



Highline Public Schools Board Action Report

DATE: June 28, 2024

FROM: Dr. Ivan Duran, Superintendent

LEAD STAFF: Jackie Bryan, Chief Financial Officer, and Ellie Daneshnia, Executive Director of Capital Planning and Construction

For Introduction: July 10, 2024 For Action: July 10, 2024

I. TITLE Tye High School Replacement Project – Grant of Easement – Puget Sound Energy

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 land.

III. BACKGROUND INFORMATION

As part of the construction of the Tye High School Replacement Project and the right-of-way improvements along S 188th St, the installation of main power services is required to operate the new buildings. Puget Sound Energy (PSE) requires a 10-foot easement centered over the new electric line servicing the new school building. This easement also includes a five-foot perimeter around the exterior surface of all ground-mounted vaults and transformers, whether currently constructed, to be constructed, extended, or relocated within the described property in the attached legal description of the easement document.

This issue is being introduced as a request and action item on the same day because the district received the easement on June 28th with a note stating that any delay in approving the easement will postpone the PSE work with the new Tye High School. Due to the limited number of board meetings in the summer, we are seeking approval on July 10 to ensure that permanent power is installed at the school on time.

IV. RECOMMENDED MOTION

I move that the Highline School Board grant the easements to PSE for the Tye High School Replacement Project.

V. FISCAL IMPACT/REVENUE SOURCE

There is no Fiscal impact to this action. The costs associated with the easements are included in the overall construction budget for Tye High School Replacement Project

The revenue source for this motion is 2022 Capital Bond Funds.

Expenditure: One-time Annual

VI. APPLICABLE POLICY(S)

This action is in compliance with the following:

Board Policy 6801, Capital Assets and Small and Attractive Items

VII. ALTERNATIVES

Failure to grant the easements will prevent PSE from providing new electric service to the Tyee High School Replacement Project

VIII. COMMUNITY ENGAGEMENT

Community Engagement Required: Yes No

N/A

IX. ATTACHMENTS

Puget Sound Energy - Easement – Tyee High School (*Section “a. Overhead facilities” added at the top of page 2 of the attachment.*)

RETURN ADDRESS:

**Puget Sound Energy, Inc.
Attn: ROW Department
PO Box 97034 / EST-06W
Bellevue, WA 98009-9734
Attn: FD**



EASEMENT

REFERENCE #:
GRANTOR (Owner): **HIGHLINE SCHOOL DISTRICT 401**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **A portion of the SE ¼ of Section 34, Township 23N, Range 4E, King County, WA**
ASSESSOR'S PROPERTY TAX PARCEL: **342304-9044**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **HIGHLINE SCHOOL DISTRICT 401** ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property (the "Property" herein) in King County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

EASEMENT AREA 1:

AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

EASEMENT AREA 2:

AN EASEMENT OVER THE ABOVE DESCRIBED PROPERTY FOR VAULTS, PEDESTALS AND RELATED FACILITIES ("VAULT EASEMENT") ADJACENT TO EASEMENT AREA NO. 1. ALL AREAS LOCATED WITHIN A 5 FOOT PERIMETER OF THE EXTERIOR SURFACE OF ALL GROUND MOUNTED VAULTS AND TRANSFORMERS. AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL.

- 1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Access. PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

3. Easement Area Clearing and Maintenance. PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

4. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's reasonable judgment cause damage to PSE's systems and/or present a hazard to the general public health, safety or welfare as defined in RCW 64.12.035. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

5. Restoration. Following the initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

6. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

7. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner, its employees, agents or contractors or the negligence of third parties.

8. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

9. Successors and Assigns. This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

10. Complete Agreement; Amendment; Counterparts. This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

11. Warranty and Representation of Authority. The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

12. Severability. Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

13. Non-Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this _____ day of _____, 20_____.

OWNER: **HIGHLINE SCHOOL DISTRICT 401**

By: _____
(Signature)

By: _____
(Printed Name)

Its: _____
(Title)

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this _____ day of _____, 20_____, 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 person(s) who signed as _____, of **HIGHLINE SCHOOL DISTRICT 401**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at _____

My Appointment Expires: _____

Notary seal, text and all notations must be inside 1" margins

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 342304-9044

THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 1418.05 FEET WEST AND 680 FEET SOUTH OF THE EAST QUARTER CORNER OF SAID SECTION 34, THENCE SOUTH 610 FEET;
THENCE WEST TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 34;
THENCE NORTH 01°33'00" EAST ALONG THE WESTERLY LINE THEREOF 610 FEET;
THENCE SOUTH 89°43'30" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID SUBDIVISION, TO THE POINT OF BEGINNING;

TOGETHER WITH THE SOUTH ONE-HALF OF VACATED 186TH STREET ADJOINING;

AND THAT PORTION OF THE NORTH ONE-HALF OF VACATED 186TH STREET, ADJOINING LOCATED WITHIN THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 1,418.05 FEET WEST AND 660 FEET SOUTH OF THE EAST QUARTER CORNER OF SAID SECTION 34;
THENCE WEST 330 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 20 FEET;
THENCE WEST 330 FEET;
THENCE SOUTH 20 FEET;
THENCE EAST 330 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT COUNTY ROADS; AND
EXCEPT STATE HIGHWAY.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.