

Lease No.: TR-01-13382

I.C. #: 01-17-10997

Redmond Technology Station Pedestrian Trail and Bridge

AMENDMENT NUMBER 2

to

TRAIL LEASE

THIS AMENDMENT NUMBER 2 (Amendment) to that certain Trail Lease entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (**WSDOT**) and the 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 as further designated by WSDOT as Trail Lease TR-01-13382, I.C. No. 1-17-10997, is entered into by and between the WSDOT and TENANT, a Washington State municipal corporation.

RECITALS

- A. WSDOT and TENANT entered into that certain lease designated by WSDOT as Trail Lease TR-01-13382, I.C. No. 1-17-10997 (Lease) and executed by WSDOT on January 7, 2016, and modified by Amendment Number 1 executed by WSDOT on June 6, 2019.
- B. The Lease included as Exhibit A the Agreement between the City of Redmond, the Central Puget Sound Regional Transit Authority and Microsoft Corporation (**Microsoft**) for the Overlake Transit Center Component of the East Link Extension Project entered into in February 2014 whereby Sound Transit would construct a trail and pedestrian bridge with appurtenances (**Trail Facility**) on behalf of TENANT in airspace over SR 520 pursuant to a WSDOT-issued temporary construction airspace lease.
- C. On June 3, 2019 Microsoft and TENANT entered into the Agreement for Construction of Redmond Technology Station Pedestrian/Bicycle Bridge, providing that Microsoft rather than Sound Transit will construct the Trail Facility and that Microsoft will execute agreements with Sound Transit and WSDOT that relate to and/or provide for construction of the Trail Facility.
- D. Microsoft and WSDOT have executed such agreement.
- E. Sound Transit has agreed to remove the construction area for the Trail Facility from its own temporary construction airspace lease in order to allow Microsoft use of the area required to construct the Trail Facility on behalf of TENANT.

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- F. **Section 28** of the Lease authorizes modification of the Lease by written amendment signed by both parties.
- G. WSDOT and TENANT now desire to amend the Lease to allow Microsoft to construct the Trail Facility on behalf of TENANT in lieu of Sound Transit's constructing it.

AGREEMENT

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

1. All capitalized terms used herein and 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. **Section 2. Term** is replaced in its entirety to read as follows:

2. **Term.** The term of this Lease shall COMMENCE ON THE DATE THE TENANT EXECUTES A LETTER OF ACCEPTANCE OF THE TRAIL FACILITY WITH THE MICROSOFT CORPORATION (Commencement Date) and shall have a term of twenty (20) years. TENANT's Letter of Acceptance with the documents identified below shall be provided to WSDOT within thirty (30) calendar days after TENANT issues its Letter of Acceptance to Microsoft. TENANT's Letter of Acceptance with the documents identified below shall be made exhibits to this Lease by amendment executed by WSDOT and TENANT. WSDOT shall provide the amendment to the TENANT for signing within sixty (60) calendar days after TENANT's Letter of Acceptance with the identified documents all have been submitted to WSDOT. TENANT's Letter of Acceptance shall include the documents following:

A. A recorded easement 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 easement(s) shall provide a connection from the Premises to another unrestricted public right of way;

B. 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

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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. The current As-Built sheet is shown as **Exhibit C-1**. The parties agree to amend the current **Exhibit C-1** by replacing it with the final dimensioned As-Built drawings by amending the Lease pursuant to **Section 28**.

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

4. 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Redmond Technology Center Pedestrian Trail and Bridge

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: _____

Mike Cotten

Title: Mayor of the City of Redmond

Title: NW Region Administrator

Dated: _____

Dated: _____

APPROVED AS TO FORM

By: _____

Assistant Attorney General

Susan Cruise
July 22, 20 *19*

Redmond Technology Center Pedestrian Trail and Bridge

AGENCY ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this _____ day of _____, 20__ before me personally appeared _____ to me known to be the Mayor of the City of Redmond 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 _____

Redmond Technology Center Pedestrian Trail and Bridge

WSDOT ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On this _____ day of _____, 20____ before me personally appeared Mike Cotten, to me known to be the duly appointed NW Region Administrator 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____.

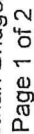
(Signature)

Notary Public in and for the State of Washington

Residing at: _____

My commission expires: _____

Lease Premises



Lease Premises



Drawer V040	Sequence 08B
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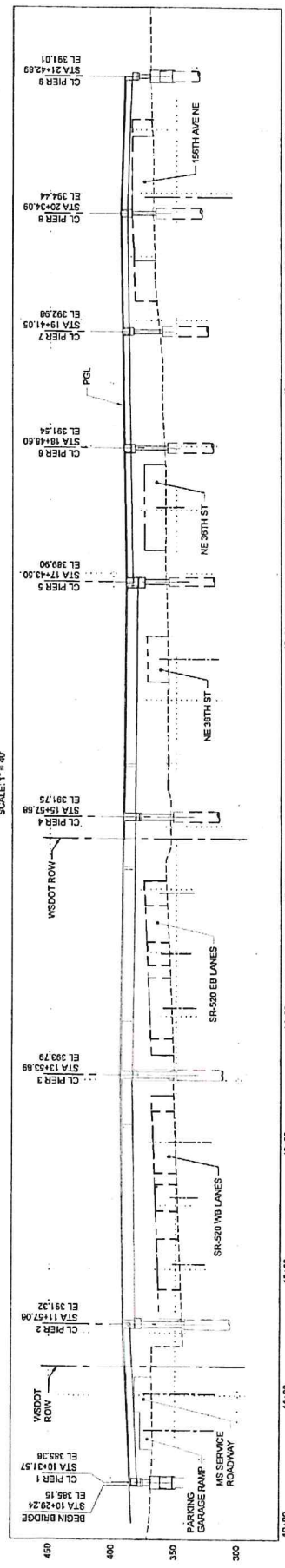
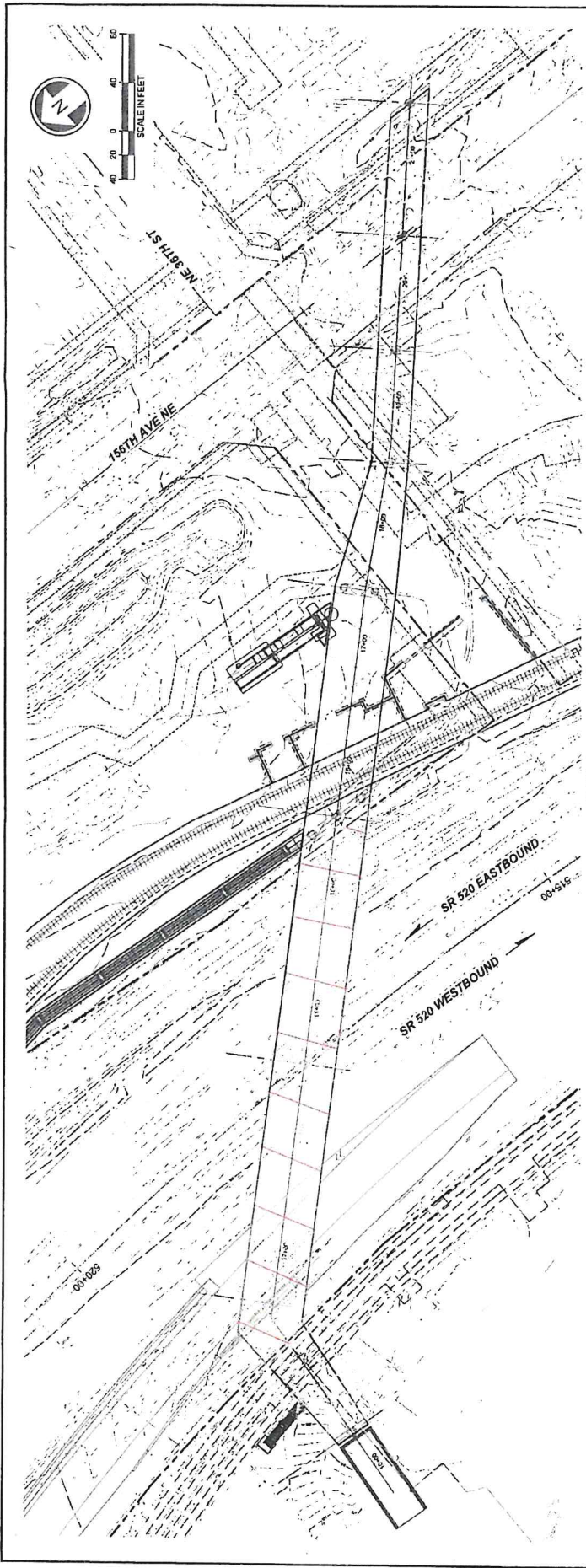


Exhibit C-1

TR-1-13382
IC 1-17-10997
City of Redmond
Redmond Technology Station Pedestrian Bridge/Trail
Page 1 of 1

DESIGNED BY: S. DESPRADEL	DATE: REVIEW 2/21	REVIEWED BY: S. DESPRADEL	APPROVED BY: S. DESPRADEL
DRAWN BY: W. EGGEERS	DATE: REVIEW 2/21	REVIEWED BY: S. DESPRADEL	APPROVED BY: S. DESPRADEL
CHECKED BY: W. EGGEERS	DATE: REVIEW 2/21	REVIEWED BY: S. DESPRADEL	APPROVED BY: S. DESPRADEL
PROJECT NO.: TR-1-13382	DATE: REVIEW 2/21	REVIEWED BY: S. DESPRADEL	APPROVED BY: S. DESPRADEL
SHEET NO.: B-27	DATE: REVIEW 2/21	REVIEWED BY: S. DESPRADEL	APPROVED BY: S. DESPRADEL
DRAWING NO.: EAST LINK EXTENSION	DATE: REVIEW 2/21	REVIEWED BY: S. DESPRADEL	APPROVED BY: S. DESPRADEL
FACILITY ID: SR 520 TO OVERLAKE TRANSIT CENTER	DATE: REVIEW 2/21	REVIEWED BY: S. DESPRADEL	APPROVED BY: S. DESPRADEL
SHEET NO.: B-27	DATE: REVIEW 2/21	REVIEWED BY: S. DESPRADEL	APPROVED BY: S. DESPRADEL
DRAWING NO.: EAST LINK EXTENSION	DATE: REVIEW 2/21	REVIEWED BY: S. DESPRADEL	APPROVED BY: S. DESPRADEL

Kiewit
KIEWIT-HOFFMAN
EAST LINK CONSTRUCTORS

Sound Transit

SCALE: 1" = 40'	DATE: REVIEW 2/21
FILE NAME: EAST LINK EXTENSION	DATE: REVIEW 2/21
CONTRACT NO.: SR 520 TO OVERLAKE TRANSIT CENTER	DATE: REVIEW 2/21
CONTRACT DATE: 2/21/2017	DATE: REVIEW 2/21

DRAWING NO.: EAST LINK EXTENSION
FACILITY ID: SR 520 TO OVERLAKE TRANSIT CENTER
SHEET NO.: B-27
DRAWING NO.: EAST LINK EXTENSION