



Highline Public Schools Board Action Report

DATE: December 30, 2022

FROM: Dr. Ivan Duran, Superintendent

LEAD STAFF: Scott Logan, Chief Operations Officer, and Ellie Daneshnia, Executive Director of Capital Planning and Construction

For Introduction: January 4, 2023

For Action: January 18, 2023

I. TITLE Resolution No. 07-23 - White Center Heights Elementary School - Water District 20 - Easement and Bill of Sale

Select one: New Item Renewed Item Annual Item Revised Item

II. WHY BOARD ACTION IS NECESSARY

The Highline School District's Board of Directors is required by Policy 6801, Capital Assets and Small and Attractive Items, to fulfill its stewardship responsibilities and maintain a comprehensive capital assets program. Capital Assets include easements and improvements to the land.

III. BACKGROUND INFORMATION

The 2015 Legislature passed Substitute Senate Bill 6080 as part of the 2015-2017 capital budget. Senate Bill 6080 offered a pilot program with funding assistance to add classrooms to help school districts achieve K-3 class size objectives of a 17:1 student-to-teacher ratio. The grant funds are required to be used to construct permanent classroom buildings or modular classroom buildings on a permanent foundation.

The District was awarded a grant on April 19, 2016, in the amount of \$6,273,168.00 for the construction of thirteen (13) elementary classrooms in response to the K-3 class size reduction legislation. Construction has been completed on a three-classroom modular building at North Hill Elementary School, a four classroom modular building at Hilltop Elementary School, and a four-classroom modular building at White Center Heights Elementary School. All three new buildings are currently in use.

On May 1, 2019, a construction contract was awarded to Mike Werlech Construction Inc. to work on Modular Classroom Addition at White Center Heights Elementary School. The work was completed and accepted by the district in March 2021.

The construction work included the installation of new water distribution lines for domestic and fire suppression. King County Water District No. 20 (WD 20) provides water service to White Center Heights Elementary School. While closing out the project with WD 20, it was discovered, that when WD 20 purchased the water service area several years prior, a portion of the water line on site was never conveyed to the prior water purveyor and did not contain an easement.

In an effort to rectify the above with WD 20, WD20 requires the school district to grant an Easement, as well as, execute a Bill of Sale for the line. The easement area is 15 feet wide and centered over the length of the new water distribution lines. Since the water line in question was installed many years prior to the current project (and new school) negotiations with WD 20 were required to assign roles and responsibilities to each party. The Bill of Sale

provides for the transfer of title of the water distribution lines and appurtenances to King County Water District No. 20. The Easement and Exhibits along with the Bill of Sale are attached.

IV. RECOMMENDED MOTION

I move that the Highline School Board approve Resolution No. 07-23 - White Center Heights Elementary School - Water District 20 - Easement and Bill of Sale.

V. FISCAL IMPACT/REVENUE SOURCE

The costs associated with the Easement and Bill of Sale are included in the overall construction budget for the White Center Heights Elementary School - Senate Bill 6080 Modular Classroom Addition.

The revenue source for this motion is K-3 Class Size Reduction Grant - Senate Bill 6080 funds.

Expenditure: One-time Annual

VI. APPLICABLE POLICY(S)

This action is in compliance with the following:

Board Policy 6801, Capital Assets, and Small Attractive Items

VII. ALTERNATIVES

If the district does not approve the resolution, it will prevent the district from closing on the project with Water District 20.

VIII. COMMUNITY ENGAGEMENT

Community Engagement Required: Yes No

IX. ATTACHMENTS

- 1: Resolution No. 07-23 - Conveyance of Easement and Water Mains to King County Water District No. 20
- 2: Easement for Water Lines
- 3: Bill of Sale of Water Main

HIGHLINE SCHOOL DISTRICT NO. 401
RESOLUTION NO.07-23
Conveyance of Easement and Water Mains to King County Water District No. 20

WHEREAS, Highline School District No. 401 (the "District") has constructed water mains at White Center Heights Elementary (the "School") located generally at 10015 6th Avenue Southwest, Seattle, WA 98146 (the "Property");

WHEREAS, King County Water District No. 20 ("WD20") is requiring, in connection with bringing water service to the School, that the District (a) grant and convey an easement for water lines in the form attached as Attachment 1 (the "Easement") over the portion of the Property legally described in the Easement (the "Easement Area"), and (b) convey the District's interest in the water mains and related appurtenances constructed at the Property by executing a bill of sale in the form attached as Attachment 2 (the "Bill of Sale");

WHEREAS, the Easement will serve the School and the facilities and programs of the District;

WHEREAS, the District estimates the value of the Easement Area to be less than \$50,000; and

WHEREAS, pursuant to RCW 28A.335.090, the District has authority to exclusively control all real property owned by the District, including the authority to develop schools on the real property owned by the District and to take such actions as may be necessary or desirable in connection with such development activities; and

WHEREAS, the Intergovernmental Disposition of Property Act, Chapter 39.33 RCW, provides municipal corporations of the State of Washington with the authority to transfer real property or interests therein on such terms and conditions as may be mutually agreed upon by the proper authorities of such municipal corporations.

NOW BE IT RESOLVED the Superintendent of the District (or the Superintendent's designee) is authorized and directed to execute, acknowledge, and deliver the Easement, execute and deliver the Bill of Sale, and to do all other things necessary and advisable to be done to accomplish the foregoing transactions in accordance with applicable law.

ADOPTED this 18th day of January 2023

HIGHLINE SCHOOL DISTRICT NO. 401

Board of Directors

I, Ivan Duran, Secretary to the Board of Directors of Highline School District No. 401, do hereby certify that the above is a true and accurate copy of Resolution No. 07-23 for the use and purpose intended.

Ivan Duran, Ed.D.
Secretary to the Board

Recording Requested By
And When Recorded Mail To:

King County Water District No. 20
12606 First Avenue South
Burien, WA 98168

DOCUMENT

TITLE: EASEMENT NO. _____ FOR WATER LINES

GRANTOR: HIGHLINE SCHOOL DISTRICT NO. 401

GRANTEE: KING COUNTY WATER DISTRICT NO. 20

ABBREVIATED LEGAL DESCRIPTION: LOT 2, GREENBRIDGE MASTER PLAT, VOLUME 231 OF
PLATS, PAGES 6 THROUGH 22.

Additional or complete legal description is on page 6 of document.

ASSESSOR'S PROPERTY TAX

PARCEL ACCOUNT NUMBER(S): 2895800020

EASEMENT FOR WATER LINES

HIGHLINE SCHOOL DISTRICT NO. 401, a Washington municipal corporation (“Grantor”), for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants and conveys to KING COUNTY WATER DISTRICT NO. 20, a municipal corporation in King County, Washington (“Grantee”) (each individually a “Party,” and collectively, the “Parties”), and its successors and assigns, a permanent, non-exclusive Easement for Water Lines and appurtenances thereto (“Easement”) as follows:

1. Nature and Location of Easement: The Easement granted by Grantor herein shall be a permanent, non-exclusive easement for the benefit of Grantee over, upon, across, through and under the real property legally described in *Exhibit “A”* attached hereto and incorporated herein by this reference (“Real Property”), such Easement as legally described on *Exhibit “B”* attached hereto and incorporated herein by this reference and as approximately depicted on *Exhibit “C”* attached hereto and incorporated herein by this reference (the “Easement Area”), for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating water lines, together with all facilities, connectors and appurtenances (“Water Lines”), including the right of ingress and egress for said purposes. The construction, operation, maintenance, repair and replacement of any such Water Lines allowed in the Easement Area shall be performed by Grantee, at its sole cost and expense.

2. Right of Entry: Grantees shall have the right, without prior institution of any suit or process at law or equity, at all times as may be necessary to enter upon the Easement Area, and such adjacent portions of the Real Property as is reasonably necessary, to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the Water Lines for the purposes of serving the Real Property and other properties with utility service. Grantee shall provide Grantor with advance notice of the date and time of such access activities, except in the case of an emergency in which case Grantee shall use reasonable efforts to give notice as soon as possible prior to or after such entry. Grantee agrees to restore the Real Property as nearly as reasonably possible to its condition prior to any material disturbance from Grantee’s entry thereon or exercise of rights under the Easement, including but not limited to the construction, operation, maintenance, repair, or replacement of the Water Lines. Notwithstanding the foregoing, provided that Grantee uses reasonable efforts to avoid damaging the existing portable classroom building (the “Portable”) which is located partly within the Easement Area, Grantee shall not be responsible for repairing damage to the Portable resulting from the exercise of Grantee’s rights under this Easement.

3. Encroachment/Construction Activity: Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement Area which might in any fashion unearth, undermine, or damage the Water Lines or endanger the lateral or other support of the Water Lines without Grantee’s prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Grantor further agrees that no structure or obstruction, including, without limitation, fences and rockeries shall be erected over, upon or within the Easement Area, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement Area, provided Grantor shall have full use of the surface of the Real Property within the Easement Area, so long

as such use does not unreasonably interfere with this Easement. Notwithstanding the foregoing, Grantor shall have the right to maintain and repair the Portable, and appurtenances thereto, in its current location.

4. Failure of Water Main. Pursuant to that certain Bill of Sale of Water Main executed concurrently with this Easement, Grantor sold to Grantee the water mains, fire hydrants, and other related appurtenances installed in the Easement Area ("Existing Water Main"). If damage to the Existing Water Main occurs to the extent that use of the Water Lines are no longer practicable or the Water Lines are inoperable for a period of five (5) consecutive business days or more ("Material Failure"), then the Parties acknowledge and agree that the damaged Existing Water Main shall be abandoned in place and remain in the Easement Area and the Parties shall coordinate construction of a new water main ("New Water Main"). Coordinating the construction of the New Water Main shall include, but not be limited to: (i) Execution and recording of an amendment to this Easement providing for a new Easement Area; (ii) Execution of a new Bill of Sale for the New Water Main; and (iii) Mutual agreement on the schedule and allocation of the cost to construct the New Water Main. Grantor and Grantee are each responsible for one-half of all costs associated with the planning and construction of the New Water Main.

5. Binding Effect/Warranty of Title: The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors and assigns. This Easement is granted subject to any existing matters of record.

6. Hold Harmless. Subject to Grantee's restoration obligations under Section 2 above, Grantor hereby agrees to release, hold harmless and indemnify Grantee, its elected appointed officials, officers, employees, and agents from and against any and all claims, obligations, liabilities or damages of any nature whatsoever ("Claims") arising from damage to any permanent or temporary structures or other improvements located within the Easement area, including, without limitation, portables (including the Portable described above), carports, walkways, parking lots, decks, patios and landscaping, arising out of or resulting from Grantee's exercise of its rights under the Easement, provided that (i) Grantee's activities within the Easement Area were within the scope of rights granted to Grantee under the Easement and (ii) Grantee used commercially reasonable efforts to avoid damaging the permanent or temporary structures or other improvements located within the Easement Area. Further, the foregoing release, hold harmless and indemnity shall not apply to Claims to the extent they arise from the negligence or intentional misconduct of Grantee. Upon the removal of the Portable from the Easement Area, Grantor's obligations and Grantee's rights under this Section 5 shall automatically be null and void and of no further force or effect, and this Section 5 shall be deemed deleted from this Easement for all intents and purposes. Upon the removal of the Portable, Grantee shall, at Grantor's written request, execute and record an amendment to this Easement affirming the same.

7. Indemnity. Grantee hereby releases, indemnifies and promises to defend and save Grantor harmless from and against any and all liability, loss, damage, expense, actions or claims, including costs and reasonable attorneys' fees incurred by Grantor in defense thereof, resulting or arising directly or indirectly on account of or out of negligent acts or omissions of Grantee or its

invitees, servants, agents, employees, contractors or subcontractors, associated with Grantee's entry upon the Real Property or exercise of rights granted herein, except to the extent of Grantor's own negligence or intentional misconduct.

8. Recording: Upon its execution, the Easement shall be recorded with the King County, Washington Recorder's Office.

DATED this _____ day of _____, 2022.

GRANTOR:

HIGHLINE SCHOOL DISTRICT NO. 401

By: _____

Name: _____

Its: _____

GRANTEE:

KING COUNTY WATER DISTRICT NO. 20

By: _____

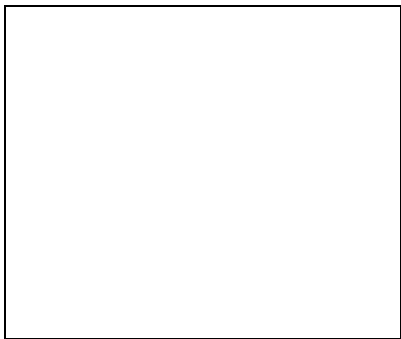
Name: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me personally appeared _____, to me known to be the _____ of HIGHLINE SCHOOL DISTRICT NO. 401, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



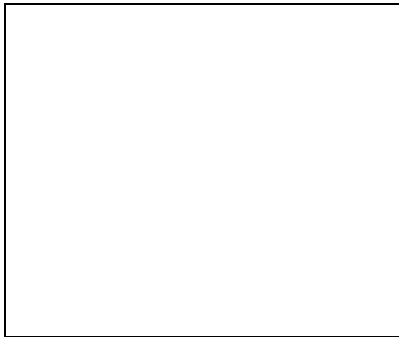
(Signature of officer)
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me personally appeared _____, to me known to be the _____ of KING COUNTY WATER DISTRICT NO. 20, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



(Signature of officer)
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

(Use this space for notarial stamp/seal)

Easement No. _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

LOT 2, GREENBRIDGE MASTER PLAT, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 231 OF PLATS, PAGES 6 THROUGH 22,
INCLUSIVE, IN KING COUNTY, WASHINGTON.

EASEMENT NO. _____

EXHIBIT "B"
LEGAL DESCRIPTION OF EASEMENT

A PORTION OF LOT 2 OF GREENBRIDGE MASTER PLAT, RECORDS OF KING COUNTY, WASHINGTON, VOLUME 231 OF PLATS, PAGES 6 THROUGH 22, RECORDING NUMBER 20051108000259; BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, OF SECTION 6, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN; SAID PORTION OF LOT 2 BEING A 15.00 FOOT WIDE STRIP OF LAND, LYING 7.50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2;
THENCE ALONG THE WEST LINE OF SAID LOT 2, NORTH 01°39'42" WEST, 293.89 FEET;
THENCE LEAVING SAID WEST LINE, NORTH 87°04'38" EAST, 29.86 FEET TO THE **POINT OF BEGINNING** OF SAID DESCRIBED CENTERLINE;
THENCE SOUTH 02°55'22" EAST, 33.36 FEET;
THENCE SOUTH 38°45'55" EAST, 47.47 FEET;
THENCE NORTH 87°32'53" EAST, 208.27 FEET;
THENCE NORTH 41°40'37" EAST, 100.16 FEET;
THENCE SOUTH 46°23'58" EAST, 28.90 FEET TO THE **POINT OF TERMINUS** OF SAID DESCRIBED CENTERLINE.

THE SIDELINES OF WHICH ARE TO BE LENGTHENED OR SHORTENED TO CREATE A FULL AND CONTINUOUS STRIP OF LAND, FROM SAID POINT OF BEGINNING TO SAID POINT OF TERMINUS.

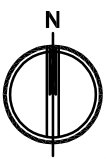
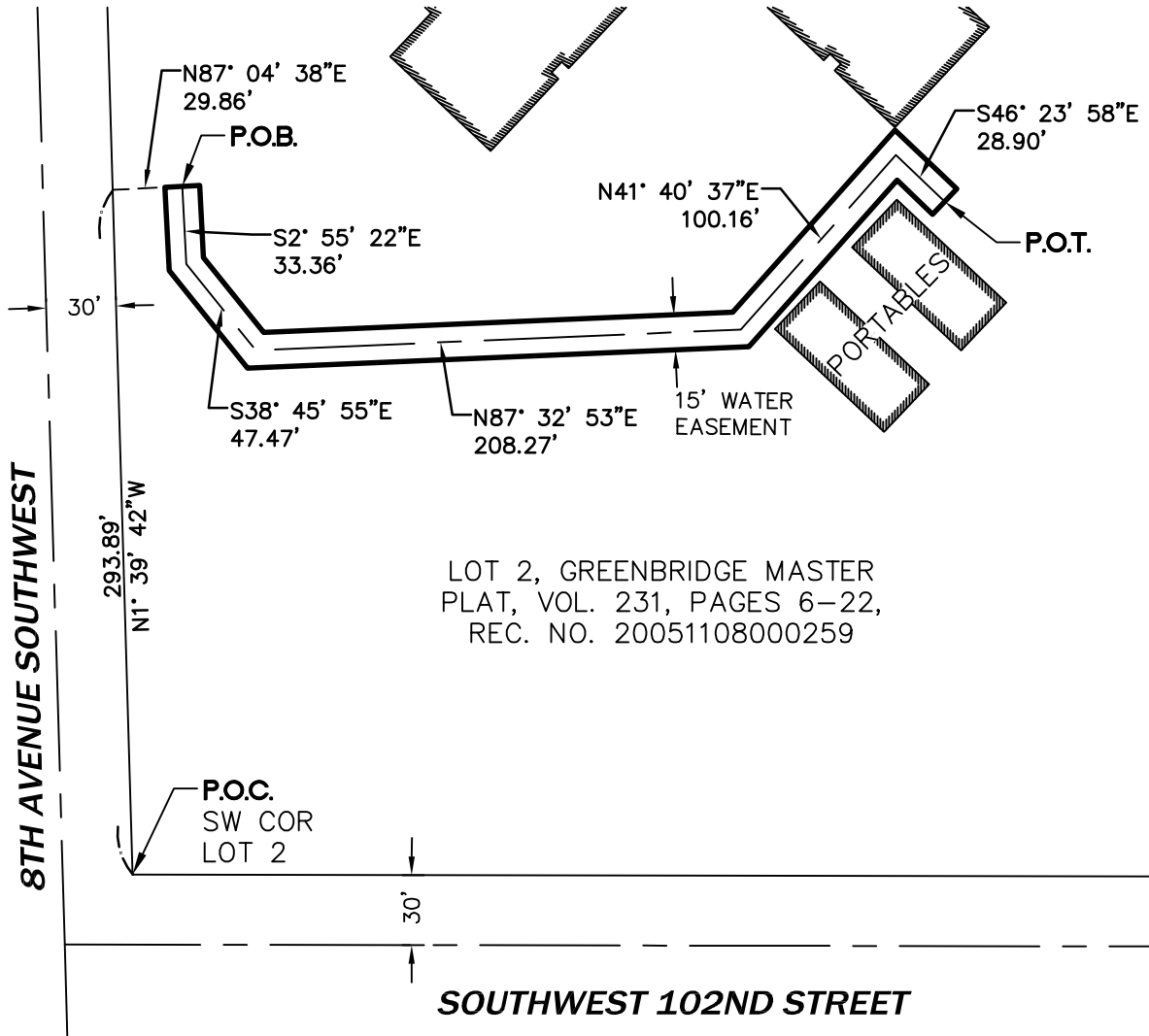
CONTAINING 6,273 SQUARE FEET, OR 0.14 ACRES MORE OR LESS.



11/03/2022

EASEMENT NO. _____

EXHIBIT "C" DEPICTION OF EASEMENT



1"=80'

JOB NO. 2220797.50
10/13/2022

Waterline Easement Exhibit 11/03/2022

LEGAL BY: SAR EXHIBIT BY: GD

SW 1/4, NE 1/4, S6, T23N, R4E

w:\sdsproj\2022\2220797\2220797 waterline easement.dwg



2215 North 30th Street,
Suite 300,
Tacoma, WA 98403
253.383.2422 TEL
253.383.2572 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

BILL OF SALE OF WATER MAIN

THE UNDERSIGNED SELLER, in consideration of the Easement for Water Lines entered into concurrently with this Bill of Sale, sells and conveys to KING COUNTY WATER DISTRICT NO. 20, the water mains constructed within the following described areas, and covenants and agrees with the Water District to replace, repair and correct any defect in work or materials in respect to the personal property subject to this Bill of Sale arising during a period of one (1) year from date hereof, without cost to the Water District:

That portion of King County parcel 2895800020 (10015 6th Avenue Southwest, Seattle, WA 98146) further described as follows:

In	From	To	Size	Length
Easement around 2019 Building Addition	Sidewalk along parking east of previously existing School Building & North of Building Addition	Northwest Corner of Building Addition	8"	346'

along with fire hydrants and all other related appurtenances, including new Fire Hydrant installed off existing water main southwest of Building Addition.

SELLER:

Highline Public School District No. 401

By: _____

Name: _____

Title: _____

Date: _____