

Return Address:

- Vashon Park District
- P.O. Box 1608
- Vashon Island, WA 98070



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VASHON PARK DI LE 71.00
PAGE-001 OF 010
01/26/2011 12:44
KING COUNTY, WA

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. Lease for Burton Elementary School Property
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:
Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document
1. Vashon Island School District
2. _____
Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document
1. Vashon Maury Island Park District
2. _____
Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
NE. 18. 22. 3
Additional legal is on page 5 of document.

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned
1822039116

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Lease for Burton Elementary School Property

The Vashon Island School District (Lessor) and the Vashon Maury Island Park District (Tenant) hereby enter into a lease for a portion of the property commonly known as the Burton Elementary School site, tax parcel 1822039116 (hereafter the "Property") (see attached illustrative drawing of lease area, Exhibit A). A legal description is attached as Exhibit A and incorporated herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Use of the Property. Tenant shall use the Property for public recreational and educational activities and other lawful purposes that are consistent with its mission statement. County, state, and federal guidelines applicable to school properties (such as prohibitions on weapons, drugs, and smoking) shall apply to the Property during the lease term.
2. Lease Term. The term of the lease is twenty years from the date it is executed by both parties.
3. Renewal of Lease. One year before the expiration of the lease term, the parties shall confer regarding the possibility of extending the lease; however, neither party shall be obligated to extend the lease.
4. Maintenance. Tenant shall maintain the Property in a good, safe, and secure condition.
5. Recapture. Tenant recognizes that Lessor is bound by RCW 28A.335.040, which requires that leases of surplus school property must allow the school district to recapture the leased property if it is needed for school purposes. If the Board of the Vashon Island School District enacts a resolution stating that the School District needs the Property that is subject to this Lease for school purposes, then Lessor shall provide Tenant a minimum of one year's notice prior to recapture of the Property by Lessor. At the time Lessor retakes possession of the Property by recapture, Lessor shall reimburse Tenant the present amortized value of leasehold capital improvements made by Tenant, based on a 10-year amortization period. Capital improvements that are subject to this reimbursement requirement include, but are not limited to, improvements that were funded in whole or in part by grants from other agencies. Tenant shall not make any capital improvements after receiving notice of Lessor's intent to recapture. Lessor reserves the right to recapture a portion of the property for faculty housing instead of the entire site.

6. Sublease and Fees. With Lessor's written approval, Tenant may sublease the Property for the same public recreation and education purposes allowable by Tenant and subject to all of the requirements in this lease. Tenant may charge fees for use of the Property.
7. Dissolution of Park District. In the event that the Vashon Park District is dissolved or ceases to operate, then this Lease shall terminate automatically and possession of the Property shall revert to the Lessor.
8. Dispute Resolution. If the parties are unable to agree, after using their best efforts, on implementation or interpretation of this Lease, or if one party believes the other party has breached its obligations under this Lease, then they shall select an arbitrator to adjudicate their dispute according to the Washington State Arbitration Statute (RCW 7.04). If they cannot agree on an arbitrator, each party shall choose one person who is not currently, and has not been previously, employed by, on the Board, or otherwise affiliated in any formal capacity with either party, and the two people chosen shall select the arbitrator. The arbitrator's decision shall be binding and final.
9. Utilities and Water. Tenant agrees to maintain the existing electrical and water systems onsite that are under Tenant's control and pay for its share of utility costs, with billings going directly to the Tenant. Capital improvements related to utilities for construction of new fields, irrigation systems, or other items will be at the expense of the Tenant.
10. Insurance. Tenant shall secure and maintain continuously until the end of the lease term comprehensive general liability insurance on the premises for bodily injury and property damage liability in amounts required and approved by Lessor's Risk Pool. All insurance policies shall name the Lessor as an additional insured. Tenant agrees to waive the right of recovery against the Lessor, and its directors, officers, employees or agents, for losses or damages occurring to the premises, improvements, or interruptions related to the loss or damage to such property.
11. Indemnification. Tenant agrees to indemnify and hold harmless Lessor, including its officials, employees, agents, trustees, staff, volunteers, and any other representative ("Lessor indemnified parties") from any and all claims, liabilities, injuries, damages, expenses, causes of action, suits or judgments, whether based in tort, breach of contract, strict liability or any other legal or equitable theory, to the extent arising out of Tenant's lease of the Premises.
12. Severability. Should any provision of this Lease be held invalid or unenforceable, the balance of its terms shall remain in full force and effect.
13. Rent. In recognition of the mutual benefits resulting from this lease, particularly the Lessor's ability to recapture the property and the Tenant's intended uses of

the property for public recreation and education, plus Tenant's anticipated costs to upgrade facilities on the property and maintain the property, Lessor agrees to accept these public benefits in lieu of rent from the Tenant.

14. Reimbursements. Tenant agrees to reimburse Lessor for necessary and documented out-of-pocket expenses arising from lease of the property. Absent an emergency requiring immediate remediation of a condition affecting public health and safety, Lessor shall provide prior notice of the need for any expense and the estimated cost. The parties anticipate the following:
 - a. Tenant agrees to reimburse Lessor for documented out-of-pocket expenses related to quarterly inspections of the property as required by Lessor's Risk Pool, which shall not exceed \$500 (to be adjusted annually by the change in cost of living index CPI-W) total in any school calendar year. Lessor shall provide tenant with a copy of any inspection reports so that the property can be maintained in a suitable condition.
 - b. Tenant agrees to pay for any out-of-pocket costs incurred by Lessor in developing, reviewing and approving the Master Plan for the property, or any substantial amendments to that Master Plan.
 - c. Tenant agrees to reimburse Lessor for any out-of-pocket costs for professional services to review the design of any proposed capital projects, or to facilitate the construction of those projects.
15. Assignment. Tenant will not assign any of its rights or obligations under this Lease without the prior written consent of Lessor.
16. Capital Improvements. The parties acknowledge that Tenant intends to make capital improvements to the Property, including but not limited to the creation of sports fields, or possible renovation of the Skate Park. Before Tenant makes any capital improvements, Tenant shall develop a Master Plan for the Property with public input and input from Lessor. Lessor shall have 90 (ninety) days, or a different amount of time agreed upon by the parties, after receiving a copy of the Master Plan to approve or disapprove the Master Plan. If Lessor fails to act within 90 days, or such other time as the parties agreed upon, Lessor shall be deemed to have given its approval and Tenant shall be free to adopt the Master Plan as final. Once the Master Plan has been finalized, Tenant may proceed with capital improvements that are the same as described in the Master Plan. Changes or additions to the Master Plan must be presented to Lessor for approval or disapproval in the same manner as the initial plan.
17. Full and Final Agreement. This document represents the full and final agreement between the parties. Any amendments to this agreement shall be in writing and signed by representatives of Lessor and Tenant.

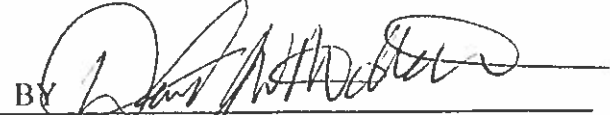
18. Notification. Any notices required under this agreement shall be in writing and directed to the Executive Director of the Vashon Maury Island Park District or to the Superintendent of the Vashon Island School District.

LESSOR:
Vashon Island School District #402

BY 

Chair, Board of Directors

LESSEE:
Vashon Park District

BY 

Commissioner

BY _____
Secretary, Board of Directors

BY 

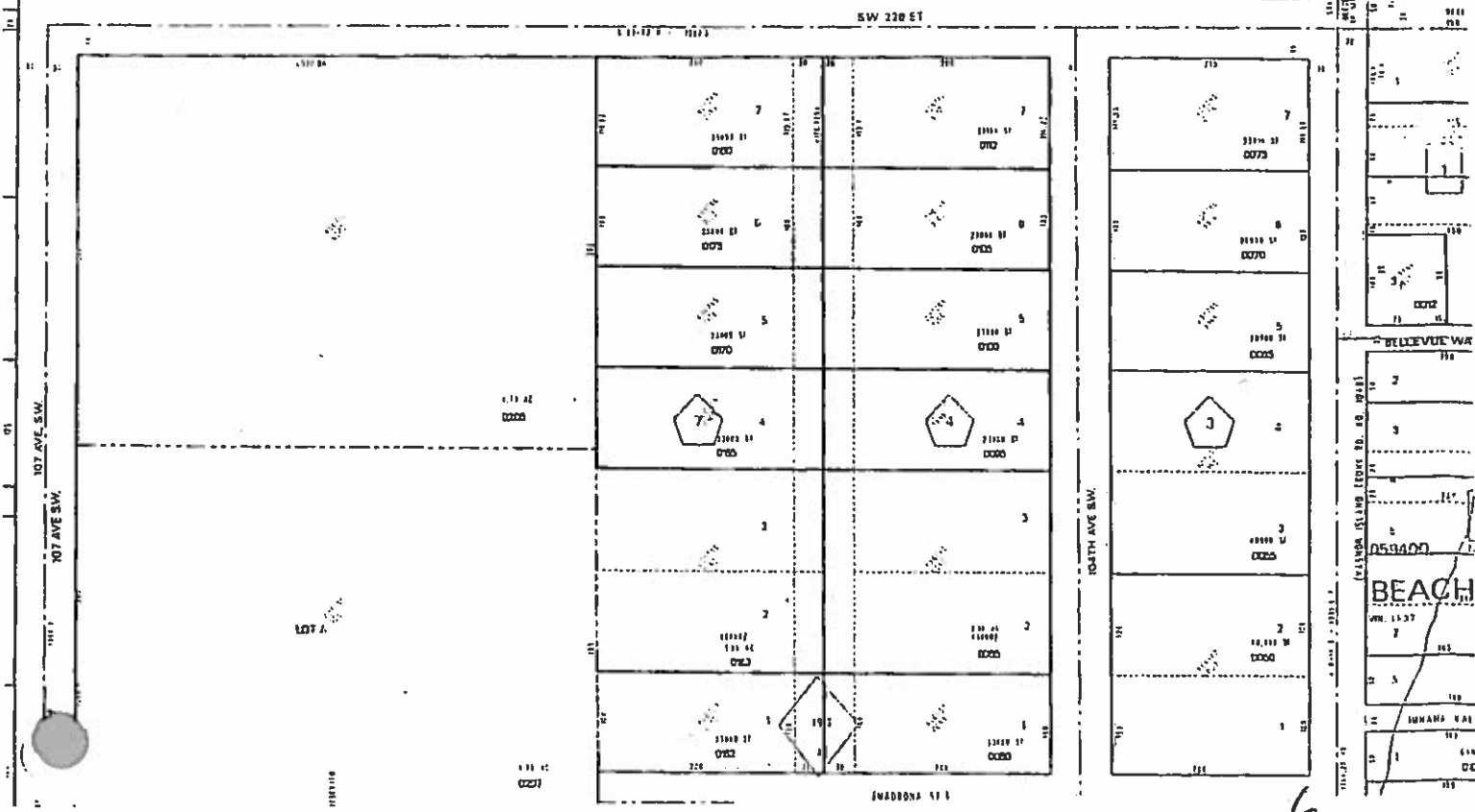
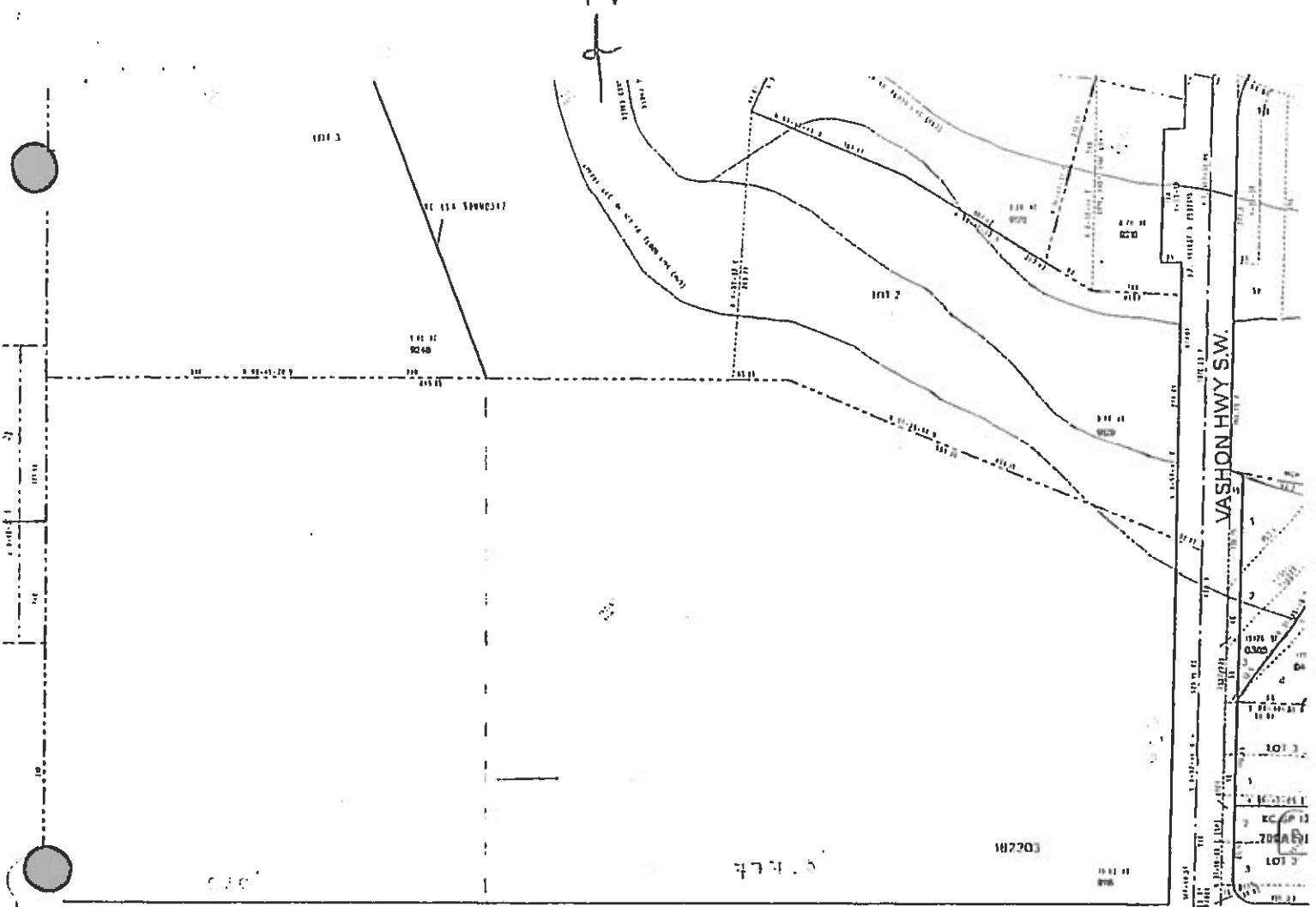
Secretary, Board of Directors

EXHIBIT "A"

The lease portion of the property commonly known as the Burton Elementary School site, which is being leased to the Vashon Park District by the Vashon Island School District #402 is described as thus:

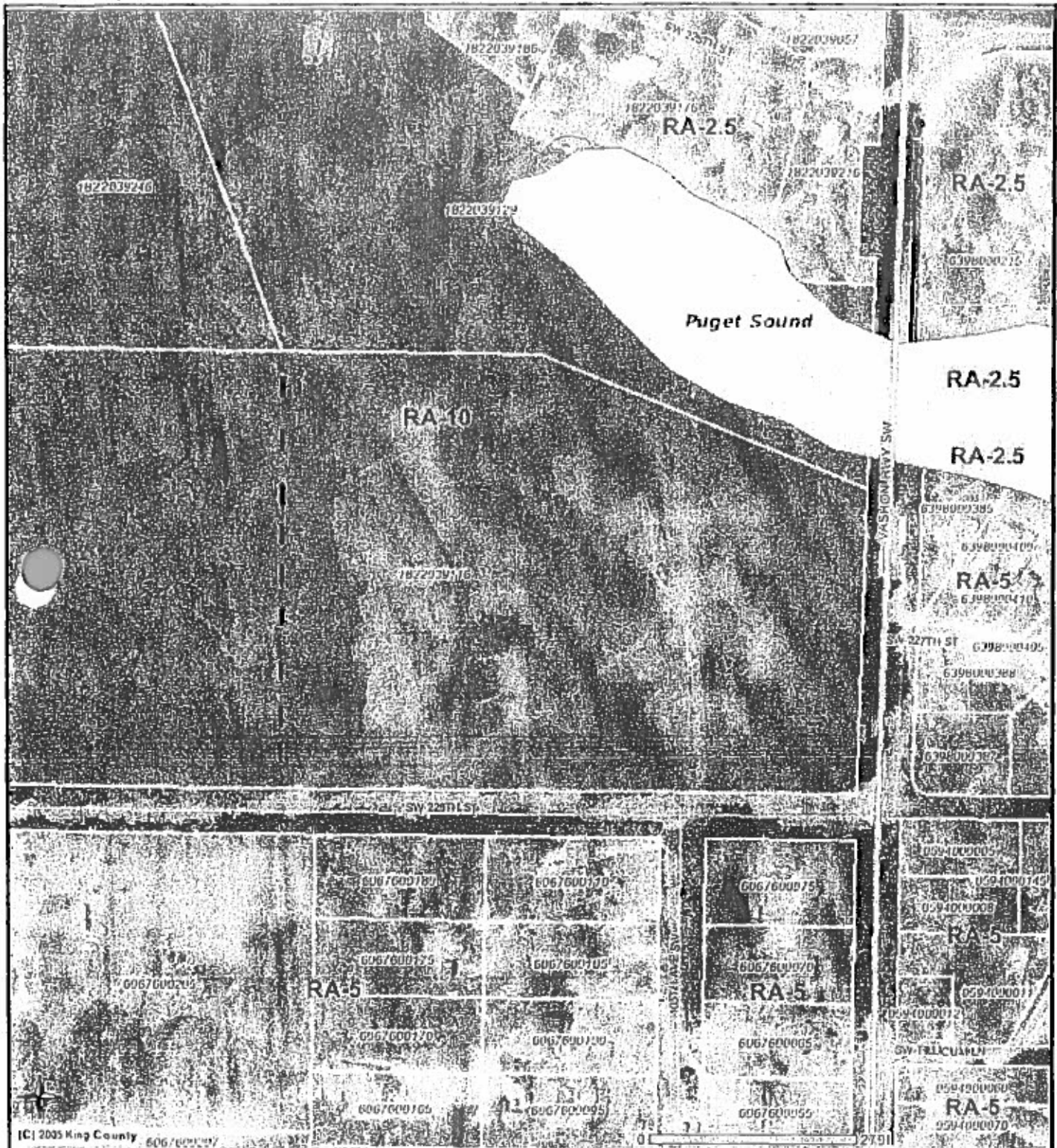
"THE EASTERLY 777.8' of 182203 116 POR OF NW 1/4 OF NE 1/4 LY SLY OF LN BEG ON E LN SD SUBDIV 430 FT N OF SE COR TH N 67-15-30 W 517.83 FT TH BEARING DUE W LESS CO RD".

Included in EXHIBIT "A" is an attached Assessors Map and Aerial Photo depicting described lease portion.



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The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.
 Date: 11-14-2006 Source: King County iMAP - Property Information (<http://www.metrokc.gov/GIS/IMAP/>)

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ACKNOWLEDGMENTS

State of Washington)
) ss
County of King)

I certify that I know or have satisfactory evidence that SUSAN STACKHOUSE is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Chairman, Board of Directors of Vashon Island School District No.402 a quasi-municipal corporation within King County, Washington, to be the free and voluntary act of said School District for uses and purposes mentioned in the instrument.

Date: 11-06-06
Karen E. Unrose
(Signature)
Payroll/ Benefits Coordinator
Title

My Appointment Expires 7-19-09

(Seal or stamp)

State of Washington)
) ss
County of King)

I certify that I know or have satisfactory evidence that Mimi WALKER is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Secretary, Board of Directors of Vashon Island School District No.402 a quasi-municipal corporation within King County, Washington, to be the free and voluntary act of said School District for uses and purposes mentioned in the instrument.

Date: 11-07-06
Karen E. Unrose
(Signature)
Payroll / Benefits Coordinator
Title

My Appointment Expires 7-19-09

(Seal or stamp)

