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Description: SECOND AMENDMENT TO THE TRANSIT WAY AGREEMENTS THE EAST LINK PROJECT

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CR#53602 DATE 5-11-15 LOC INTRLOC-00
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SECOND AMENDMENT TO THE TRANSIT WAY AGREEMENT BETWEEN THE CITY OF BELLEVUE AND THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

THIS Second Amendment is made by and between the City of Bellevue, a non-charter optional municipal code city ("Bellevue" or "City"), and the Central Puget Sound Regional Transit Authority organized under RCW 81.112 ("Sound Transit"), to the Transit Way Agreement executed between the parties on November 15, 2011 ("Agreement ").

RECITALS

WHEREAS, the City and Sound Transit entered into the Agreement to construct, operate and maintain the East Link Project pursuant to the authority granted in City Resolution 8322 and Sound Transit Motion No. M2011-77;

WHEREAS, pursuant to the Umbrella Memorandum of Understanding (MOU) which was contemporaneously executed between the parties, the Parties engaged in a collaborative process for design and development of the East Link Project, including identifying potential cost savings;

WHEREAS, the Parties amended the MOU and this Agreement in 2013 to reflect alignment modifications as described in the First Amendment executed June 21, 2013;

WHEREAS, the Parties have elected to amend and restate the MOU thereby necessitating amendments to the Transit Way Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and Sound Transit do hereby agree to amend the Transit Way Agreement as described below.

1.0 Section 1.1 DEFINITIONS is amended as follows:

1.1 Memorandum of Understanding. "Memorandum of Understanding" or "MOU," means the Memorandum of Understanding approved by appropriate action of the City and of Sound Transit, as such MOU may be amended or modified by agreement of the parties.

2.0 Section 4.1 LIGHT RAIL TRANSIT WAY is amended as follows:

4.1 a) The City hereby grants in accordance with this Agreement to Sound Transit, its successors and assigns, a non-exclusive use of portions of the Public Right-of-Way, the general location of which is described and depicted on Exhibit "A," and the general profile of which is described and depicted on Exhibit "B," both attached and incorporated herein. The general location and profile, shown on Exhibits A and B and as the same may be amended pursuant to the MOU and this Agreement together shall be known as a Light Rail Transit

Way. Upon adoption of the City Requested Modifications as described in the MOU, Exhibits A and B shall be amended as appropriate. This grant is for the purpose of enabling Sound Transit to construct, operate, maintain, and own a Light Rail Transit System and the Light Rail Transit Facilities in the Light Rail Transit Way in accordance with the terms and conditions of this Agreement.

b) The City's Transportation Director and Sound Transit's Executive Director of Design Engineering Construction Management may, from time to time, jointly revise and modify Exhibits "A" and "B" to conform to the Final Construction Plans and the Final Right-of-Way Plans as long as the revisions are, in their professional judgment, within the scope and intent of Exhibit "A." Upon completion of construction of the Light Rail Transit System and Light Rail Facilities, the approved As-Built Final Right-of-Way Plans and Final Construction Plans shall be filed with the City Clerk.

c) Sound Transit expressly agrees that it will construct, operate and maintain the Light Rail Transit System in compliance with this Agreement and all applicable City permits, ordinances and state and federal laws. Sound Transit shall maintain the entire trackway through the City and all light rail vehicles operating on such tracks to ensure operating light rail train noise levels meet FTA ROD criteria and City permit requirements applicable at the time of permit approval.

3.0 Unless expressly revised by this Second Amendment, all other terms and conditions of the Transit Way Agreement shall remain in effect and unchanged by this Second Amendment.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Second Amendment to the Transit Way Agreement by having its authorized representative affix her or his name in the appropriate space below:

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT)	CITY OF BELLEVUE
By: _____	By: _____
Michael Harbour, Acting Chief Executive Officer	Brad Miyake, City Manager
Date: 5-6-15	Date: 5-6-15
Authorized by Motion No. M2015-33	Authorized by Resolution No.8903

Approved as to form:

By: _____
Stephen G. Sheehy, Legal Counsel

Approved as to form:

By: _____
Monica Buck, Assistant City Attorney