



**SITE PLANNING AGREEMENT
SUNSET ELEMENTARY SCHOOL SITE**

WHEREAS, the Shoreline School District #412 (“District”) owns a parcel of property located at 17800 10th Avenue NW, which was the former Sunset Elementary School site (“Site”); and

WHEREAS, the District and the City of Shoreline (“City”) (collectively, the “Parties”) desire to work together and with the community to develop a master site plan for improvements to this Site to provide recreational use to the community; and

WHEREAS, the District retains ownership of the site for potential future use of the Site for school purposes, if needed; which need will be determined exclusively by the District;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City of Shoreline is granted access to the Site for development of the master site plan. The City, with contributions from the Friends of Sunset School, shall bear all costs of the visioning process to create a master plan for the former Sunset Elementary School site.
2. The District shall provide the City of Shoreline access to all documents in possession of the District for the Sunset School facilities and property, not limited to construction documents, as-builts, maintenance records, survey documents and utility costs to aid in the development of the master site plan.
3. The Parties agree that the visioning process for a new park master site plan will include the creation of a building footprint on a conceptual site plan that delineates such future potential school site.
4. The Parties agree that any temporary third-party rental of the Site will be a component of the community visioning process for creation of a master site plan.

5. If the Parties both approve a master site plan for the Site, they agree to create an addendum adding the Site to the Parties' joint use agreement.
6. If the District approves the master site plan, then:
 - a. the District agrees not to develop any alternative plans for the Site for three (3) years from the date of the District's approval of the master site plan in order to give the City sufficient time to raise the funding for construction of the improvements;
 - b. the Parties agree that for a minimum of three (3) years following the District's approval of this agreement, the District may lease or rent the Site to a third party, but in no event shall this lease or rental program extend beyond the timeframes set forth in the master site plan without the written approval of both Parties.
 - c. the District agrees that any lease or rental agreement for use of the Site shall be subject to termination by the District without cause upon 18-month notice.
 - d. the City agrees to give the District at least 18 months notice prior to construction of the Site for park purposes. The District agrees to provide 18 months notice to any third party occupying the Site.
 - e. the District agrees that, after receiving notice of construction from the City, the District will not enter into a lease that conflicts with the City's construction schedule.
7. The District and the City agree that maintenance of the Site shall be the responsibility of the District (or designated third party) until construction of the Site commences. After commencement of construction, the City will assume responsibility of those structures or areas used by the City as set forth in the addendum to the joint use agreement.

CITY OF SHORELINE

SHORELINE SCHOOL DISTRICT

By: _____
Robert L. Olander
City Manager

Sue Walker
Superintendent

Approved as to Form:

Approved as to Form:

Ian R. Sievers, City Attorney

School District Attorney