

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 34th 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 34th 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 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;
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 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;
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 31ST 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

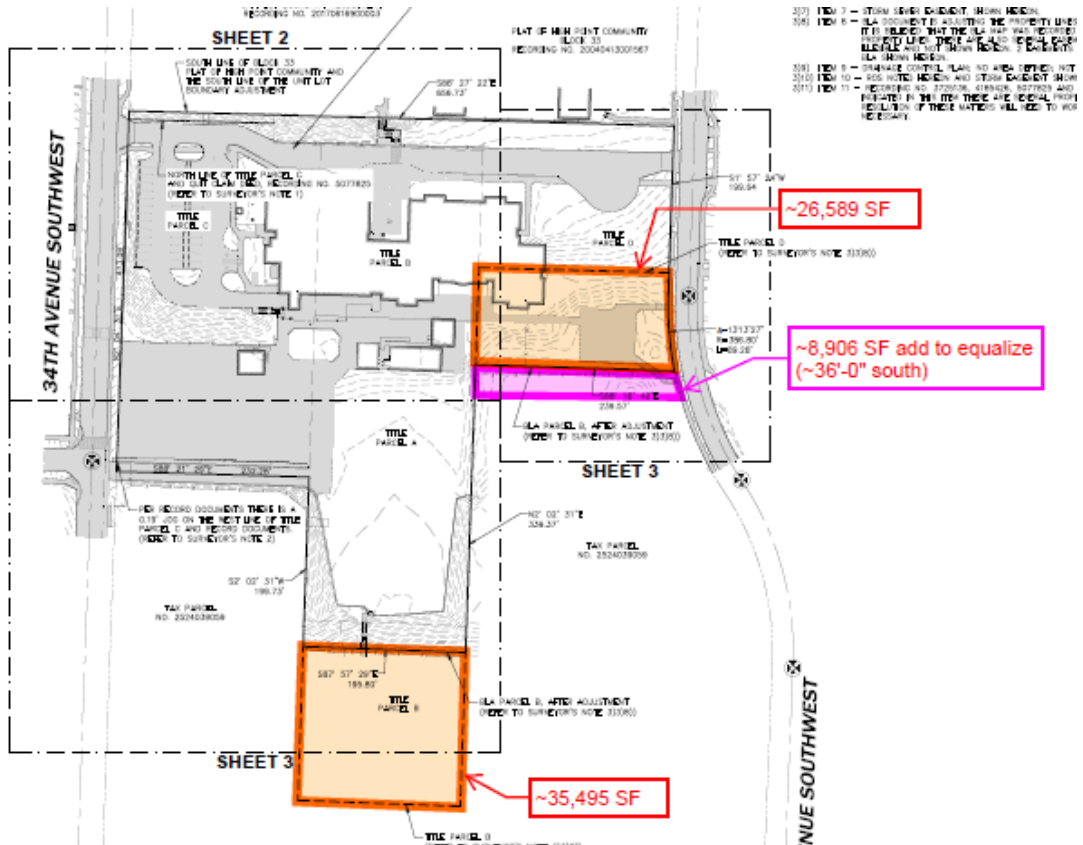


EXHIBIT D

Depiction of Outdoor Recreation Portion

