

When recorded, return to:
City Manager
City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA 98110



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS AGREEMENT AMENDMENT

Lease No. 20-085592

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Bainbridge Island
Legal Description: Area A - Section 26, Township 25 North, Range 2 East, W.M.
Area B - Sections 34 and 35, Township 25 North, Range 2 East, W.M.
Assessor's Property Tax Parcel or Account Number: N/A
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Lease: 4114-002-001

THIS LEASE AMENDMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF BAINBRIDGE ISLAND, a government agency ("Tenant").

BACKGROUND

Lease No. 20-085592 was entered into on the 15th day of January, 2011, by and between CITY OF BAINBRIDGE ISLAND as Tenant and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, as landlord ("State"), and recorded with the Kitsap County Auditor's office under recording number 201101110437.

The parties now desire to amend the Agreement under the following terms and conditions:

THEREFORE, the parties agree as follows:

SECTION 1 AMENDMENTS

Section 3.1 of the Lease is amended to read as specified in Exhibit A attached hereto.

SECTION 2 EFFECTIVE DATE

The amended provisions shall become effective as of April 30, 2017.

SECTION 3 NO RELEASE

State is not releasing any previous Assignor from fully performing the provisions of the Agreement in effect at the time of such assignment or as otherwise agreed in writing between the State, previous Assignor, and the Grantee.

SECTION 4 WARRANTIES

Tenant represents and warrants to State that (i) the Agreement is in full force and effect; (ii) Tenant is not in default or breach of the Agreement; (iii) Tenant has no knowledge of any claims, offsets, or defenses of the Tenant under the Agreement; and (iv) to the best of Tenant's knowledge, the Property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws.

SECTION 5 CONFIRMATION OF AGREEMENT

All other terms of the Agreement not inconsistent with this Amendment are hereby affirmed and ratified.

SECTION 6 RECORDATION

At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Amendment, Tenant shall record this Amendment in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number. If Tenant fails to record this Agreement, State may record it and Tenant shall pay the costs of recording upon State's demand.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

DOUG SCHULZE

Dated: _____, 20____

DOUG SCHULZE

City Manager

280 Madison Ave N

Bainbridge Island, WA 98110-1812

Phone: 206-842-2545

STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20____

KRISTIN SWENDDAL

Aquatics Division Manager

1111 Washington St SE

Olympia, WA 98504-7027

Approved as to Form this
This 22nd day of July 2016
Jennifer Clements, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that DOUG SCHULZE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of Bainbridge Island to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____
(Seal or stamp)

(Signature)

(Print Name)
Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
County of Thurston)

I certify that I know or have satisfactory evidence that KRISTIN SWENDDAL is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Aquatics Division Manager of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____
(Seal or stamp)

(Signature)

(Print Name)

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

My appointment expires _____

EXHIBIT A

Section 3.0 Term is amended to read as follows:

Section 3.1 Term Defined. The term of this Lease is Six (6) years (the "Term"), beginning on the 15th day of January, 2011 (the "Commencement Date), and ending on the 30th day of April, 2017 (the "Termination Date"), unless terminated sooner under the terms of this Lease.