

**FIRST AMENDMENT TO LEASE OF RAIL OPERATIONS  
AND REAL AND PERSONAL PROPERTY**

**BY AND BETWEEN  
THE CITY OF TACOMA AND  
WESTERN WASHINGTON RAILROAD, LLC**

**PROJECT NO. 2022-111  
DOCUMENT NO. L186 A1**

This First Amendment (“Amendment”) made as of this 29<sup>th</sup> day of September, 2022, (“Amendment Effective Date”) by and between Tacoma Rail Mountain Division owned by the City of Tacoma (“City”) – a first class City under the laws of the State of Washington, by and through the Tacoma Rail Mountain Division, a division of the City of Tacoma, Department of Public Works, hereinafter referred to as “Lessor”, and WRL, LLC, a Washington limited liability company and hereinafter referred to as “Lessee”. Each of Lessor and Lessee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS the Parties entered into a Lease of Rail Operations and Real and Personal Property beginning on October 1, 2021 and ending on September 29, 2022 (“Agreement”), which leased to the Lessee the Premises as described in the Agreement, and

WHEREAS the Parties desire to amend the Agreement to increase the consideration paid by Lessee, and

WHEREAS the Parties desire to amend the Agreement to extend the Term and include one option to renew, and

NOW, THEREFORE, the Parties hereby agree that, as of the Amendment Effective Date, the Agreement shall be amended as follows:

1. Section 2.7 is hereby replaced in its entirety and superseded to read as follows:

**SECTION 2.7** **Fee.** For the first 364 Days (October 1, 2021 – September 29, 2022), Lessee shall pay Lessor a fee of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) on or before the Effective date of this Agreement.

For subsequent years, Lessee shall pay Lessor a fee of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200.00) on or before the anniversary of Effective date of this Agreement.

2. Section 3.1 is hereby replaced in its entirety and superseded to read as follows:

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**SECTION 3.1** Effective Date and Term. This Agreement shall become effective as of the Effective Date, and the terms hereof shall continue in effect until Year and 364 Days after the Effective Date (the "Expiration Date") unless renewed as provided at section 3.5 of this Agreement. Notwithstanding the foregoing, to the extent provided herein certain terms and conditions of this Agreement and any related provisions necessary for the enforcement and or administration thereof may survive and be enforceable beyond the term of this Agreement where expressly provided in this Agreement.

3. Article III is hereby amended by the addition of new section 3.5 to read as follows:

**SECTION 3.5** Option to Renew. The Term of this Lease may be extended upon the same terms and conditions as set forth herein for one (1) additional term of one (1) year (a "Renewal Term" and collectively with the Term, the "Term"), upon mutual written assent by Lessor and Lessee.

4. Except as specifically modified herein, all terms and conditions of the Agreement shall remain the same and in full force and effect.

**IN WITNESS WHEREOF** the parties hereto have executed this document as of the day and year first above written.

CITY OF TACOMA

WRL, LLC

By: \_\_\_\_\_  
Victoria Woodards  
Mayor

By: \_\_\_\_\_  
Paul Didelius,  
Managing Member

Attest

By: \_\_\_\_\_  
Doris Sorum  
City Clerk

APPROVED:

By: \_\_\_\_\_  
Elizabeth A. Pauli  
City Manager

AUTHORIZED:

By: \_\_\_\_\_  
Josh Diekmann, P.E. PTOE  
Interim Public Works Director / City Engineer

By: \_\_\_\_\_  
Dale King  
Tacoma Rail Superintendent

By: \_\_\_\_\_  
Andrew Cherullo  
Finance Director

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Christopher Bacha  
Chief Deputy City Attorney

**LESSOR ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
 ) ss.  
County of Pierce )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Victoria Woodards, to me known to be the Mayor of the City of Tacoma, a municipal corporation operating under the laws of the State of Washington, who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act for the uses and purposes therein mentioned and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

**LESSEE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared Paul Didelius to me known to be the Managing Member of WRL, LLC a Washington limited liability company, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_