

WHEN RECORDED RETURN TO:
City of Granite Falls
ATTN: Darla Reese, City Clerk
P.O. Box 1440
Granite Falls, Washington 98201

INTERLOCAL AGREEMENT AMENDMENT NO. 2

THIS AGREEMENT ("Amendment No. 2") is entered into as of the 1st day of February, 2012, by and between the CITY OF GRANITE FALLS (the "City"), SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT, d/b/a SNO-ISLE REGIONAL LIBRARY DISTRICT (the "District"), and GRANITE FALLS LIBRARY CAPITAL FACILITY AREA ("GFLCFA") (collectively, the "Parties" and each a "Party"), as follows.

WHEREAS, the Parties entered into an Interlocal Agreement dated June 24, 1996, which Interlocal Agreement was recorded with the Auditor of the County of Snohomish, State of Washington, under Recording No. 9607230487 (Volume 3139, Page 0898 of the Official Records of the County of Snohomish, State of Washington), which was amended on October 23, 2009 (as so amended, the "Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement acknowledged the formation of the GFLCFA, the issuance of bonds thereby to finance library capital facilities and provided that title to said library capital facilities consisting of the land, buildings, furnishings, shelving, tables and chairs ("Library Capital Facilities"), was to be owned by and in the name of the City; and

WHEREAS, the Interlocal Agreement provides that the District would operate the library facilities and the City would pay the expenses associated with utilities, maintenance and repairs of the interior and exterior of the Library and landscaping, and removal of any snow, litter and other items that may accumulate on or near the building; and

WHEREAS, title to said Library Capital Facilities has heretofore remained in the name of the City and the District has heretofore operated the library all pursuant to said Interlocal Agreement; and

WHEREAS, the Parties desire to provide for the transfer of the ownership and title to said Library Capital Facilities from the City to the District and to relieve the City from its obligations to pay for the utilities, maintenance and repairs of the interior and exterior of the Library and landscaping, and removal of any snow, litter and other items that may accumulate on or near the building;

WHEREAS, the Interlocal Agreement provides that the City shall be responsible for administering the finances and construction of the library capital facilities and, in accordance

therewith, the City has maintained the GFLCFA's Project Fund, in which there is a current balance of approximately Three Hundred Ninety-Eight Thousand, Seven Hundred Thirty-Six and Ninety-One One Hundredths Dollars (\$398,736.91) on deposit with Snohomish County;

WHEREAS, the GFLCFA's Project Fund may only be used for the Granite Falls Library capital facilities, title to which will be transferred to the District, and the parties agree that said GFLCFA's Project Fund should be transferred from the City to the District to be used in accordance with and as restricted by law and hereinafter provided; and

WHEREAS, the Interlocal Agreement provides that it may be amended upon the consent of the Parties and that any amendment be in writing;

NOW, THEREFORE, the Parties agree as follows:

1. Amendments to Interlocal Agreement.

1.1 Section 1, subsection a, of the Interlocal Agreement shall be amended to read as follows in its entirety:

a. The land, building, furnishings, shelving, tables and chairs shall be owned by and in the name of the District.

1.2 Section 2, Design and Construction, of the Interlocal Agreement is hereby deleted and replaced with the following in its entirety:

2. GFLCFA Project Fund. The GFLCFA Project Fund and all monies contained therein shall be transferred by the City to the District who shall thereafter be responsible for administering said monies in accordance with applicable law, including, without limitation, Chapter 27.15 RCW. The Parties shall take all actions and execute and deliver all documents and/or instruments necessary to effectuate said transfer of said Project Fund forthwith.

1.3 Section 3, Operation, of the Interlocal Agreement shall be amended to read as follows in its entirety:

The District will operate, maintain, and repair the library according to the policies adopted by the Library District Board of Trustees, from time to time, and to provide a full range of services, consistent with the District's resources, at District expense, without contribution thereto by the GFLCFA or the City, including but not limited to paying all costs and expenses associated with utilities, maintenance and repairs of the interior and exterior of the Library and landscaping, and removal of any snow, litter and other items that may accumulate on the property transferred by the City to the District under this Agreement and amendments thereto;

provided, however, that the District shall not be responsible for utilities, maintenance, repair, snow removal, litter removal etc. associated with that portion of the property that the City retains exclusive use of under Section 1.4 of Amendment No. 2 to this Agreement for the period of time of that the City retains such exclusive use and for such period, with respect to said portion, the City will maintain and repair same, at the City's expense, without contribution thereto by the GFLCA or the District, including but not limited to paying all costs and expenses associated with utilities, maintenance and repairs of the interior and exterior of any improvements thereon, and landscaping, and removal of any snow, litter and other items that may accumulate on said portion of the property.

1.4 The City shall retain exclusive use of the portion of land transferred to the District within the existing chain link fence line as shown on the Library BLA map attached hereto as Exhibit "C" and incorporated herein by this reference for continued use as Public Works storage and related activities until such time as the District obtains permits and provides the City with notice of construction for expansion of the existing Library structure and associated parking.

1.5 The District agrees to work cooperatively with the City on design and construction of any future expansion to the facility in order to provide the City with adequate access to the existing Public Works Pole Building on the adjacent lot (Parcel B of BLA 2011-003) for ingress and egress of vehicles and equipment.

2. Transfer of Property. The City hereby transfers, conveys and assigns to the District, all right, title and interest in and to the above-referenced Library Capital Facilities, pursuant to RCW 39.33.010 and, further, the City shall, forthwith, execute and deliver such documents as the District may reasonably request to effectuate transfer of title to same, including, without limitation, a Special Warranty Deed to the real property and improvements comprising the Granite Falls Library, as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein, and in the form attached hereto as Exhibit "B," together with a Real Estate Excise Tax Affidavit and such other transfer documents as are necessary or reasonable in connection therewith.

3. Consideration for Transfer of Property. The City hereby acknowledges and agrees that the transfer of its responsibility to the District for the cost and expense of utilities, operation, maintenance, repair and similar activities associated the property and Library building and facilities thereon as provided in Section 1.3 of this Amendment No. 2 and amended Section 3 of the Interlocal Agreement is adequate consideration for transfer of the property referred to in Section 2 of this Amendment No. 2 and is full and true value for the property transfer for purposes of RCW 43.09.210 and all other applicable state and/or federal law.

4. Counterparts. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

5. Governing Law and Binding Effect. This Amendment No. 2 shall be governed by the laws of the State of Washington and shall be binding on the Parties and their respective successors and assigns.

6. Other Provisions of Interlocal Agreement Unchanged. Except as amended in Section 1 hereof, all other provisions of the Interlocal Agreement shall remain unchanged and in full force and effect, as written.

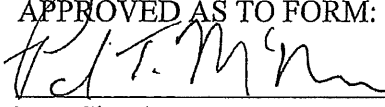
IN WITNESS WHEREOF, this Amendment No. 2 to the Interlocal Agreement has been executed by each Party as set forth below:

CITY OF GRANITE FALLS


By: Sheikh Haroon Saleem

Its: Mayor

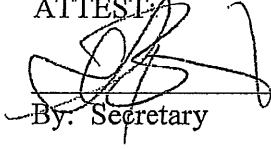
APPROVED AS TO FORM:


By: City Attorney

SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT


By: President

ATTEST:


By: Secretary

GRANITE FALLS LIBRARY CAPITAL FACILITY AREA


By:

Its: President

ATTEST:



By: Secretary

EXHIBIT A

EXHIBIT E

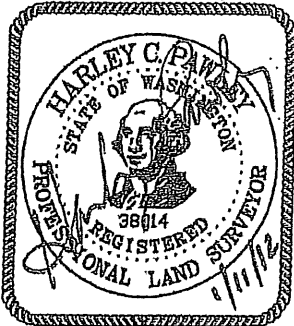
LEGAL DESCRIPTION – ADJUSTED PARCEL A

That portion of the southeast quarter of the southwest quarter of Section 18, Township 30 North, Range 7 East, Willamette Meridian, in Snohomish County, Washington, and that portion of Tract 7, Martha E. Turner's Acre Tracts, according to the plat thereof recorded in Volume 8 of Plats, Page 58, records of said county, described as follows:

COMMENCING at the northeast corner of the southeast quarter of the southwest quarter of said Section 18;
Thence South 89°37'02" West, along the north line of said subdivision, 195.05 feet to a point on the west line of the East 195.00 feet of said subdivision;
Thence South 00°56'33" West, along said west line, 173.46 feet to the **POINT OF BEGINNING**;
Thence North 90°00'00" West 149.10 feet;
Thence South 58°24'35" West 60.63 feet;
Thence South 00°00'00" East 100.00 feet;
Thence South 58°24'35" West 15.00 feet;
Thence South 00°00'00" East 70.87 feet to a point on the south line of said Tract 7 and the north right-of-way margin of Galena Street;
Thence North 89°29'05" East, along said south line and north margin, 144.20 feet;
Thence continuing along said margin, South 31°35'25" East 14.61 feet;
Thence North 89°26'34" East 72.54 feet to a point of tangency with a 225.00 feet radius circular curve to the right;
Thence southeasterly along said curve, an arc distance of 140.71 feet through a central angle of 35°49'53";
Thence leaving said margin, North 35°16'21" East 66.30 feet;
Thence North 41°03'32" West 275.98 feet to the **POINT OF BEGINNING**.

Subject to and together with any easements, restrictions and reservations of record.

Contains 66,452 +/- square feet (1.5255 +/- acres).



A.S.P.I.
4532-B Evergreen Way
Everett, WA 98208
425-252-1884

I:\JOBS\2010\210108-CITY OF GRANITE FALLS\DOCUMENTS\BLA LEGALS.doc

EXHIBIT "B"

WHEN RECORDED RETURN TO:
City of Granite Falls
ATTN: Darla Reese, City Clerk
P.O. Box 1440
Granite Falls, Washington 98252

SPECIAL WARRANTY DEED

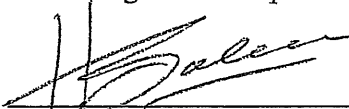
Grantor: City of Granite Falls
Grantee: Sno-Isle Intercounty Rural Library District
Legal Description: Ptn SE¼ SW¼ 18-30-7 and Tract 7, Martha E. Turner's Acre Tracts,
Snohomish County, WA Add'l on p. 3
Assessor's Tax Parcel No.: Portions of AF# 300718-003-007-00 and 006011-000-007-00

GRANTOR, CITY OF GRANITE FALLS, a Washington municipal corporation, pursuant to RCW 39.33.010 and pursuant to Amendment Nos. 1 and 2 to that certain Interlocal Agreement recorded with the Auditor of Snohomish County, State of Washington, under Recording No. 9607230487, hereby grants, bargains, sells, conveys and confirms unto GRANTEE, SNO-ISLE INTERCOUNTY RURAL LIBRARY DISTRICT, a Washington municipal corporation, that certain improved real property situated in the County of Snohomish, State of Washington, legally described on **ATTACHMENT A** attached hereto and made a part hereof.


DATED as of the 3rd day of Feb., 2012.

GRANTOR:

CITY OF GRANITE FALLS,
a Washington municipal corporation



By: Sheikh Haroon Saleem
Its: Mayor

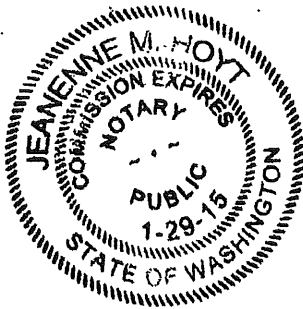


By: Darla Reese
Its: Clerk

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH) ss.

I certify that I have evidence that Sheikh Haroon Saleem and Darla Reese are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Mayor and Clerk of the City of Granite Falls, a Washington municipal corporation, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

DATED: 2-3-2012



Jeanenne M. Hoyt
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Monroville
My commission expires 1-29-2015

ATTACHMENT A CONVEYANCE DESCRIPTION

EXHIBIT E

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COMMENCING at the northeast corner of the southeast quarter of the southwest quarter of said Section 18;

Thence South 89°37'02" West, along the north line of said subdivision, 195.05 feet to a point on the west line of the East 195.00 feet of said subdivision;

Thence South 00°56'33" West, along said west line, 173.46 feet to the **POINT OF BEGINNING**;

Thence North 90°00'00" West 149.10 feet;

Thence South 58°24'35" West 60.63 feet;

Thence South 00°00'00" East 100.00 feet;

Thence South 58°24'35" West 15.00 feet;

Thence South 00°00'00" East 70.87 feet to a point on the south line of said Tract 7 and the north right-of-way margin of Galena Street;

Thence North 89°29'05" East, along said south line and north margin, 144.20 feet;

Thence continuing along said margin, South 31°35'25" East 14.61 feet;

Thence North 89°26'34" East 72.54 feet to a point of tangency with a 225.00 feet radius circular curve to the right;

Thence southeasterly along said curve, an arc distance of 140.71 feet through a central angle of 35°49'53";

Thence leaving said margin, North 35°16'21" East 66.30 feet;

Thence North 41°03'32" West 275.98 feet to the **POINT OF BEGINNING**.

Subject to and together with any easements, restrictions and reservations of record.

Contains 66,452 +/- square feet (1.5255 +/- acres).



A.S.P.I.
4532-B Evergreen Way
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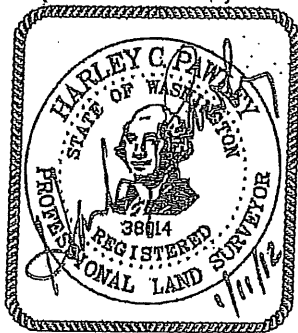
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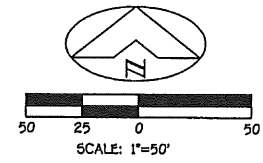
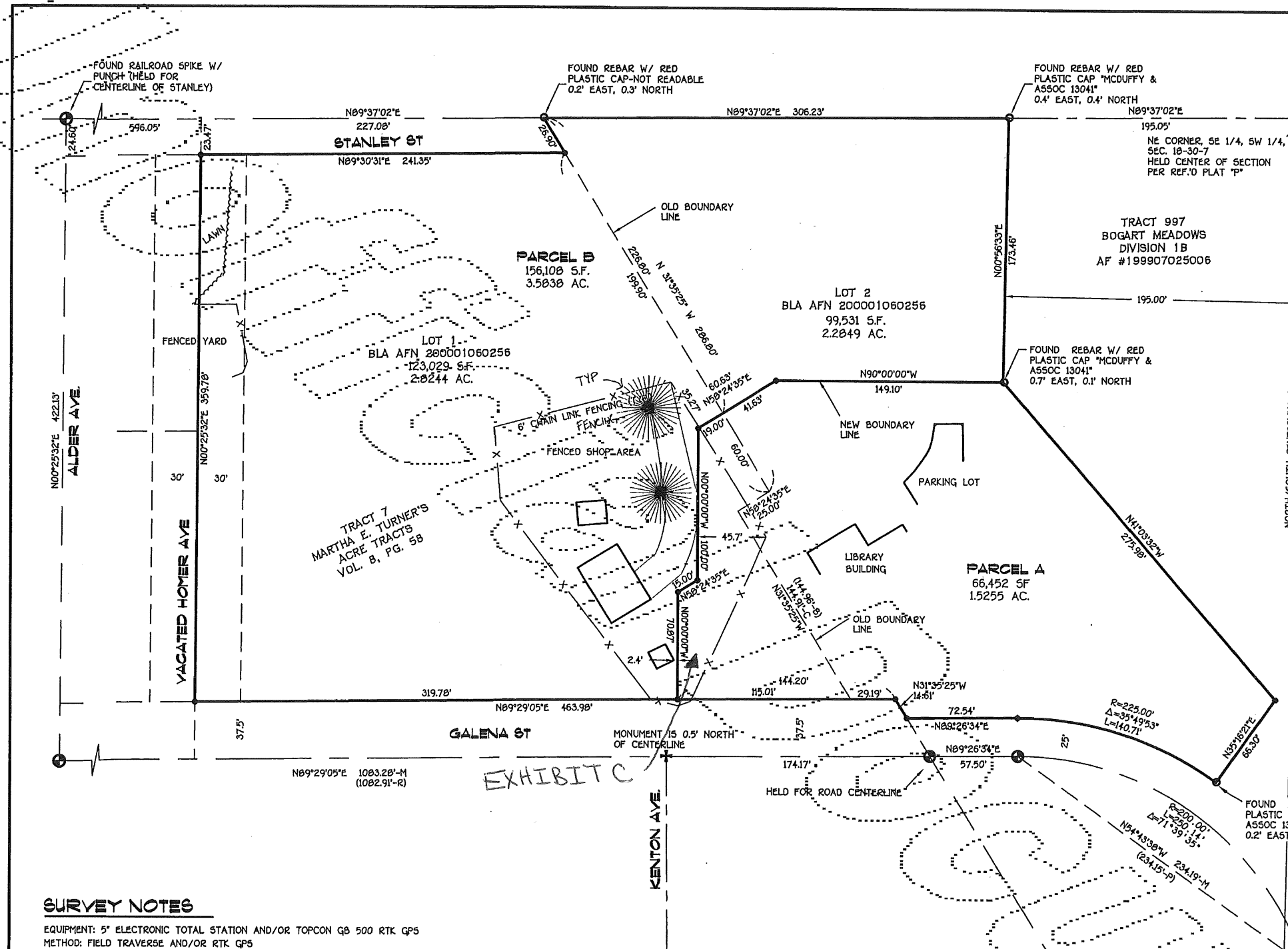
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425-252-1884



LEGAL DESCRIPTION

LOTS 1 AND 2 OF BOUNDARY LINE ADJUSTMENT
RECORDED UNDER AUDITOR'S FILE NUMBER
200001060256, RECORDS OF SNOHOMISH COUNTY,
WASHINGTON.

SITUATE IN THE CITY OF GRANITE FALLS,
WASHINGTON.

BASIS OF BEARING

FOUND MONUMENTS ON CENTERLINE OF GALENA
STREET PER THE PLAT OF BOGART MEADOWS
DIVISION 1A RECORDED UNDER AFN 990315005

SURVEY REFERENCES

- M - MARTHA E. TURNER'S ACRE TRACTS, VOL. 8, P. 58
- P - BOGART MEADOWS, DIV. 1A, AF# 990315005
- B - BOGART MEADOWS, DIV. 1B, AF# 199907025006
- B - BOUNDARY LINE ADJUSTMENT, AF# 200001060256
- R - RECORD OF SURVEY, AF# 200812115001 (ANDES)
- R - RECORD OF SURVEY, AF# 200305055001 (ASPI)
- R - RECORD OF SURVEY, AF# 9103085003 (KEGEL)

LEGEND

- SET 24" X 1/2" IRON BAR WITH CAP STAMPED "ASPI 32441"
- FOUND IRON PIPE OR REBAR AND CAP (RBC) AS NOTED.
- ⊕ FOUND CASED 4"X4" CONC MONUMENT WITH A BRASS DISK & "X" MARK
- + FOUND CASED 4"X4" CONC MONUMENT WITH A PUNCHED BRASS DISK AND STAMPED "17362"
- M - MEASURED
- C - CALCULATED

REFERENCE:

CITY OF GRANITE FALLS BOUNDARY LINE ADJUSTMENT
NO. ~~2012011001~~ RECORDED UNDER SNOHOMISH
COUNTY AUDITOR'S FILE NO. 201201120337

2012 Taxes paid in full on Tax Parcel(s)
3001898300700, 00201100000700
By: [Signature] Date: 1-12-12
Deputy Treasurer

SURVEY NOTES

EQUIPMENT: 5" ELECTRONIC TOTAL STATION AND/OR TOPCON GB 500 RTK GPS
METHOD: FIELD TRAVERSE AND/OR RTK GPS
THE CLOSURES OF THIS FIELD TRAVERSE CONDUCTED DURING THIS SURVEY MEET
OR EXCEED THE MINIMUM CLOSURE STANDARDS STATED IN WAC 332-130-090.

RECORDING CERTIFICATE
FILED FOR RECORD BY MATTHEW J. SCHNEIDERS
THIS 12 DAY OF JANUARY 2012 A.D. AT 13
MINUTES PAST 2 O'CLOCK P.M. AND RECORDED IN VOLUME
1 OF SURVEYS ON PAGE 1, RECORDS OF
SNOHOMISH COUNTY, WASHINGTON.

Carolin Weaver
COUNTY AUDITOR

[Signature]
DEPUTY AUDITOR

SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION IN CONFORMANCE WITH THE
REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE
REQUEST OF THE CITY OF GRANITE FALLS THIS 11th DAY
OF JANUARY 2012.

Matthew J. Schneider
REGISTERED LAND SURVEYOR

L.S. NO. 32441



NO.	REVISION	BY	CHECKED	DATE
A.S.P.I. Land Surveyors AND LAND USE FACILITATORS				
BOUNDARY LINE ADJUSTMENT for the CITY OF GRANITE FALLS				
A PORTION OF THE SE 1/4 OF THE SW 1/4 SEC. 18 T. 30 N., R. 7 E., W.M.				
SNOHOMISH COUNTY, WASHINGTON				
SCALE: 1"=50' 1/11/12 CHKD: MJS DRAWN: MJS, HEP SHEET 1 OF 1 ASPI # 210106.DWG				

4532B Evergreen Way Everett, WA 98203
Tel: (425) 252-1884