

Lease for Burton Elementary School Property  
Amendment Agreement

This Lease Amendment Agreement (hereinafter "amendment") is entered into and made effective as of \_\_\_\_\_ by and between the lessor, Vashon Island School District (hereinafter referred to as "lessor"), and the tenant, Vashon-Maury Island Park and Recreation District (hereinafter referred to as "tenant").

**RECITALS:**

WHEREAS, tenant currently leases the Burton Elementary School Property, tax parcel 1822039116 (hereinafter referred to as the "Property"), located at 10500 S.W. 228<sup>th</sup> Road, Vashon, WA, owned by lessor;

WHEREAS, lessor and tenant wish to amend the terms of the lease agreement ("lease") between them subject to the terms and conditions herein;

NOW, therefore, in consideration of the obligations and covenants contained herein, the Parties do contract and agree as follows:

**ARTICLE 1 – AMENDMENT:**

Under the terms and conditions herein, lessor and tenant hereby agree to amend the lease as follows: the term of the lease is twenty-one (21) years from the date the amendment is executed by both parties.

**ARTICLE 2 – NO ADDITIONAL CHANGES:**

The amendment described about shall be the sole and exclusive amendment to the lease, and except as expressly provided herein, all of the terms of the lease shall remain the same and in full force and effect.

**ARTICLE 3 – INCORPORATION:**

This amendment incorporates and is subject to the original lease. There shall not be any further amendment to the lease without the lessor's and tenant's mutual written consent.

LESSOR:  
Vashon Island School District

TENANT:  
Vashon Park District

BY

BY

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair

BY

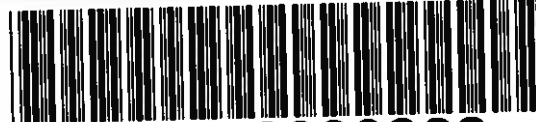
BY

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

Return Address:

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



20110126000866

VASHON PARK DISTRICT 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 assigned

1822039116

Assessor Tax # not yet

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

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

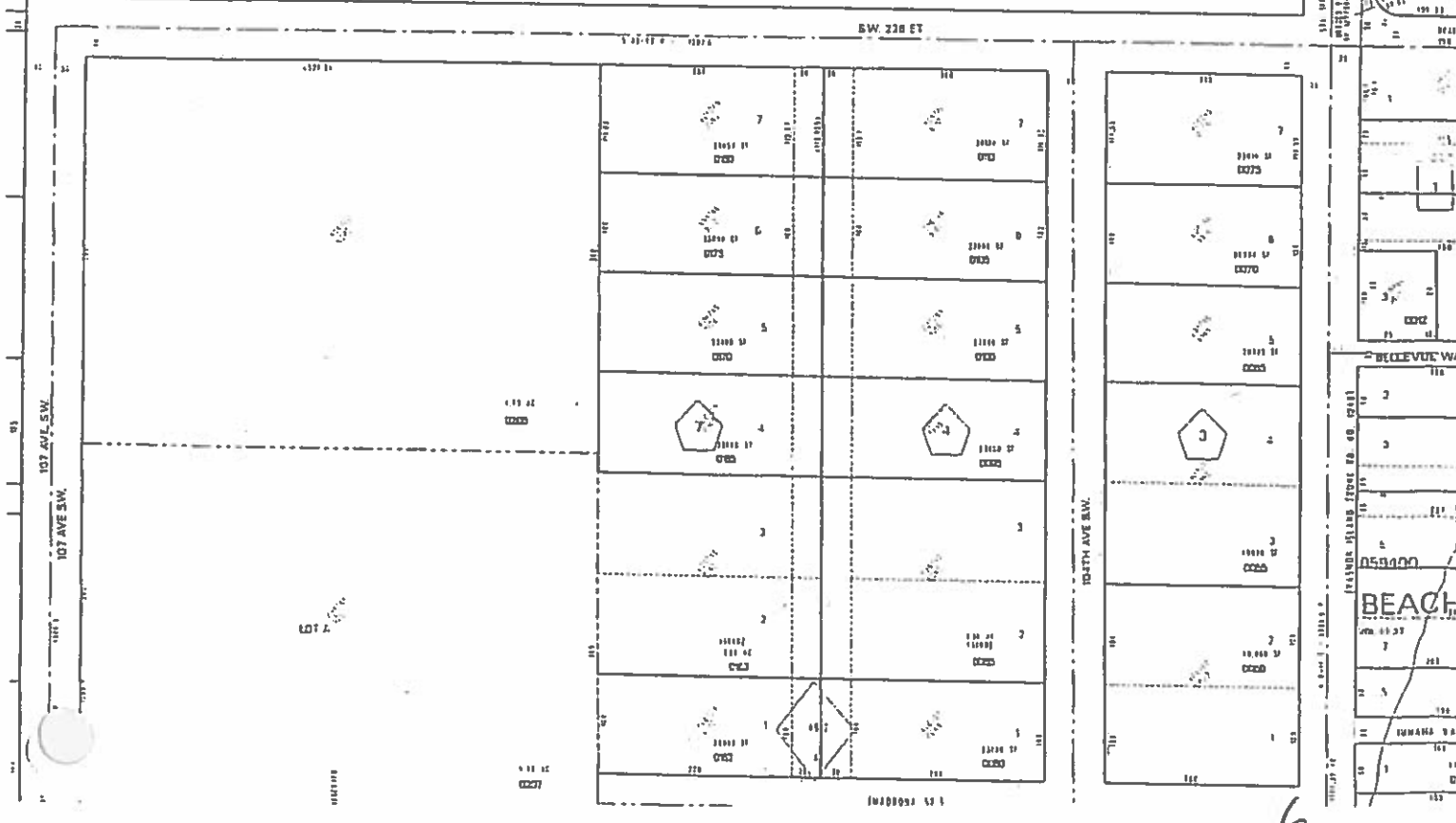
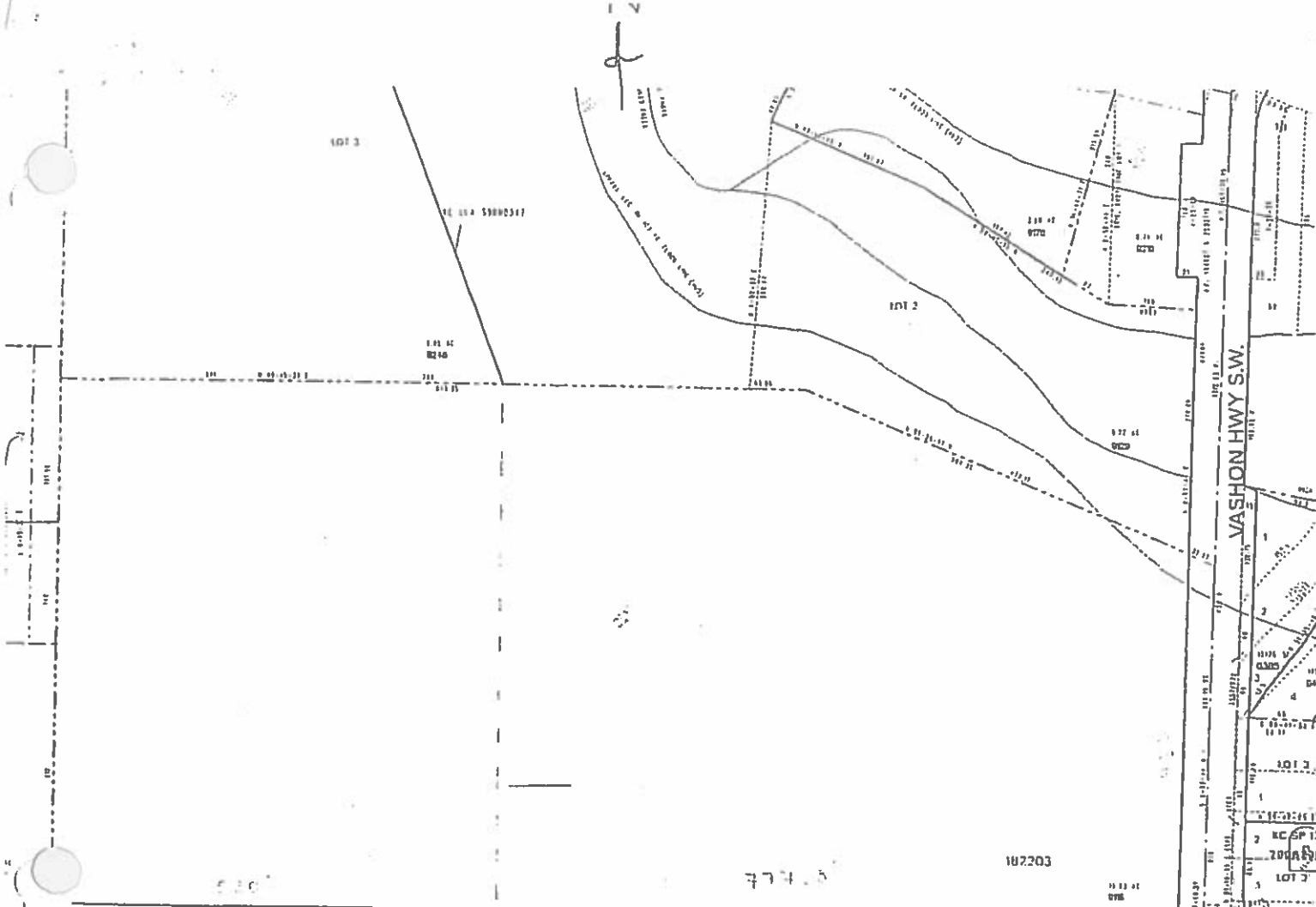
BY   
Secretary, Board of Directors

## 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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State of Washington )  
 ) ss  
County of King )

I certify that I know or have satisfactory evidence that David Hackett 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 Commissioner of the Vashon Park District, 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: May 22, 2007  
[Signature]  
(Signature)  
Office Manager - Public Notary  
Title



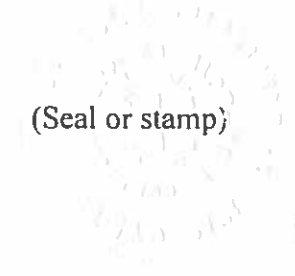
(Seal or stamp)

My Appointment Expires Jan 10, 2011

State of Washington )  
 ) ss  
County of King )

I certify that I know or have satisfactory evidence that Bill Ameling 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 Park District, 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: May 23, 2007  
[Signature]  
(Signature)  
Office Manager - Public Notary  
Title



(Seal or stamp)

My Appointment Expires Jan 10, 2011