



I-10-005

Document # 5688
(Assigned by City Clerk)

CITY PROPERTY RECORD ROUTING FORM

INSTRUCTIONS: Complete this routing form for real property instruments including deeds, dedications, easements and licenses. *Do not use this form for purchase agreements for real property (use a Contract Routing Form) and dedications received through a land use action approval.*

If NO payment by City is required:
(may have restrictions on use by City):
Attach 2 copies of the document.
Route to City Attorney for review.
Obtain grantor's signature.
Route to City Clerk for recording and distribution.

If payment by City is required:
Attach 2 copies of the document.
Route to the City Attorney for review.
Obtain grantor's signature.
Bring before City Council if required (see SMC 2.60.090).
Route to City Manager for approval.
Route to City Clerk for recording and distribution.

Instruments to be recorded should indicate "return after filing" to the City Clerk. Temporary easements of one year or less and revocable licenses need not be recorded.

Record Originator: Ian Sievers / Pick Deal
Department/Division: City Attorney Date: 1/6/10
Description of Project using interest: Use, development and maintenance of a public park use on District property located at 16006 15th Avenue NE, and for access to a District facility over adjacent City property. Project Budget # N/A

Type of Document: Permanent Easement Temporary Easement
 Deed License
 Other Joint Use Agreement If temporary, provide date of termination: _____
If fixed term, provide date of term: _____

Name of Property Grantor: Shoreline School District; City of Shoreline

Property Address and/or Description: 16006 15th Avenue NE

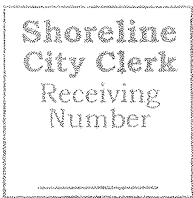
Consideration if Any: None

Source of Funds: _____ Payment Terms: _____

Remarks (future maintenance cost, potential liability, etc.):

SIGNATURE ROUTING

- 1. Project Manager/Director [Signature] 2/11/10
- 2. Risk Management/Budget
- 3. City Attorney [Signature] 2/11/10
- 4. Send to Consultant for signature (only contract documents)
- 5. Department Director [Signature] 1/13/10
- 6. City Council approval (if required)
- 7. City Manager [Signature] 1-21-10
- 8. City Clerk JW 3-9-2010
- 9. Originating Department



After Recording Return to:
Shoreline City Clerk
17500 Midvale Ave. N
Shoreline, WA 98133

Document Title: Joint Use Agreement
Grantor(s): Shoreline School District; City of Shoreline
Grantee: City of Shoreline, Shoreline School District
Abbreviated Legal Description:
Additional Legal Description is on: Exhibit C
Assessor's Tax Parcel Number(s): 162604-9008, 162604-9083

Joint Use Agreement for Parks And Access Between
Shoreline School District and City of Shoreline

This Joint Use Agreement ("Agreement"), is dated for reference purposes October 31, 2009, and is made by and between City of Shoreline, a Washington State Municipality, ("City"), and Shoreline School District a Washington State municipal corporation, ("District") for the use, development and maintenance of a public park use on ~~District property~~ located at 16006 15th Avenue NE, Shoreline, WA ~~98133~~; and for access to a District facility over adjacent City property.

98155 *[Signature]*

1. RECITALS

- 1.1 Chapter 39.34 RCW authorizes public agencies to "make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage."
- 1.2 City of Shoreline operates an extensive system of parks and open spaces. Shoreline's Hamlin Park, Tax Parcel No. 162604-9083 is located in the eastern portion of the City. The District is the owner of Tax Parcel No. 162604-9008, a portion of which is depicted in Exhibit A situated in the City of Shoreline, King County, WA ("District Parcel") and abutting Hamlin Park.
- 1.3 The District desires to access a District building on the District Parcel over an existing Hamlin Park access road from 15th Ave N.E. without developing alternate paved access across District properties.

- 1.4 The City desires to use a paved strip of the District Parcel to complete a trail connector without disrupting existing ball parks or causing the removal of significant park trees.

IN CONSIDERATION of the promises, covenants and other provisions set forth in this Agreement, the District and the City agree as follows:

- 2.1 The City grants to the District non-exclusive access to the District Parcel from 15th Ave. N.E. over the existing paved drive on Hamlin Park as depicted on Exhibit A. The City may need to expand, enlarge, alter, repair, replace, maintain, modify or re-configure the structures and uses of the Hamlin Park property, requiring the permanent use of all or a portion of the Access. If this becomes necessary, the City may terminate the Access by providing the District with one-hundred eighty (180) days notice. If terminated, the District may choose to terminate the City's park use under 2.2 concurrently with the termination date of the Access, or the Parties may re-negotiate a mutually-beneficial arrangement that allows the City's continued use.
- 2.2 The District grants to the City surface use for the purpose of constructing and maintaining a public trail fifteen feet in width and landscaping along the northern portion of the District Parcel as described and depicted on Exhibit B together with use of the right of way held by the District to access the City's parking area for the trail described in Exhibit C (collectively the "Trail Area"). The District may need to expand, enlarge, alter, repair, replace, maintain, modify or re-configure the structures and uses of its Parcel, requiring the permanent use of all or a portion of the Trail Area. If this becomes necessary, the District may terminate the City's use of the Trail Area by providing the City with one-hundred eighty (180) days notice.

3. USE, MAINTENANCE, AND OPERATION

- 3.1 **NON-EXCLUSIVE USE.** The City shall have a non-exclusive right to use the Trail Area for the purposes described in this Agreement and for no other activities or purposes without the advance written consent of the District. The District shall have a non-exclusive right to use the Access for the purposes described in this Agreement and for no other activities or purposes without the advance written consent of the City. Both parties shall take reasonable precautions to insure that the Trail Area and Access are not used for any unlawful purposes and not used or occupied in any manner which would constitute a public nuisance or otherwise violate federal, state or local laws, including any laws governing the handling, transportation, storage, treatment, usage or disposal of toxic or hazardous substances, wastes or materials. The City shall set and enforce hours of public use of the Trail Area, limited to dawn to dusk.
- 3.2 **AS-IS CONDITION.** The City has inspected and knows the condition of the Trail Area, and agrees to accept the same in its present **AS IS** condition.

- 3.3 NO OBLIGATION OF FUNDS. The District is, and shall be, under no obligation directly or indirectly to pay for any labor, material, or improvements associated with the City's development of the Trail Area. If, during construction or maintenance of the trail, the City damages any District property outside the Trail Area, the City shall repair such damage at its sole expense, within thirty (30) days of the damage occurring.
- 3.4 SIGNAGE. The City may install in the Trail Area signage stating hours of operation and public use rules of a size and format which is comparable to signs installed at City parks of a similar use. The District may install directional signs, if desired, at the 15th Ave. N.E. entrance to the Access. No other sign and no advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed or allowed by any Party on the property of the other Party without written approval of that Party. Signage shall not interfere with the other Party's use of the property, as described in this Agreement.
- 3.5 REPAIRS AND CARE OF SITE. The Parties shall permit no waste, damage or injury to the property of the other Party. The City shall pick up, collect and dispose of garbage and trash from the Trail Area. The City may place weight restrictions on the Access based on the condition of the roadway or temporarily due to weather conditions. The District shall comply with such weight restrictions after the City provides 30 days written notice, except in the case of weather or other emergency restrictions which shall take effect immediately upon notice to the District. The District shall reimburse the City for a fair and proportionate share of the costs of projects necessary to prolong the life of the Access, such as re-grading, resurfacing, overlay, and/or sealing. A "fair and proportionate share" shall constitute 2% of the project costs per full year this Agreement is in effect, not to exceed 20% of the total project costs. The City shall provide the District with written notice of any construction projects to be performed on the roadway, not including ordinary maintenance like patching or pothole repair, along with a written estimate for the project, at least 180 days in advance of the commencement of the project. The District shall not be responsible for reimbursing the City for ordinary maintenance, repair of damage caused by Acts of God or other unforeseen catastrophes, or widening or other upgrades to the Access road. The City shall have sole responsibility for ensuring that public works laws are followed for all work in the roadway, and shall defend, indemnify, and hold the District harmless for any claims arising out of disputes over public works laws. The District's obligations under this Section shall survive the Agreement for major repairs completed within five years after the termination of the Agreement.
- 3.6 NO LIENS. The City shall keep the Trail Area free from any liens arising out of work performed, materials furnished or obligations incurred by the City. The City acknowledges and agrees that it has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of the District in the fee interests in the Park Area. The City will

defend, indemnify, and hold the District harmless from any and all loss, cost, or expenses connected with or arising out of the asserted claims or liens, including reasonable attorney's fees and costs incurred the District to remove such liens, and in enforcing this paragraph. Additionally, it is mutually understood and agreed that this paragraph is intended to be a continuing provision applicable to future improvements after any initial improvements are made in the Trail Area.

4. INDEMNITY AND INSURANCE

4.1 INDEMNIFICATION AND HOLD HARMLESS. In performing any work on the Trail Area the City agrees to comply with all laws, ordinances, rules and regulations of the appropriate federal, state and local agencies. The City shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney's fees and costs, arising out of or in connection with the design, development and construction of any improvements in the Trail Area. The City shall also defend, indemnify, and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney's fees and costs, arising out of or in connection with the public's use of the Trail Area.

4.1.1 The City expressly and specifically agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the City, hereby expressly and specifically waives, with respect to District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary for this indemnity.

4.1.2 The provisions contained in this section shall survive the termination of this Agreement.

4.2 MINIMUM SCOPE OF INSURANCE. The parties shall at a minimum maintain insurance that covers that party's and, in the case of the City, the public's, activities and usage of the Trail Area and Access as follows:

4.2.1 Commercial General Liability insurance (Insurance Services Office form number (CG00 001), covering Commercial General Liability with a limit of not less than \$1,000,000 combined single limit per occurrence; \$2,000,000 aggregate.

4.2.2 DEDUCTIBLES AND SELF-INSURED RETENTIONS. The deductible and/or self-insured retention of the policies will be the sole responsibility of the policy holder.

- 4.2.3 The City's commercial general liability insurance coverage will be primary insurance as respects the District, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by District will not contribute with the City's insurance or benefit the City in any way. The District's commercial general liability insurance coverage will be primary insurance as respects the City, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the City will not contribute with the District's insurance or benefit the District in any way.
- 4.2.4 Coverage will not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limits by claims paid, until after forty-five (45) days' prior written notice has been given to the other party.
- 4.2.5 Each insurance policy will be written on an "occurrence" basis.
- 4.2.6 The insurance coverage required of the City under Sections 4.2 may be provided by insurance risk pool coverage, and a coverage letter from the risk pool administrator shall be provided to the other party in lieu of a certificate of insurance.

5. GENERAL CONDITIONS

- 5.1 **NON-WAIVER OF BREACH.** The failure of either PARTY to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment thereof, or any other covenants or agreements, but the same shall be and remain in full force and effect.
- 5.2 **NOTICE.** Any notice required to be given by either party to the other pursuant to the provisions of this Agreement or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally or deposited in the United States Mail, postage prepaid, registered or certified, return receipt requested, addressed to the:

City of Shoreline
Director, Department of Parks, Recreation and Cultural Services
17544 Midvale Avenue North
Shoreline, WA 98133

Shoreline School District
18560 1st Avenue NE
Shoreline, WA 98155
Attn: Paul Plumis, Facilities Manager

Or, to such other person or address as is hereafter designated in writing by either party to the other.

5.3 NONDISCRIMINATION.

5.3.1 EMPLOYMENT. The City does not anticipate hiring any employees to develop and maintain the Site or otherwise perform its obligations under this Agreement. If the City should elect to do so, however, the City agrees not to discriminate against any employee or applicant for employment because of sex, age, race, color, creed, national origin, sexual orientation, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bonafide occupational qualification. This requirement shall apply without limitation to all aspects of employment (including lay-offs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship) and advertisement.

5.3.2 SERVICES AND ACTIVITIES. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, sexual orientation, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for termination or suspension in whole or in part of this Agreement.

5.4 TRANSFER AND ASSIGNMENT. This Agreement or any interest therein may not be assigned without the other Party's prior written approval. Notwithstanding this restriction, each Party shall have the right to sell or otherwise transfer or dispose of its respective Parcel, with 180 days advance written notice to the other Party. In the event of a sale or other means of transfer of ownership, operations, or disposition of any part of District Parcel or Hamlin Park, either by operation of law or other means, the conveying party shall be relieved of all liability under any and all of its covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence or omission occurring after the consummation of such sale or other means of transfer of ownership, operations, or disposition. Provided, however, that all purchasers or successors in interest shall be deemed, without any further agreement between the parties or their successors in interest or between the parties, to have assumed and agreed to carry out any and all of the covenants and obligations under this Agreement.

- 5.5 PERMITS AND LICENSES. The City will obtain and maintain, at its own costs and expense, all necessary permits, licenses and approvals required for the activities contemplated under this Agreement.
- 5.6 RISK OF LOSS. All property of any kind or description whatsoever placed or moved by the City shall be at the City's sole risk, and the District shall not be liable for any damage done to, or loss of, such property.
- 5.7 RECORDATION AGREEMENT. Pursuant to RCW 39.34.040, this Agreement shall be filed in the office of the King County auditor or, alternatively, listed by subject on each Party's web site or other electronically retrievable public source. . If this Agreement is filed with the auditor, then upon termination both parties shall execute, acknowledge, and deliver to the other any instrument reasonably requested by either party for purposes of providing record notice of a termination.
- 5.8 TERMINATION.
- 5.8.1 Any party may terminate this Agreement for any reason upon one hundred eighty (180) days notice in writing to the other parties.
- 5.8.2 Upon termination and unless otherwise arranged, the City will remove from the Trail Area all its personal property, goods, and effects, but shall have no obligation to demolish or remove the trail or landscaping. The trail and landscaping shall become the property of the District upon termination, but the District shall have no obligation to keep the trail open to the public.
- 5.9 ENTIRE AGREEMENT. This agreement and any and all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the Parties. There are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, expressed or implied, other than what is expressly set forth in this Agreement. This Agreement shall not be modified in any manner except by an instrument in writing and executed by the parties.
- 5.10 SEVERABILITY. Should any provision of this Agreement be found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the Parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the date set forth below.

CITY OF SHORELINE

By: *Robert L. Olander*

Robert L. Olander

TITLE: City Manager

DATED: 3/11/10

APPROVED AS TO FORM:

Ian Sievers

Ian Sievers, Shoreline City Attorney

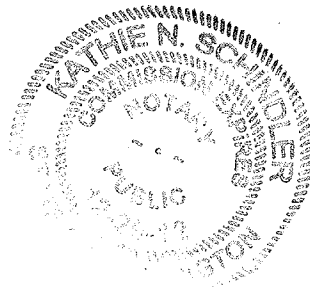
SHORELINE SCHOOL DISTRICT

Susanne Walker

TITLE:

APPROVED AS TO FORM:

Kathie N. Schindler



STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that ^{Susanne}~~he~~ ^{Walker} is the person who appeared before me, and said person acknowledged that ^{she} signed this instrument, and on oath state that ^{she} is authorized to execute the instrument and acknowledged it to be the free and voluntary act of the Shoreline School District for the uses and purposes mentioned in this instrument.

Dated: 3/1/10

Kathie N. Schindler
NOTARY PUBLIC in and for the State of
Washington, residing at Edmonds

My Commission Expires: 12/29/12

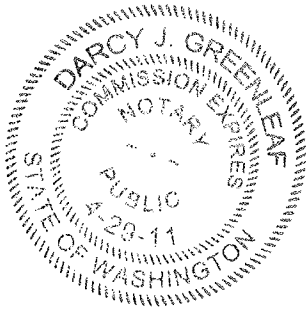
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that Robert Olander is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute the instrument and acknowledged it to be the free and voluntary act of the city of Shoreline for the uses and purposes mentioned in this instrument.

Dated: 1/21/10

Darcy Greenleaf
NOTARY PUBLIC in and for the State of
Washington, residing at Shoreline

My Commission Expires: 4/29/11

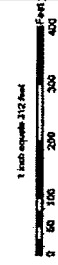


SHORELINE

Geographic Information System

Exhibit A

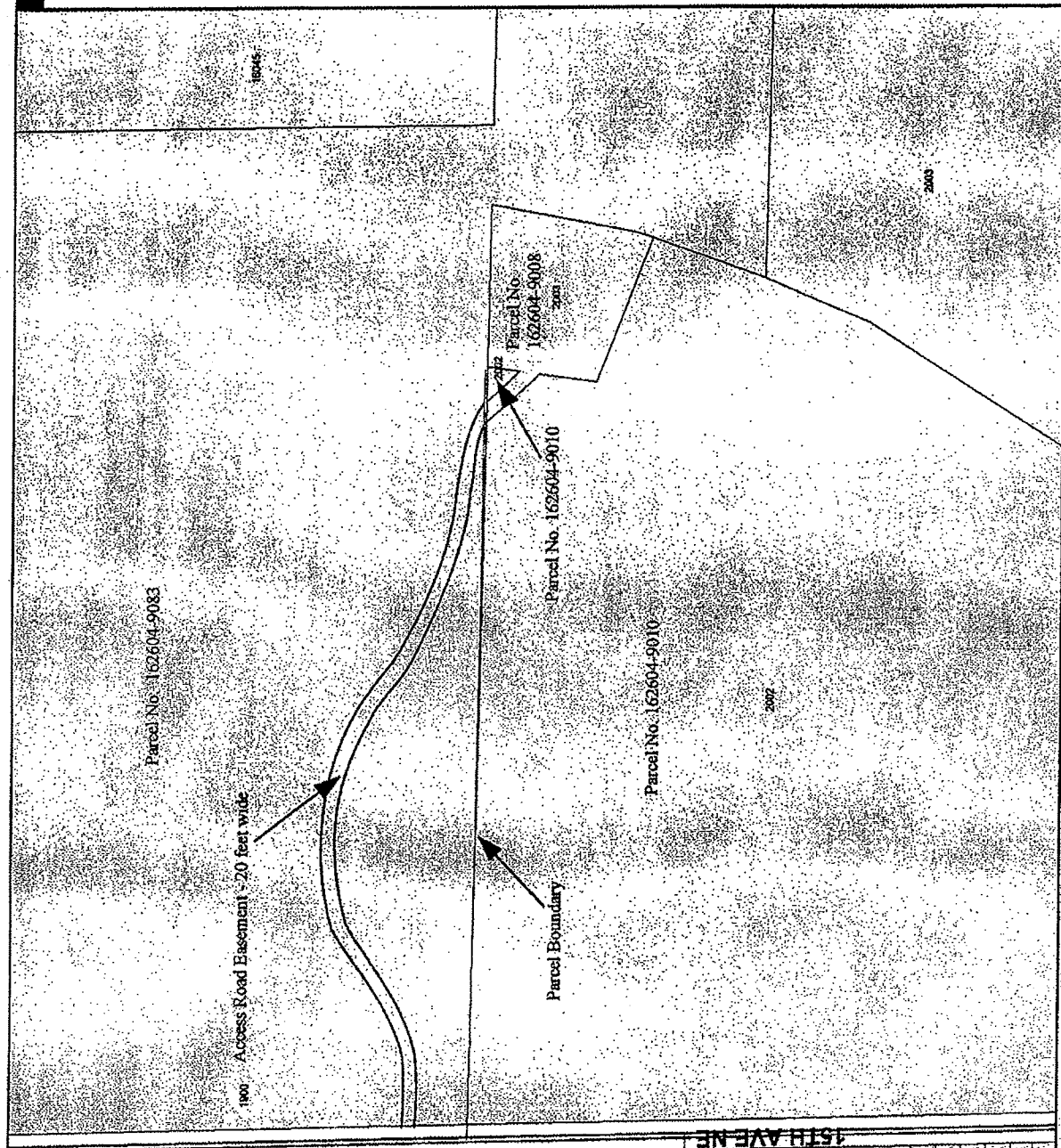
- Legend**
- City Boundary
 - Arterial Class
 - Interstate
 - State Route
 - Principal Arterial
 - Minor Arterial
 - Collector Arterial
 - Residential Street
 - Outside Shoreline
 - Open Water
 - Tax Parcel



No warranty of any sort, including accuracy, fitness, or merchantability, accompany this product.



Plot Date: February 25, 2002



NE 162ND ST		17TH AVE NE		15TH AVE NE	
16212	16241	15711	15712	15711	15712
16230	16237	15713	15714	15713	15714
16232	16235	15715	15716	15715	15716
16230	16227	15717	15718	15717	15718
16222	16221	15719	15720	15719	15720
16218	16211	15721	15722	15721	15722
16212	16211	15723	15724	15723	15724
16208	16207	15725	15726	15725	15726
16204	16203	15727	15728	15727	15728
15874	15875	15829	15830	15829	15830
15876	15877	15831	15832	15831	15832
15878	15879	15833	15834	15833	15834
15880	15881	15835	15836	15835	15836
15882	15883	15837	15838	15837	15838
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15900	15901	15855	15856	15855	15856
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15904	15905	15859	15860	15859	15860
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15908	15909	15863	15864	15863	15864
15910	15911	15865	15866	15865	15866
15912	15913	15867	15868	15867	15868
15914	15915	15869	15870	15869	15870
15916	15917	15871	15872	15871	15872
15918	15919	15873	15874	15873	15874
15920	15921	15875	15876	15875	15876
15922	15923	15877	15878	15877	15878
15924	15925	15879	15880	15879	15880

EXHIBIT A

DRAFT

EXHIBIT B page 1 of 2

TAX

TAX LOT No. 162604-9008

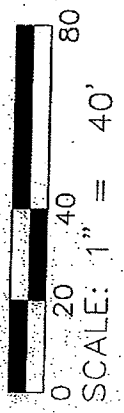
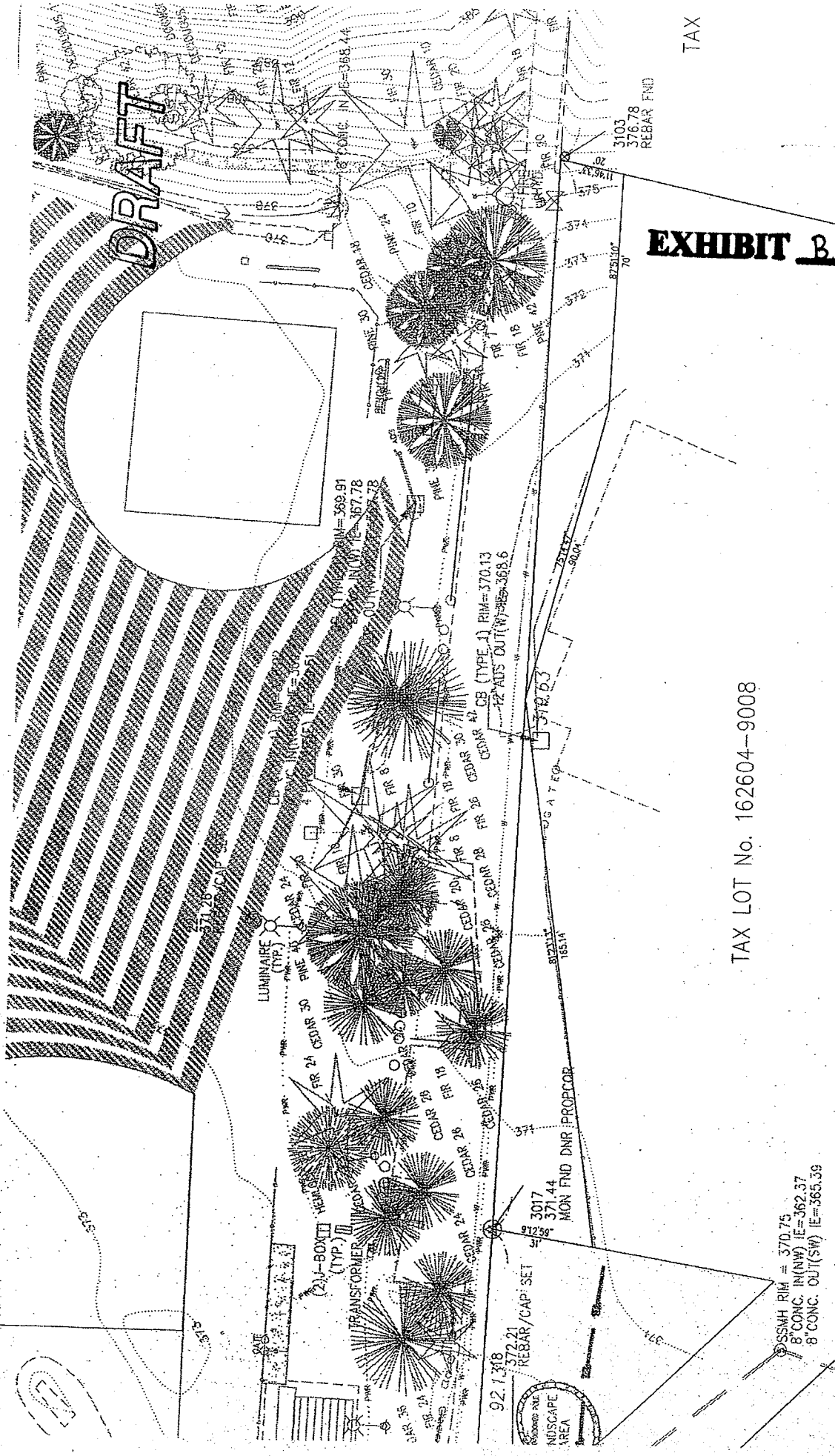


EXHIBIT B page 2 of 2

Hamlin Park
Tax Lot 162604-9008
Shoreline, WA

Beginning at the Northeast corner of Tax Lot No. 162604-9008; thence South $11^{\circ}43'33''$ West a distance of 20 feet along the East property line; thence North $87^{\circ}51'10''$ West a distance of 70 feet; thence North $75^{\circ}14'47''$ West a distance of 90.04 feet to the northern property line ; thence South $81^{\circ}23'13''$ West a distance of 165.14 feet to the West property line; thence North $9^{\circ}12'59''$ West a distance of 31 feet along the West property line; thence East along the Northern property line to the beginning point.

Exhibit C

School District 30 feet Right of Way from Hamlin Park to District parcel as shown in REC #8405080974.