

**PARKING ADDENDUM TO INTERLOCAL AGREEMENT FOR EXCHANGE
OF LAND AND TO FACILITATE CONSTRUCTION OF NEW LIBRARY**

THIS ADDENDUM is executed and entered into by and between the City of Redmond ("the City") and the King County Rural Library District ("the District"), pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

WHEREAS, the City and the District (together "the parties") entered into an "Interlocal Agreement for Exchange of Land and to Facilitate Construction of New Library" on June 24, 1997 ("the Agreement"), and

WHEREAS, the Agreement provided for the District to convey an existing library building and land to the City in exchange for vacant land on which a new library was to be built by the District, and

WHEREAS, the Agreement also provided for additional consideration and cooperation on parking issues related to the District's new library and to the City's redevelopment of its municipal campus, and

WHEREAS, the District has completed construction of its new library and the City is nearing completion of a new city hall and new parking structure on its municipal campus, and

WHEREAS, the parties continue to agree that parking is critical to the functioning of the new library and to the integration of the library site conveyed to the City in 1997 into the City's municipal campus, and

WHEREAS, the circumstances concerning parking have changed since the Agreement was signed, and in particular:

- (a) the City intends to construct a new surface parking area for City Hall visitors to the east of the new City Hall in the area marked "New City Surface Parking" on the map attached as Exhibit A to this Addendum, and
- (b) the District intends to construct a structured parking building to promote the functioning of the new library, which building will be west of the existing library in the area marked "New Library Parking Structure" on the map attached as Exhibit A to this Addendum, and

WHEREAS, for the foregoing reasons the parties desire to amend the Agreement to reflect new arrangements and agreements regarding parking, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

Paragraph 12 of the Agreement is replaced with the following:

In order to promote mutually compatible, long-term parking solutions for the parties' neighboring properties, the parties agree to enter into legally binding documents (such as, but not limited to, easements), in order to implement the following commitments:

A. Reciprocal Access Arrangements

1. Access Over District Property During Construction of New Surface Parking. During the construction period for new surface parking (marked "New Surface Parking" on Exhibit A), and for the purpose of facilitating such construction, the City and its designated contractors will have the right to access the construction area via the District's property. The parties agree to cooperate on the designation of the route across the District's property, the safety measures to be taken, and the cleanup measures to be used. As part of the construction, the City agrees that it will cause its contractors to restore the District's property to the condition it was in immediately prior to its use by the City and its contractors for access, ordinary wear and tear and the newly constructed improvements described below excepted.

2. Access Over City Property During Construction of New Library Parking Structure. During the construction period for the District's parking structure (shown as the "New Library Parking Structure" on Exhibit A), and for the purpose of facilitating such construction, the District and its designated contractors will have the right to access the construction area for the New Library Parking Structure via the City's property. The access contemplated by this paragraph shall be secondary only, and the primary construction access to the New Library Parking Structure shall be from public streets or from property owned by the District or by another party other than the City. The parties agree to cooperate on the designation of the route across the City's property, the safety measures to be taken, and the cleanup measures to be used. As part of the construction, the District agrees that it will cause its contractors to restore the City's property to the condition it was in immediately prior to its use by the District and its contractors for access, ordinary wear and tear and the newly constructed improvements described below excepted.

3. Permanent Access Over District Property to City Parking. The City and its visitors will have the right to access the new surface parking area for City Hall, shown as "New City Surface Parking" on Exhibit A, via the District's property. The City and the District will work cooperatively on designating the route for such access, to the extent a specific route for such access is reasonably required.

4. Permanent Access over City Property to Library Parking. The District and its library patrons will have the right to access those parts of the New City Surface Parking that are transferred to District ownership (as described in paragraph C below), via the City's property. The City and the District will work cooperatively on designating the route for such access, to the extent a specific route for such access is reasonably required. The City agrees to give good faith consideration to allowing access to the New Library Parking Structure via the City's property at such time as the New Library Parking Structure is designed and an access route specified. Any such access shall, however, be

secondary only and the primary access to the New Library Parking Structure shall be from public streets or from property owned by the District or by another party other than the City.

B. Parking Arrangements Compensated by District

1. Parking for Library Patrons During Construction of New Library Parking Structure. The City will work cooperatively with the District to accommodate temporary parking for library patrons on a space available basis on the City's municipal campus during the construction period for the District's parking structure shown as the "New Library Parking Structure" on Exhibit A. Such accommodation may include some use of the City's parking structure, use of the City's existing temporary parking lot located on the NE corner of the City's municipal campus (if the same exists at the time the District's parking structure is constructed), or elsewhere on the City's property. The use of any City property for temporary parking by library patrons shall be subject to the payment of reasonable, market rate compensation for such use by the District. The City and the District shall reach agreement on such compensation prior to the use of City property for temporary library parking.

2. Parking for Library Employees in New City Parking Structure. Upon completion of the parking structure on the City's municipal campus, the District shall have the option of temporarily using up to twenty (20) spaces in the structure for parking by District employees, provided that

(a) The City and the District can agree upon an amount and method of payment, such as an employee monthly or periodic rate or lump sum payment, which fully reimburses the City for the marginal cost of constructing the twenty (20) spaces. In the event that the City and the District cannot agree on such amount and method of payment within ninety (90) days after the District advises the City of the District's desire to use such spaces, the District's rights under this paragraph shall terminate; and

(b) All rights of the District to use parking spaces within the City parking structure shall terminate and expire upon: (i) the completion of the New Library Parking Structure, or (ii) January 1, 2015, whichever occurs first.

C. Surface Parking Arrangements

1. District to Pay for Parking Stalls Constructed by City on District Property. After the final reconfiguration of the parties' respective lots as provided in Paragraph 10 of the Agreement, a number of parking stalls to be constructed by the City in conjunction with the New City Surface Parking area will be located on the District's post-lot line adjustment property. In order to reimburse the City for such construction, at the time the final lot line adjustment contemplated by the said Paragraph 10 is recorded, the District agrees to pay the City \$1,000.00 per stall for each such parking stall constructed by the City and thereafter to be located on the District's property. The total number of stalls subject to this paragraph is estimated to be thirty (30) and the total compensation to be

paid by the District to the City is thus estimated at \$30,000.00, but the final number of stalls and the final compensation amount shall be determined at the time of recording.

2. Signage and Parking Management on Surface Parking Areas. Once the lot line adjustment has changed ownership of surface parking lots as described in Paragraph 10 of the Agreement, and subject to obtaining any required sign permits, both the City and the District retain the right to erect signage on their respective properties limiting parking during the regular business hours of their respective facilities to their respective staffs and customers. The District and the City will work together to manage parking-related issues such as signage, parking restrictions, monitoring, maintenance, and similar matters. The District and the City also agree to consider in good faith any further cooperative parking arrangements that may be to the benefit of both parties.

3. Warranties/Maintenance. The parking stalls, landscaping, irrigation, and any other improvements constructed by the City and to be located on the District's property after the final lot line adjustment contemplated by Paragraph 10 of the Agreement shall be conveyed to the District by the City without any warranty by the City as to workmanship, materials, fitness for use, or any other warranty whatsoever, all of which warranties are hereby expressly disclaimed. By signing off on the lot line adjustment and agreeing to its recording, the District agrees that it accepts all such improvements without warranty from the City. However, the City agrees that during the one year warranty period provided by the contractor constructing the New City Parking area, the City will cause the City's landlord as to such area or the contractor constructing the improvements to fulfill any warranty or maintenance obligations they may have with respect to the parking stalls, landscaping, and irrigation system to be located on the District's post-lot line adjustment property. As part of the contemplated legally binding documents to be entered into between the parties in the future in furtherance of this Addendum, the parties agree to work together to develop a plan for the long-term maintenance of any parking areas and access routes to be jointly used by the parties.

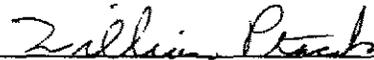
D. Indemnity and Insurance.

1. Indemnity. Except as provided herein, each party agrees to indemnify and hold the other harmless from any negligent act, error, or omission of the indemnifying party in the performance of any obligation set forth in this Addendum. Except as provided in clause C.3 above, the City shall not be required to indemnify or hold the District harmless for any negligence of the City, its landlord, or its landlord's contractors in the design or construction of the parking stalls, landscaping, irrigation system, or other improvements to be located on the District's property after the final lot line revision contemplated by Paragraph 10 of the Agreement.

2. Insurance. Each party agrees to maintain adequate insurance to cover its potential liability and the indemnity obligations of this paragraph.

ENTERED INTO by the parties on the last date set forth below.

KING COUNTY RURAL LIBRARY
DISTRICT

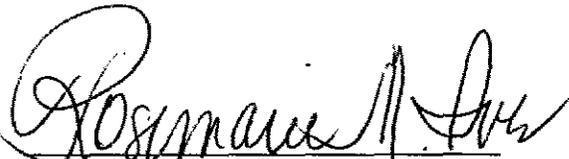


WILLIAM PTACEK, DIRECTOR
Date: December 28, 2005

APPROVED AS TO FORM:

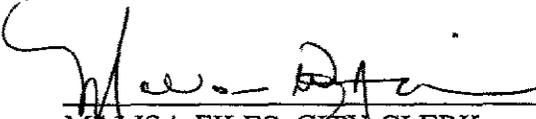
ATTORNEY FOR DISTRICT

CITY OF REDMOND



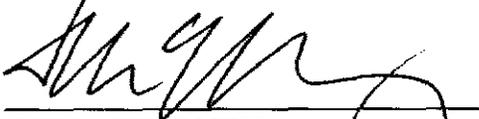
MAYOR ROSEMARIE M. IVES
Date: 12/7/05

ATTEST/AUTHENTICATED



MANISA FILES, CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

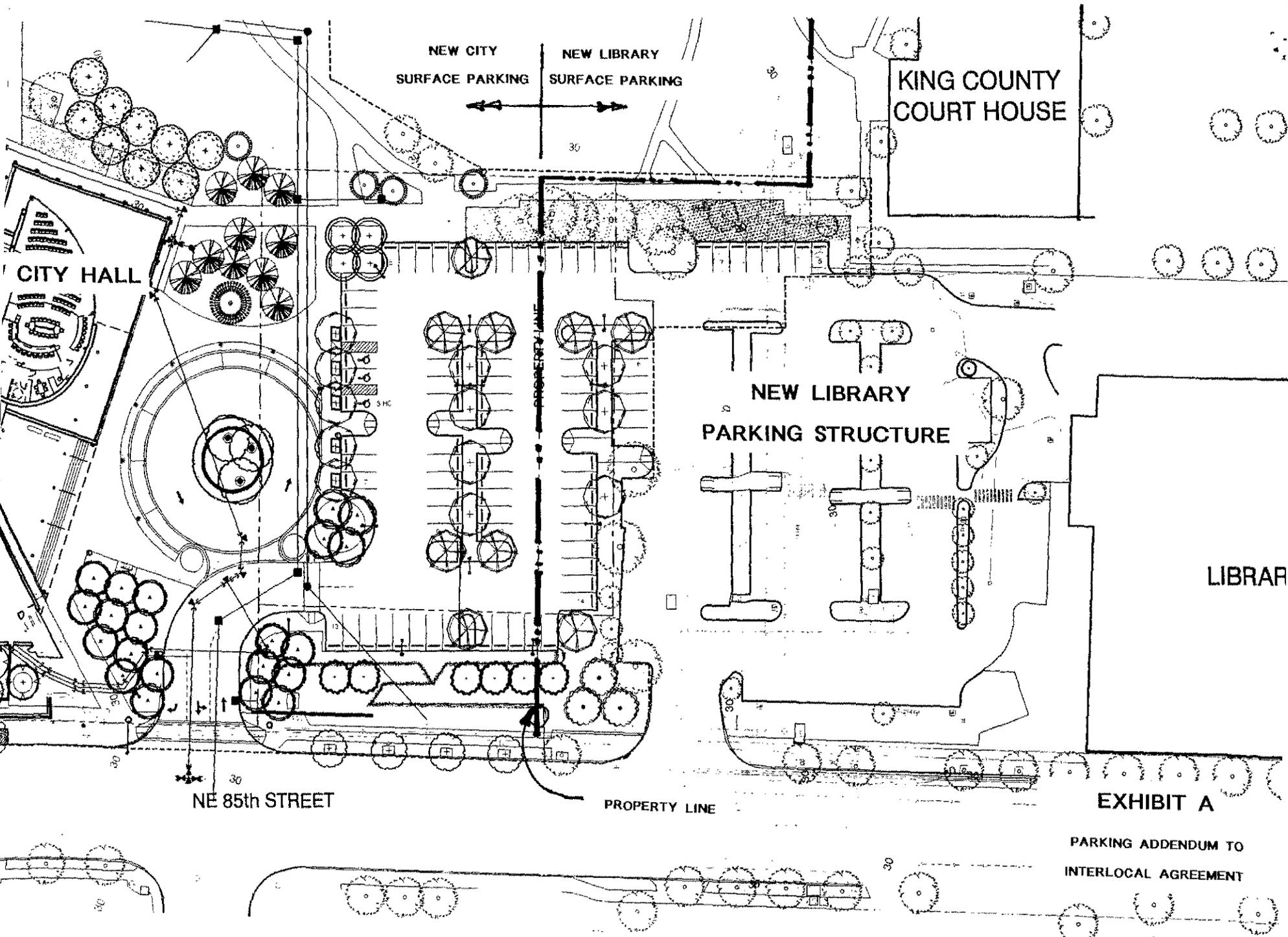


EXHIBIT A

PARKING ADDENDUM TO
INTERLOCAL AGREEMENT