



**King County
Property Services Division**

Department of
Executive Administration

King County Administration Building
500 Fourth Avenue Room 500
Seattle, Washington 98104

(206) 296-7470 FAX 296-0196

June 18, 1993

Mr. Bill Ptacek, Executive Director
King County Library System
300 8th Avenue North
Seattle, WA 98109-5191

RE: Richmond Beach Center Park Lease and Interlocal Agreement

Dear Mr. Ptacek:

Enclosed for your records is a fully executed copy of the 35-year Lease and of the Interlocal Agreement between the King County Library System (KCLS) and King County.

As referenced above, in conjunction with the Lease, the parties are executing an Interlocal Agreement which, among other things, gives the County the right to use KCLS library facilities according to the terms of the Interlocal Agreement.

Thank you for your cooperation throughout.

Sincerely,

Pearl McElheran
Manager

PM:kek

Enclosure



May 26, 1993

Mr. Bill Ptacek, Director
King County Library System
300 Eighth Avenue North
Seattle, WA 98109

Re: Lease Agreement at Richmond Beach Center Park between King County and King County Rural Library District (the "Lease") and Interlocal Agreement Between King County and the King County Rural Library District for the Provision of Library Services at King County Richmond Beach Center Park (the "Interlocal Agreement")

Dear Mr. Ptacek:

This letter reflects the resolution of discussions between King County (the "County") and the King County Rural Library District ("KCLS") regarding the interpretation and application of certain provisions of the Lease and the Interlocal Agreement.

Lease

1. Wherever the County has reserved a right of approval in Part I, Section 1, the County shall make a good faith effort to reply to the request for approval within fifteen (15) days. However, if the County does not respond within fifteen days of a written request for approval, the County will not be deemed to have approved the matter in responsible for acting on all requests for approval made by KCLS under Section 1. *question. The Manager of the King County Parks Division will be*
2. The County's review and approval of plans and specifications under Part I, Section 3 will be limited to confirming the plans and specifications are consistent with the project design approved under Part I, Section 2.
3. If KCLS reasonably determines that Park visitors parking in the library parking lot adversely affects the ability of library users to visit the library, up to one-half of the spaces in the library parking lot may be designated for use by library visitors only during the library's operating hours.

PLEASE INIT
[Signature]

Interlocal Agreement

1. The County will adhere to the Policies and Guidelines for Use of Library Meeting Rooms, as they may change from time to time, when using meeting rooms.

County of King
State of Washington

By: [Signature] 6/17/93
Linda Dougherty Date
Manager, King County Parks
Division

Approved as to Form:

By: _____ Date _____
Deputy Prosecuting
Attorney

King County Rural Library District,
doing business as King County Library System

By: William H. Ptacek 5/26/93
William H. Ptacek Date
Director

By: Susan Churchill 5/26/93
Susan Churchill, Date
President, Board of Trustees

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE KING COUNTY LIBRARY SYSTEM
FOR THE PROVISION OF LIBRARY SERVICES
AT THE KING COUNTY RICHMOND BEACH CENTER PARK**

This Agreement is made and entered into this 6 day of June 1993 by and between King County (hereinafter "County") and the King County Rural Library District, doing business as King County Library System (hereinafter "KCLS").

WHEREAS, the County has determined that the promotion of literacy and reading is an important objective; and

WHEREAS, the KCLS's branch library in the Richmond Beach community is housed in an inadequate facility with the result that the Richmond Beach community is underserved; and

WHEREAS, the County has determined that the development of a library in the Richmond Beach Center Park would provide enhanced educational and recreational benefits by allowing users to enjoy the benefits of both park and library services on the same visit; and

WHEREAS, a library at the Richmond Beach Center Park could provide needed space for the County Parks Division's fee-and non-fee programs; and

WHEREAS, the KCLS's policy is to take all reasonable efforts to respond to strong expressions of support from a community for its services; and

WHEREAS, the KCLS has included the construction of a new library in the Richmond Beach community in its long-range capital plan in response to strong support for greater service from the community and from the County;

THEREFORE, the KCLS and the County hereby agree as follows:

1. Construction and Operation of a Library

- A. The KCLS will construct and, during the term of this Agreement, operate a library at the Richmond Beach Center Park.

The KCLS will guarantee public access to the library building.

The library will include an indoor meeting space that accommodates 25 to 30 people which will be available for scheduled use by the public and by County Parks Division operated workshops and classes. The meeting space will be designed in such a manner as to provide access independent of the library portion of the building. The Parks Division or any County agency may use this meeting room and any meeting room in any building owned or operated by the KCLS for the purpose of conducting County business, including fee-supported programs.

KCLS staff will be responsible for scheduling the meeting rooms desired to be used by the County in accordance with established policies and guidelines of the KCLS (Attachment A, "Policies for Use of Library Meeting Rooms").

KCLS retains the right to make changes in the policies and guidelines governing its meeting rooms, provided any such changes do not abridge any rights of the County to use the meeting rooms under the terms of this Agreement.

B. The County will pay the KCLS the sum of One Hundred Forty-Six Thousand, Five Hundred (\$146,500.00) for the provision of library services in the Richmond Beach community and for use of any of its meeting rooms in any building owned or operated by the KCLS within King County.

2. Lease of Space for a Library Building. The County agrees to lease to the KCLS sufficient space for the construction and operation of a library at the Richmond Beach Center Park.

Consideration for the lease will be fair market value, the terms and conditions of which will be set forth in a separate Lease Agreement.

3. Duration. This Agreement shall be effective on the date upon which it has been signed by both parties and shall be coterminous with the thirty-five year Lease Agreement between the County and the KCLS at the Richmond Beach Center Park.

4. Indemnifications and Hold Harmless.

A. KCLS shall indemnify and hold harmless the County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the KCLS, its officers, agents and employees in performing services pursuant to this Agreement.

In the event that any suit based upon such a claim, action, loss or damage is brought against the County or the County and the KCLS, KCLS shall defend the same at its sole cost and expense and, if final judgment be rendered against the County and its elected officials, officers, agents and employees or jointly against the County and the KCLS and their respective officers, agents and employees, the KCLS shall satisfy the same.

B. The County shall indemnify and hold harmless the KCLS and its officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its elected officials, officers, agents and employees in performing services pursuant to this Agreement.

In the event that any suit based upon such a claim, action, loss or damage is brought against the KCLS or the KCLS and the County, County shall defend the same at its sole cost and expense and, if final judgment be rendered against the KCLS and its officers, agents and employees or jointly against the KCLS and the County and their respective officers, agents and employees, the County shall satisfy the same.

5. Non-Discrimination. The KCLS and the County are Equal Opportunity Employers. The KCLS and the County shall comply with all applicable non-discrimination laws or requirements.
6. Waiver and Amendments. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed in advance by the parties hereto.
7. Default.
 - A. In the event the KCLS violates any of the conditions of this Agreement, the County shall be entitled to specific performance of the Agreement.
 - B. In the event the County violates any of the conditions of this Agreement, the KCLS shall be entitled to specific performance of the Agreement.
 - C. Unless otherwise provided for herein, in the event either Party should commence legal proceedings to enforce any provisions of this Agreement, each Party shall be responsible for all of its costs and expenses incurred in connection with such proceedings, including attorney's fees.
8. Termination. Either the County or KCLS may terminate this Agreement upon written notice to the other party if the duties, obligations or services required herein become impossible, illegal or prohibited. If termination occurs prior to commencement of operations of the new library contemplated herein, all funds paid by the County to KCLS shall be returned. If termination occurs after commencement of operations of the library, the amount to be returned to the County shall be 1/35th of the amount prepaid for library services (146,500), multiplied by the number of years remaining of the thirty-five year term of this Agreement.
9. Administration of Agreement. The KCLS and County shall each appoint a representative to review compliance with this Agreement and to resolve any conflicts. The KCLS and County shall notify the other in writing of its designated representative. The administrators of the Agreement shall meet as needed. Either Party is authorized to convene a meeting with a minimum of ten (10) calendar days written notice to the other.

Any conflict that is not resolved by the Agreement administrators within ten (10) working days of the meeting held to discuss the conflict shall be referred to the

Director, KCLS and the King County Director of Parks, Planning and Resources who shall resolve the conflict.

In the event that the conflict cannot be resolved to the Parties satisfaction, either Party may initiate litigation to preserve its rights under this Agreement.

- 10. Partial Invalidity. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- 11. Entire Agreement. KCLS and the County agree that this Agreement is the complete expression of the terms hereto and any oral or written representation or understanding not incorporated herein are excluded. KCLS and the County recognize that time is of the essence in the performance of the provisions of this Agreement.

COUNTY OF KING
STATE OF WASHINGTON

KING COUNTY RURAL LIBRARY
DISTRICT, doing business as
KING COUNTY LIBRARY SYSTEM

By: [Signature] 6/14/93
Date
TIM HILL
King County
Executive

By: [Signature] 5/24/93
Date
WILLIAM H. PTACEK, Date
Director

By: [Signature] 7/24/93
Date
SUSAN CHURCHILL
President, KCLS
Board of Trustees

Approved as to Form:

By: [Signature] 5-28-93
Date
Deputy Prosecuting Attorney

Acting under authority
of Motion No. 8950.

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this day personally appeared before me William Prout
to me known to be the _____ of the _____
that executed the foregoing instrument, and acknowledged the said instrument to
be the free and voluntary act and deed of said corporation for the uses and purposes therein
mentioned and that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 22 day of June
19 93.

Paul M. Carter
NOTARY PUBLIC in and for the State of
Washington residing at Kenji
My appointment expires 11/1/96

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that George E. Northcroft signed this instrument, on oath stated that she was
authorized by the King County Executive to execute the instrument, and acknowledged it as
the ~~Acting~~ Director of the Department of Executive Administration of King County,
Washington to be the free and voluntary act of said County for the uses and purposes
mentioned in the instrument.

Date: 6/8/93

NOTARY PUBLIC
State of Washington
WINNIE NG
Commission Expires March 30, 1997

Winnie Ng
NOTARY PUBLIC in and for the State of
Washington residing at Same
My appointment expires 3/30/97

POLICIES FOR USE OF LIBRARY MEETING ROOMS

Library Meeting Rooms Use

It is the policy of the Library Boards to provide meeting rooms in the various libraries for the community as a free public service for non-commercial purposes, giving preference to library-sponsored programs. ~~All meetings must be open to the public at no charge; meetings must not be restricted to any particular group.~~

~~While using the meeting rooms, no admission may be charged; no dues, fees, or contributions may be solicited, collected, or accepted, no products, services, or memberships may be advertised, solicited or sold.~~

Groups using library meeting rooms must avoid advertising and publicity which imply that their programs are sponsored, co-sponsored or approved by the library, unless written permission to do so has been previously given by the librarian.

Library meeting room use will not be denied to any person or organization because of race, creed or color.

Library meeting rooms may not be used by any organization for religious worship, religious exercise or instruction, or for the support of any religious establishment.

The Board delegates to the chief administrative officer or his/her designee the authority to develop and implement procedures and practices which carry out the provisions of this policy. Exceptions to this policy may be granted only by the Library Board.

If permission for use of the meeting room is denied, the applicant may appeal to the chief administrative officer of the library; if the officer further denies permission and the applicant is dissatisfied with the reasons offered, an appeal may be made to the library board.

1/7/81

February 13, 1987

In addition to the King County Library System Meeting Rooms Use Policy, the use of meeting rooms is subject to the following guidelines and rules:

1. Reservations are made individually at community libraries.
2. Reservations for meeting room space are on a first-come, first-served basis.
3. Reservations are made no more than three months in advance. No group may consider the library its permanent meeting place nor use the library as its mailing address.
4. The Librarian and/or designated staff members have the authority to accept, renev, or reject requests for use of the room under the established policy. To promote the accessibility of the meeting rooms to a wide variety of community groups, the library may limit meetings for any particular organization.
5. For libraries which have meeting rooms that are not secure from the rest of the library, meetings should conform to the scheduled operating hours of the library. Exceptions need to be specifically approved by the Community Library Head or his/her supervisor. The main library is not to be used after regular hours except for restrooms.
6. If permission has been obtained to use the room outside of regular library hours, arrangements must be made in advance for closing and securing the meeting room and library building. The user is responsible for turning off the lights, locking doors, and properly returning the key.
7. The applicant is responsible for discipline and reasonable care of the room. The applicant will be held responsible for any damage, and the condition of the room after its use, e.g., chairs stacked, utensils washed, kitchenette cleaned.
8. There shall be no interference with the use of the library or parking lot.
9. Groups expecting large attendance should request members to park so that sufficient and convenient parking will be available to library patrons.
10. Attendance must not exceed the posted capacity of the meeting room.
11. Smoking is not permitted in any library meeting room.
12. The library will not provide storage for any group. Exceptions may be made for library-sponsored groups on approval of the Community Library Head or his/her supervisor.
13. It is the responsibility of the applicant to provide necessary equipment if it is not available at the community library. Coffeemakers and other small appliances may be supplied by the applicant.
14. Refreshments may be served, provided proper care is given to clean-up after the meeting. Meals may not be served. Alcoholic beverages may not be served or consumed on library property.
15. The librarian may ask that meetings of youth groups have an adult in attendance.
16. Notify the librarian if a meeting must be cancelled.
17. Failure to comply with the KCLS Meeting Rooms Use Policy and Guidelines and rules will result in withdrawal of meeting room use privileges.
18. Library buildings which are owned jointly by KCLS and another authority may have additional guidelines.

LEASE AGREEMENT
AT
RICHMOND BEACH CENTER PARK

THIS AGREEMENT is made and entered into this ____ day of _____, 1993, by and between KING COUNTY RURAL LIBRARY DISTRICT, doing business as King County Library System (hereinafter referred to as "KCLS"), and KING COUNTY, a political subdivision of the State of Washington (hereinafter referred to as "County").

RECITALS

- A. The County owns certain real property known as Richmond Beach Center Park hereinafter referred to as "Park"; this property is legally described in Exhibit "A" attached hereto. KCLS wishes to construct a library on a portion of this property hereinafter referred to as "site."
- B. King County Council Motion No. 8690, passed on June 15, 1992, requested the Executive, in cooperation with the Prosecuting Attorney, to negotiate a lease with the KCLS that would allow for the construction of a library in Richmond Beach Center Park and that would satisfy the legal issues pertaining to the making of the Lease Agreement. Those legal issues were enumerated as:
 - declaring as temporarily surplus to the County's needs that portion of the Park which would be leased to the KCLS; and
 - purchasing lands of equivalent value in order to satisfy the covenants of Forward Thrust Bonds, with funds from the KCLS.
- C. The parties acknowledge that the Park is a unique view area, a limited resource, the benefits of which must be preserved. To that end, the parties will make every reasonable effort to design and construct improvements on the site with minimal impact on the Park and on the recreational uses thereof. KCLS intends to construct a library building and parking area, including but not limited to landscaping and other amenities such as off-street parking, paths and benches near the library building for the mutual and joint use by County and KCLS patrons.

The KCLS also developed a Master Site Plan which was reviewed and concurred in by the Richmond Beach Community Council and the Richmond Beach Library Association. Major criteria for the Master Site Plan review included:

- Retention of view corridors from the site and from nearby residences, as much as possible.
- Landscape design for the library building and parking area consistent with the rest of the Park and which tends to integrate the library with the Park.
- Building quality similar to other KCLS Community Libraries. The building to include a meeting room and public restrooms in conformance with 504 Handicapped Code.
- The library building and parking area not to exceed 1 acre.
- Pedestrian walkways and benches to be placed along the west side of the upper area of the Park in order to provide unobstructed views from the Park.

It is understood and agreed that these aforementioned amenities promised to the community through the series of public meetings and the Master Site Plan review will be provided by the KCLS.

- D. This Agreement is divided into three parts: Part I - Design Development and Construction; Responsibility Assigned and Review Required; Part II - Operation and Maintenance of the Library and Improvements; Part III - General Terms and Conditions.

**PART I - DESIGN DEVELOPMENT AND CONSTRUCTION:
RESPONSIBILITY ASSIGNED AND REVIEW REQUIRED**

1. General Statement of Policy: No improvement, including landscaping and any other amenities (other than trade fixtures), shall be made or placed on the site and no alterations shall be made in the improvements constructed or to be constructed on the site without the prior written approval of the County, which approval shall not be unreasonably withheld.
2. Design: A formal presentation of the entire project will be made in the Design Development Phase for approval by the County. The County agrees to return any written comments within fifteen days of the presentation so as to avoid project delays. Any revisions to the plans that are required by King County's Building Services Division or by KCLS Board of Trustees will be reviewed with the County. Final approval of the placement of the library building, parking lot or other KCLS improvements constructed and/or installed within the Park shall rest with the County. Final approval shall not be unreasonably withheld. Final approval of the library building's design shall rest with the KCLS Board of Trustees.

The Manager of the King County Parks Division shall be responsible for the County's review and approval of the design.

3. Permits: Prior to applying for any permit, the plans and specifications, in the same level of detail necessary to apply for the permit, shall be submitted to the County. Such plans and specifications shall be deemed approved if the County has not responded within 15 days of KCLS' submitting the plans and specifications.

KCLS is solely responsible for securing necessary land use approval, environmental approval, building permits and any other approval and permits required for the project. This Agreement does not imply approval of any such permits or approvals. Construction shall not begin until all applicable permits are issued.

4. Construction: KCLS shall perform duties of the "Owner" as defined in the Contract Documents and Specifications.

KCLS is solely responsible for the replacement and restoration of the facilities within the Park which are disturbed or damaged due to construction or maintenance of the library and library improvements including but not limited to the irrigation system and the retaining wall located on the eastside of the Park.

The County agrees to grant all necessary and convenient easements for utilities, easements for ingress/egress, easements for construction purposes and installation of storm water detention system. The County also agrees to permit KCLS to perform work in the Park area surrounding the site in order to control sediment and to facilitate construction. KCLS agrees to restore any disturbed or damaged areas resulting directly from the construction project within 90 days of completion of construction.

5. Financing: KCLS shall pay for and manage all site development costs including construction of the library building and parking lot, landscaping, utilities installation, paths and other amenities related to the site development area.

KCLS accepts the site in its present condition.

**PART II - OPERATION AND MAINTENANCE OF THE LIBRARY
AND IMPROVEMENTS**

1. Use of the Park by the Library. If KCLS wishes to use any portion of the Park for a library activity, such use must be requested in advance using the established reservation

procedure of the King County Parks Division (KCPD). KCPD will notify KCLS of all scheduled events in the Park that may adversely affect library parking.

2. Maintenance: KCLS will be responsible for all maintenance, repairs, and upkeep of the library building, and parking lot and other improvements constructed and/or installed by KCLS which are intended primarily to serve library patrons.

If, after thirty days' notice from the County, KCLS fails to maintain or repair any part of the site including any improvement, landscaping, or exterior amenity thereon, the County may, but shall not be obligated to, enter upon site and perform such maintenance or repair and KCLS agrees to pay the costs thereof to the County upon receipt of a written demand. Any unpaid sums under this paragraph will bear interest at the maximum rate allowed by Washington State law.

KCLS warrants for a period of one year from the date of completion all new and restored landscaping which KCLS has caused to be installed in the Park as part of this project.

3. Utilities: KCLS shall pay for all costs, expenses, fees, and charges of any kind for heat, light, water, gas, and telephone and for all other public utilities used on site so that the same shall not become a lien against the site.

PART III - GENERAL TERMS AND CONDITIONS

1. Site: The County does hereby agree to lease to the KCLS a surplus portion of the Richmond Beach Center Park, which portion comprises approximately .68-acres and is legally described below, for the construction of a library building and related parking. (See also Attachment A.)

Legal Description of Richmond Beach Library

A tract of land in the northeast quarter of Section 2, Township 26 North, Range 3 East, W.M., King County, Washington, described as follows:

Beginning at the southwest corner of block 17 in the plat of Richmond Beach supplemental, recorded in volume 11, page 61 in plat records of King County; thence in an easterly direction along the south line of said block on a bearing of S 87°04'45" E. A distance of 320.92 feet to the true point of beginning:

Thence S 55°16'50" E, a distance of 257.39 feet;
Thence N 08°04'58" E, a distance of 168.00 feet;
Thence N 86°55'02" W, a distance of 101.11 feet;
Thence N 55°16'50" W, a distance of 141.80 feet;
Thence S 34°43'10" W, a distance of 90.00 feet;
Thence S 55°16'50" E, to the true point of beginning, a distance of 58.61 feet, more or less.

Containing 29,094 square feet, more or less.

- 2. Term: The term of this Agreement shall be for a period of thirty-five years from the date of the execution of this Agreement. At the expiration or termination of this Agreement, KCLS shall remove the improvements including the parking area and return the site to its current condition and use unless otherwise agreed to by the County. Such an agreement shall be reduced to a writing.
3. Consideration: KCLS agrees to pay to the County the lump sum of Three Hundred and Twenty-One Thousand and Five Hundred Dollars (\$321,500) as prepaid rent for the entire 35-year term.
4. Ownership of the Facility: The buildings and personal property comprising those portions of the library facility located in the Park shall be solely owned by KCLS and shall not become a part of the real property.

5. Dispute Resolution: If either party hereto has a dispute concerning the performance of this Agreement, that party will notify the other in writing and both agree to meet within ten days of such notification to attempt to resolve the dispute. The Director or other designee of KCLS will represent KCLS and the Parks Manager or other designee of the County will represent the County.
6. Corrective Action: If either party to this Agreement believes that a breach of this Agreement has occurred or that one party has failed to comply with any of the terms or conditions herein or has failed to provide in any manner the work/services agreed to herein and is not satisfied with the result of the dispute resolution procedure (Part III, #5), the parties agree to follow the sequential procedure, as outlined below, prior to resorting to litigation.
- The aggrieved party will notify the other party in writing of the nature of the breach.
 - The other party shall respond in writing within fifteen working days of its receipt of such notification. The response will indicate whether or not the other party concurs with the aggrieved party that there is in fact a breach and in the absence of such concurrence will explain why the other party believes no such breach has occurred. If the other party concurs with the aggrieved party that a breach has occurred, the response shall indicate the steps being taken to correct the specified deficiencies and the proposed completion date for bringing the Agreement into compliance, which date shall not be more than twenty working days from the date of the other party's response, provided the deficiency is of a nature that a remedy is possible within twenty days.
 - Within twenty days of receipt of such response, the aggrieved party will notify the other party in writing of the aggrieved party's determination as to the sufficiency of the other party's corrective action plan.
 - In the event that the other party does not respond within the appropriate time with a corrective action plan or the other party's corrective action plan is determined by the aggrieved party to be insufficient, the aggrieved party may initiate litigation to preserve its rights under this Agreement.
7. Notices: All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by US Mail, addressed as set forth below.

All notices to be given to KCPD shall be addressed as follows:

King County Parks Division
ATTN: Manager
2040 - 84th Avenue S.E.
Mercer Island, WA 98040 (206)296-4232

All notices to be given to KCLS shall be addressed as follows:

King County Library System
ATTN: Executive Director
300 Eighth Avenue North
Seattle, WA 98109 (206) 684-6683

Either party hereto may by proper notice to the other designate such other address for the giving of notices as deemed necessary. All notices shall be deemed given on the day such notice is personally served or on the third day following the date such notice is mailed in accordance with this section.

8. Anti-Discrimination: In all services or activities, and all hiring or employment made possible by or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. KCLS shall not violate any of the terms of R.C.W. 49.60, Title VII of the Civil Rights Act of 1964 or King County Code 12.16.020. Any violation of this provision shall be considered a violation of a material provision of this lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the lease and may result in ineligibility for further agreements. KCLS will also comply with other antidiscrimination laws or requirements of any and all jurisdictions having authority.

9. Assignment or Sublease: KCLS shall not assign or transfer this Agreement or any interest therein, nor sublet the whole or any part of the premises, nor shall this Agreement or any interest thereunder be assignable or transferable by operation of law, or by any process or proceeding of any court or other wise without the written consent of the County first had and obtained.

10. Indemnity and Hold Harmless: KCLS shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgements, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of KCLS, its officers, employees, and/or agents. KCLS agrees its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, KCLS, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claim under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from KCLS.

11. Insurance: By date of execution of this Agreement, KCLS shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities of KCLS, its agents, representatives, employees, and/or subcontractors. The cost of such insurance shall be paid by KCLS.

For All Coverages:

Each insurance policy shall be written on an "Occurrence" form; excepting that insurance for Professional Liability, Errors and Omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period for not less than three year from the date of completion of the work which is the subject of this Agreement.

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. General Liability

Insurance Services Office form number (GL 0002 Ed. 1-73) covering COMPREHENSIVE GENERAL LIABILITY and Insurance Services Office form number (GL 0404 Ed. 5-81) covering BROAD FORM

COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT:

-or-

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

2. Insurance during the period(s) of construction in addition to the above shall include:

• Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto;" or the combination of symbols 2, 8, & 9.

• Professional Liability:

Professional Liability, Errors and Omissions coverage. In the event that services delivered pursuant to this Agreement either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services," for the purpose of this Agreement section shall mean any services provided by a licensed professional.

• Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "Other States" State law.

• Employers Liability or "Stop-Gap:"

The protection provided by the "Stop-Gap" endorsement to the General Liability policy.

B. Minimum Limits of Insurance.

KCLS shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. The Construction Contractor shall maintain limits no less than, for:

• Automobile Liability: \$ 1,000,000.00 combined single limit per accident for bodily injury and property damage.

• Professional Liability Insurance:
\$ 1,000,000.00

• Workers' Compensation: Statutory requirements of the State of residency.

• Employers Liability or "Stop-Gap" coverage: \$ 1,000,000.00

C. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to, and approved by, the County. At the option of the County, the insured shall instruct the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials and employees. The deductible and/or self-insured retention of policies shall not limit or apply to KCLS's liability to the County and shall be the sole responsibility of KCLS.

D. Other Insurance Provisions.

The insurance policies required in this Agreement are to contain, or be endorsed to contain the following provisions:

1. General Liability Policy

- King County, its officers, officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of KCLS in connection with this Agreement.
- The KCLS's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by The County, its officers, officials, employees or agents shall not contribute with the Named Insured's insurance or benefit the Named Insured in any way.
- KCLS's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

- Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five days prior notice, return receipt requested, has been given to the County.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, KCLS shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

1. Verification of Coverage.

The KCLS shall furnish the County with certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be received and approved by the County prior to the commencement of activities associated with this Agreement. The County reserves the right to require complete,

certified copies of all required insurance policies at any time.

2. Subcontractors.

The KCLS shall include all subcontractors as insureds under its policies, and/or shall furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with all insurance requirements of this contract.

3. Work Site Safety.

The KCLS shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The KCLS shall comply with all applicable Federal, State, and Local safety regulations governing the job site, employees, and subcontractors. The KCLS shall be responsible for the subcontractors compliance with these provisions.

F. Municipal or State Agency Provision.

If the KCLS is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

12. Severability: If any term or provision of this Agreement or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected and will continue in full force.

13. Performance of Terms: Failure of either party to this Agreement to insist on strict performance of the terms, agreements and conditions herein contained shall not constitute or be construed as a waiver or relinquishment of the right of either party thereafter to enforce any such term, agreement or condition, but the same shall continue in full force and effect.

14. Termination: A. If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the covenants, agreements, or stipulations of the Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement. However, the parties agree to abide by dispute resolution and corrective actions provisions contained herein before commencing termination of this Agreement.

B. If a building permit or any other permit(s) necessary to the construction and operation of the library is denied and all reasonable attempts have been made to revise plans so that the permit(s) could be granted, the KCLD may terminate this Lease Agreement and receive a refund of the pro rata portion of the prepaid rent under the calculation described below.

Either Party may terminate this Agreement upon written notice to the other, if this Agreement or any of its duties or obligations becomes legally prohibited or illegal.

In the event of early termination pursuant to this subsection 14B, KCLS is entitled to a refund of the pro rata portion of the prepaid rent, calculated by multiplying the number of years remaining times \$9,185.71. Said refund shall constitute the sole remedy KCLS has in the event of such a termination.

15. Captions: The captions in this Agreement are provided for the convenience of the parties and have no effect on the construction or interpretation of any part hereof.
16. Integration Clause: This Agreement together with the Interlocal Agreement attached hereto contains the entire agreement between the County and KCLS and there are no promises, conditions, terms, obligations, statements or guarantees other than those contained herein. No modifications or amendments shall be valid unless in writing and fully executed by both parties. Time is of the essence in this Lease Agreement.
17. Addenda: Any addendum attached hereto and either signed or initialed by the County and the KCLS shall be deemed a part hereof.

COUNTY OF KING
STATE OF WASHINGTON

By: [Signature] 6/11/93
FOR Date
TIM HILL
King County
Executive

By: [Signature] 6/17/93
BARBARA WRIGHT Date
Manager, King County Parks Division
Linda Dougherty
Approved as to Form:

By: [Signature] 5-28-93
Deputy Prosecuting Attorney Date

KING COUNTY RURAL LIBRARY
DISTRICT, doing business as
KING COUNTY LIBRARY SYSTEM

By: [Signature] 5/28/93
WILLIAM H. PTACEK, Date
Director

By: [Signature] 5/26/93
SUSAN CHURCHILL Date
President, KCLS
Board of Trustees

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me William Paul to
me known to be the _____ of the _____
that executed the foregoing instrument, and acknowledged the said instrument to be the
free and voluntary act and deed of said corporation for the uses and purposes therein mentioned
and that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 18 day of June, 19 93

Paul Martin
NOTARY PUBLIC in and for the State of
Washington residing at Ken
My appointment expires November 1, 1996

STATE OF WASHINGTON)
) ss
COUNTY OF KING)



I certify that George Northcott signed this instrument, on oath stated that he was
authorized by the COUNTY EXECUTIVE to execute the instrument, and acknowledged it as the
DIRECTOR, DEPT. OF EXECUTIVE ADMINISTRATION of King County, Washington to be the free
and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date: 6/1/93

NOTARY PUBLIC
State of Washington
WINNENG
Commission Expires March 30, 1997

Dennis
NOTARY PUBLIC in and for the State of Washington
residing at SPARK My
appointment expires 3/30/97



-  - Richmond Beach Center P.
-  - Surplused Portion

Legal Description - Park

All of Block 17, including unplatted tract 120 ft. x 120 ft. in N.W. corner of said Block, and vacated alley, ALSO, Lots 1 and 2, Block 21, and all of vacated street adjoining, ALSO, Lots 3 and 4, Block 18, ALL IN Richmond Beach Supplemental, as recorded in Volume 11 of Plats, page 61, records of King County, Washington. TOGETHER WITH a portion of N.W. 196th St. lying in the NE 1/4 of Sec. 2, Twp 26 N., Rge 3 E., W.M., King County, Washington, described as follows: Beginning at the S.W. corner of Block 17, Richmond Beach Suppl. recorded in Vol. 11 of Plats, page 61, records of King County; thence in an Ely direction along the So. line of said Block, on bearing of S.87-04-45 E., a distance of 320.92 feet to the true point of beginning; thence S.87-04-45 E., a distance of 72.71 feet; thence S.03-04-58 N., a distance of 45.00 feet; thence N.55-16-35 E., a distance of 85.40 feet to the true point of beginning.

(Refer to Page 3 of Agreement for legal description of surplused portion plus vacated right of way to be leased to the Library District.)

Copyrighted by
KROLL MAP CO.

Gov't. Lot 4
23.50 Acres

Return Address:

KING COUNTY PROPERTY SERVICES
500 K.C. ADMINISTRATION BLDG.
500 FOURTH AVENUE
SEATTLE, WA 98104



Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. SPECIAL WARRANTY DEED
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name first, then first name and initials)

1. KING COUNTY, a political subdivision of the State of Washington
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. CITY OF SHORELINE
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Portions of Richmond Beach Supplemental, vll, p61

Additional legal is on page 1 of document. (Richmond Beach Center Park)

Assessor's Property Tax Parcel/Account Number

7278700065 & 0067
Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

9706120758

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970612-0758 01:49:03 PM KING COUNTY RECORDS 003 SM

E1548955 06/12/97

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SPECIAL WARRANTY DEED

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. 12571, does hereby convey and warrant unto the CITY OF SHORELINE, a municipal corporation of the State of Washington, the following described lands, situate in King County, Washington:

RICHMOND BEACH CENTER PARK

PARCEL 1

All of Block 17 including unplatted tract 120 ft. x 120 ft. in Northwest corner together with vacated alley therein; Lots 3 and 4, Block 18, together with vacated portion of N.W. 196th that would attach by operation of law; Lots 1 and 2, Block 21, together with that portion of N.W. 196th that would attach by operation of law, except that portion of Lots 1 and 2, Block 21, deeded to King County for road by deed under Auditor's File No. 2980174, all in Richmond Beach Supplemental, according to the plat recorded in Volume 11 of Plats, page 61, in King County, Washington, LESS portion beginning at S.W. corner of said Block 17; thence East along South line thereof 310.2 feet, M/L., to True Point of Beginning; thence S.55-16-50 E. 257.39 feet; thence N.08-04-58 E. 168 feet; thence N.86-55-02 W. 101.11 feet; thence N.55-16-50 W. 141.80 feet; thence S.34-43-10 W. 90 feet; thence S.55-16-50 E. to True Point of Beginning.

PARCEL 2

Portion of Block 17 together with Lots 1 and 2, Block 21, Richmond Beach Supplemental, according to the plat recorded in Volume 11 of Plats, page 61, in King County, Washington, together with vacated street adjacent, ALSO described as follows: Beginning at S.W. corner of said Block 17; thence East along South line thereof 320.92 feet to True Point of Beginning; thence S.55-16-50 E. 257.39 feet, M/L; thence N.08-04-58 E. 168 feet; thence N.86-55-02 W. 101.11 feet; thence N.55-16-50 W. 141.80 feet; thence S.34-43-10 W. 90 feet; thence S.55-16-50 E. to True Point of beginning.

SUBJECT TO: Lease Agreement between King County Rural Library District and King County, dated June 1, 1993, for a period of thirty-five years from said date.

SUBJECT TO: Reservations, restrictions and easements of record.

Subject to Forward Thrust Bond covenants as contained in Resolution No. 34571, as passed by the Board of County Commissioners on December 18, 1967.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

The City covenants to operate and maintain the site in perpetuity as a public open space or as a public parks recreational facility except that the City may trade the site or part of the site for property of equal or greater parks and recreational value or open space value. The City further covenants that it will not limit access to the park so as to restrict usage by non-City residents and that any and all user fees, including charges made by any lessees, concessionaires, or other assignees shall be at the same rate for non-City residents as for the residents of the City, unless the City has imposed specifically dedicated resources to fund recreation programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

9706120758

Dated this 5th day of June, 1997.

KING COUNTY, WASHINGTON

BY Dot Preugschat

TITLE Property Services Manager

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that David Preugschat signed this instrument, on oath, stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the Property Services Manager of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated June 5, 1997



Carol G. Thompson
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle
My appointment expires 11-15-2000

9706120758

Document