

## HIGHLINE SCHOOL DISTRICT NO. 401

### RESOLUTION NO. 01-24

#### Surplus and Sale of Conservation Easements at Waskowitz Outdoor Education Center

WHEREAS, Highline School District No. 401 (the "District") owns certain real property located in King County, Washington and commonly known as Waskowitz Outdoor Education Center. Waskowitz Outdoor Education Center consists of approximately 372 acres lying on both the north and south shores of the South Fork of the Snoqualmie River. The District is considering entering into certain agreements, further described below, with respect to that portion of the Waskowitz Outdoor Education Center property lying southerly of the South Fork of the Snoqualmie River, which consists of approximately 300 acres and is more particularly described on Exhibit A (the "Property"). The portion of the Waskowitz Outdoor Education Center property lying northerly of the South Fork of the Snoqualmie River is not subject to these agreements.

WHEREAS, pursuant to RCW 28A.335.090(1), the Board has exclusive control of all real property belonging to the district, and, subject to RCW 28A.335.120, may sell and convey the District's interest in real property;

WHEREAS, the District and The Trust For Public Land, a California nonprofit public benefit corporation ("TPL") have tentatively agreed upon the terms and conditions under which: (a) the District will Grant TPL an option to purchase conservation easements over all or a portion of the Property ("Conservation Easements"), as substantially set forth in the Easement Option Agreement attached as Exhibit B (the "Option Agreement"); and (b) TPL will perform certain services in connection with accomplishing the conditions necessary so that TPL acquires one or more Conservation Easements as contemplated by the Option Agreement, as substantially set forth in the Professional Services Agreement attached as Exhibit C (the "Services Agreement");

WHEREAS, the Board has concluded that the interests in the Property that are subject to the Option, and which would be conveyed upon the granting of one or more Conservation Easements, are no longer needed or required for school purposes, and are therefore surplus;

WHEREAS, pursuant to RCW 39.04.280(1)(a) and (b), the Board has determined that the District's agreement to obtain TPL's services in connection with pursuing the sale of Conservation Easements is exempt from competitive bidding requirements given that said agreement involves a single source of supply and special market conditions, due to TPL's unique qualifications to obtain funding and pursue the acquisition of the Conservation Easements; and

WHEREAS, the Board has concluded that it is in the District's best interest to enter into the Option Agreement and Services Agreement with TPL, under which the District will grant an option to TPL to acquire Conservation Easements, and may ultimately grant and convey one or more Conservation Easements, on substantially the terms set forth in the Option Agreement and pay TPL a fee on substantially the terms set forth in the Services Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Highline School District No. 401, King County, Washington, as follows:

1. that the District has determined that the interests in the Property that would be subject to the Option Agreement and would be conveyed upon the sale and granting of one or more Conservation Easements are, as of this date, not needed or required for school purposes, and are therefore surplus;
2. that the District shall, in conformance with any public notice or hearing requirements of RCW 28A.335.120, proceed with the granting of the rights under the Option Agreement and the potential sale of the Conservation Easements on substantially the terms of the Option Agreement; and
3. that the Superintendent is authorized and directed to: (i) proceed with the transactions contemplated by the Option Agreement and Services Agreement and execute such agreements on behalf of the District; (ii) deposit proceeds from the sale of Conservation Easements (if any) into the appropriate District accounts; and (iii) execute, acknowledge and deliver any and all necessary documents and take all further actions necessary or advisable to be done to accomplish the foregoing, all in accordance with Chapter 28A.335 RCW and other applicable laws and District policies.

ADOPTED this tenth day of January, 2024.

HIGHLINE SCHOOL DISTRICT NO. 401

Angelica Alvarez  
Angelica Alvarez (Jan 24, 2024 18:37 PST)

Joe Van  
Joe Van (Jan 22, 2024 16:58 MST)

Melissa Petrini  
Melissa Petrini (Jan 22, 2024 22:12 PST)

Stephanie Tidholm  
Stephanie Tidholm (Jan 24, 2024 19:01 PST)

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. 01-24 for the use and purpose intended.

Ivan Duran  
Ivan Duran (Jan 25, 2024 13:56 PST)

Ivan Duran, Ed.D  
Secretary to the Board

**Exhibit A**

**Description of the Property**

That real property located in King County, Washington consisting of the following Assessor Parcels:

2423089021  
2423089006  
2423089003  
2423089004  
2423089009  
2423089011  
2423089010  
2423089020  
2423089013  
2423089012

**Exhibit B**

**Form of Option Agreement**

**[see attached]**

**Exhibit C**

**Form of Services Agreement**

**[see attached]**

## EASEMENT OPTION AGREEMENT

This agreement, dated January \_\_, 2024 (the “**Agreement**”) is between **HIGHLINE SCHOOL DISTRICT NO. 401**, a Washington school district, (“**Seller**”), and **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation (the “**Buyer**”).

### RECITALS

**A.** The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

#### **SELLER:**

Highline School District #401  
  
15675 Ambaum Blvd. SW  
Burien, WA 98166  
Attention: Scott Logan  
Chief Operating Officer  
Telephone: (206) 631-3077  
e-mail: [scott.logan@highlineschools.org](mailto:scott.logan@highlineschools.org)

Copies of any notices to Seller  
should also be sent to:

Meredith von Trapp  
Camp Director  
Waskowitz Outdoor Education Center  
45509 SE 150<sup>th</sup> Street  
North Bend, Washington 98045  
Telephone: (206) 591-4846  
E-mail: [Meredith.vontrapp@highlineschools.org](mailto:Meredith.vontrapp@highlineschools.org)

#### **BUYER:**

The Trust for Public Land  
1218 Third Avenue, Suite 1700  
Seattle, WA 98101  
Attention: Laurie Benson  
and Paulina Racette  
Telephone: (206) 274-2927  
e-mail: [Laurie.benson@tpl.org](mailto:Laurie.benson@tpl.org)  
[Paulina.racette@tpl.org](mailto:Paulina.racette@tpl.org)

Copies of any notices to Buyer  
should also be sent to:

The Trust for Public Land  
1218 Third Avenue, Suite 1700  
Seattle, WA 98101  
Attention: Thomas E. Tyner  
Telephone: (206) 587-2447  
e-mail: [tom.tyner@tpl.org](mailto:tom.tyner@tpl.org)

**B.** Seller is the owner of that certain real property located in King County, Washington and commonly known as Waskowitz Outdoor Education Center. The Waskowitz Outdoor Education Center property consists of approximately 372 acres lying on both the north and south shores of the South Fork of the Snoqualmie River. The portion of the Waskowitz Outdoor Education Center property lying northerly of the South Fork of the Snoqualmie River is not subject to this Agreement. That portion of the Waskowitz Outdoor Education Center property lying southerly of the South Fork of the Snoqualmie River that is the subject of this Agreement consists of approximately 300 acres and is

described on **Exhibit A** attached hereto and hereby incorporated by this reference (the “**Property**”). A map showing the location and configuration of the Property is attached as **Exhibit B**.

**C.** It is the mutual intention of Seller and Buyer that the Property’s natural resources be protected and preserved for education, outdoor recreation, wildlife protection and conservation purposes by subjecting the Property to a conservation easement restricting certain other uses. The primary prohibitions on the use of the Property will be a prohibition on the residential, commercial or industrial use of the Property. In order to permanently protect the conservation, open space, and natural resource values of the Property and to restrict development incompatible with such conservation values, Seller desires to sell and Buyer desires to buy, one or more conservation easements in form and substance mutually acceptable to Buyer and Seller (the “**Conservation Easements**”). If, after good faith negotiations, an agreement on the specific terms of the Conservation Easements cannot be reached between Buyer and Seller, Buyer or Seller may terminate this Agreement and Buyer shall have no further rights with respect to the Property arising under this Agreement, as further set forth in Section 2 below.

**D.** Buyer intends to convey the Conservation Easements to King County (the “**County**”) utilizing funding coming from one or more state or local conservation programs. The intention expressed above shall not be construed as a covenant or condition to this Agreement. Buyer makes no representation that any efforts it may undertake to acquire any Conservation Easement will be successful.

**E.** Seller acknowledges that Buyer is entering into this Agreement in its own right and that Buyer is not an agent of any governmental agency or entity. With regard to the Conservation Easements, Buyer intends to work closely with the County, and possibly other public agencies and funders. Buyer intends to convey the Conservation Easements to the County for long-term monitoring and enforcement.

**F.** Buyer is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic and recreational lands. Buyer is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended from time to time, the “**Code**”) and is included in the “Cumulative List of Organizations” described in Section 170(c) of the Internal Revenue Code published by the Internal Revenue Service. Buyer is not a private foundation within the meaning of Section 509(a) of the Code.

## **THE PARTIES AGREE AS FOLLOWS:**

**1. Option.** In consideration of the payment by Buyer to Seller of Ten Dollars (\$10.00), Seller grants to Buyer an exclusive option to purchase the Conservation Easements over the Property on the terms and conditions set forth in this Agreement (the “**Option**”).

Buyer and Seller would both prefer to acquire one easement covering the entire Property in a single funding cycle. If two phases are required in order to match available funding, TPL will notify Seller as soon as King County announces the grant recipients and amounts of grants in the current grant cycle, which announcement is anticipated to be made on or about June 1, 2023. If funding for

the Waskowitz Outdoor Education Center project is included in such announcement, but in an amount that is less than the full amount necessary to purchase a single Easement over the entire Property and that therefore two phases will be required, then Buyer and Seller shall promptly meet to discuss what portion of the Property will be subject to the first phase (“**Phase 1**”), what portion of the Property will be subject to the second phase (“**Phase 2**”), and the proposed timing for the availability of the Phase 1 funding as well as the timing of the submission of an application to King County for the Phase 2 funding. In no event shall phased purchase of the Agreements exceed two King County funding cycles. If Buyer and Seller are unable to agree on the configuration and timing for conveyance of the easement in Phase 1 (the “**Phase 1 Easement**”), then either party may terminate this Agreement.

**2. Option Term:** The Option shall be effective on the date this Agreement is last signed (the “**Effective Date**”) and shall expire on the date eighteen (18) months from the Effective Date (the “**Initial Option Term**”), unless terminated earlier by either party pursuant to the terms of this Agreement. During the Initial Option Term, Buyer intends to: (i) reach agreement with Seller on the terms of the Conservation Easements and, if applicable, the configuration and timing of the Phase 1 Easements and Phase 2 Easements; and (ii) complete due diligence investigation of the Property (including such things as an environmental review of the Property, review of title and title exceptions, etc.).

Upon providing written notice to Seller on or before the expiration of the Initial Option Term, Buyer may extend the Initial Option Term for a period of six (6) months from the last date of the Initial Option Term (the “**Extended Option Term**”) if Buyer has demonstrated reasonable progress acquiring the Conservation Easements, which progress may be demonstrated by completed acquisition of the Phase 1 Easement or by having been awarded one or more grants from King County for the acquisition of Conservation Easements over all or a portion of the Property. The Initial Option Term and the Extended Option Term (if any) are collectively referred to as the “**Option Term**”.

If, at any time during the Option Term, Buyer determines in its best business judgment that its efforts to purchase Conservation Easements over all or any portion of the Property appears to be futile, then Buyer will so notify Seller. Upon Seller’s receipt of such notice from Buyer, this Agreement will terminate and Buyer will have no further rights with respect to the Property.

**3. Documentation Period:** Within the ninety (90)-day period after the Effective Date (the “**Documentation Period**”), Seller and Buyer shall in good faith negotiate the terms and conditions to be included in the final form of Conservation Easements. Subject to school board approval, Buyer and Seller shall prepare and append to this Agreement a final version of the Conservation Easements as soon as reasonably and practically possible following execution of this Agreement by both parties. Parties expect and intend that, if applicable, the Phase 1 Easements and Phase 2 Easements will be similar in form and substance. Parties agree that essential terms include, but are not limited to: (i) terms that provide Seller the right to maintain, repair, reconstruct and replace any improvements currently located on the Property, as well as to construct new improvements similar in kind and purpose to those already in use on the Property, subject to certain mutually agreeable restrictions; (ii) terms that are consistent with the Seller’s duties and obligations as a school district, including terms providing for Seller’s right to restrict public access during school or camp hours and post perimeter



and other signs indicating that this Property is owned by a school district; and (iii) terms that prohibit subdivision of the Property.

Should the Parties fail to reach agreement on terms and conditions to be included in the Conservation Easements within the Documentation Period despite such good faith efforts, this Agreement shall automatically terminate at 5:00 p.m. Pacific time on the last day of the Documentation Period and neither Party shall have any further obligations under this Agreement except for those obligations that expressly survive as specified herein.

4. **Exercise.** In the event Buyer elects to exercise the Option to purchase one or more Conservation Easements under this Agreement, it shall do so by notifying Seller in writing within the Option Term specified in Section 2. Such notice shall be deemed timely if it is given, in the manner required under Section 15 below, within the Option Term. If Buyer is purchasing the Conservation Easements in two phases, the exercise of the Option with respect to Phase 1 Easements shall not terminate this Agreement, and Buyer shall still have the right, within the Option Period to exercise the Option with respect to Phase 2 Easements, subject to the applicable terms and conditions of this Agreement. By exercising the Option, Buyer shall be deemed to have waived any objections to the state of title to the Property and the physical and environmental condition of the Property or the applicable portion(s) thereof.

5. **Purchase Terms:**

(a) **Easement Purchase Price.** In the event that the Buyer exercises the Option to acquire one or more Conservation Easements over the Property, then Seller shall sell to Buyer and Buyer shall buy from Seller such Easement(s) for the fair market value of such Easements calculated as the difference in fair market value “before” (without the Easements) minus “after” (with the Easements), as determined by an independent appraisal of the Property (the “**Appraisal**”) performed by a qualified independent appraisal firm selected by Buyer with input from Seller (the “**Appraiser**”), which appraisal has been completed in compliance with federal “yellow book” appraisal standards and has been approved by King County as eventual holder of the Easements (the “**Full Easement Purchase Price**”). If the Property is acquired in two phases, then Buyer and Seller, working with the Appraisal and appraiser, shall identify that portion of the Property to be acquired in Phase 1 and allocate a proportionate share of the value of the Easement over the entire Property to the Phase 1 Property (the “**Phase 1 Easement Purchase Price**”). The Phase 2 Easement Purchase Price shall be the difference between the Full Easement Purchase Price and the Phase 1 Easement Purchase Price.

Buyer shall furnish to Seller a copy of the Appraisal when it is available from the Appraiser. After receipt of the Appraisal report, Seller shall have a period of thirty (30) days in which to review the Appraisal report (the “**Appraisal Review Period**”). If Seller disagrees with the Appraisal, Seller will give written notice of such disagreement to Buyer on or before the last day of the Appraisal Review Period. Upon Buyer’s receipt of such written notice, Seller may terminate this Agreement and Buyer shall have no further rights with respect to the Property.

(b) **Method of Payment.** The Easement Purchase Price shall be payable in cash at close of escrow. If there are two phases, the Phase 1 Easement Purchase Price shall be payable in cash at the close of escrow for Phase 1 and the Phase 2 Easement Purchase Price shall be payable in cash at the close of escrow for Phase 2.

6. **Escrow and Closing.** As soon as practicable after the effective date of this Agreement, Buyer shall open an escrow with \_\_\_\_\_. Closing on the purchase of the Conservation Easements shall occur within sixty (60) days of the date on which Buyer exercises its Option to purchase such Easements, if the purchase will occur in one phase. If there are two phases, closing on the purchase of Phase 1 Easements will occur within sixty (60) days of the date on which the Buyer exercises the Option to purchase Phase 1 Easements. And closing on the purchase of Phase 2 Easements will occur within sixty (60) days of the date on which Buyer exercises its Option to purchase the Phase 2 Easement.. In no event, however, shall closing occur sooner than permitted under applicable statute.

7. **Title.** Seller shall convey the Conservation Easements to Buyer or to Buyer's designee by one or more Deeds of Conservation Easement. Buyer's interest in the Conservation Easements shall be subject only to: (a) a lien for non-delinquent real property taxes; and (b) any other matters approved in writing or deemed approved by Buyer. Notwithstanding the foregoing, Seller must either clear or subordinate any liens securing monetary obligations against the Property subject to the Conservation Easements. During the Documentation Period, Buyer will notify Seller of any title exceptions to which Buyer objects. Seller will cause such title exceptions to be removed at or prior to closing, provided, however that if Seller is unable or unwilling to remove any such exceptions, Seller shall so notify Buyer in writing within sixty (60) days of the date Buyer provides Seller with its list of objectionable exceptions; Seller's failure to respond shall be deemed Seller's election not to cure with respect to any matter objected to by Buyer. If Seller is unable or unwilling to remove one or more exceptions objected to by Buyer, then Buyer may elect, within sixty (60) days thereafter, to either terminate this Agreement or waive its objection and acquire the Conservation Easements subject to such exception or exceptions (if Buyer exercises its Option); Buyer's failure to respond shall be deemed Buyer's election to waive its objection and proceed to acquire the Conservation Easements subject to such matters.

8. **Title Insurance.** Seller shall provide Buyer with a standard-coverage owner's policy of title insurance, in form and substance acceptable to Buyer, in the full amount of the Easement Purchase Price, insuring that title to each Conservation Easement is vested in Buyer upon close of escrow, subject only to the exceptions approved or deemed approved in Section 7. If the Conservation Easements are purchased in two phases, this provision applies for each of Phase 1 and Phase 2.

9. **Seller's Pre-Closing Covenants.** Seller shall not do any of the following during the Option Term without the prior written consent of Buyer: (a) enter any agreements which would materially interfere with the purpose of the Conservation Easements; (b) cause or consent to any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Property that is not either subordinated or removed at closing; (c) permit any mortgage, deed of trust or other lien on the Property to be foreclosed upon due to Seller's actions or omission, including failure to make a required payment; or (d) take or permit (to the extent in Seller's reasonable control) any action that

could substantially reduce the value of the Property or the Conservation Easements. Nothing in this Paragraph 8 shall be deemed to prohibit Seller from making its usual and customary uses of the Property during the term of this Agreement, including all current uses and activities related to those current uses, nor shall it be deemed to prohibit any acts that are required to be taken pursuant to applicable law due to Seller's nature as a school district.

**10. Seller's Representations.** Seller makes the following representations and warranties:

(a) Subject to school board approval, Seller has full power and authority to enter into this Agreement and, at closing, will have full power and authority to sell, transfer and convey the Conservation Easement to Buyer or Buyer's designee in accordance with this Agreement.

(b) Within Seller's knowledge, as of the date of this Agreement, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against Seller, the Property, or any portion thereof, which could affect Seller's title to the Property or the value of the Conservation Easements or the Property.

(c) Within Seller's knowledge, as of the date of this Agreement, there are no:

(i) Intended public improvements or private rights, which will result in the creation of any liens upon the Property or any portion thereof;

(ii) Uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property or any portion thereof;

(iii) Actual or impending mechanics liens against the Property or any portion thereof;

(iv) Notices or other information received by Seller relating to the Property giving Seller reason to believe that any conditions existing on either the Property or in the vicinity of the Property or in ground or surface waters associated with the Property may subject the owner of the Property to potential liabilities under environmental laws;

(v) There is no option or right of first refusal which affects any portion of the Property.

(d) Within Seller's actual knowledge without duty of investigation, as of the date of this Agreement, there is no condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and there has been no production, use, treatment, storage, transportation, or disposal of any hazardous substance on the Property nor any release of any hazardous substance, pollutant or contaminant into, upon or over the Property or into or upon ground or surface water at the Property;

(e) Neither the grant nor the exercise of the Option will constitute a breach or default under any agreement to which Seller is bound and/or to which the Property is subject;

(f) If the Property or any portion thereof is subject to a mortgage securing a monetary obligation and if Buyer exercises the Option to acquire the Conservation Easements over all or a portion of the Property which is subject to such mortgage or other monetary lien, then Seller will either cause the interest to be subordinated to the Conservation Easements or release the monetary obligation and cause the mortgage to be discharged and removed as an exception to title at closing.

Each of the above representations and warranties is material and is relied upon by Buyer. Each of the above representations shall be deemed to have been made as of the date of closing; provided, however, that if, before the close of escrow, Seller discovers any information or facts that would materially change the foregoing representations and warranties, Seller shall promptly give notice to Buyer of those facts and information. If any of the foregoing representations and warranties cease to be true after the exercise of the Option but before the close of escrow, Seller shall have the option either to (1) remedy the problem before the close of escrow, to Buyer's reasonable satisfaction or (2) credit to Buyer at the close of escrow the amount reasonably required to remedy the problem. If the problem is not remedied before close of escrow and cannot be remedied by payment of money, then Buyer may elect, as its sole and exclusive remedy, to either (a) terminate this Agreement in which case Seller shall have no further obligations under this Agreement and Buyer shall have no obligation to purchase any Conservation Easement, or (b) waive the problem and proceed to closing.

**11. Remedies Upon Default.** In the event Seller defaults in the performance of any of Seller's obligations due under this Agreement, Buyer shall, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance against Seller provided suit is brought in a timely manner, but in no event more than sixty (60) days from the date of the Seller default. In the event Buyer defaults in the performance of any of its obligations under this Agreement, Seller shall have the right to recover damages for breach of contract or any other remedy provided in this Agreement or by law or equity.

**12. Right to Inspect the Property.** During the term of this Agreement, Buyer, through its employees and agents, may enter upon the Property for the purpose of making inspections and investigations as Buyer deems appropriate, including, without limitation, making an environmental assessment of the soils, waters and timber on the Property ("**Inspections**"). All such Inspections shall be at Buyer's sole expense. Buyer shall notify Seller in writing at least 2 days in advance if it intends to conduct any such Inspection, and any such notice shall provide the date and time for each entry, the nature of Inspection to be conducted, the name of the entity and personnel who will be conducting the Inspection, the general location of the Inspection, and any potential disturbance to the Property anticipated by the Inspection. Inspections shall comply with all applicable federal, state and local statutes, regulations and ordinances, and Seller will have a right to have a representative present to observe any Inspections. Buyer shall indemnify and hold Seller harmless from and against any damage, claims, suits, demands, finds, obligations, liabilities, costs, expenses, or losses caused by or arising out of such Inspections. Further, Buyer will be solely responsible for the safety of its personnel, employees, agents, contractors, consultants and subcontractors entering the Property in connection with an Inspection, and Buyer will meet all of Seller's Certificate of Insurance

Requirement, attached as Exhibit C hereto. Buyer shall provide to Seller, upon Seller's request, a copy of any raw data, results, reports, recommendations, and all other images, documents or materials generated and made available to Buyer as a result of any Inspection of the Property by Buyer or by a consultant or agent of Buyer. Buyer will be responsible for restoring the Property to its condition prior to the Inspection at Buyer's sole cost and expense (which obligation shall survive the expiration or earlier termination of this Agreement).

Should the Buyer determine, in its reasonable discretion, based on its investigation of the Property, that the environmental conditions on the Property are incompatible with the purpose and intent of a Conservation Easement, Buyer shall so notify Seller and Seller shall have the option to either (a) use reasonable efforts to remove such unacceptable environmental conditions by close of escrow, or (b) credit Buyer at closing with an amount reasonably necessary to remove or remediate the unacceptable condition. If the condition cannot be removed or remediated, or if the cost of removal or remediation is, in Seller's reasonable opinion, excessively or prohibitively expensive, then Buyer shall have no obligation to purchase the Conservation Easements, and either Buyer or Seller may instead elect to terminate this Agreement, provided, however, that in any event, Buyer may elect to waive the problem and proceed to closing without requiring removal, remediation or a credit at closing.

**13. Risk of Loss.** All risk of loss to the Property shall remain with Seller until the close of escrow. In the event the Property is destroyed or damaged after Buyer has exercised the Option and prior to close of escrow, Buyer may rescind this Agreement.

**14. Prorations and Fees.** Real property taxes on the Property, if any, shall remain the responsibility of Seller. The escrow fee shall be divided equally between the parties. Seller shall pay for the title insurance policy as specified hereinabove. Buyer shall pay the recording fees. Other closing costs and fees shall be allocated and paid in accordance with the usual and customary practices in King County.

**15. Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by email, personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. Notwithstanding the foregoing, notices of default shall not be given solely via email. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by email, hand, courier service or Express Mail, shall be deemed given when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.

**16. Legal Costs.** If any legal action is brought by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

**17. No Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement, other than an Appraiser, if applicable. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party against whom the claim is asserted will indemnify and hold the other party harmless from said claim.

18. **Time of the Essence.** Time is of the essence of this Agreement.

19. **Consent Required for Assignment; Binding on Successors.** Buyer shall not assign this Agreement, or any of Buyer's rights or obligations under this Agreement, without first obtaining Seller's written consent, which may be given, conditioned or withheld in Seller's sole and absolute discretion; any purported assignment in violation of the foregoing shall, at Seller's election, be void. This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, permitted assigns, and other successors in interest.

20. **Additional Documents.** Seller and Buyer agree to execute such additional documents, including escrow instructions, the easements, etc., as may be reasonable and necessary to carry out the provisions of this Agreement.

21. **Modification; Waiver.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

22. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement. Neither Party shall record this Agreement or memorandum thereof.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

24. **Confidentiality.** The parties hereto agree that the terms of this Agreement, including but not limited to the Easement Purchase Price, shall remain confidential, and that, unless compelled by law, copies of this Agreement shall not be provided to anyone other than the parties or their respective attorneys, employees or representatives without the consent of the parties hereto. Notwithstanding the foregoing, Seller is subject to public disclosure laws and this Agreement or terms thereof may be disclosed as required by applicable law; provided however that the Parties shall act within the provisions of RCW 42.56.260. If the Conservation Easements are purchased in two phases, this provision applies for each of Phase 1 and Phase 2.

**IN WITNESS** of the foregoing provisions the parties have signed this Agreement below:

[Signatures on following page]

**SELLER:**

**HIGHLINE SCHOOL DISTRICT # 401, a**  
Washington school district

\_\_\_\_\_

By:

Title:

\_\_\_\_\_

By:

Title:

Date: \_\_\_\_\_

**BUYER:**

**THE TRUST FOR PUBLIC LAND, a**  
California nonprofit public benefit corporation

\_\_\_\_\_

By: Thomas E. Tyner

Its: Legal Director

Date: \_\_\_\_\_

**EXHIBIT A**  
(Legal Description)

That real property located in King County, Washington consisting of the following Assessor Parcels:

2423089021  
2423089006  
2423089003  
2423089004  
2423089009  
2423089011  
2423089010  
2423089020  
2423089013  
2423089012

(This Exhibit to  
be replaced by  
more detailed  
legal description  
upon issuance of  
a title  
commitment for  
the property).



**EXHIBIT B**  
**(Map of Property)**

**See Attached for Map**

## **EXHIBIT C**

### **School District Insurance Requirements**

## **Professional Services Agreement**

This Agreement is made as of the \_\_\_\_ day of January 2024, by and between Highline School District No. 401 ("Landowner") and The Trust for Public Land ("TPL", and together with the Landowner the "Parties").

WHEREAS, Landowner owns certain real property in King County, Washington (the "Property"), which is the subject of an Easement Option Agreement dated as of the same date as this Agreement between TPL and Landowner (the "Easement Option Agreement"), wherein Landowner has granted to TPL an option to purchase one or more conservation easements over the Property (the "Easement" or "Easements"), provided that Landowner has obtained definitive approval from its Board and certain other conditions required by Landowner are met; and

WHEREAS, Parties prefer that a single Easement covering the entire Property be funded and purchased in one phase and proceeding with a two-phase approach will be subject to the Landowner's approval as provided for in the Easement Option Agreement; and

WHEREAS, TPL is a nonprofit, charitable land conservation corporation experienced in accomplishing complex land conservation transactions and Landowner desires TPL's assistance in obtaining funding and resolving certain land use issues related to the effect of TPL's purchase of one or more Easements and planned conveyance of the Easement(s) to King County; and

WHEREAS, TPL believes that the acquisition of the Easement(s) over the Property or a portion thereof is a valuable conservation resource and is willing to provide the services described in this Agreement in accordance with the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises of the Parties and the mutual benefits to be derived hereunder, Landowner and TPL hereby agree as follows:

1. TPL will make a determined, good faith effort to accomplish the conditions necessary so that an Easement is acquired by TPL over all or a portion of the Property under the Easement Option Agreement in a manner that is mutually acceptable to Landowner, TPL, King County and such other government agencies, conservation organizations and third parties as may be involved in the acquisition of the Easements. While the Parties would prefer to acquire a single Easement covering the entire Property, TPL and Landowner acknowledge that the availability of funding to purchase an Easement over the entire Property may require two phases.

2. TPL will keep Landowner informed on a reasonable periodic basis of TPL's efforts toward obtaining the Easement(s). TPL's efforts will include, but are not limited to, contacting appropriate government personnel responsible for land conservation projects in King County to discuss various methods of accomplishing the conditions required to enable eventual acquisition of the Easements as described above. Except as otherwise provided above, TPL reserves the sole and exclusive right to determine the form and extent of its efforts, and TPL makes no warranty or representation whatsoever that its efforts will result in the acquisition of an Easements by TPL or conveyance of the Easements to King County or other governmental entities.

3. (a) Landowner agrees to pay to TPL a Professional Services Fee upon the acquisition of an Easement by TPL or by another entity directly or indirectly through TPL's efforts under the Easement Option Agreement, including any modifications and extensions thereof. TPL's Professional Services Fee shall be in the amount of 8% (eight percent) of the Easement Purchase Price for any Easement TPL acquires from Landowner under the Easement Option Agreement.

(b) TPL's Professional Services Fee shall be payable only if TPL or TPL's assignee or designee actually acquires one or more Easements. If the Easement Option Agreement terminates before TPL or TPL's assignee or designee acquires any Easement, then this Agreement shall also terminate and no Professional Services Fee shall be payable.

(c) If TPL determines, in its sole discretion, that satisfaction of the conditions necessary for the acquisition of the Easements by TPL is unlikely to occur, TPL may terminate this Agreement by written notice to Landowner, in which case Landowner shall have no obligation to pay TPL's Professional Services Fee.

4. The parties acknowledge that the payment of the Professional Services Fee to TPL described in this Agreement constitutes payment for professional conservation project services and is not a payment for brokerage services. The parties further acknowledge that TPL's services are provided to achieve a public land conservation purpose and are not legal services provided to or for Landowner.

5. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

6. In the event of any litigation, including appellate proceedings, arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party.

7. Time is of the essence of this Agreement. The parties agree that the terms of this Agreement shall remain confidential and shall not be disclosed to any other person or entity without the consent of both parties, except as may be required by applicable laws or regulations, or to enforce rights or defend claims or audits.

**Highline School District N. 401**

**The Trust for Public Land**

By:\_\_\_\_\_

By\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_










# Resolution 01-24\_Surplus and Sale of Conservation Easements at Waskowitz Outdoor Education Center


Final Audit Report

2024-01-25

Created:	2024-01-22 (Pacific Standard Time)
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-  Document emailed to Stephanie Tidholm (stephanie.tidholm@highlineschools.org) for signature  
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 Agreement completed.

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