

**AMENDMENT #1**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF TUMWATER AND LOTT CLEAN WATER ALLIANCE REGARDING A PURCHASE AND**  
**SALE AGREEMENT FOR PROPERTIES IN THE DESCHUTES VALLEY**

This Amendment is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the City of Tumwater (City) and LOTT Clean Water Alliance (LOTT);

**WHEREAS**, the City and LOTT entered into a Memorandum of Understanding (MOU) dated November 29, 2023 concerning steps to be taken in preparation for entering into a possible purchase and sale agreement for properties located in the Deschutes Valley; and

**WHEREAS**, the LOTT Board of Directors does not typically meet during the month of July; and

**WHEREAS**, the Tumwater City Council does not typically meet during the month of August; and

**WHEREAS**, the City and LOTT desire to amend the MOU as set forth herein;

**NOW THEREFORE**, the City and LOTT agree as follows:

1. Section II (D) is amended to read as follows:

The Parties agree to advance evaluation and discussion of a possible sale with staff and their respective governing bodies and determine the desire to move forward with a purchase and sale agreement by ~~March 31, 2024~~ May 31, 2024.

2. Section II (E) is amended to read as follows:

Should the City determine ownership of the Property is desirable, the City will provide LOTT a written Letter of Intent by ~~March 31, 2024~~ May 31, 2024 stating its interest in acquiring the Property. Within ~~60~~ 90 days of receipt of said Letter of Intent, the LOTT Board of Directors will consider action declaring the property surplus to LOTT's needs.

3. Section III (A) is amended to read as follows:

Term and Amendment. This MOU anticipates the Parties will determine feasibility and condition of sale and satisfactory use of the Property on or prior to ~~June 30, 2024~~ December 31, 2024. If a purchase and sale agreement for the acquisition of the Property is not completed on or before that date (or an extension of that date agreed to by both Parties), this MOU will terminate. The Parties may mutually agree to extend this MOU beyond this date. Any amendment to this MOU must be in writing and mutually agreed to by both Parties.

4. All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

**SIGNATURES**

LOTT CLEAN WATER ALLIANCE

By: \_\_\_\_\_  
Matthew J. Kennelly, PE  
Executive Director

Date: \_\_\_\_\_

CITY OF TUMWATER

By: \_\_\_\_\_  
Debbie Sullivan  
Mayor

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Melody Valiant  
City Clerk

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Karen Kirkpatrick  
City Attorney

Date: \_\_\_\_\_