



SCHOOL BOARD ACTION REPORT

DATE: Jan. 6, 2021
FROM: Denise Juneau, Superintendent
LEAD STAFF: Fred Podesta, Chief Operations Officer

For Introduction: Feb. 24, 2021
For Action: March 10, 2021

1. TITLE

Cleveland High School Memorial Forest Conservation Easement Agreement with King County and Memorandum of Understanding with the Cleveland High School Alumni Association

2. PURPOSE

This Board Action Report (BAR) details the proposed conveyance of a conservation and trail easement over the Cleveland High School Memorial Forest (a forested property located between the City of Issaquah and Fall City and owned by Seattle Public Schools) for \$3.47 million in payments to the district. This BAR also proposes a Memorandum of Understanding between the district and the Cleveland High School Alumni Association regarding the property.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute a Conservation Easement Purchase and Sale Agreement with King County and to execute a Memorandum of Understanding between Seattle Public Schools and the Cleveland High School Alumni Association in the form of the draft agreements attached to the BAR, with any minor additions, deletions, and modifications deemed necessary by the Superintendent and take all necessary actions to implement these agreements.

4. BACKGROUND INFORMATION

a. Background

In 1944, student donations were used to purchase a 131.52-acre parcel of forested property, which was donated to the district as a permanent memorial to Cleveland High School students who died during World War II. The property is located at 28322 SE Issaquah-Fall City Road between the City of Issaquah and Fall City. A map depicting the location of the property and the site are attached. The property is mostly undeveloped natural forest land but does contain a veteran memorial to Cleveland Students who died at war, modern restrooms, a small lyceum, a caretaker building, and garden tool storage.

Cleveland High School and other schools have made occasional uses of the property for wilderness, field trips, and leadership training. The Cleveland High School Alumni Association, who has been very active in issues regarding the property, and veterans' groups hold annual events on the property to honor veterans.

King County has made an unsolicited offer to purchase from the district a conservation and trail easement over a portion of the property for \$3.47 million. King County has a robust land conservation initiative program and identified this property as a prime candidate for protection and, potentially, a public trail. This is due in part to the fact that the property is bordered on several sides by public open space and other protected parcels, which means protecting this property will help create a large, contiguous protected open space area with the possibility for a connected trail with other neighboring parcels in the future.

The proposed agreement with King County includes the following key components:

- Seattle Public Schools (SPS) would be paid \$3.47 million for the easements over a portion (121.52 acres) of the property
- Payment and transfer would be made in two phases (Phase I in early 2021 -\$1.4 million), (Phase II in late 2021 or early 2022 - \$2.070 million)
- SPS would retain 10 acres of the property unrestricted by the easements and could develop this area in the future (the existing structures and memorial are located on this portion of the property)
- SPS would retain underlying ownership and the ability to use (but not physically develop) the entirety of the property covered by the easements
- SPS could conduct forest management and timber harvest studies
- Location of any developed trail would be agreed upon by the parties in the future
- King County would assume financial responsibility and liability for any future trail and its uses

King County's \$3.47 million offer is based upon an appraisal (pre-COVID-19) conducted by the County. The district's appraiser conducted a review appraisal and confirmed that this amount is an appropriate fair market value for the interests to be conveyed. The district's appraiser has advised that the value will not have increased in light of COVID-19 impacts. In addition, the appraiser confirmed that the property is worth more as valued by the appraisals than if it were utilized for timber harvest, partly due to the low value of timber on the site.

The proposed transaction with King County is strongly supported by the Cleveland High School Alumni Association (CHSAA) and veteran groups. The district has worked with the CHSAA in considering this proposal and has negotiated the attached proposed Memorandum of Understanding (MOU) to better formalize the partnership with the CHSAA regarding the property.

Among other things, that MOU establishes a working committee with the CHSAA regarding the property, continues the annual Memorial Day event, earmarks \$150,000 to rebuild the existing lyceum on the site to facilitate events, and calls for conducting a forest management study. The MOU also allows for the property to be properly named "Cleveland High School Memorial Forest" and allows the CHSAA to install a sign on site.

b. Alternatives

Do not approve the transaction or the MOU. This is not recommended. The proposal allows the district to obtain \$3.47 million in funding while still allowing the district, alumni, and veterans to continue utilizing the property.

c. **Research**

The district conducted a review appraisal that affirmed the sales price.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be two payments to the district totaling \$3,470,000. These payments are legally required to be deposited in the Capital Fund for allowable capital expenditures. In accordance with the MOU, \$150,000 of the funding will be allocated to constructing a new lyceum on the property, and \$35,000 will be utilized to conduct a forest management study.

Expenditure: ☐ One-time ☐ Annual ☐ Multi-Year ☐ N/A

Revenue: ☐ One-time ☐ Annual ☒ Multi-Year ☐ N/A

6. COMMUNITY ENGAGEMENT

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

☒ Not applicable

☐ Tier 1: Inform

☐ Tier 2: Consult/Involve

☐ Tier 3: Collaborate

7. EQUITY ANALYSIS

The primary effect of this action is to secure revenue for the district's capital fund. The Racial Equity Analysis toolkit is utilized to guide capital planning, influencing community engagement methods, and updating to the Facilities Master Plan. The current capital program is managed with racial and educational equity as an overarching guiding principle in accordance with Board Policy 0030, Ensuring Educational and Racial Equity.

8. STUDENT BENEFIT

The funds from this transaction will be available to support capital needs for our schools while the property still will remain available for school and student uses.

9. WHY BOARD ACTION IS NECESSARY

- ☒ Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)
- ☐ Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- ☐ Adopting, amending, or repealing a Board policy
- ☐ Formally accepting the completion of a public works project and closing out the contract
- ☒ Legal requirement for the School Board to take action on this matter
- ☐ Board Policy No. _____, [TITLE], provides the Board shall approve this item
- ☐ Other: _____

10. POLICY IMPLICATION

Per Policy No. 6220, Procurement, any contract for more than \$250,000 initial value must be brought before the Board for approval.

This action is consistent with the property management objectives outlined Policy No. 6882, Rental, Lease and Sale of Real Property.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on Feb. 4, 2021. The Committee reviewed the motion and moved it forward for approval.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the agreements will be executed. The first phase transfer of easements is anticipated to occur in early 2021 with the second phase occurring in late 2021 or early 2022.

13. ATTACHMENTS

- Conservation Easement Real Purchase and Sale Agreement (for consideration)
- Memorandum of Understanding Between Seattle Public Schools and Cleveland High School Alumni Association (for consideration)
- Property Map (for reference)
- Cleveland High School Alumni Association Newsletter Excerpt, February 2021 (for reference)

CLEVELAND HIGH SCHOOL MEMORIAL FOREST CONSERVATION EASEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made as of the date this instrument is fully executed by and between SEATTLE SCHOOL DISTRICT NO. 1, a municipal corporation, ("Seller"), and KING COUNTY, a political subdivision of the State of Washington ("Buyer"), for purchase and sale of that certain Transfer of Development Rights Conservation Easement situated in King County, Washington, described on Exhibit "A", and all rights appurtenant thereto (the "Easement")

1. **PURCHASE PRICE:** The total purchase price for the Easement is **Three Million Four Hundred Seventy Thousand and NO/100 Dollars (US \$3,470,000)** ("Purchase Price"). The Purchase Price is payable at closing in cash. The closing will take place in two parts (Phase I and Phase II). The purchase price for the Phase I transaction shall be **One Million Four Hundred Thousand and NO/100 Dollars (US \$1,400,000)** ("Phase I Purchase Price"). The purchase price for the Phase II transaction shall be **Two Million Seventy Thousand and NO/100 Dollars (US \$2,070,000)** ("Phase II Purchase Price").

2. **TITLE:**

2.1 **Conveyance by Easement:** At the Phase I closing, Seller will execute and deliver to Buyer an Easement conveying and warranting good and marketable title to the Phase I Easement free and clear of all defects or encumbrances except those defects and/or encumbrances (if any) identified on Exhibit "B" (collectively, "Permitted Exceptions"). The Phase I Easement will include 49 acres over Tax Parcel 072407-9009. The Phase I Easement will be provided to escrow by Buyer for execution by Seller in closing, the form of which is attached hereto as Attachment "A".

2.2 **Conveyance by Easement:** At the Phase II closing, Seller will execute and deliver to Buyer an Easement conveying and warranting good and marketable title to the Phase II Easement free and clear of all defects or encumbrances except those defects and/or encumbrances (if any) identified on Exhibit "B" (collectively, "Permitted Exceptions"). The Phase II Easement will include 72.52 acres over Tax Parcels 072407-9009 and 072407-9012. The Phase II Easement will be provided to escrow by Buyer for execution by Seller in closing, the form of which is attached hereto as Attachment "B".

2.3 **Title Insurance:** At the Phase I closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer in the amount of the Phase I Purchase Price against loss or damage by reason of defect in Buyer's title to the Phase I Easement subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions.

2.4 **Title Insurance:** At the Phase II closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer

in the amount of the Phase II Purchase Price against loss or damage by reason of defect in Buyer's title to the Phase II Easement subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions.

3. **PHASE II CONTINGENCY:**

3.1 **Funding (Phase II):** The sale of the Phase II Easement is contingent on receipt of grant funding and/or appropriation by the Metropolitan King County Council of funds sufficient to close the sale.

3.2 **Removal of Contingencies:** King County shall have until December 6, 2021 to remove the Phase II contingency. King County may remove such contingency by sending written notice thereof to Seller pursuant to Paragraph 7 herein. If the contingencies are not removed within this period, this Agreement shall be null and void.

4. **RISK OF LOSS:** Seller will bear the risk of loss of or damage to the Easement property prior to closing. In the event of such loss or damage to the Easement property, Seller shall promptly notify Buyer thereof and Buyer may, in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

5. **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Seller represents warrants and covenants to the Buyer at the date of execution of this Agreement and the date of closing that:

5.1 **Authority:** Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations, and if Seller is a corporation, all necessary corporate action to authorize this transaction has been taken;

5.2 **No Leases:** The Easement property is not subject to any leases, tenancies or rights of persons in possession;

5.3 **No Material Defect:** Seller is unaware of any material defect in the Easement property;

5.4 **Debris and Personal Property:** Seller will remove all debris and personal property, prior to closing, located on the Easement property (if any) at Seller's cost and expense, and Seller will indemnify and hold Buyer harmless from all claims and expenses arising from such removal;

5.5 **Contamination:** To the best of Seller's knowledge, Seller represents and warrants that he/she/it has not caused or allowed the general treatment, storage or disposal of hazardous substances on the property within the Easement, except in accordance with local, state, and federal statutes and regulations, nor caused or allowed the release of any hazardous substance onto, at, or near the Easement. To the best of Seller's knowledge, Seller is in compliance with all applicable

laws, rules, and regulations regarding the handling of hazardous substances, has secured all necessary permits, licenses and approvals necessary to Seller's activities on the property within the Easement and is in compliance with such permits. Seller has not received notice of any proceedings, claims, or lawsuits arising out of its operations on the property within the Easement and, to the Seller's knowledge, the property within the Easement is not, nor has it ever been subject to the release of hazardous substances.

5.6 Fees and Commissions: Seller shall pay for any broker's or other commissions or fees incurred by the Seller in connection with the sale of the Easement and Seller shall indemnify and hold Buyer harmless from all such claims for commission and/or fees.

5.7 Indemnification: Seller agrees to indemnify, defend, and hold harmless Buyer, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained herein. Such duty of indemnification shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability and common law.

5.8 Termination: If Buyer determines in its sole and absolute discretion that any representation, warranty or covenant contained herein has been breached prior to Closing, Buyer may elect to terminate this Agreement by sending written notice thereof to Seller pursuant to Paragraph 7.

6. CLOSING:

6.1 Time for Closing: The Phase I sale will be closed in the office of the Closing Agent by April 30, 2021 or as soon thereafter as practicable. The Phase II sale will be closed in the office of the Closing Agent after all of the Phase II contingencies set forth in Paragraph 3 herein have been removed and by December 15, 2021 or as soon thereafter as practicable.

Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents and moneys necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" and "date of closing" means the date on which all appropriate documents are recorded and proceeds of the sale are available for disbursement to Seller. The Closing Agent shall be:

Chicago Title Company of Washington
10500 NE 8th Street, Suite 600
Bellevue, WA 98004

6.2 Prorations: Closing Costs: Seller will pay real estate excise taxes (if any are due) for the Phase I and Phase II closings and pay current the real property taxes at the Phase I closing date and pay current the real property taxes at the Phase II closing date. Buyer will pay the premium for its owner's title insurance policies, the cost of recording the Phase I and Phase II Easement from the Seller, and the Closing Agents escrow fees.

6.3 **Possession:** Buyer shall be entitled to possession of Phase I and Phase II Easement upon Buyers' deposit of funds into escrow in an amount equal to the purchase price plus any escrow fees, title insurance premiums or other fee, charge or proration which it is required to pay under the terms of this Agreement.

7. **NOTICES:** Any notices required herein shall be given to the parties at the addresses listed below:

TO SELLER:
Seattle Public Schools
P.O. Box 34165
M/S 23-365
Seattle, WA 98124

TO BUYER:
King County Water and Land Resources Division
Open Space Acquisitions
201 South Jackson Street, Suite 600
Seattle, WA 98104

8. **DEFAULT AND ATTORNEYS' FEES:**

8.1 **DEFAULT BY BUYER:** In the event Closing does not occur due to default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement.

8.2 **DEFAULT BY SELLER:** In the event Closing does not occur due to default of Seller, Buyer shall have the right to bring an action for specific performance, damages and any other remedies available at law or in equity. In seeking any equitable remedies, Seller shall not be required to prove or establish that Seller does not have an adequate remedy at law. Buyer hereby waives the requirement of any such proof and acknowledges that Seller would not have an adequate remedy at law for Buyer's breach of this Agreement.

8.3 **ATTORNEY'S FEES:** In an action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

9. **GENERAL:** This Agreement, including its attachments, is the entire agreement of the Buyer and Seller with respect to the Easement and supersedes all prior or contemporaneous agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, Buyer and Seller and their heirs, personal representatives, successors and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Time is of the essence in this Agreement.

10. **WASTE; ALTERATION OF PROPERTY:** Seller shall not commit waste on the Easement property, nor shall Seller remove trees or other vegetation, coal, minerals or other

valuable materials nor shall Seller substantially alter the surface or subsurface of the Easement property without the express written consent of Buyer.

11. **SURVIVAL OF WARRANTIES:** The terms, covenants, representations and warranties shall not merge in the Easement conveyance, but shall survive closing.

Signed in duplicate original.

BUYER: King County, a political subdivision
of the State of Washington.

BY: _____
Christie True, Director
Department of Natural Resources and Parks

Date: _____

SELLER: Seattle School District No. 1

BY: _____
Title: _____

Date: _____

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Permitted Exception/Title Report

Attachment A: Easement (Phase I)

Attachment B: Easement (Phase II)

STATE OF WASHINGTON, }
COUNTY OF KING) } SS.

I hereby certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the _____ of Seattle School District No. 1 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Printed signature

Notary Public in and for the State of Washington,

residing at _____

My appointment expires _____

EXHIBIT A

LEGAL DESCRIPTION

(Phase I)

The North 49 acres of the following described property:

Government Lot 3 of Section 7, Township 24 North, Range 7 East, Willamette Meridian, records of King County, Washington;
Together with the Northeast Quarter of the Southwest Quarter of Section 7, Township 24 North, Range 7 East, Willamette Meridian, in King County, Washington;

(Phase II)

Government Lot 3 of Section 7, Township 24 North, Range 7 East, Willamette Meridian, records of King County, Washington;
Together with the Northeast Quarter of the Southwest Quarter of Section 7, Township 24 North, Range 7 East, Willamette Meridian, in King County, Washington;
Excepting therefrom the North 49 acres thereof.

Also together with the following described property:

Government Lot 4 of Section 7, Township 24 North, Range 7 East, Willamette Meridian, records of King County, Washington;
Together with the Southeast Quarter of the Southwest Quarter of Section 7, Township 24 North, Range 7 East, Willamette Meridian, in King County, Washington;
Except Issaquah-Fall City Road.
Also excepting therefrom the Southeast 10 acres of the remainder thereof.

EXHIBIT B

PERMITTED EXCEPTIONS/TITLE REPORT

(Phase I)

Those special exceptions listed on Chicago Title Company of Washington Title Report #190316-SC dated February 7, 2019, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 1, 3, 4, 5, 6, 7, 8, 9, 10, 11 (Paid Current) and 12 (Paid Current), Schedule B-II.

(Phase II)

Those special exceptions listed on Chicago Title Company of Washington Title Report #190316-SC dated February 7, 2019, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 (Paid Current) and 12 (Paid Current), Schedule B-II.

ATTACHMENT A

When Recorded Mail To:

King County
Department of Natural Resources & Parks
Water and Land Resources Division
201 S. Jackson St., Suite 600
Seattle, WA 98104-3855

DEED OF CONSERVATION EASEMENT

Grantor: SEATTLE SCHOOL DISTRICT NO. 1, a municipal corporation
Grantee: King County, a political subdivision of the State of Washington.
Legal Description (abbreviated): Lot 3 of Section 7, Township 24 North, Range 7 East, Willamette Meridian
Additional legals on Pages 15 & 16
Assessor's Tax Parcel ID#: 072407-9009

This Deed of Conservation Easement is granted on this _____ day of _____, 2021, by SEATTLE SCHOOL DISTRICT NO. 1, a municipal corporation ("Grantor"), to King County, a political subdivision of the State of Washington, ("Grantee").

WHEREAS, Grantor and Grantee make the following recitals:

A. Grantor is the sole owner in fee simple of the real property ("Protected Property") legally described in Exhibit A-1, attached to and made a part of this Deed, which consists of approximately 98.58 acres of land located in King County, Washington. Said Conservation Easement encumbers 49 acres of land as described in Exhibit A-2. A map of the property is attached to, and made part of this Deed, as Exhibit B.

B. The Protected Property possesses natural, open space, ecological, scenic, recreational and educational values that are of great importance to Grantor, Grantee, the people of King County and the people of the State of Washington. These values are referred to herein as the "Conservation Values" of the Protected Property.

C. The specific Conservation Values of the Protected Property are further documented in an inventory of the relevant features, current use and state of improvement of the Protected Property, dated **TO BE COMPLETED PRIOR TO CLOSING**, attached hereto as Exhibit C, and incorporated herein by this reference ("Present Conditions Report"). The Present Conditions Report was prepared by Grantee with the cooperation of Grantor. Grantor and Grantee acknowledge and agree that to the best of their knowledge the Present Conditions Report includes a complete and accurate description of the Protected Property. Grantor and Grantee have been provided copies of the Present Conditions Report. The Present Conditions Report is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement. Should Grantee or its assigns perform any restoration project on the

Protected Property as authorized by section 3(d) and section 7, Grantee may update the Present Conditions Report by attaching a description of the restoration project, including a map detailing the project, as an attachment.

D. The Grantor is conveying the property interest conveyed by this Deed for the purpose of ensuring that, under the Grantee's perpetual monitoring, the Conservation Values of the Protected Property will be conserved and maintained in perpetuity, and that uses of the Protected Property that are inconsistent with these Conservation Values will be prevented or corrected. The parties agree, however, that the current use of, and improvements to, the Protected Property are consistent with the conservation purposes of this Deed.

E. The Conservation Values protected by this Deed are recognized by, and the grant of this Deed will serve, the following clearly delineated governmental conservation policies:

1. The King County Comprehensive Plan and the King County Open Space System plan recognize the importance of protecting open space to conserve King County's natural resources and environmental quality for the enjoyment and benefit of all.

2. R.C.W. 84.34.010, in which the Washington State Legislature has declared "that it is in the best interests of the state to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the state and its citizens."

3. RCW 64.04.130 and RCW 84.34.210 grant counties the authority to acquire Easements to preserve, conserve and maintain open space, agricultural and timber lands, and RCW 36.70A.090 provides that counties should provide for innovative land use management techniques such as transfer of development rights programs.

F. The Grantee is a "qualified conservation organization," as defined by the Internal Revenue Code, and accepts the responsibility of enforcing the terms of this Deed and upholding its conservation purposes forever.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, Grantor and Grantee agree as follows:

1. *Grant of Easement*

Grantor voluntarily conveys and warrants to Grantee, its successors and assigns, and Grantee accepts, as permitted by R.C.W. 64.04.130 and R.C.W. ch. 84.34, a conservation easement (the "Easement") in perpetuity over the Protected Property on the terms and conditions set forth herein exclusively for the purpose of conserving the Conservation Values of the Protected Property.

2. Purpose

It is the purpose of this Easement to ensure that the Protected Property will be retained forever in a natural, open space and scenic condition and to prevent any use of the Protected Property that will impair or interfere with the Conservation Values of the Protected Property. Grantors and Grantee intend that this Easement will confine the use of the Protected Property to such activities as are consistent with the purpose of this easement.

3. Rights of Grantee

To accomplish the purpose of this Easement the following rights are conveyed to Grantee, its successors and assigns, by this Easement:

- (a) To preserve and protect the Conservation Values of the Protected Property.
- (b) To enter upon the Protected Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with Section 9; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's quiet use and enjoyment of the Protected Property;
- (c) To allow persons or groups, including Grantee, to enter upon the Protected Property for scientific and educational purposes at mutually agreeable dates and times and upon not less than 10 days prior notice to grantor; and
- (d) To conduct, with reasonable prior notice to Grantor, survey, site preparation, removal of invasive non-native riparian vegetation, streambank stabilization, installation of large woody debris and other activities associated with habitat restoration. Nothing herein shall be deemed to imply any obligation to perform such restoration activities.
- (e) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 9.
- (f) To install informational signs for educational purposes, to give notice of the existence of recreational trails, if any, on the property, to inform the public of the sources of funding used to acquire this easement or to establish rules for use of the property.
- (g) The right to construct, maintain, restore and monitor a trail, establish a trail head as well as any associated parking area or trail facilities deemed necessary by the Grantee and the right to make all necessary slopes for cuts and fills upon the said trail, on each side of the said trail which is now, or may be constructed hereafter upon said property, in conformity with standard plans and specifications for said trail. The location of the trail, associated parking area and any trail facilities are subject to the review and approval of the Grantor which shall not be unreasonably withheld. The trail shall be for public non-motorized pedestrian, equestrian and bicycle trail purposes. It is mutually agreed and understood that Grantor assumes no responsibility for the cost of maintenance or repair of the trail. Furthermore, Grantee agrees to install "No Trespassing" or

equivalent signs to inform the public or other users that the portion outside of the trail corridor of Protected Property is private property.

4. *Prohibited Uses*

Any activity on or use of the Protected Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as permitted in Sections 3 and 5:

Development Rights. The use of development rights now or hereafter associated with the Protected Property, except those specifically reserved under this Easement. The parties agree that such rights are removed from the Protected Property and may not be used on or transferred to any other portion of the Protected Property as it now or hereafter may be bounded or described or used on or transferred to any other property.

(a) *Subdivision.* The legal or *de facto* division, subdivision, or partitioning of the Protected Property for any purpose, which shall include, but not be limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Protected Property is divided into lots.

(b) *Construction and Improvements.* The placement or construction, of any buildings, structures, or other improvements of any kind, including, without limitation, fences, utilities, septic systems, communication lines, communication towers, storage tanks and pipelines. Impermanent structures including mobile homes, campers, other live-in vehicles, boats on trailers, horse trailers or other trailers are prohibited on the Protected Property.

(c) *Paving and Road and Trail Construction.* The paving or covering of any portion of the Protected Property with concrete, asphalt, gravel, crushed rock, wood shavings or any other paving or surfacing material or the construction of a road or trail, except that soft-surface trails may be constructed and maintained for passive recreation as permitted by paragraph 5(b) of this Agreement. Use of concrete or asphalt for passive recreation trails is expressly prohibited.

(d) *Commercial Development.* Any commercial or industrial use or activity on the Protected Property, including but not limited to commercial recreational activities involving active recreation.

(e) *Surface Alteration.* Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod.

(f) *Soil Degradation and Water Pollution.* Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant depletion or pollution of and surface or subsurface waters.

(g) *Wetlands*. Any activity on the Protected Property that changes, disturbs, alters or impairs the plant and animal habitat, ecological value or scenic qualities of a wetland or wetland buffer. These prohibited activities include without limitation artificially draining water into or out of a wetland; grading, filling or compacting wetland soils; conducting domestic animal grazing or agricultural activities of any kind; hunting or trapping; and application of biocides except when determined by the Grantee to be necessary for the eradication of invasive non-native plant species and such application is by the narrowest spectrum, least persistent material appropriate for the target species.

(h) *Ponds, Watercourses and Wells*. The alteration or manipulation of the ponds, water courses, and wells located on the Protected Property, or the creation of new water impoundments, water courses or wells, for any purpose.

(i) *Alteration Surface Water, Subsurface Water or Channeling Water*. Any alteration of the surface water channels on the Protected Property including the removal of fallen trees, gravel or rocks from a water channel or the damming of the water channel, including the lining of the water channel with rocks, wood, trees, sand bags, or other materials.

(j) *Introduced Vegetation*. The planting or introduction of nonnative species of plants.

(k) *Removal of Trees*. The pruning, cutting down, or other destruction or removal of trees located on the Protected Property, except as approved by King County, and/or as necessary to control or prevent hazard, disease or fire or to improve forest health.

(l) *Waste Disposal*. The disposal, storage, or release of hazardous substances, rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste or material on the Protected Property. The term “release” shall mean any release, generation, treatment disposal, storage, dumping, burying, abandonment, or migration from off-site. The term “hazardous substances” as used in this Easement shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, harmful or are designed as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product.

(m) *Active Recreation*. Conducting or allowing activities, such as golf courses, ball fields, motocross, equestrian, campgrounds or any other activity involving the public or private clubs or associations engaging in organized active recreation.

(n) *Signs*. The placement of commercial signs, billboards, or other commercial advertising material on the Protected Property, except in connection with the sale or lease of the Protected Property.

(o) *Mineral Development.* The exploration for, or development and extraction of, any minerals or hydrocarbons.

(p) *Vehicles.* The operation of motorcycles, dune buggies, all-terrain vehicles, snow mobiles, or other types of off-road motorized vehicles or the operation of other sources of excessive noise pollution or which may cause resource degradation.

5. *Reserved Rights*

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, any use of, or activity on, the Protected Property that is not inconsistent with the purpose of the Easement and that is not prohibited herein. Without limiting the generality of the foregoing, Grantor specifically reserves the following uses and activities:

(a) *Emergencies.* The right to undertake other activities necessary to protect public health, property improvements, or human safety, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity.

(b) *Recreational Use.* The right to allow passive recreational use and activities, provided that such passive recreational use does not interfere with the Conservation Values of the Protected Property, that such passive recreational use does not include any of the prohibited uses set forth in Section 4 of this Easement, and that such passive recreational use is otherwise consistent with the purpose and terms of this Easement.

6. *Responsibilities of Grantor Not Affected, Grantee Trail Responsibility.*

Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Grantor as owner of the Protected Property. This shall apply to:

(a) *Taxes.* The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property. Upon five days written notice to the Grantor, the Grantee shall have the right, but not the obligation, to pay any taxes or assessments levied against the Protected Property in accordance with any bill, statement or estimate procured from the appropriate authority. If the Grantee ever pays any taxes or assessments levied against the Protected Property, the Grantor shall reimburse the Grantee for the same, with interest until reimbursed at the lesser of ten percent or the maximum rate allowed by law. The Grantor shall reimburse the Grantee for these sums plus any reasonable attorney's fees and court costs incurred to collect such sums.

(b) *Upkeep and Maintenance, Costs, Legal Requirements, and Liabilities.*

Grantor shall keep the Protected Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantee shall be solely responsible for constructing and maintaining any trails on the Protected Property. Grantee hereby agrees to release, hold harmless, indemnify, and defend the Grantor, its officers, employees and agents from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorney's and consultant's fees, arising from or in any way connected with any trail installed by Grantee or any use or users of such trail.

(c) *Remediation.* If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Property of any hazardous substances, Grantors agree to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused solely by Grantee, in which case Grantee shall be responsible for such remediation. Should Grantor become aware of the release of any hazardous substances, Grantor shall make best efforts to inform Grantee of such release as soon as possible.

(d) *Control.* Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or the Model Toxics Control Act, as amended ("MTCA").

(e) *Liability and Indemnification.* Except as otherwise provided herein, each party hereby agrees to release, hold harmless, indemnify, and defend the other, its officers, employees and agents from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorney's and consultant's fees, arising from or in any way connected with the negligent acts or omissions of the other party, its officers, employees or agents;

7. *Grantee's Right to Restore the Protected Property*

In the event that any of the Conservation Values of the Protected Property are impaired, the Grantee shall have the right, but not the obligation, to restore all or portions of the Protected Property.

8. *Access*

Access by the general public is conveyed by this Easement.

9. *Enforcement*

Grantee shall have the right to prevent and correct violations of the terms of this Easement as set forth below.

(a) *Notice of Failure.* If Grantee determines that the Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

(b) *Grantor's Failure to Respond.* Grantee may bring an action as provided for in Section 9(c) below if Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee; fails to begin curing such violation within the thirty (30) day period under circumstances where the violation cannot reasonably be cured within the thirty (30) day period; or fails to continue diligently to cure such violation until finally cured.

(c) *Grantee's Action.* Grantee may bring action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary and as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any of the Conservation Values protected by this Easement, including damages for the loss of the Conservation Values; and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole and absolute discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. All such actions for injunctive relief may be taken without Grantee being required to post bond or provide other security.

(d) *Immediate Action Required.* If Grantee, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section 9 without prior notice to Grantor or without waiting for the period provided for cure to expire.

(e) *Nature of Remedy.* Grantee's rights under this Section 9 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section 9 both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) *Costs of Enforcement.* All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorney's fees and reasonable consultant's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantors; provided, however, that if Grantors ultimately prevail in a judicial enforcement action each party shall bear its own costs.

(g) *Grantee's Discretion.* Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

(h) *Acts Beyond Grantor's Control.* Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, and from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

10. *Alternate Dispute Resolution*

If a dispute arises between the Parties concerning the consistency of any proposed use or activity with this Easement, the Parties shall attempt to resolve the dispute through informal discussion. The Parties may also agree to refer the dispute to mediation. Upon such agreement, the Parties shall select a single mediator to hear the matter. Each party shall bear its own costs, including attorney's fees, if mediation is pursued under this Section 10. The Parties shall share equally the fees and expenses of the mediator.

11. *Notice and Approval*

(a) *Notice.* Whenever notice is required under this Easement, the party required to give notice ("Notifying Party") shall give reasonable notice prior to the date the Notifying Party intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the other party to make an informed judgment as to its consistency with the purpose and terms of this Easement.

(b) *Evaluation of Proposed Activities.* The purpose of requiring the Notifying Party to notify the other party prior to undertaking certain permitted uses and activities is to afford the other party an opportunity to ensure that the use or activity in question is

designed and carried out in a manner consistent with the purpose and terms of this Easement.

12. Notice of Transfer of Protected Property by Grantor and Successor and Assigns

Anytime the Protected Property itself, or any interest in it is transferred by the Grantor to a third party, the Grantor, its successors and assigns, shall notify the Grantee in writing, and the document of conveyance shall expressly refer to this Deed of Conservation Easement.

13. Termination of Easement

(a) *Frustration of Purpose.* If a court of competent jurisdiction determines that conditions on or surrounding the Protected Property change so much that it becomes impossible to fulfill any of the conservation purposes of the Easement, the court may, at the joint request of both the Grantor and Grantee, terminate in whole or in part the Easement created by this Deed.

(b) *Economic Value.* The fact that any use of the protected Property that is expressly prohibited by this Easement, or any other use as determined to be inconsistent with the purpose of this Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted thereunder, has been considered by the Grantor in granting this Easement. It is the intent of both Grantor and Grantee that any such changes shall not be assumed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this section.

(c) *Proceeds.* If the Easement is terminated and the Protected Property is sold or taken for public use, the Grantee shall be entitled to a percentage of the gross sale proceed of condemnation award equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Property, as these values are determined on the date of termination. The Grantee shall use the proceeds consistently with the conservation purposes of this Easement.

14. Modification

This Deed may be modified by agreement of the parties, provided that any such amendment shall be consistent with the purpose of the Easement and shall not effect its perpetual duration. All modifications shall be in writing, signed by both parties and recorded in the real property records of King County.

15. Interpretation

This Deed shall be interpreted under the laws of Washington, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

16. Perpetual Duration

This Easement created by this Deed shall be a binding servitude running with the land in perpetuity, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Protected Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Protected Property now or hereafter held by Grantee. Every provision of this Deed that applies to the Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

17. Inaction

Inaction or inactivity on the part of Grantee with respect to the Easement shall not constitute abandonment of the Easement.

18. Notices

Any notices required by this Deed shall be in writing and shall be personally delivered or sent by first class mail to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address.

To Grantor: Seattle Public Schools
 P.O. Box 34165
 M/S 23-365
 Seattle, WA 98124

To Grantee: King County Department of Natural Resources & Parks
 Water and Land Resources Division
 201 South Jackson Street, Suite 600
 Seattle, WA 98104

19. Grantor's Title Warranty

The Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in Exhibit D attached to and made a part of this Deed, and hereby promise to defend the same against all claims that may be made against it.

20. *Severability*

If any provision of this Deed is found to be invalid, illegal or unenforceable, that finding shall not affect the validity, legality or enforceability of the remaining provisions.

21. *Acceptance*

The Grantee hereby accepts this Grant of Deed of Conservation Easement.

22. *Entire Agreement*

This instrument sets forth the entire agreement of the parties with respect to the terms of this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the terms of this Easement, all of which merge herein.

23. *Waiver of Defenses*

Grantor hereby waives any defense of laches, estoppel or prescription and acknowledges and agrees that the ten-year statute of limitations provided in RCW 4.16.020 does not apply to this Easement, and Grantor waives any rights of Grantor pursuant to such statute.

In Witness Whereof, the Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

Grantor:

BY: _____
Name
Title

Grantee King County, a political subdivision of the State of Washington:

BY: _____
Christie True, Director
Department of Natural Resources & Parks

STATE OF WASHINGTON }
COUNTY OF KING } SS

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as her free and voluntary act and deed 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, residing

At _____
City and State

My appointment expires _____

STATE OF WASHINGTON }
COUNTY OF KING } SS

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed 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, residing

At _____
City and State

My appointment expires _____

EXHIBIT A-1

WHOLE PROPERTY
LEGAL DESCRIPTION

Government Lot 3 of Section 7, Township 24 North, Range 7 East, Willamette Meridian,
records of King County, Washington;
Together with the Northeast Quarter of the Southwest Quarter of Section 7, Township 24
North, Range 7 East, Willamette Meridian, in King County, Washington;

EXHIBIT A-2

PROTECTED PROPERTY
LEGAL DESCRIPTION

The North 49 acres of the following described property:

Government Lot 3 of Section 7, Township 24 North, Range 7 East, Willamette Meridian,
records of King County, Washington;

Together with the Northeast Quarter of the Southwest Quarter of Section 7, Township 24
North, Range 7 East, Willamette Meridian, in King County, Washington;

EXHIBIT B

PROPERTY MAP

MAP TO BE UPDATED TO RECORDABLE VERSION PRIOR TO CLOSING

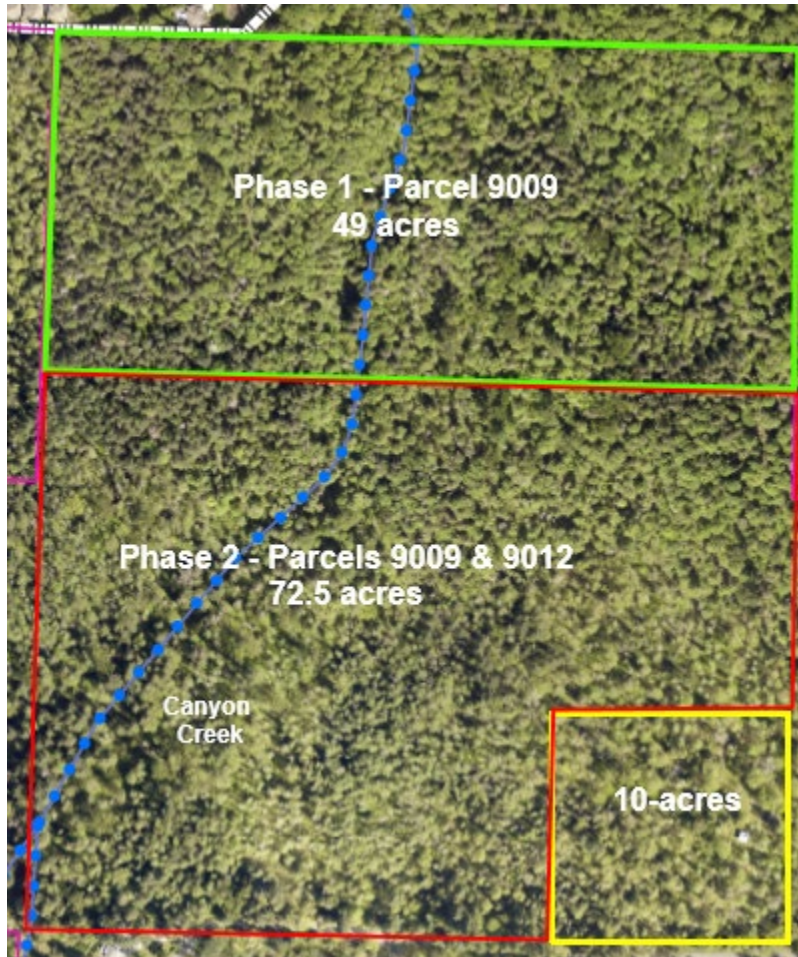


EXHIBIT C

PRESENT CONDITIONS REPORT

TO BE COMPLETED AND MUTUALLY AGREED UPON BY THE PARTIES PRIOR
TO CLOSING

EXHIBIT D

PERMITTED EXCEPTIONS/TITLE REPORT

Those special exceptions listed on Chicago Title Company of Washington Title Report #190316-SC dated February 7, 2019, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 1, 3, 4, 5, 6, 7, 8, 9, 10, 11 (Paid Current) and 12 (Paid Current), Schedule B-II.

ATTACHMENT B

When Recorded Mail To:

King County
Department of Natural Resources & Parks
Water and Land Resources Division
201 S. Jackson St., Suite 600
Seattle, WA 98104-3855

DEED OF CONSERVATION EASEMENT

Grantor: SEATTLE SCHOOL DISTRICT NO. 1, a municipal corporation
Grantee: King County, a political subdivision of the State of Washington
Legal Description (abbreviated): Lots 3 & 4 of Section 7, Township 24 North, Range 7 East, Willamette Meridian
Additional legals on Pages 15 & 16
Assessor's Tax Parcel ID#: 072407-9009 and 072407-9012

This Deed of Conservation Easement is granted on this _____ day of December 2021, by SEATTLE SCHOOL DISTRICT NO. 1, a municipal corporation ("Grantor"), to King County, a political subdivision of the State of Washington, ("Grantee").

WHEREAS, Grantor and Grantee make the following recitals:

A. Grantor is the sole owner in fee simple of the real property ("Protected Property") legally described in Exhibit A-1, attached to and made a part of this Deed, which consists of approximately 131.52 acres of land located in King County, Washington. Said Conservation Easement encumbers 72.52 acres of land as described in Exhibit A-2. A map of the property is attached to, and made part of this Deed, as Exhibit B.

B. The Protected Property possesses natural, open space, ecological, scenic, recreational and educational values that are of great importance to Grantor, Grantee, the people of King County and the people of the State of Washington. These values are referred to herein as the "Conservation Values" of the Protected Property.

C. The specific Conservation Values of the Protected Property are further documented in an inventory of the relevant features, current use and state of improvement of the Protected Property, dated **TO BE COMPLETED PRIOR TO CLOSING**, attached hereto as Exhibit C, and incorporated herein by this reference ("Present Conditions Report"). The Present Conditions Report was prepared by Grantee with the cooperation of Grantor. Grantor and Grantee acknowledge and agree that to the best of their knowledge the Present Conditions Report includes a complete and accurate description of the Protected Property. Grantor and Grantee have been provided copies of the Present Conditions Report. The Present Conditions Report is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement. Should Grantee or its assigns perform any restoration project on the

Protected Property as authorized by section 3(d) and section 7, Grantee may update the Present Conditions Report by attaching a description of the restoration project, including a map detailing the project, as an attachment.

D. The Grantor is conveying the property interest conveyed by this Deed for the purpose of ensuring that, under the Grantee's perpetual monitoring, the Conservation Values of the Protected Property will be conserved and maintained in perpetuity, and that uses of the Protected Property that are inconsistent with these Conservation Values will be prevented or corrected. The parties agree, however, that the current use of, and improvements to, the Protected Property are consistent with the conservation purposes of this Deed.

E. The Conservation Values protected by this Deed are recognized by, and the grant of this Deed will serve, the following clearly delineated governmental conservation policies:

1. The King County Comprehensive Plan and the King County Open Space System plan recognize the importance of protecting open space to conserve King County's natural resources and environmental quality for the enjoyment and benefit of all.

2. R.C.W. 84.34.010, in which the Washington State Legislature has declared "that it is in the best interests of the state to maintain, preserve, conserve and otherwise continue in existence adequate open space lands for the production of food, fiber and forest crops, and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the state and its citizens."

3. RCW 64.04.130 and RCW 84.34.210 grant counties the authority to acquire Easements to preserve, conserve and maintain open space, agricultural and timber lands, and RCW 36.70A.090 provides that counties should provide for innovative land use management techniques such as transfer of development rights programs.

F. The Grantee is a "qualified conservation organization," as defined by the Internal Revenue Code, and accepts the responsibility of enforcing the terms of this Deed and upholding its conservation purposes forever.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, Grantor and Grantee agree as follows:

1. *Grant of Easement*

Grantor voluntarily conveys and warrants to Grantee, its successors and assigns, and Grantee accepts, as permitted by R.C.W. 64.04.130 and R.C.W. ch. 84.34, a conservation easement (the "Easement") in perpetuity over the Protected Property on the terms and conditions set forth herein exclusively for the purpose of conserving the Conservation Values of the Protected Property.

2. Purpose

It is the purpose of this Easement to ensure that the Protected Property will be retained forever in a natural, open space and scenic condition and to prevent any use of the Protected Property that will impair or interfere with the Conservation Values of the Protected Property. Grantors and Grantee intend that this Easement will confine the use of the Protected Property to such activities as are consistent with the purpose of this easement.

3. Rights of Grantee

To accomplish the purpose of this Easement the following rights are conveyed to Grantee, its successors and assigns, by this Easement:

- (a) To preserve and protect the Conservation Values of the Protected Property.
- (b) To enter upon the Protected Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with Section 9; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's quiet use and enjoyment of the Protected Property;
- (c) To allow persons or groups, including Grantee, to enter upon the Protected Property for scientific and educational purposes at mutually agreeable dates and times and upon not less than 10 days prior notice to grantor; and
- (d) To conduct, with reasonable prior notice to Grantor, survey, site preparation, removal of invasive non-native riparian vegetation, streambank stabilization, installation of large woody debris and other activities associated with habitat restoration. Nothing herein shall be deemed to imply any obligation to perform such restoration activities.
- (e) To prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 9.
- (f) To install informational signs for educational purposes, to give notice of the existence of recreational trails, if any, on the property, to inform the public of the sources of funding used to acquire this easement or to establish rules for use of the property.
- (g) The right to construct, maintain, restore and monitor a trail, establish a trail head as well as any associated parking area or trail facilities deemed necessary by the Grantee and the right to make all necessary slopes for cuts and fills upon the said trail, on each side of the said trail which is now, or may be constructed hereafter upon said property, in conformity with standard plans and specifications for said trail. The location of the trail, associated parking area and any trail facilities are subject to the review and approval of the Grantor which shall not be unreasonably withheld. The trail shall be for public non-motorized pedestrian, equestrian and bicycle trail purposes. It is mutually agreed and understood that Grantor assumes no responsibility for the cost of maintenance or repair of the trail. Furthermore, Grantee agrees to install "No Trespassing" or

equivalent signs to inform the public or other users that the portion outside of the trail corridor of Protected Property is private property.

4. *Prohibited Uses*

Any activity on or use of the Protected Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as permitted in Sections 3 and 5:

Development Rights. The use of development rights now or hereafter associated with the Protected Property, except those specifically reserved under this Easement. The parties agree that such rights are removed from the Protected Property and may not be used on or transferred to any other portion of the Protected Property as it now or hereafter may be bounded or described or used on or transferred to any other property.

(a) *Subdivision.* The legal or *de facto* division, subdivision, or partitioning of the Protected Property for any purpose, which shall include, but not be limited to, any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Protected Property is divided into lots.

(b) *Construction and Improvements.* The placement or construction, of any buildings, structures, or other improvements of any kind, including, without limitation, fences, utilities, septic systems, communication lines, communication towers, storage tanks and pipelines. Impermanent structures including mobile homes, campers, other live-in vehicles, boats on trailers, horse trailers or other trailers are prohibited on the Protected Property.

(c) *Paving and Road and Trail Construction.* The paving or covering of any portion of the Protected Property with concrete, asphalt, gravel, crushed rock, wood shavings or any other paving or surfacing material or the construction of a road or trail, except that soft-surface trails may be constructed and maintained for passive recreation as permitted by paragraph 5(b) of this Agreement. Use of concrete or asphalt for passive recreation trails is expressly prohibited.

(d) *Commercial Development.* Any commercial or industrial use or activity on the Protected Property, including but not limited to commercial recreational activities involving active recreation.

(e) *Surface Alteration.* Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod.

(f) *Soil Degradation and Water Pollution.* Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant depletion or pollution of and surface or subsurface waters.

(g) *Wetlands*. Any activity on the Protected Property that changes, disturbs, alters or impairs the plant and animal habitat, ecological value or scenic qualities of a wetland or wetland buffer. These prohibited activities include without limitation artificially draining water into or out of a wetland; grading, filling or compacting wetland soils; conducting domestic animal grazing or agricultural activities of any kind; hunting or trapping; and application of biocides except when determined by the Grantee to be necessary for the eradication of invasive non-native plant species and such application is by the narrowest spectrum, least persistent material appropriate for the target species.

(h) *Ponds, Watercourses and Wells*. The alteration or manipulation of the ponds, water courses, and wells located on the Protected Property, or the creation of new water impoundments, water courses or wells, for any purpose.

(i) *Alteration Surface Water, Subsurface Water or Channeling Water*. Any alteration of the surface water channels on the Protected Property including the removal of fallen trees, gravel or rocks from a water channel or the damming of the water channel, including the lining of the water channel with rocks, wood, trees, sand bags, or other materials.

(j) *Introduced Vegetation*. The planting or introduction of nonnative species of plants.

(k) *Removal of Trees*. The pruning, cutting down, or other destruction or removal of trees located on the Protected Property, except as approved by King County, and/or as necessary to control or prevent hazard, disease or fire or to improve forest health.

(l) *Waste Disposal*. The disposal, storage, or release of hazardous substances, rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste or material on the Protected Property. The term “release” shall mean any release, generation, treatment disposal, storage, dumping, burying, abandonment, or migration from off-site. The term “hazardous substances” as used in this Easement shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, harmful or are designed as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product.

(m) *Active Recreation*. Conducting or allowing activities, such as golf courses, ball fields, motocross, equestrian, campgrounds or any other activity involving the public or private clubs or associations engaging in organized active recreation.

(n) *Signs*. The placement of commercial signs, billboards, or other commercial advertising material on the Protected Property, except in connection with the sale or lease of the Protected Property.

(o) *Mineral Development.* The exploration for, or development and extraction of, any minerals or hydrocarbons.

(p) *Vehicles.* The operation of motorcycles, dune buggies, all-terrain vehicles, snow mobiles, or other types of off-road motorized vehicles or the operation of other sources of excessive noise pollution or which may cause resource degradation.

5. *Reserved Rights*

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, any use of, or activity on, the Protected Property that is not inconsistent with the purpose of the Easement and that is not prohibited herein. Without limiting the generality of the foregoing, Grantor specifically reserves the following uses and activities:

(a) *Emergencies.* The right to undertake other activities necessary to protect public health, property improvements, or human safety, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity.

(b) *Recreational Use.* The right to allow passive recreational use and activities, provided that such passive recreational use does not interfere with the Conservation Values of the Protected Property, that such passive recreational use does not include any of the prohibited uses set forth in Section 4 of this Easement, and that such passive recreational use is otherwise consistent with the purpose and terms of this Easement.

6. *Responsibilities of Grantor Not Affected, Grantee Trail Responsibility.*

Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Grantor as owner of the Protected Property. This shall apply to:

(a) *Taxes.* The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property. Upon five days written notice to the Grantor, the Grantee shall have the right, but not the obligation, to pay any taxes or assessments levied against the Protected Property in accordance with any bill, statement or estimate procured from the appropriate authority. If the Grantee ever pays any taxes or assessments levied against the Protected Property, the Grantor shall reimburse the Grantee for the same, with interest until reimbursed at the lesser of ten percent or the maximum rate allowed by law. The Grantor shall reimburse the Grantee for these sums plus any reasonable attorney's fees and court costs incurred to collect such sums.

(b) *Upkeep and Maintenance, Costs, Legal Requirements, and Liabilities.*

Grantor shall keep the Protected Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantee shall be solely responsible for constructing and maintaining any trails on the Protected Property. Grantee hereby agrees to release, hold harmless, indemnify, and defend the Grantor, its officers, employees and agents from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorney's and consultant's fees, arising from or in any way connected with any trail installed by Grantee or any use or users of such trail.

(c) *Remediation.* If, at any time, there occurs, or has occurred, a release in, on, or about the Protected Property of any hazardous substances, Grantors agree to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused solely by Grantee, in which case Grantee shall be responsible for such remediation. Should Grantor become aware of the release of any hazardous substances, Grantor shall make best efforts to inform Grantee of such release as soon as possible.

(d) *Control.* Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or the Model Toxics Control Act, as amended ("MTCA").

(e) *Liability and Indemnification.* Except as otherwise provided herein, each party hereby agrees to release, hold harmless, indemnify, and defend the other, its officers, employees and agents from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including, without limitation, reasonable attorney's and consultant's fees, arising from or in any way connected with the negligent acts or omissions of the other party, its officers, employees or agents;

7. *Grantee's Right to Restore the Protected Property*

In the event that any of the Conservation Values of the Protected Property are impaired, the Grantee shall have the right, but not the obligation, to restore all or portions of the Protected Property.

8. *Access*

Access by the general public is conveyed by this Easement.

9. *Enforcement*

Grantee shall have the right to prevent and correct violations of the terms of this Easement as set forth below.

(a) *Notice of Failure.* If Grantee determines that the Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Protected Property so injured to its prior condition in accordance with a plan approved by Grantee.

(b) *Grantor's Failure to Respond.* Grantee may bring an action as provided for in Section 9(c) below if Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee; fails to begin curing such violation within the thirty (30) day period under circumstances where the violation cannot reasonably be cured within the thirty (30) day period; or fails to continue diligently to cure such violation until finally cured.

(c) *Grantee's Action.* Grantee may bring action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary and as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any of the Conservation Values protected by this Easement, including damages for the loss of the Conservation Values; and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefore, Grantee, in its sole and absolute discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property. All such actions for injunctive relief may be taken without Grantee being required to post bond or provide other security.

(d) *Immediate Action Required.* If Grantee, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section 9 without prior notice to Grantor or without waiting for the period provided for cure to expire.

(e) *Nature of Remedy.* Grantee's rights under this Section 9 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section 9 both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) *Costs of Enforcement.* All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorney's fees and reasonable consultant's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantors; provided, however, that if Grantors ultimately prevail in a judicial enforcement action each party shall bear its own costs.

(g) *Grantee's Discretion.* Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

(h) *Acts Beyond Grantor's Control.* Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, and from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

10. *Alternate Dispute Resolution*

If a dispute arises between the Parties concerning the consistency of any proposed use or activity with this Easement, the Parties shall attempt to resolve the dispute through informal discussion. The Parties may also agree to refer the dispute to mediation. Upon such agreement, the Parties shall select a single mediator to hear the matter. Each party shall bear its own costs, including attorney's fees, if mediation is pursued under this Section 10. The Parties shall share equally the fees and expenses of the mediator.

11. *Notice and Approval*

(a) *Notice.* Whenever notice is required under this Easement, the party required to give notice ("Notifying Party") shall give reasonable notice prior to the date the Notifying Party intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the other party to make an informed judgment as to its consistency with the purpose and terms of this Easement.

(b) *Evaluation of Proposed Activities.* The purpose of requiring the Notifying Party to notify the other party prior to undertaking certain permitted uses and activities is to afford the other party an opportunity to ensure that the use or activity in question is

designed and carried out in a manner consistent with the purpose and terms of this Easement.

12. Notice of Transfer of Protected Property by Grantor and Successor and Assigns

Anytime the Protected Property itself, or any interest in it is transferred by the Grantor to a third party, the Grantor, its successors and assigns, shall notify the Grantee in writing, and the document of conveyance shall expressly refer to this Deed of Conservation Easement.

13. Termination of Easement

(a) *Frustration of Purpose.* If a court of competent jurisdiction determines that conditions on or surrounding the Protected Property change so much that it becomes impossible to fulfill any of the conservation purposes of the Easement, the court may, at the joint request of both the Grantor and Grantee, terminate in whole or in part the Easement created by this Deed.

(b) *Economic Value.* The fact that any use of the protected Property that is expressly prohibited by this Easement, or any other use as determined to be inconsistent with the purpose of this Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted thereunder, has been considered by the Grantor in granting this Easement. It is the intent of both Grantor and Grantee that any such changes shall not be assumed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this section.

(c) *Proceeds.* If the Easement is terminated and the Protected Property is sold or taken for public use, the Grantee shall be entitled to a percentage of the gross sale proceed of condemnation award equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Property, as these values are determined on the date of termination. The Grantee shall use the proceeds consistently with the conservation purposes of this Easement.

14. Modification

This Deed may be modified by agreement of the parties, provided that any such amendment shall be consistent with the purpose of the Easement and shall not effect its perpetual duration. All modifications shall be in writing, signed by both parties and recorded in the real property records of King County.

15. Interpretation

This Deed shall be interpreted under the laws of Washington, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

16. Perpetual Duration

This Easement created by this Deed shall be a binding servitude running with the land in perpetuity, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Protected Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Protected Property now or hereafter held by Grantee. Every provision of this Deed that applies to the Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

17. Inaction

Inaction or inactivity on the part of Grantee with respect to the Easement shall not constitute abandonment of the Easement.

18. Notices

Any notices required by this Deed shall be in writing and shall be personally delivered or sent by first class mail to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address.

To Grantor: Seattle Public Schools
 P.O. Box 34165
 M/S 23-365
 Seattle, WA 98124

To Grantee: King County Department of Natural Resources & Parks
 Water and Land Resources Division
 201 South Jackson Street, Suite 600
 Seattle, WA 98104

19. Grantor's Title Warranty

The Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in Exhibit D attached to and made a part of this Deed, and hereby promise to defend the same against all claims that may be made against it.

20. *Severability*

If any provision of this Deed is found to be invalid, illegal or unenforceable, that finding shall not affect the validity, legality or enforceability of the remaining provisions.

21. *Acceptance*

The Grantee hereby accepts this Grant of Deed of Conservation Easement.

22. *Entire Agreement*

This instrument sets forth the entire agreement of the parties with respect to the terms of this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the terms of this Easement, all of which merge herein.

23. *Waiver of Defenses*

Grantor hereby waives any defense of laches, estoppel or prescription and acknowledges and agrees that the ten-year statute of limitations provided in RCW 4.16.020 does not apply to this Easement, and Grantor waives any rights of Grantor pursuant to such statute.

In Witness Whereof, the Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

Grantor:

BY: _____
Name
Title

Grantee King County, a political subdivision of the State of Washington:

BY: _____
Christie True, Director
Department of Natural Resources & Parks

STATE OF WASHINGTON }
COUNTY OF KING } SS

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 _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as her free and voluntary act and deed 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, residing

At _____
City and State

My appointment expires _____

STATE OF WASHINGTON }
COUNTY OF KING } SS

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 _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed 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, residing

At _____
City and State

My appointment expires _____

EXHIBIT A-1

WHOLE PROPERTY
LEGAL DESCRIPTION

Government Lot 3 of Section 7, Township 24 North, Range 7 East, Willamette Meridian, records of King County, Washington;
Together with the Northeast Quarter of the Southwest Quarter of Section 7, Township 24 North, Range 7 East, Willamette Meridian, in King County, Washington;
Excepting therefrom the North 49 acres thereof.

Also together with the following described property:

Government Lot 4 of Section 7, Township 24 North, Range 7 East, Willamette Meridian, records of King County, Washington;
Together with the Southeast Quarter of the Southwest Quarter of Section 7, Township 24 North, Range 7 East, Willamette Meridian, in King County, Washington;
Except Issaquah-Fall City Road.

EXHIBIT A-2

PROTECTED PROPERTY
LEGAL DESCRIPTION

Government Lot 3 of Section 7, Township 24 North, Range 7 East, Willamette Meridian, records of King County, Washington;
Together with the Northeast Quarter of the Southwest Quarter of Section 7, Township 24 North, Range 7 East, Willamette Meridian, in King County, Washington;
Excepting therefrom the North 49 acres thereof.

Also together with the following described property:

Government Lot 4 of Section 7, Township 24 North, Range 7 East, Willamette Meridian, records of King County, Washington;
Together with the Southeast Quarter of the Southwest Quarter of Section 7, Township 24 North, Range 7 East, Willamette Meridian, in King County, Washington;
Except Issaquah-Fall City Road.
Also excepting therefrom the Southeast 10 acres of the remainder thereof.

EXHIBIT B

PROPERTY MAP

MAP TO BE UPDATED TO RECORDABLE VERSION PRIOR TO CLOSING

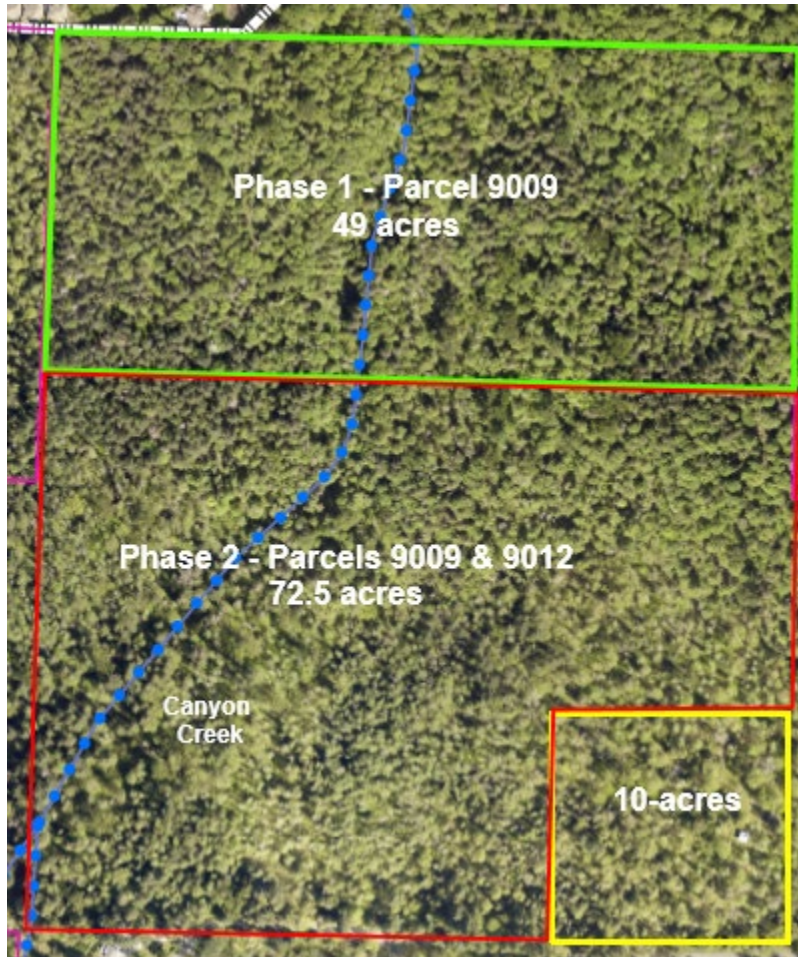


EXHIBIT C

PRESENT CONDITIONS REPORT

TO BE COMPLETED AND MUTUALLY AGREED UPON BY THE PARTIES PRIOR
TO CLOSING

EXHIBIT D

PERMITTED EXCEPTIONS/TITLE REPORT

Those special exceptions listed on Chicago Title Company of Washington Title Report #190316-SC dated February 7, 2019, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 (Paid Current) and 12 (Paid Current), Schedule B-II.

12/28/2020

**Memorandum of Understand Between Seattle Public Schools
and the Cleveland High School Alumni Association regarding
the Cleveland High School Memorial Forest**

COMES NOW Seattle Public Schools ("SPS") and the Cleveland High School Alumni Association ("CHSAA") and enter this Memorandum of Understanding ("MOU").

WHEREAS; SPS owns a mostly undeveloped property currently referred to as the Cleveland Memorial Forest ("Forest") near Issaquah, Wash.;

WHEREAS; the Forest was originally purchased with funds from CHS students and staff and conveyed to SPS to maintain as a memorial to Cleveland High School students who lost their lives in World War II;

WHEREAS; CHSAA has had a historic and active role in preserving the Forest, planting more than 10,000 trees on the site, and conducting war memorial activities and services on the site and considers the Forest hallowed ground in dedication to their fallen classmates;

WHEREAS, King County has identified the Forest as a priority open space preservation property and has offered to acquire a conservation and trail easement to a portion of the Forest;

WHEREAS; King County acquisition of a conservation and trail easement to a portion of the Forest is supported by CHSAA and provides an opportunity for SPS and CHSAA to more formally define their working relationship; and

WHEREAS, SPS and CHSAA enter this MOU to document their collaborative relationship for the use and preservation of the Forest.

NOW THEREFORE, the Parties agree as follows:

1. COLLABORATION. SPS recognizes CHSAA's strong interest in preservation and proper management of the Forest. SPS will seek to consult with CHSAA on management of the property. To this end, the Parties anticipate conducting regular consultation meetings together to engage in appropriate discussions regarding the Forest. Among other issues, the Parties may consult regarding:
 - a. Construction and Design of any proposed structures (i.e., educational structures, outbuildings, signage, meeting spaces, future memorial structures/buildings, etc.);
 - b. Planning and design of proposed recreational features (i.e., trails, parking, etc.)
 - c. Location or relocation of memorials (i.e., installed monuments, flag poles, etc.);
 - d. Ensuring future activities, programs and uses focus on enhancing the educational focus of this property and are in concert with the significance of this site as "hallowed grounds" to honor fallen classmates;
 - e. Forest management studies and planning; and
 - f. Giving CHSAA or other parties access to the property.

2. ACCESS AND EVENTS. The Parties recognize the importance of reasonable access to the Forest by CHSAA. Permission for access will be requested at least seven days in advance. The request will be made by email or phone call to the designated SPS contact person. The request will include the purpose, number of people, and approximate duration of access. The duration of access requested may be for multiple days. SPS will respond to the request within four business days. Multiple keys for access will be held for checkout at Cleveland High School. Access will at all times be subject to SPS's reasonable rules and requirements, which may be amended from time to time.
3. MEMORIAL WEEKEND CEREMONY. CHSAA traditionally conducts an annual ceremony at ~~CHSMF~~ the Forest on the Friday before Memorial Day to honor fallen war heroes. The Parties will work together toward continuing this event in the way it has traditionally been conducted, which typically includes:
 - i. One to four busloads of ~~CHS~~ students and staff
 - ii. 20 to 30 alumni
 - iii. A military honor guard of four to 10 soldiers
 - iv. The firing of a salute and playing of Taps
 - v. One to three guest speakers using a public address (PA) system
 - vi. Lunches are provided by CHSAA
 - vii. SPS typically provides folding chairs and a PA system
 - viii. Attendees park their vehicles on appropriate Forest property

Other days for using the forest can be negotiated between the Parties.

4. NEW LYCEUM. SPS will consider earmarking a small fraction of the financial resources they receive from selling the development rights to rebuild the existing lyceum. This would encompass a cost in the range of approximately \$120,000 to \$150,000. SPS approved a design for the lyceum in late 2015 and King County granted permit approval on March 23, 2016. This is an open-sided structure measuring approximately 50 feet by 25 feet for providing limited protection from the weather.
5. NEW NAME AND SIGN. CHSAA will be allowed to provide a new sign made of concrete that properly names the forest as "The Cleveland High School Memorial Forest". Such sign design and construction shall be subject to prior review and approval by SPS. The sign will state that the memorial is the property of SPS.
6. FOREST MANAGEMENT FEASIBILITY STUDY. CHSAA strongly suggests that SPS fund a feasibility study to determine if it is practical to manage the Forest by periodically performing selective harvesting and replanting. Selective harvesting could possibly make the forest financially independent of SPS resources. If this is economically profitable, it would be a way of controlling the content of the forest such that it remains as Sitka Spruce, Douglas Fir, and Western Red Cedar. The alternative is to let the forest be overrun with Alder and Cottonwood trees. Forterra, the property owner on the east side, has expressed an interest in working with SPS to contract out selective harvesting work. SPS and CHSAA will work together toward a study and management plan.

7. HONORING FALLEN HEROES FROM OTHER SCHOOLS. CHSAA is open to the creation of an educational center or memorials that includes the means for preserving the names of all SPS alumni who have died while serving in our armed forces in times of war and electronic recording of this information which will allow the public to search and locate deceased family members.
8. ASSUMPTIONS. This MOU is based on the assumption that negotiations between SPS and King County will result in the sale of a conservation and trail easement over 121.52 acres of the Forest and that the building of structures on the remaining 10 acres will be allowed provided it is in keeping with educational studies in forestry, ecology, botany, and environmental studies of the forest. If the proposed transaction with King County is made under substantively different terms or does not proceed, the Parties may seek to revisit portions of this MOU.
9. AUTHORITY. CHSAA recognizes that SPS owns the Forest and has final decision-making authority regarding all aspects of the property and its operation. Nothing in this MOU alters that authority or relieves SPS of its obligations as the owner of the property.
10. AMENDMENTS AND TERMINATION. This MOU represents the entire agreement of the Parties and may be altered only by a written amendment signed by the representatives of each party. Either party may terminate this MOU upon 30 days' advance notice in writing.

IN WITNESS HEREOF, the Parties have executed this MOU on the dates set forth below.

Seattle Public Schools

CHSAA

By: _____

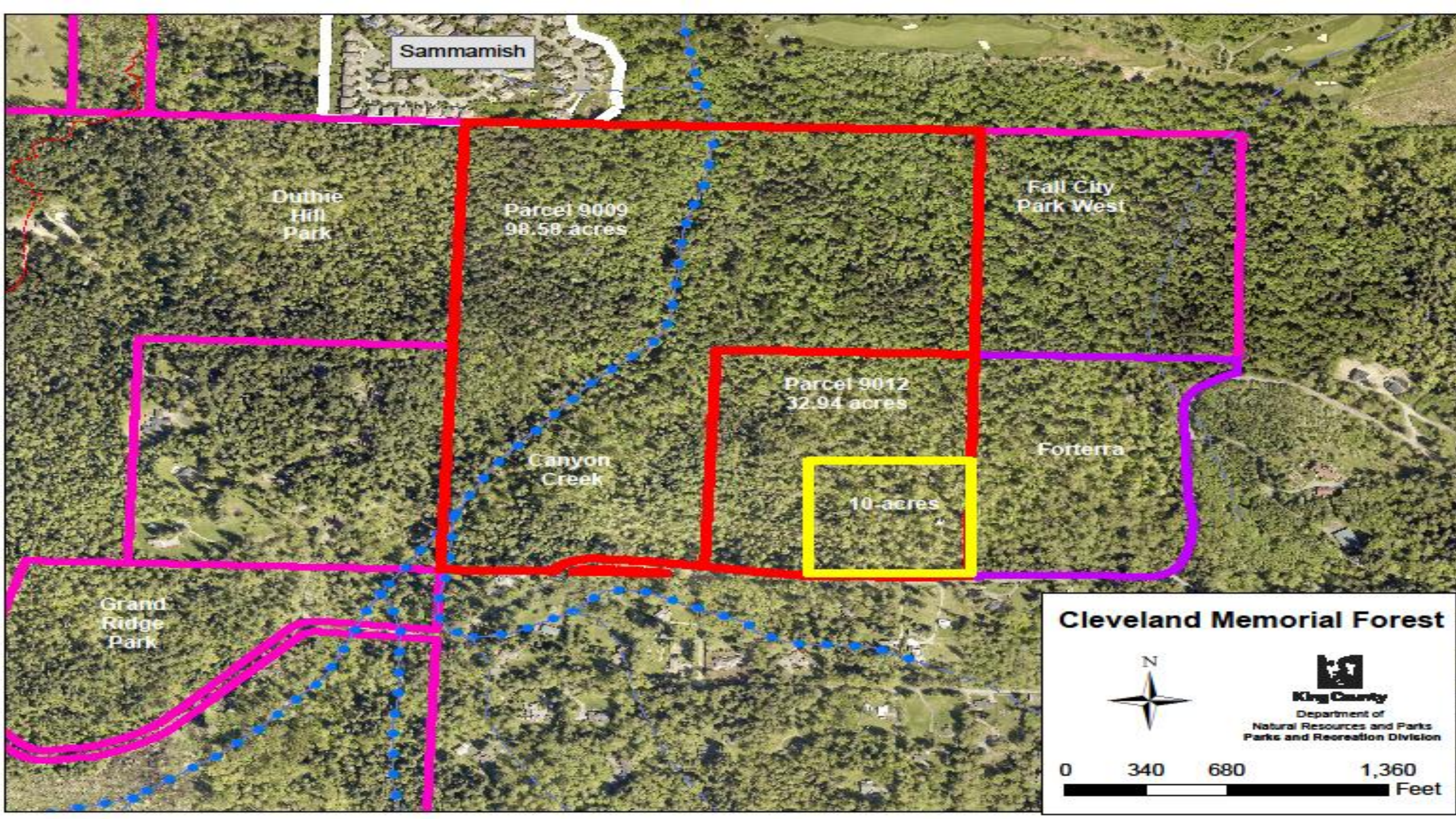
By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____



Sammamish

Duthie
Hill
Park

Parcel 9009
98.58 acres

Fall City
Park West

Parcel 9012
32.94 acres

Canyon
Creek

Forterra

10-acres

Grand
Ridge
Park

Cleveland Memorial Forest



King County
Department of
Natural Resources and Parks
Parks and Recreation Division

0 340 680 1,360
Feet



Cleveland High School Alumni Association Newsletter Excerpt, February 2021

Article by John Barton titled "Saving the CHS Memorial Forest"
in the Cleveland High School Alumni Association Newsletter

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

School Board Office
boardoffice@seattleschools.org

Article by John Barton titled "Saving the CHS Memorial Forest" in the Cleveland High School Alumni Association Newsletter

SAVING THE CHS MEMORIAL FOREST

- By John Barton '54

PROGRESS: The Operations Committee of the Seattle School Board met via video conference on February 4th to address the proposal to sell the development rights of the CHS Memorial Forest to the King County Parks Department (KCPD). Noel Treat, the attorney handling the case for Seattle Public Schools (SPS), was to make a presentation and he had asked me to log in to the site so I could answer questions about the letters of support if asked.



I was asked to comment after Mr. Treat spoke and I briefly went over the alumni concerns over the survivability of the forest, and said that selling the development rights to King County Parks was a great way of protecting the forest far into the future.

Before the meeting, I sent a series of emails to each school board member. Each email represented one of the military/patriotic organizations from which we received a letter of support for preserving the forest. Along with their letter of support, I included membership numbers of the respective organization for Washington State and King County. [Our original intent was to dump a million letters of support on their desks, but that is difficult to do in a video-conference meeting.]

I sent another email giving a brief history of the forest and the concerns of CHS alumni:

- How the students worked for two years to save \$300 to honor their fallen classmates.
- How Vice-Principal Imus took the \$300 to a tax auction of logged-off timberland to bid on 131.52 acres.
- How no one bid against VP Imus when they heard the CHS students wanted to create a memorial forest.
- How the CHS students planted 10,000 trees on the logged-off land.
- How today, it's a beautiful forest of Sitka Spruce, Douglas Fir, and Western Red Cedar, and is worth millions of dollars.
- How it was determined years ago that a high school cannot own property, so it was given to the school district as a perpetual memorial to ... "the Cleveland boys who lost their lives while serving in the United States armed forces."
- How some people would sell the property just



to get the money.

I summarized my email by pointing out that to prevent the property from being developed for any other use, we have proposed that the development rights of the property be sold to King County Parks as part of their conservation program.

I highlighted the positive aspects of our proposal for all:

"We see this proposal as a WIN-WIN-WIN agreement. SPS retains ownership, KCPD expands their conservation program, and the CHS alumni concerns for the longevity of the forest would be put to rest."

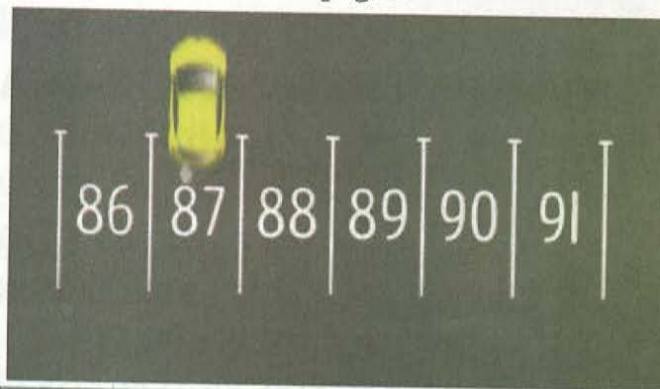
A short discussion by the school board members followed. They did mention the military and patriotic organizations that provided letters of support, and they quoted my WIN-WIN-WIN statement above. It turns out that KCPD will pay **\$3.47 million** for the development rights of the property if this agreement is accepted by both parties.

The board made a motion to submit our proposal to the full school board meeting and it ***passed unanimously***.

The presentation of our proposal to the full school board is scheduled for March 10th.

SOLUTION TO PUZZLE

on page 2



NEW CULTURE CLUB (cont. from page 13)

"Some days I feel like I belong in this club, and some days I don't," Lopez explained. "... That is the internal struggle for mixed people. Being able to find their identity, and be enough to fit."

She elaborated on the importance of making sure students felt like they had a place where they belonged.

"The whole idea that you have to fit someone else's standards to appease them, because I mean who are you trying to make happy? I want to make a place where students feel like they fit in, are enough, and can meet others who have similar thoughts... I wish I had a club like this growing up."

The Alumni

NEWSLETTER

CLEVELAND HIGH SCHOOL ALUMNI ASSOCIATION

FEBRUARY 2021

Volume 27, Issue 1



CHS VOLLEYBALL DURING COVID



EAGLE ATHLETICS ARE BACK!

Jon Hughes, Athletic Director

It was music to the ears of all the Eagle student athletes (especially the seniors) to hear the WIAA, Department of Health, Metro League, and Seattle Public Schools February 1, 2021 announcement that sports are back! It has been over a year since the Eagles last took the field for any competitions due to the pandemic. The ability for sports to return is conditioned upon compliance with all guidance and protocol measures outlined by the various agencies. First practices begin February 22, 2021.

Most sports competitions may continue as long as the Puget Sound Region, composed of King, Pierce, and Snohomish counties stays in Phase 2. There will

be two seasons this year. "Season 1" includes the following sports: football, cross country, golf, girls bowling, girls soccer, slowpitch softball, girls swim, and volleyball. "Season 2" includes baseball, boys soccer, boys swim, basketball, fastpitch softball, track, wrestling, and tennis. Season 1 begins February 22nd and Season 2 begins on April 19th. Indoor "high-risk" sports such as wrestling and basketball are not yet authorized to participate in competitions. We are hopeful the Covid numbers will improve to allow them to compete.

Safety will be the number one focus. Everyone in the Eagle athletics department has had extra time to be trained on Covid-19 return-to-play guidelines. Every practice and game will have a Site Supervisor in

See **VOLLEYBALL** (page 4)