

**SECOND AMENDMENT
TO
BALLOT DROP BOX USE PERMIT
(Pierce County Auditor)**

This Second Amendment to Ballot Drop Box Use Permit ("Second Amendment") is made and entered into by and between PIERCE TRANSIT, a Washington municipal corporation (hereinafter "Pierce Transit") and PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington (hereinafter "Pierce County"). PIERCE TRANSIT and Pierce County may hereinafter be referred to collectively as "Parties" or individually as a "Party."

WHEREAS PIERCE TRANSIT and Pierce County have entered into that certain Ballot Drop Box Property Use Permit ("Agreement") dated September 8, 2010 pursuant to which PIERCE TRANSIT granted to Pierce County and Pierce County accepted from PIERCE TRANSIT, the right to use certain parcels of real property consisting of the land and improvements commonly and legally described in Exhibit A attached hereto and by this reference incorporated herein ("Subject Properties"); and

WHEREAS PIERCE TRANSIT and Pierce County have entered into that certain First Amendment to Ballot Drop Box Property Use Permit ("Agreement") dated February 19, 2015 pursuant to which PIERCE TRANSIT and Pierce County removed reference to the Bonney Lake Park and Ride in Exhibit A-1 & C-1 and revised Section 11, the Notices section after Pierce Transit sold the property to Sound Transit; and

WHEREAS PIERCE TRANSIT and Pierce County now desire to amend the terms of the Agreement in accordance with this Second Amendment to remove the Tacoma Dome Park and Ride, located at 610 Puyallup Avenue, Tacoma, WA , Tax Parcel 207240011 ("hereinafter "The Tacoma Dome Park and Ride") and further revise Section 11, the Notices section; and

NOW, THEREFORE, for and in consideration the terms, covenants and conditions set forth below, PIERCE TRANSIT and Pierce County hereby agree as follows:

1. **Amendment to Exhibit "A-1" Common and Legal Descriptions of Subject Properties.** Exhibit "A-1" shall be replaced with the attached Exhibit "A-2" to remove the Tacoma Dome Park and Ride from the Agreement.
2. **Amendment to Exhibit "C-1" Depiction of the Premises.** Exhibit "C-1" shall be replaced with the attached Exhibit "C-2" to remove the Tacoma Dome Park and Ride from the Agreement.
3. **Amendment to Section 11. Notices.** Section 11 is deleted and substituted with

11. Notices. Any notices required or desired to be given shall be by telephone, electronic mail and U.S. mail to the person(s) set forth below:

To Pierce Transit: Pierce Transit
Attn: Larry McCarty, Facilities Maintenance Manager
3701 96th Street SW
Lakewood, WA 98499-4431
Telephone: 253-581-8053
Email: lmccarty@piercetransit.org

Copy to: Pierce Transit
Attn: Barbara Strong-Nelson, Special Events Coordinator
3701 96th St SW
Lakewood, WA 98499
Telephone: 253-581-8001
Email: bnelson@piercetransit.org

To Pierce County: Pierce County Auditor - Elections Division
Attn: Kyle Haugh /Mike Rooney
2501 South 35th Street, Suite C
Tacoma, WA 98409-7284
Telephone: 253-798-6587 (Haugh)
253-798-2148 (Rooney)
Email: kyle.haugh@piercecountywa.gov (Haugh)
mike.rooney@piercecountywa.gov (Rooney)

Copy to: Pierce County Facilities Management
Attn: Real Property Management Specialist
1102 Broadway, Suite 302
Tacoma, WA 98402-2160
Telephone: 253-798-7223
Email: rick.tackett@piercecountywa.gov

Copy to: Pierce County Prosecuting Attorney/Civil Division
Attn: Soojin Kim, Deputy Prosecuting Attorney
955 Tacoma Avenue South, Suite 301
Tacoma, WA 98402-2160
Telephone: 253-798-4168 (Direct Line)
Email: soojin.kim@piercecountywa.gov

4. Amendment to Section 5. Use of Premises. Section 5 is amended and the following Section 5.3. is added

5.3 Change of Location/Removal. If during the Use Period or any Renewal Period Pierce Transit determines the Drop Box is no longer compatible with its use and occupancy of the Subject Property, it may require Pierce County to either: (a) move the Drop Box to a newly-designated location upon the Subject

Property, whereupon Pierce Transit shall reimburse Pierce County for the documented, reasonable cost of such move and for restoring the previous location to the condition required in Section 17 below. Upon completion of such move, the newly-designated location shall for all purposes hereunder become the "Premises" and Exhibit C shall be amended as necessary to depict the same; or (b) remove the Drop Box from the Subject Property, whereupon Pierce Transit shall reimburse Pierce County for the documented, reasonable cost of moving the box to a new location and for restoring the previous location to the condition required in Section 17 below. The foregoing notwithstanding, Pierce County shall not be required to move or remove the Drop Box during the six (6) month period between June 1 and November 30.

In the event Pierce County determines the Drop Box is no longer compatible with its use and occupancy of the Subject Property, it may, at its sole expense, remove the Drop Box and any associated mounting hardware from the Premises and leave the Premises in a neat, clean, sanitary and original condition, ordinary wear and tear excepted.

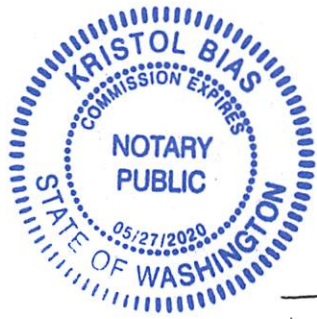
5. **Construction.** This Second Amendment was negotiated under circumstances in which each party had the opportunity to seek the assistance of their own legal counsel and shall be construed according to its fair meaning and not strictly for or against either party.
6. **Authority.** Landlord and Tenant each represents and warrants to the other that it has the power and authority to execute this Second Amendment and that there are no third party approvals required to execute this Second Amendment or to comply with the terms and conditions set forth herein.
7. **Ratification and Confirmation.** The Agreement, except as amended by the Second Amendment is hereby ratified and confirmed and shall remain in full force and effect in accordance with its original terms and conditions.
8. **Effective Date of Second Amendment.** The effective date hereof shall be the date the Pierce County Executive (who shall be the last person to sign) shall have executed this Amendment as indicated opposite his name below.

[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

PIERCE TRANSIT SIGNATURE PAGE

PIERCE TRANSIT, A Washington municipal corporation:

By: *Susan Dreier* *5/2/19*
Susan Dreier, CEO Date



Kristol Bias

5/2/2019

Kristol Bias /
Assistant to the CEO/Deputy
Clerk of the Board
Pierce County



PIERCE COUNTY SIGNATURE PAGE


PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington:

APPROVED AS TO LEGAL FORM ONLY:

By:  5/22/2019
Deputy Prosecuting Attorney Date

RECOMMENDED:

By:  6/5/19
Director, Budget and Finance Date

By:  05.31.19
Pierce County Auditor Date

FINAL ACTION:

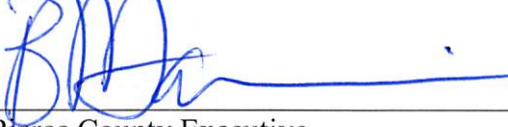
By:  6/11/19
Pierce County Executive

EXHIBIT A-2
(Common and Legal Descriptions of Subject Properties)

72nd Street Park & Ride

Site address: 1319 E 72nd Street, Tacoma, WA

Tax Parcel: 916000592

Legal Description:

Section 27 Township 20 Range 03 Quarter 24 UNION PACIFIC: UNION PACIFIC PARCEL 'B' OF BOUNDARY LINE REVISION 94-06-02-0287 DESC AS FOLL LOTS 1 THRU 12 BLK 49 TOG/W LOTS 1 THRU 12 BLK 50 TOG/W THAT POR OF LOTS 1 THRU 12 BLK 51 DESC AS FOLL BEG AT SW COR O

Lakewood Park & Ride

Site address: 10417 S. Tacoma Way, Lakewood, WA

Tax Parcel: 5095000054

Legal Description:

Township 19 Range 03 Quarter 32 LAKE VIEW PARK: LAKE VIEW PARK POR B4, 5, 18, 10, 19 & 24 & POR VAC WATER ST, OLYMPIA AVE & ALLEYS LY WLY OF SR 5, SCOTT RD TO TAC & SELY OF FOLL DESC LI BEG AT A PT OPPOSITE HES 1091+66 ON SURVEY LI OF SR 5 & 1

Roy Y Park & Ride

Site address: 19110 SR 7 E, Tacoma, WA

Tax Parcel: None

Legal Description:

Parcel A (PARK & RIDE FACILITY)

Commencing at the POINT OF BEGINNING; thence south 86°17'30" west, 176.76 feet; thence along a curve to the right having a central angle of 22°00'00" and radius of 540.00 feet, a distance of 207.34 feet; thence north 71°42'30" west a distance of 92.27 feet to the southeasterly right-of-way line of State Highway No. 507; thence north 17°31'30" east along said southeasterly right-of-way line a distance of 123.54 feet; thence along a curve to the right having a central angle of 98°14'58" and a radius of 144.8 feet, a distance of 248.3 feet to the intersection with the southwesterly right-of-way line of State Highway No. 7; thence south 42°49'30" east along said right-of-way a distance of 338.61 feet, more or less, to the POINT OF BEGINNING.

Contains 1.85 acres, more or less.

EXHIBIT "B"

JUL 26 1993

**EXHIBIT C-2
(Depiction of Premises)**

72nd Street Park & Ride
 Site address: 1319 E 72nd Street, Tacoma, WA
 Tax Parcel: 916000592

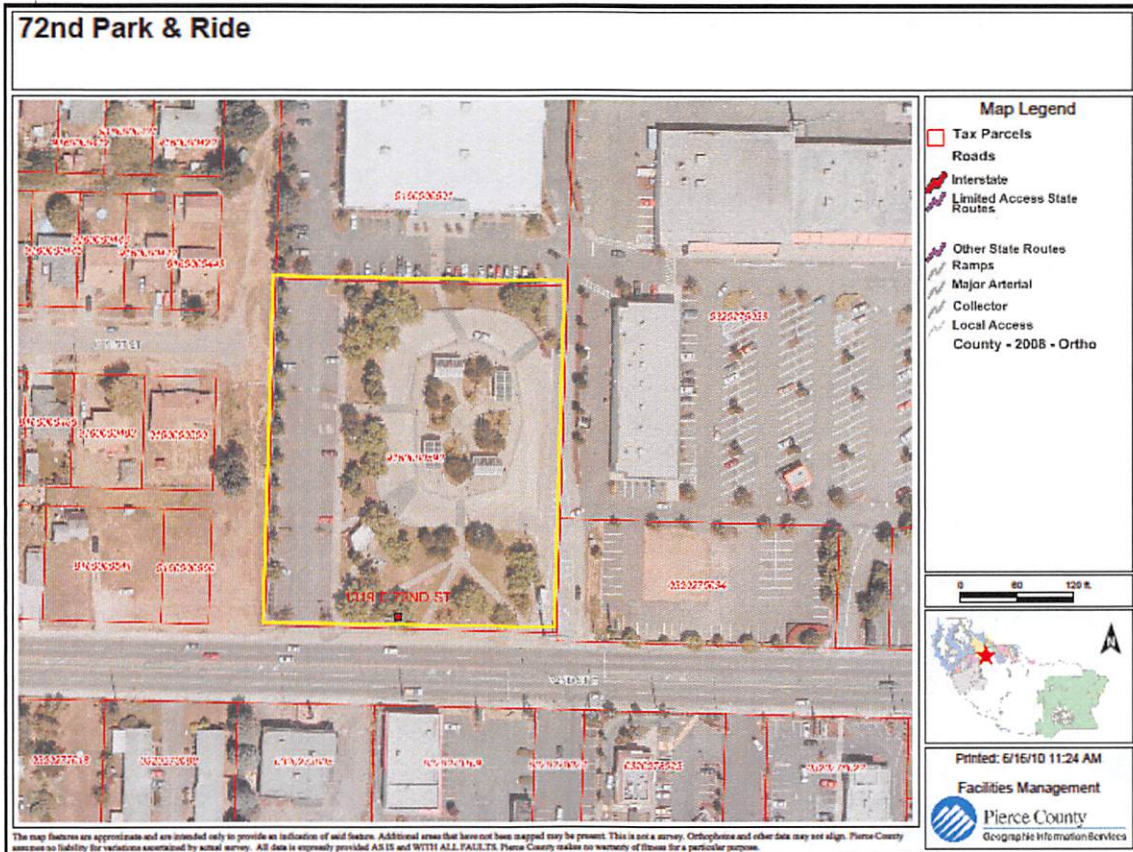


EXHIBIT C-2
(Depiction of Premises)
Continued

Lakewood Park & Ride
Site address: 10417 S. Tacoma Way, Lakewood, WA
Tax Parcel: 5095000054

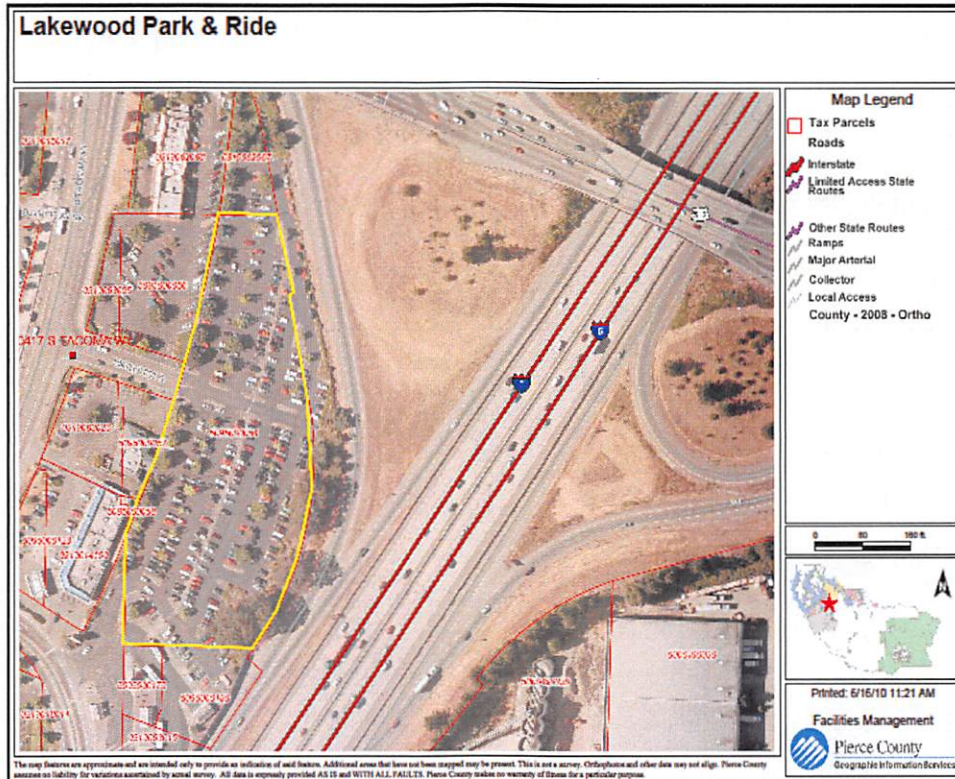


EXHIBIT C-2
(Depiction of Premises)
Continued

Roy Y Park & Ride
Site address: 19110 SR 7 E, Tacoma, WA

