

**CITY OF SEATTLE**  
**ORDINANCE** 126397  
COUNCIL BILL 120126

AN ORDINANCE relating to Seattle Parks and Recreation; authorizing an exchange of City-owned property at Walt Hundley Playfield for property owned by Seattle School District No. 1 adjacent to West Seattle Elementary School; authorizing execution, acceptance, and recording of quitclaim deeds; authorizing an interlocal agreement ensuring public outdoor recreation use of a portion of property deeded to Seattle Public Schools; and finding that the land exchange meets the requirements of Ordinance 118477, which adopted Initiative 42; and ratifying and confirming certain prior acts.

WHEREAS, the City of Seattle (“City”) owns property commonly known as Walt Hundley Playfield; and

WHEREAS, Seattle School District No.1 (“District”) owns property commonly known as West Seattle Elementary School, which is adjacent to the Walt Hundley Playfield; and

WHEREAS, the City constructed a soccer field, with the knowledge of the District, on a portion of the West Seattle Elementary School property; and

WHEREAS, the School District, with the knowledge of the City, uses a portion of the Walt Hundley Playfield property for school uses; and

WHEREAS, in 1978 the City applied for and was awarded Washington State Interagency Committee for Outdoor Recreation (now Recreation Conservation Office) funds to develop sports fields, the long-term obligation of the funding being a requirement that the sports field be held permanently for public outdoor recreation use; and

WHEREAS, the sports fields were constructed on both City- and School District-owned property; and

WHEREAS, in 1986 the City and the School District applied for a Boundary Line Adjustment to align property ownership with usage; and

1 WHEREAS, in 1987, the City and the School District recorded a Boundary Line Adjustment  
2 (“LBA”) under recording number 8706181576, but deeds were never exchanged; and  
3 WHEREAS, the School District, assuming the LBA was effective, subsequently constructed a  
4 wing to the West Seattle Elementary School, a portion of which is on City property; and  
5 WHEREAS, the City and the District desire to exchange equal-sized portions of the Walt  
6 Hundley property for the West Seattle Elementary property to accurately reflect  
7 ownership of existing improvements; and  
8 WHEREAS, the parcels proposed for exchange have been appraised, and  
9 WHEREAS, the District and City have determined, after thorough discussion, that the best  
10 interests of both parties and the constituents they represent would be to exchange equal  
11 portions of the adjacent parcels; and  
12 WHEREAS, in order for the land exchange to take place it is necessary for the City and the  
13 School District to cooperate to record a new Lot Boundary Adjustment and exchange  
14 deeds; and  
15 WHEREAS, time is of the essence due to the School District’s construction timeline for  
16 renovation of the West Seattle Elementary School, which is necessary to serve a rapidly  
17 growing school population, and which includes adding a new wing to a portion of the  
18 area it will acquire in the land exchange; and  
19 WHEREAS, the proposed exchange of property will replace existing land held for park and  
20 recreation purposes with land of equivalent size, value, location, and usefulness in the  
21 vicinity, serving the same community and the same park purposes, same size, utility and  
22 value in the same location and serving the same purposes; NOW, THEREFORE,

1 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

2 Section 1. The Council finds that the proposed exchange of property meets all of the  
3 requirements of Ordinance 118477, which requires that no land held for park and recreation  
4 purposes is to be sold, transferred, or changed from park use unless there is no reasonable and  
5 practical alternative and the City of Seattle receives in exchange land of equivalent or better size,  
6 value, location, and usefulness in the vicinity, serving the same community and the same park  
7 purposes.

8 Section 2. The Superintendent of Parks and Recreation (“Superintendent”), or designee,  
9 is authorized to acquire on behalf of the City of Seattle the below-described real property owned  
10 by the School District (the “West Seattle Elementary Property”) for park and recreation purposes  
11 in exchange for the real property described in Section 4 of this ordinance:

12 COMMENCING AT AN EXISTING ALUMINUM DISC IN CASE WITH PUNCH (VISITED  
13 7/23/2019) AT THE INTERSECTION OF SOUTHWEST MYRTLE STREET AND 34<sup>TH</sup>  
14 AVENUE SOUTHWEST;  
15 THENCE EASTERLY, ALONG THE MONUMENT LINE OF SOUTHWEST MYRTLE  
16 STREET, SOUTH 88°29’04” EAST, 30.00 FEET;  
17 THENCE LEAVING SAID MONUMENT LINE, NORTH 02°04’31” EAST, 30.00 FEET TO  
18 THE INTERSECTION OF THE NORTH RIGHT-OF-WAY MARGIN OF SAID MYRTLE  
19 STREET AND THE EAST RIGHT-OF-WAY MARGIN OF 34<sup>TH</sup> AVENUE SOUTHWEST;  
20 THENCE ALONG SAID EAST MARGIN, NORTH 02°04’31” EAST, 622.20 FEET;  
21 THENCE LEAVING SAID EAST MARGIN, SOUTH 88°21’29” EAST, 232.28 FEET;  
22 THENCE SOUTH 02°02’31” WEST, 199.73 FEET TO THE **TRUE POINT OF**  
23 **BEGINNING;**  
24 THENCE SOUTH 87°57’29” EAST, 195.80 FEET;  
25 THENCE SOUTH 02°02’31” WEST, 181.28 FEET;  
26 THENCE NORTH 87°57’31” WEST, 195.80 FEET;  
27 THENCE NORTH 02°02’31” EAST, 181.28 FEET TO THE **TRUE POINT OF BEGINNING;**  
28  
29 CONTAINING 35,495 SQUARE FEET, MORE OR LESS.

30 Section 3. Upon delivery of the signed interlocal agreement, substantially in the form of  
31 Attachment A to this ordinance, and signed quitclaim deed for the West Seattle Elementary  
32 Property, substantially in the form of Attachment B to this ordinance, the Superintendent, or

1 designee, is authorized, on behalf of the City of Seattle, to accept the deed for park and  
2 recreation purposes, by attaching to the deed the written acceptance thereof, and to record the  
3 same in the King County Recorder’s Office. Upon recording the deed, the West Seattle  
4 Elementary property shall be under the jurisdiction of Seattle Parks and Recreation.

5 Section 4. Upon receipt of the quitclaim deed for the West Seattle Elementary property  
6 and the interlocal agreement signed by Seattle School District No. 1, a Washington municipal  
7 organization (“School District”), the Superintendent, or designee, is authorized to sign the  
8 interlocal agreement and sign and convey a quitclaim deed, substantially in the form of  
9 Attachment C to this ordinance, to the School District, for the following described property (the  
10 “Walt Hundley Property”) in exchange for the West Seattle Elementary Property described in  
11 Section 1 of this ordinance:

12 COMMENCING AT AN EXISTING ALUMINUM DISC IN CASE WITH PUNCH (VISITED  
13 7/23/2019) AT THE INTERSECTION OF SOUTHWEST MYRTLE STREET AND 34<sup>TH</sup>  
14 AVENUE SOUTHWEST;  
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24 THENCE NORTH 02°02’31” EAST, 302.92 FEET TO THE **TRUE POINT OF BEGINNING**;  
25 THENCE SOUTH 88°16’42” EAST, 250.08 FEET MORE OR LESS TO WESTERLY RIGHT-  
26 OF-WAY MARGIN OF 31<sup>ST</sup> AVENUE SOUTHWEST AND THE BEGINNING OF A NON-  
27 TANGENT CURVE TO THE RIGHT THE RADIUS OF WHICH BEARS NORTH 73°07’08”  
28 EAST, 386.80 FEET;  
29 THENCE NORTHERLY ALONG SAID CURVE AND WESTERLY MARGIN THROUGH A  
30 CENTRAL ANGLE OF 18°50’16”, AN ARC LENGTH OF 127.17 FEET (CHORD BEARING  
31 NORTH 07°27’44” WEST, 126.60 FEET);  
32 THENCE CONTINUING ALONG SAID WESTERLY MARGIN, NORTH 01°57’24” WEST,  
33 26.48 FEET;  
34 THENCE LEAVING SAID WESTERLY MARGIN NORTH 88°27’22” WEST, 229.15 FEET;  
35 THENCE SOUTH 02°02’31” WEST, 150.75 FEET TO THE **POINT OF BEGINNING**.

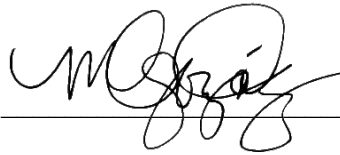
1  
2 CONTAINING 35,495 SQUARE FEET, MORE OR LESS.

3           Section 5. The Superintendent, or designee, is authorized to execute such other  
4 documents as deemed necessary or desirable to complete the exchange of property described in  
5 Sections 2, 3, and 4 of this ordinance and consistent with this ordinance, including the approved  
6 Lot Boundary Adjustment.

7           Section 6. Any act consistent with the authority of this ordinance taken prior to its  
8 effective date is ratified and confirmed.

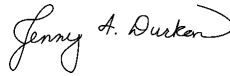
1 Section 7. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within 10 days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 26th day of July, 2021,  
5 and signed by me in open session in authentication of its passage this 26th day of  
6 July, 2021.

7 

8 President \_\_\_\_\_ of the City Council

9  Approved  returned unsigned /  vetoed this 30th day of July, 2021.

10 

11 Jenny A. Durkan, Mayor

12 Filed by me this 30th day of July, 2021.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:

17 Attachment A – Interlocal Agreement

18 Attachment B – Quitclaim Deed for Conveyance from School District to City

19 Attachment C – Quitclaim Deed for Conveyance from City to School District

**ATTACHMENT A**



**INTERLOCAL AGREEMENT**  
between  
**Seattle School District No. 1**  
and  
**City of Seattle Parks & Recreation**

THIS AGREEMENT (“Agreement”) is entered into by and between Seattle School District No. 1, a Washington state municipal corporation (“District”) and the City of Seattle, a Washington municipal corporation, acting through its Department of Parks and Recreation (“City”) (which agencies are referred to jointly as the “Parties”), pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, and the Parties’ inherent authority to enter contracts and dispose of and acquire property, for the exchange of real property owned respectively by the Parties.

WHEREAS, the District owns real property with a street address of 6760 34<sup>th</sup> Avenue Southwest, Seattle, Washington 98126, Parcel #252403-9050 (“West Seattle Elementary School” or “District Property”); and

WHEREAS, the City owns real property with a street address of 6920 34<sup>th</sup> Avenue Southwest, Seattle, Washington 98126, Parcel #252403-9059 (“Walt Hundley Playfield” or “City Property”); and

WHEREAS, the Parties cooperated on a lot boundary adjustment in 1987, #8607364, for which deeds were not exchanged (“1987 LBA”); and

WHEREAS, City improved a portion of the District property, with a soccer field that is included with other sports fields owned and maintained by the City as the Walt Huntley Playfield; and

WHEREAS, Walt Hundley Playfield has long been used by City of Seattle Parks and Recreation (SPR) as a public park pursuant to the Joint Use Agreement between the District and the City; and

WHEREAS, that portion of the District Property is unusable by West Seattle Elementary School due to being part of the SPR public park and was declared as surplus property by the Board of Directors of Seattle School District No. 1 in Board Resolution No. 2020/21-14; and

WHEREAS, the City has expressed interest in taking ownership of the portion of the District Property that is unusable by the District on the Walt Huntley Playfield in exchange for the District taking ownership of an equal portion of City Property, on which the District constructed

a portion of a school wing, and is needed by the District for use by the West Seattle Elementary School; and

WHEREAS, the District and City has determined, after thorough discussion, that the best interests of both Parties and the constituents they represent would be to exchange equal portions of the adjacent District Property and City Property parcels, owned respectively by the District and City, which portions of each parcel are described in Exhibits A and B, depicted in Exhibit C and illustrated in Exhibit D; and

WHEREAS, the southern portion (consisting of approximately 8,900 square feet) of the City Property being conveyed to the District, south of the existing fence, is subject to continuing obligations of a Washington State Recreation and Conservation Office (formerly the Interagency Committee for Outdoor Recreation) development grant #78-030 (“RCO Grant”), which requires the project area to be used perpetually for public outdoor recreation, and requires that the City will have continuing access for maintenance, along with standard RCO signage and an ongoing right by RCO to inspect the property without notice; and

WHEREAS, the Parties desire to reduce their agreement to writing, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, the Parties agree as follows:

1. Exchange of Land. The Parties agree to exchange the real property as follows:
  - a. DISTRICT PROPERTY. The District agrees to convey a Portion of Parcel #252403-9050 as described in Exhibit A to the City which is owned by the District and equal in size to the property the City agrees to convey to the District.
  - b. CITY PROPERTY. The City agrees to convey a portion of Parcel #252403-9059 as described in Exhibit B to the District which is owned by the City and equal in size to the property the District agrees to convey to the City.
  - c. LOT BOUNDARY ADJUSTMENT. The Parties agree to jointly pursue a lot boundary adjustment through the City’s Department of Construction and Inspections, which application the District submitted on April 14, 2021, in order to change the boundaries between the District and City-owned properties at the location to reflect the exchange of property between the parties. The property trades are illustrated in Exhibit C.
  - d. OUTDOOR RECREATION RESERVATION. Approximately 8,900 square feet across the southern portion of the City Property, as depicted in Exhibit D (“Outdoor Recreation Portion”) while being conveyed to the District in fee, will remain open permanently for public outdoor recreation, as required by the RCO Grant. The District shall not develop, close off, fence or otherwise restrict continuing public outdoor recreation access or use of the Outdoor Recreation Portion. In addition,



as required by the RCO Grant, the City shall have ongoing access to the Outdoor Recreation Portion for maintenance and/or improvement, consistent with its use as outdoor recreational field, and RCO shall have an ongoing right to inspect the Outdoor Recreation Portion without notice. A sign shall be posted indicating that the Outdoor Recreation Portion was made available through RCO grant funding for public outdoor recreation use.

- e. CONVEYANCE INSTRUMENTS. The conveyances described in subparagraphs a. and b. above shall be by quit claim deed, free from any and all liens and encumbrances, except easements of record and any other encumbrances as may be acceptable to the grantee.
  - f. FENCE MODIFICATION. The District shall not move the existing fence line, but shall be permitted to install a gate in the existing fence along the northern border of the Outdoor Recreation Portion to allow West Seattle Elementary School students access the City park for school recreational use.
  - g. CLOSING COSTS. The Parties agree to share equally in any escrow fees incurred in order to close the conveyance transactions described above. Each party shall pay its own title insurance on the property it is to receive if such insurance is desired by such party. Each party will pay for the recording the deed to the property it is to receive. Each party shall be responsible for its own attorney's fees and other costs incurred in preparing or reviewing documents and otherwise closing the transactions.
2. Duration of Agreement. This Agreement shall commence upon authorized signature by both Parties and shall be binding on the Parties and their successors and assigns and shall run with the land.
  3. Administration - Dispute Resolution. No partnership or other separate legal of administrative entity is created by this Agreement. To the extent any administration of this Agreement is required, such administration shall be done jointly by the Superintendent of the District and the Mayor of the City, or their designees. In the event of any dispute between the Parties as to any matter within the scope of this Agreement, the Superintendent and the Mayor (through their designees) agree to meet in an effort to resolve the same.
  4. Financing. Neither party shall have any financing obligation with respect to this Agreement other than as specifically indicated herein.
  5. Notices. Any notice given under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier, or given by mail. Any notice must be sent, postage prepaid, by certified mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses the parties may from time to time direct in writing:

- a. District: Office of Legal Counsel  
Seattle School District No. 1  
PO Box 34165, MS 32-151  
Seattle, WA 98124-1165
- b. City: Office of the Superintendent  
Seattle Department of Parks and Recreation  
100 Dexter Avenue North  
Seattle, WA 98109
6. Waiver. Neither the District’s nor the City’s waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of any subsequent breach of the same covenant.
7. Non-Severability. Each and every provision of this Agreement is essential to the consideration flowing between the parties and to that end the provisions of this Agreement are not severable.
8. Assignment. Neither party shall assign any portion of this Agreement without the express written consent of the other property.
9. Time of the Essence. Time is of the essence of this Agreement.
10. Amendments. This Agreement may be amended or modified only by written instrument executed by the District and the City.
11. Specific Performance. In the event of any breach or nonperformance of this Agreement, the non-defaulting party may, in addition to any other remedies it may have, insist on specific performance.
12. Cooperation – Execution of Additional Instruments. The parties agree to cooperate in ensuring that the terms and conditions of this Agreement are carried out and the purposes for which it is entered into achieved. The parties further agree to execute any and all additional instruments which may be necessary to fulfill their obligations under this Agreement.
13. Entire Agreement. This Agreement and the exhibits to it constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement.

ENTERED INTO by the parties on the last date set forth below:

SEATTLE SCHOOL DISTRICT NO. 1

CITY OF SEATTLE PARKS & RECREATION

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

## EXHIBIT A – West Seattle Elementary School

### Legal Description of Portion of District Property to be Conveyed to City

COMMENCING AT AN EXISTING ALUMINUM DISC IN CASE WITH PUNCH (VISITED 7/23/2019) AT THE INTERSECTION OF SOUTHWEST MYRTLE STREET AND 34<sup>TH</sup> AVENUE SOUTHWEST;  
THENCE EASTERLY, ALONG THE MONUMENT LINE OF SOUTHWEST MYRTLE STREET, SOUTH 88°29'04" EAST, 30.00 FEET;  
THENCE LEAVING SAID MONUMENT LINE, NORTH 02°04'31" EAST, 30.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY MARGIN OF SAID MYRTLE STREET AND THE EAST RIGHT-OF-WAY MARGIN OF 34<sup>TH</sup> AVENUE SOUTHWEST;  
THENCE ALONG SAID EAST MARGIN, NORTH 02°04'31" EAST, 622.20 FEET;  
THENCE LEAVING SAID EAST MARGIN, SOUTH 88°21'29" EAST, 232.28 FEET;  
THENCE SOUTH 02°02'31" WEST, 199.73 FEET TO THE **TRUE POINT OF BEGINNING**;  
THENCE SOUTH 87°57'29" EAST, 195.80 FEET;  
THENCE SOUTH 02°02'31" WEST, 181.28 FEET;  
THENCE NORTH 87°57'31" WEST, 195.80 FEET;  
THENCE NORTH 02°02'31" EAST, 181.28 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 35,495 SQUARE FEET, MORE OR LESS.

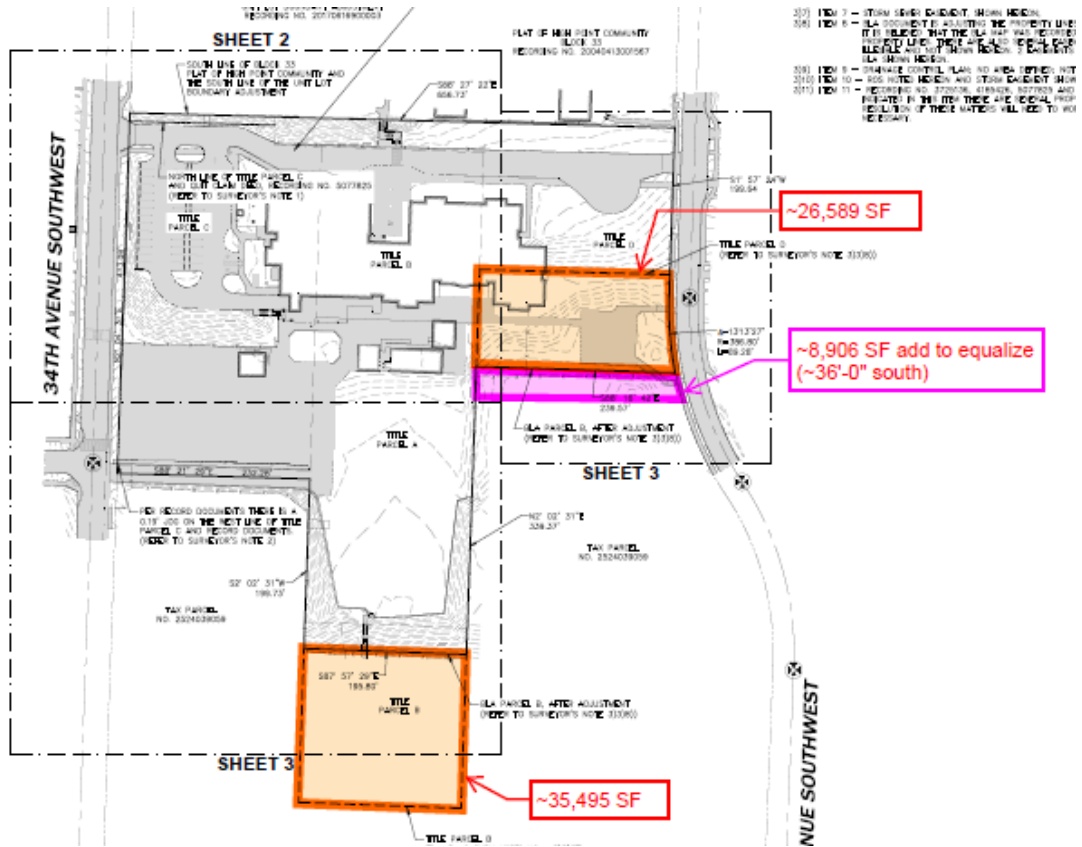
## EXHIBIT B – Walt Hundley Playfield

### Legal Description of Portion of City Property to be Conveyed to District

COMMENCING AT AN EXISTING ALUMINUM DISC IN CASE WITH PUNCH (VISITED 7/23/2019) AT THE INTERSECTION OF SOUTHWEST MYRTLE STREET AND 34<sup>TH</sup> AVENUE SOUTHWEST;  
THENCE EASTERLY, ALONG THE MONUMENT LINE OF SOUTHWEST MYRTLE STREET, SOUTH 88°29'04" EAST, 30.00 FEET;  
THENCE LEAVING SAID MONUMENT LINE, NORTH 02°04'31" EAST, 30.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY MARGIN OF SAID MYRTLE STREET AND THE EAST RIGHT-OF-WAY MARGIN OF 34<sup>TH</sup> AVENUE SOUTHWEST;  
THENCE ALONG SAID EAST MARGIN, NORTH 02°04'31" EAST, 622.20 FEET;  
THENCE LEAVING SAID EAST MARGIN, SOUTH 88°21'29" EAST, 232.28 FEET;  
THENCE SOUTH 02°02'31" WEST, 199.73 FEET;  
THENCE SOUTH 87°57'29" EAST, 195.80 FEET;  
THENCE NORTH 02°02'31" EAST, 302.92 FEET TO THE **TRUE POINT OF BEGINNING**;  
THENCE SOUTH 88°16'42" EAST, 250.08 FEET MORE OR LESS TO WESTERLY RIGHT-OF-WAY MARGIN OF 31<sup>ST</sup> AVENUE SOUTHWEST AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THE RADIUS OF WHICH BEARS NORTH 73°07'08" EAST, 386.80 FEET;  
THENCE NORTHERLY ALONG SAID CURVE AND WESTERLY MARGIN THROUGH A CENTRAL ANGLE OF 18°50'16", AN ARC LENGTH OF 127.17 FEET (CHORD BEARING NORTH 07°27'44" WEST, 126.60 FEET);  
THENCE CONTINUING ALONG SAID WESTERLY MARGIN, NORTH 01°57'24" WEST, 26.48 FEET;  
THENCE LEAVING SAID WESTERLY MARGIN NORTH 88°27'22" WEST, 229.15 FEET;  
THENCE SOUTH 02°02'31" WEST, 150.75 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 35,495 SQUARE FEET, MORE OR LESS.

### EXHIBIT C Illustration of Property Exchange



- 210) ITEM 7 - STORM SEWER EXISTENT IN THIS HOISTING
- 215) ITEM 8 - LA PROJECT IS ADJUSTING THE PROPERTY LINE IT IS BEING PUT THE LA AND HAS RECORDED PROPERTY LINE. THERE ARE ALSO SPECIAL SURVEY NOTES AND A NEW BOUNDARY FOR THE LA BOUNDARY HOISTING
- 220) ITEM 9 - SURFACE CONTROL PLAN AND AREA NOTES NOT
- 210) ITEM 10 - SEE INTENT HOISTING AND STORM DRAINAGE IN PLAN
- 211) ITEM 11 - REVISIONS TO STORM DRAINAGE NOTES AND REVISIONS TO THE PLAN THERE ARE SPECIAL PROVISIONS IF THESE MATTERS WILL NEED TO BE REVISITED



**Attachment B**  
**Quitclaim Deed for conveyance from School District to City**  
**(West Seattle Elementary Property)**

After recording, mail to:  
Seattle Parks and Recreation  
300 Elliott Avenue West  
Suite 100  
Seattle, WA 98119  
ATTN: Property & Acquisition Services

Document Title(s): QUIT CLAIM DEED

Reference number of related documents: {LBA recording number when approved & recorded}

Grantor(s): SEATTLE SCHOOL DISTRICT NO. 1

Grantee(s): THE CITY OF SEATTLE

Abbreviated Legal Description: Portion Parcel \_\_ of City of Seattle Lot Boundary Adjustment Number \_\_\_\_\_, recorded in Volume \_\_ of Surveys, pages \_\_ through \_\_, under King County Recording No. 2021 \_\_\_\_\_, more particularly described herein.

Assessor's Property Tax Parcel Account Number: Ptn 252403-9059

**QUIT CLAIM DEED**

The Grantor, SEATTLE SCHOOL DISTRICT NO. 1, a municipal corporation of the State of Washington,

for and in consideration of an exchange of real property between Seattle School District No. 1 and The City of Seattle and adjustment of boundary lines pursuant to City of Seattle Lot Boundary Adjustment # \_\_\_\_\_, recorded \_\_\_\_\_, 2021, under Recording Number 2021 \_\_\_\_\_ (Portions of King County Tax Parcels # 252403-9050 and #252403-9059),

conveys and quit claims to THE CITY OF SEATTLE, a municipal corporation of the State of Washington,

the following described real estate, situated in the County of King, State of Washington:



COMMENCING AT AN EXISTING ALUMINUM DISC IN CASE WITH PUNCH AT THE INTERSECTION OF SOUTHWEST MYRTLE STREET AND 34TH AVENUE SOUTHWEST;

THENCE EASTERLY, ALONG THE MONUMENT LINE OF SOUTHWEST MYRTLE STREET, SOUTH 88°29'04" EAST, 30.00 FEET;

THENCE LEAVING SAID MONUMENT LINE, NORTH 02°04'31" EAST, 30.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY MARGIN OF SAID MYRTLE STREET AND THE EAST RIGHT-OF-WAY MARGIN OF 34TH AVENUE SOUTHWEST;

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THENCE NORTH 02°02'31" EAST, 181.28 FEET TO THE TRUE POINT OF BEGINNING;

CONTAINING 35,495 SQUARE FEET, MORE OR LESS.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021

SEATTLE SCHOOL DISTRICT NO. 1,  
a municipal corporation of the State of Washington

By : \_\_\_\_\_

Its: \_\_\_\_\_

ACCEPTANCE CERTIFICATE

On behalf of The City of Seattle, a municipal corporation of the State of Washington, I, Jesús Aguirre, Superintendent of Seattle Parks and Recreation, accept the interest in the real property conveyed herein by this Quit Claim Deed, from Seattle School District No. 1, a municipal corporation of the State of Washington, pursuant to the authority conferred by Ordinance \_\_\_\_\_, passed \_\_\_\_\_, 2021.

Dated: \_\_\_\_\_, 2021

THE CITY OF SEATTLE, a municipal corporation

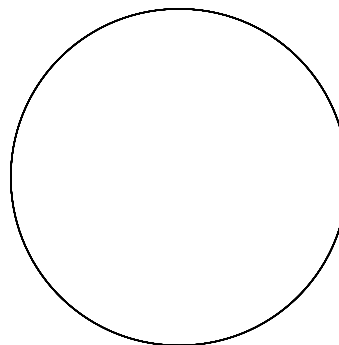
By: \_\_\_\_\_  
Jesús Aguirre  
Superintendent  
Seattle Parks and Recreation

STATE OF WASHINGTON)

) ss.

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_,  
2021, before me, the undersigned, a Notary Public in  
and for the State of Washington, duly commissioned and  
sworn, personally appeared \_\_\_\_\_,  
known to me (or proved to me on the basis of  
satisfactory evidence) to be authorized to sign for Seattle  
School District No. 1, a municipal corporation of the  
State of Washington, named in and which executed the  
foregoing document, and stated on oath that he was  
authorized to execute the foregoing document on behalf  
of said municipal corporation and signed the same as the  
free and voluntary act and deed of said municipal  
corporation for the uses and purposes  
therein mentioned.



WITNESS my hand and official seal hereto affixed the day and year in this certificate above  
written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,

\_\_\_\_\_  
(Print Name)

residing at \_\_\_\_\_

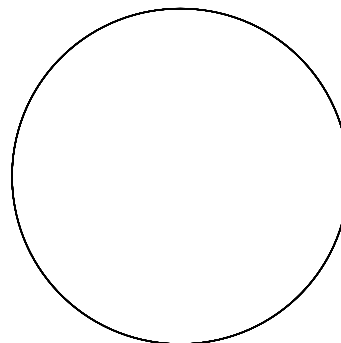
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON)

) ss.

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_,  
2021, before me, the undersigned, a Notary Public in  
and for the State of Washington, duly commissioned  
and sworn, personally appeared before me, Jesús Aguirre,  
Superintendent of Seattle Parks and Recreation, known to me  
(or proved to me on the basis of satisfactory evidence) to be  
authorized to sign for The City of Seattle,  
a municipal corporation of the State of Washington, named  
in and which executed the foregoing document, and stated on  
oath that he was authorized to execute the foregoing  
document on behalf of said municipal corporation and signed  
the same as the free and voluntary act and deed of said  
municipal corporation for the uses and purposes therein mentioned.



WITNESS my hand and official seal hereto affixed the day and year in this certificate above  
written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,

\_\_\_\_\_  
(Print Name)

residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Attachment C**  
**Quitclaim Deed for conveyance from City to School District**  
**(Walt Hundley Property)**

After recording, mail to:  
Seattle Public Schools  
2445 3<sup>rd</sup> Avenue South  
Seattle, WA 98134  
ATTN:

Document Title(s): QUIT CLAIM DEED

Reference number of related documents: {LBA recording number when approved & recorded}

Grantor(s): THE CITY OF SEATTLE

Grantee(s): SEATTLE SCHOOL DISTRICT NO. 1

Abbreviated Legal Description: Portion Parcel \_\_ of City of Seattle Lot Boundary Adjustment Number \_\_\_\_\_, recorded in Volume \_\_ of Surveys, pages \_\_ through \_\_, under King County Recording No. 2021 \_\_\_\_\_, more particularly described herein.

Assessor's Property Tax Parcel Account Number: Ptn 252403-9050

**QUIT CLAIM DEED**

The Grantor, THE CITY OF SEATTLE, a municipal corporation of the State of Washington,

for and in consideration of an exchange of real property between Seattle School District No. 1 and The City of Seattle and adjustment of boundary lines pursuant to City of Seattle Lot Boundary Adjustment # \_\_\_\_\_, recorded \_\_\_\_\_, 2021, under Recording Number 2021 \_\_\_\_\_ (Portions of King County Tax Parcels # 252403-9050 and #252403-9059),

conveys and quit claims to SEATTLE SCHOOL DISTRICT NO. 1, a municipal corporation of the State of Washington,

the following described real estate, situated in the County of King, State of Washington:

COMMENCING AT AN EXISTING ALUMINUM DISC IN CASE WITH PUNCH AT THE INTERSECTION OF SOUTHWEST MYRTLE STREET AND 34<sup>TH</sup> AVENUE SOUTHWEST; THENCE EASTERLY, ALONG THE MONUMENT LINE OF SOUTHWEST MYRTLE STREET, SOUTH 88°29'04" EAST, 30.00 FEET; THENCE LEAVING SAID MONUMENT LINE, NORTH 02°04'31" EAST, 30.00 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF-WAY MARGIN OF SAID MYRTLE STREET AND THE EAST RIGHT-OF-WAY MARGIN OF 34<sup>TH</sup> AVENUE SOUTHWEST; THENCE ALONG SAID EAST MARGIN, NORTH 02°04'31" EAST, 622.20 FEET; THENCE LEAVING SAID EAST MARGIN, SOUTH 88°21'29" EAST, 232.28 FEET; THENCE SOUTH 02°02'31" WEST, 199.73 FEET; THENCE SOUTH 87°57'29" EAST, 195.80 FEET; THENCE NORTH 02°02'31" EAST, 302.92 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 88°16'42" EAST, 250.08 FEET MORE OR LESS TO WESTERLY RIGHT-OF-WAY MARGIN OF 31<sup>ST</sup> AVENUE SOUTHWEST AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT THE RADIUS OF WHICH BEARS NORTH 73°07'08" EAST, 386.80 FEET; THENCE NORTHERLY ALONG SAID CURVE AND WESTERLY MARGIN THROUGH A CENTRAL ANGLE OF 18°50'16", AN ARC LENGTH OF 127.17 FEET (CHORD BEARING NORTH 07°27'44" WEST, 126.60 FEET); THENCE CONTINUING ALONG SAID WESTERLY MARGIN, NORTH 01°57'24" WEST, 26.48 FEET; THENCE LEAVING SAID WESTERLY MARGIN NORTH 88°27'22" WEST, 229.15 FEET; THENCE SOUTH 02°02'31" WEST, 150.75 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 35,495 SQUARE FEET, MORE OR LESS.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021

THE CITY OF SEATTLE,  
a municipal corporation of the State of Washington

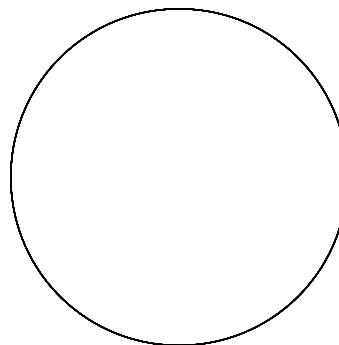
By : \_\_\_\_\_  
Jesús Aguirre, Superintendent  
Seattle Parks and Recreation

STATE OF WASHINGTON)

) ss.

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_,  
2021, before me, the undersigned, a Notary Public in  
and for the State of Washington, duly commissioned and  
sworn, personally appeared Jesús Aguirre, known to me  
(or proved to me on the basis of satisfactory evidence) to  
be authorized to sign for The City of Seattle, a municipal  
corporation of the State of Washington, acting through  
its Department of Parks and Recreation, named in and  
which executed the foregoing document, and stated on  
oath that he was authorized to execute the foregoing  
document on behalf of said municipal corporation and  
signed the same as the free and voluntary act and deed  
of said municipal corporation for the uses and purposes  
therein mentioned.



WITNESS my hand and official seal hereto affixed the day and year in this certificate above  
written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,

\_\_\_\_\_  
(Print Name)

residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_