

FIRST ADDENDUM TO TEMPORARY PROPERTY USE AGREEMENT

THIS FIRST ADDENDUM is made by and between the City of Woodinville (“the City”), a Washington municipal corporation, the Seattle Housing and Resource Effort and Women’s Housing Equality and Enhancement League (collectively “SHARE/WHEEL”), and the Northshore United Church of Christ (“NUCC”).

WHEREAS, pursuant to City of Woodinville Ordinance Nos. 369, 370 and 371, the Parties entered into that certain Temporary Property Use Agreement dated August 25, 2004 (“the Agreement”), which by its terms authorized SHARE/WHEEL and NUCC to utilize certain City-owned real property for purposes of establishing a temporary homeless encampment during the pendency of a temporary use permit (TUP) application; and

WHEREAS, the City had originally scheduled a public hearing for September 9, 2004 regarding the TUP application submitted by SHARE/WHEEL and NUCC, and the Parties had executed the Agreement anticipating that a final decision on said application would be rendered on or before September 20, 2004; and

WHEREAS, the City was forced to postpone the September 9, 2004 hearing in order to accommodate an appeal to the SEPA determination of non-significance issued for TUP application by the City’s Community Development Director, and the combined hearing for both matters is now scheduled for September 30, 2004; and

WHEREAS, the Parties desire to extend the term of the Agreement in order to reflect the new estimated timeframe for the Hearing Examiner’s final decision regarding the TUP application; **NOW, THEREFORE**

IN CONSIDERATION OF the mutual promises, terms and conditions set forth in the Agreement and contained herein, the Parties hereby agree as follows:

Section 1. Amendment of Section 1 of the Agreement. Section 1 of the Agreement is hereby revised to provide in its entirety as follows:

- a. Section 1. Temporary Use of City Property Authorized. The City of Woodinville authorizes SHARE/WHEEL to temporarily site a homeless encampment on the City of Woodinville property located as 17834 134th Avenue NE, Woodinville, WA, to allow for the use up to November 22, 2004; to provide the necessary time for the Hearing Examiner’s review and final decision of the TUP application or to allow for the completion of any administrative or legal appeals.

Section 2. Amendment of Section 3 of the Agreement. The first paragraph of Section 3 of the Agreement is hereby revised to provide in its entirety as follows:

SHARE/WHEEL shall promptly vacate the Property no later than the expiration of the contractually-specified use period defined under Section 1 of this Agreement. PROVIDED, that SHARE/WHEEL and one or more Woodinville-based church sponsor(s) may jointly submit an application to maintain Tent City 4 at the Property for up to an additional 60 days, provided that a valid city permit is issued within the contractual occupancy period authorized by this Agreement.

Section 3. Amendment of Section 3(C) of the Agreement. Section 3(C) of the Agreement is hereby revised to provide in its entirety as follow:

C. If the parties agree to extend the temporary homeless encampment in the City of Woodinville through the period contractually specified under this Agreement and up to an additional 60 days as allowed by a valid temporary use permit, on or before September 25, 2004, SHARE/WHEEL shall demonstrate to the satisfaction of the City Manager that SHARE/WHEEL has identified and is seeking to legally obtain appropriate permits in other potential host communities for the relocation of the temporary homeless encampment.

Section 4. Effect of Addendum. This First Addendum is in addition to the Agreement. Except as otherwise provided herein, the provisions of this First Addendum modify, but do not supersede the provisions of the Agreement. Except as otherwise provided herein, each provision of the Agreement shall continue in full force and effect as if this First Addendum did not exist. Except as otherwise provided herein, capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this First Addendum to be signed and executed this ___ day of September, 2004.

CITY OF WOODINVILLE:

SHARE/WHEEL:

By: _____
City Manager

By: _____
Title: _____

Northshore United Church of Christ

By: _____
Title: _____

ATTEST/AUTHENTICATED:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Office of the City Attorney