premises, including general liability coverage for bodily injury, property damage, and personal injury of not less than Five Million and no/100 Dollars (\$5,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Five Million and no/100 Dollars (\$5,000,000.00) per policy period. All per occurrence and aggregated limits required hereunder shall apply solely to the Premises which are the subject of this Lease. Coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis. TENANT shall increase the policy limits at its sole cost, when and if WSDOT deems it necessary due to TENANT's use of the Premises within ten (10) calendar days of WSDOT's written request to do so.

B. TENANT assumes all obligations for premium payment, and in the event of non-payment is obligated to reimburse WSDOT the cost of maintaining the insurance coverage and any legal fees incurred in enforcing such reimbursement in the event TENANT fails to pay the policy premiums.

C. Coverage, if obtained by TENANT in compliance with the Section, shall not be deemed as having relieved TENANT of any liability in excess of such coverage.

D. In the event TENANT, after commencement of this Lease, elects to terminate its self-insured status and secure commercial liability coverage, TENANT will promptly notify WSDOT, promptly secure insurance coverage as designated in Subsection 21.A or as amended by WSDOT, and promptly provide a certificate of insurance from an insurer licensed to conduct business in the state of Washington, to the satisfaction of WSDOT. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. The endorsement shall require the insurer to provide the WSDOT, Real Estate Services Office, P.O. Box 47338 Olympia, WA 98504-7338, with no less than thirty (30) calendar day's written notice before any cancellation of the coverage required herein.

22. HOLD HARMLESS/INDEMNIFICATION

A. INDEMNIFICATION. To the extent allowed under Washington law, TENANT, its successors, and assigns, will protect, save, and hold harmless WSDOT, its authorized agents, and employees, from all claims, actions, costs, damages, (both to persons and/or property) or expenses of any nature whatsoever by reason of the acts or omissions of TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. TENANT further agrees to defend WSDOT, its agents, or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts or activities related to this Lease, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Premises. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT or its authorized agents or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (1) WSDOT, its agents, or employees; and (2) TENANT, its assigns, subtenants, agents, contractors, licensees, invitees, employees, and/or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of TENANT or its assigns, subtenants, agents, contractors, licensees, invitees, and employees.

B. WAIVER. TENANT agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while occupying the Premises for any purpose. For this purpose, TENANT, by MUTUAL NEGOTIATION, hereby waives with respect to WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

C. The indemnification and WAIVER provisions contained in this Section shall survive the termination or expiration of this Lease.

23. NONDISCRIMINATION

TENANT, for itself, its successors, and assigns, as part of the consideration hereof, does hereby agree to comply with all applicable civil rights and antidiscrimination requirements including, but not limited to, chapter 49.60 RCW and Title VI of the Federal Civil Rights Act of 1964 and Appendices C and D of The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances, DOT Order No. 1050.2A, attached hereto as **Exhibit C** and by this reference incorporated herein.

A. Title VI Notice to Public.

It is the Washington State Department of Transportation's (WSDOT) policy to assure that no person shall, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with WSDOT's Office of Equity and Civil Rights (OECR). For additional information regarding Title VI complaint procedures and/or information regarding our non-discrimination obligations, please contact OECR's Title VI Coordinator at (360) 705-7090.

B. Americans with Disabilities Act (ADA) Information.

This material can be made available in an alternate format by emailing the Office of Equity and Civil Rights at wsdotada@wsdot.wa.gov or by calling toll free, 855-362-4ADA (855-362-4232). Persons who are deaf or hard of hearing may make a request by calling the Washington State Relay at 711.24.

24. ASSIGNMENT

Tenant shall not assign, sublet, or transfer this Lease nor any rights created by it without WSDOT's prior written approval.

25. SURRENDER OF PREMISES/REMOVAL OF TENANT'S IMPROVEMENTS/PERSONAL PROPERTY

A. Upon termination of this Lease, TENANT shall cease its operations on and/or use of the Premises. In the event TENANT fails to vacate the Premises on the date of termination, TENANT shall be liable for any and all costs to WSDOT arising from such failure. As used herein, "vacate" shall include preventing use of the Premises by the public.

B. Upon termination of this Lease, TENANT agrees, if so directed by WSDOT, to restore grades and on limited access state highways also to relocate WSDOT's fences, if any, to their configurations prior to TENANT's occupancy. This work is to be done at TENANT's sole expense to the satisfaction of WSDOT.

C. Upon termination of this Lease TENANT agrees, if so requested by WSDOT, to remove the Trail Facility, remove all improvements and personal property, and/or provide erosion control treatment at its own expense and to WSDOT's satisfaction, returning the state highway right of way to its original condition before the construction of the Trail Facility.

D. If requested by WSDOT, TENANT shall accomplish the work under Sections 25.B and 25.C within sixty (60) months of written notice from WSDOT. If TENANT has not removed its improvements and/or personal property and returned the state highway right of way to its original condition, WSDOT may, remove and dispose of said improvements and/or personal property and return the state highway right of way to its original condition at the expense of TENANT, and TENANT shall reimburse WSDOT for any and all expenses incurred by WSDOT in connection with such removal, work or disposal within thirty (30) calendar days of the date of WSDOT's invoice.

26. INVOICE AND PAYMENTS

A. To the extent either Party is entitled to any payment under this Lease, the Party to whom payment is owed shall provide invoices to the owing Party, and the owing Party agrees to pay the invoice within (60) calendar days from the date of such invoice (the "Due Date").

B. Payments to WSDOT shall be made payable to the Washington State Department of Transportation. All payments shall be mailed or delivered to:

DEPARTMENT OF TRANSPORTATION (mailing address)
Attn: Property Management Program Manager
P.O. Box 47339
Olympia, WA 98504-7339

DEPARTMENT OF TRANSPORTATION (Physical Address)
Attn: Property Management Program Manager
7345 Linderson Way SW
Tumwater, WA 98501

C. Payments to TENANT shall be made payable to City of Redmond. All payments shall be mailed or delivered to:

CITY OF REDMOND (mailing and Physical address)
Finance Department, MS: 3NFN

Attn: Accounts Receivable
PO Box 97010
Redmond, WA 98073

D. If a Party objects to all or any portion of an invoice, it shall notify the other Party within thirty (30) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. The Parties shall immediately make every effort to settle the disputed portion.

E. All sums due and not paid by the Due Date shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater; provided that, if the highest rate allowable by law is less than twelve percent (12%), interest charged hereunder shall not exceed that amount. Interest shall be calculated from the Due Date to the date of payment; provided, however, that in the event a Party disputes all or any portion of an invoice, interest shall be calculated and paid from the Due Date only on those disputed amounts that such Party is determined to owe following the Parties' resolution of the dispute.

F. TENANT agrees that if payment of any sum due WSDOT for costs recoverable under this Lease is not paid by the Due Date and has not been disputed by TENANT, WSDOT shall be entitled to withhold the total sum due from the TENANT's regular monthly Motor Vehicle Fund payment until such time as the amount due has been paid in full.

27. NO RELATIONSHIP ESTABLISHED

WSDOT shall in no event be construed to be a partner with, associate, or joint venturer of TENANT or any party associated with TENANT. TENANT shall not create any obligation or responsibility on behalf of WSDOT or bind WSDOT in any manner.

28. TRANSPORTATION PURPOSES

A. TENANT and WSDOT hereby affirm that upon termination or expiration of this Lease for any reason and the subsequent use of the Premises for transportation or other purposes, such use will not be considered the use of any publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge within the meaning of 23 U.S.C. 138 and 49 U.S.C. 303 (former 49 U.S.C.1653 (f), Section "4f"). If this Lease is terminated for state highway construction and WSDOT or authorized local, state, or federal official having jurisdiction of the land or a court of competent jurisdiction determines that replacement of the Trail Facility is required under 23

U.S.C. 138 and 49 U.S.C. 303, TENANT agrees that it shall be responsible for and promptly replace the Trail Facility as required and pay all such costs in accordance with Section 6.C. of this Lease.

B. TENANT further acknowledges, agrees, and promises not to use Outdoor Recreation Funds as provided for in the Land and Water Conservation Fund Act, 16 U.S.C. 460-1, Sections 4 - 11 (see Section 8(f)(3) within state owned right of way; such funds may be used outside of the state owned right of way).

C. Prior to TENANT'S application for and expenditure of any funds provided or administered through the Washington State Recreation and Conservation Office (RCO), TENANT must obtain written approval from WSDOT Real Estate Services for use of said funds on the Premises. If TENANT has used any such funds and this Lease is terminated for state highway construction, TENANT agrees that it shall be solely responsible for any impacts to the Trail Facility or grant funding and hereby agrees to acquire any such necessary replacement lands promptly and at no cost to WSDOT, to reconstruct its facility at no cost to WSDOT on said replacement lands, and to indemnify and hold harmless WSDOT from any and all costs in accordance with **Section 6.C.** of this Lease.

29. CONDITION OF THE PROPERTY

WSDOT and TENANT acknowledge that they have jointly examined the Premises identified in **Exhibit A**, attached hereto, and TENANT accepts said Premises in its present condition as of the Commencement Date of this Lease.

30. BINDING CONTRACT

This Lease shall not become binding upon WSDOT unless and until executed for WSDOT by the Secretary of Transportation, or such Secretary's duly authorized representative.

31. ATTORNEYS' FEES

In the event of any controversy, claim, or dispute arising out of this Lease, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

32. MODIFICATIONS

This Lease contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by written amendment, signed by all authorized parties thereto.

33. INTERPRETATION

This Lease shall be governed by and interpreted in accordance with the laws of the state of Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

34. SEVERABILITY

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

35. VENUE

TENANT agrees that the venue of any action or suit concerning this Lease shall be in the Thurston County Superior Court and all actions or suits thereon shall be brought therein, unless applicable law requires otherwise

36. TOTALITY OF AGREEMENT

It is understood that no guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Lease.

37. MEMORANDUM OF LEASE

The parties hereby agree to execute and record a memorandum of lease, if either party so requests.

38. NOTICES

Wherever in this Lease written notices are to be given or made, they will be sent by certified or overnight mail addressed to the parties at the addresses listed below, unless a different address has been designated in writing and delivered to the other party.

WSDOT: DEPARTMENT OF TRANSPORTATION (Mailing Address)
Attn.: Property Management Program Manager
P. O. Box 47338
Olympia, WA 98504-7338

DEPARTMENT OF TRANSPORTATION (Physical Address)
Attn.: Property Management Program Manager
7345 Linderson Way SW
Tumwater, WA 98501

TENANT: City of Redmond (Mailing Address)
Finance Department, MS: 3NFN
Attn: Real Property Manager
P.O. Box 97010
Redmond, WA 98073-9710

City of Redmond (Physical Address)
Finance Department, MS: 3NFN
Attn: Real Property Manager
15670 NE 85th Street
Redmond, WA 98052

realproperty@redmond.gov (Email address)

39. RECORDS

The Parties acknowledge that they are governmental agencies subject to Washington's Public Records Act, chapter 42.56 RCW, and, as such, this Lease and records arising from the performance of this Lease are public records subject to disclosure unless an exemption applies. The Parties will retain this Lease and all records related to this Lease consistent with the records retention schedule for contracts/agreements issued by the Washington Secretary of State pursuant to chapter 40.14 RCW.

40. COUNTERPART AND ELECTRONIC SIGNATURE

This Lease may be signed in multiple counterparts, each of which constitutes an original and all of which taken together constitute one and same agreement. Electronic signatures or signatures transmitted via email in a “PDF” may be used in place of original signatures on this Lease. Each party intends to be bound by its electronic or “PDF” signature on this Lease, is aware that the other parties are relying on its electronic or “PDF” signature and waives any defenses to the enforcement of this Lease based upon the form of signature.

41. EXHIBITS

- A: Depiction of Trail Lease
- B: Access Breaks
- C: Standard Title VI / Nondiscrimination Assurances from USDOT Order No. 1050.2A
- D: Development Agreement for the DRLE Project of 2019 COR and Sound Transit
- E: As-Built – Redmond 520 Trail Connection Cross Section

SIGNATURES AND NOTARIZATIONS ON FOLLOWING PAGES

Signatures:

CITY OF REDMOND

Accepted and Approved by:

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: _____
ANGELA BIRNEY

By: _____
BRIAN NIELSEN

Title: Mayor _____

Title: Northwest Region Administrator

Dated: _____

Dated: _____

APPROVED AS TO FORM

Any material modification requires
additional approval by the Office of the
Attorney General.

By: _____
Assistant Attorney General

Date: _____

CITY OF REDMOND ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____, 20____ before me personally appeared ANGELA BIRNEY, to me known to be the duly elected MAYOR of the City of Redmond, and that they 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 they 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)

(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 Nielsen, to me known to be the duly appointed Northwest Region Administrator of the Washington State Department of Transportation (WSDOT), and that they 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 they 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)

(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____

Lease No.: TR-01-14356
I.C. No.: 1-17-17753

EXHIBIT A – DEPICTION OF TRAIL LEASE

Lease No.: TR-01-14356
I.C. No.: 1-17-17753

EXHIBIT B – ACCESS BREAKS

Lease No.: TR-01-14356
I.C. No.: 1-17-17753

**EXHIBIT C - Standard Title VI / Nondiscrimination Assurances from USDOT Order No.
1050.2A**

Lease No.: TR-01-14356
I.C. No.: 1-17-17753

**EXHIBIT D - DEVELOPMENT AGREEMENT FOR THE DRLE PROJECT OF 2019
COR AND SOUND TRANSIT**

Lease No.: TR-01-14356
I.C. No.: 1-17-17753

EXHIBIT E - As-Built – Redmond 520 Trail Connection Cross Section