

AMENDMENT No. 1 TO INTERAGENCY AGREEMENT

**HOPKINS HILL, DOG MOUNTAIN, BENNET ROAD STOCKPILE SITE, AND
LEWIS COUNTY COURT HOUSE RADIO TOWER**

This Amendment No. 1 (Amendment) to that certain agreement entitled INTERAGENCY AGREEMENT, HOPKINS HILL, DOG MOUNTAIN, BENNET RD STOCKPILE SITE AND LEWIS COUNTY COURT HOUSE RADIO TOWER, signed by WSDOT on September 27, 2012 and by Lewis County on October 9, 2012, is entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) and LEWIS COUNTY, a political subdivision of the State of Washington (COUNTY).

RECITALS

A. WSDOT and COUNTY entered into that certain agreement entitled INTERAGENCY AGREEMENT, HOPKINS HILL, DOG MOUNTAIN, BENNET RD STOCKPILE SITE AND LEWIS COUNTY COURT HOUSE RADIO TOWER, signed by WSDOT on September 27, 2012 and by Lewis County on October 9, 2012 (Agreement).

B. Section 25 Modifications of the Agreement provides for written amendments.

C. Section 3 of the Agreement authorizes the parties to extend the term of the Agreement and the parties desire to exercise this option.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this Amendment No. 1 as follows:

1. All capitalized terms used herein but not defined herein have the respective meanings set forth in the Agreement or, if not defined in the Agreement, have their ordinary and usual meaning. All Section and Exhibit references herein, if any, are to the Sections and Exhibits of the Agreement unless otherwise stated.

2. The term of the Agreement is extended from 11:59 p.m. August 31, 2016 to 11:59 p.m. August 31, 2021 (the "Expiration Date").

3. The effective date of this Amendment is the date of the last signature.

4. Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. The provisions of the Agreement, 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

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FCR: 4221RG, RB, and SI

the same instrument. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall govern and control.

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IN WITNESS WHEREOF, the parties hereto, having read this Amendment in its entirety, including all exhibits and attachments, if any, do agree in each and every particular and intending to be legally bound have executed this Amendment.

LEWIS COUNTY

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

By: _____
P. W. Schulte
Chair of Lewis County Board of
County Commissioners

By: _____
David A. Leighow,
Acquisition Program Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____

By: _____
Patricia K. Nightingale
Assistant Attorney General

Date: _____

LEWIS COUNTY ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss

COUNTY OF LEWIS)

On this _____ day of _____, 2016 before me personally appeared P. W. Shulte to me known to be the Chair of the Lewis County Board of County Commissioners that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he 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 THURSTON)

On this _____ day of _____, 2016 before me personally appeared David A Leighow, to me known to be the duly appointed Acquisition Program Manager, 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 _____, 2016.

(Signature)

(Print or type name)

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

My commission expires _____