



Special Session of the Board of Directors

Zoom

<https://steilacoom-k12-wa-us.zoom.us/j/86967470899>

or call 253-215-8782 and enter Webinar ID: 869 6747 0899

Wednesday, November 6, 2024 12:00 PM

I. CALL TO ORDER

(Action)

- A. Pledge of Allegiance
- B. Roll Call
- C. Agenda Review
- D. Approval of Agenda

II. COMMENTS FROM THE AUDIENCE

(Information)

III. NEW BUSINESS - Sanitary Sewer Easement on McNeil Street Property

(Action)

Presenter: Shawn Lewis

[Sanitary Sewer Easement on McNeil Street Property.pdf \(p. 2\)](#)

IV. ADJOURNMENT

(Action)

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1 BOARD OF DIRECTORS

Board Meeting Date: November 6, 2024

Strategic Focus Area

- Achieve
- Support
- Connect
- Plan

BACKGROUND INFORMATION

As part of the masterplan development approval process, the District and Careage worked together to ensure the District's property on McNeil Street has access to stormwater retention areas located on other parcels, and adjacent property owners would have reasonable access to necessary utility services.

Careage is closing on an adjacent parcel and the new owner would like the easement for sanitary sewer approved prior to the sale. This easement is for a sanitary sewer line that extends through what will be the playfield and a portion of the parking lot. The easement is to the County and would require the District to seek approval for any construction that would interfere with the County's access to the easement area.

The placement of the line was reviewed by the engineer and architect firms the District worked with during the conceptual design phase for the elementary school. It was determined that the placement would not impact the District's future construction or sitework.

RECOMMENDED ACTION:

I move approval of the McNeil Street Sanitary Sewer easement to Pierce County and authorize the Superintendent to sign all necessary documents to allow for the recording of the easement.

Report prepared by:
Shawn Lewis, Assistant Superintendent



October 21, 2024

Job No. 24-3509

LEGAL DESCRIPTION SANITARY SEWER EASEMENT

A strip of land situate in the Northeast quarter of the Northeast quarter of Section 34, Township 19 North, Range 1 East of the Willamette Meridian being a portion of Lot A of the City of Dupont Boundary Line Adjustment No. PLNG 2022-002 recorded April 28, 2022 under Recording No. 202204285004, said strip being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot A; thence South $63^{\circ}42'37''$ East 318.86 feet along the Southwesterly line of said Lot A to the **POINT OF BEGINNING** of this description and easement;

thence, leaving said Southwesterly line, North $26^{\circ}17'23''$ East 407.28 feet;

thence North $63^{\circ}42'35''$ West 5.00 feet;

thence North $26^{\circ}17'23''$ East 150.12 feet to a point on the Southerly right of way line of McNeil Street;

thence South $62^{\circ}45'16''$ East 30.00 feet along said Southerly right of way line;

thence, leaving said right of way line, South $26^{\circ}17'23''$ West 149.62 feet;

thence North $63^{\circ}42'37''$ West 5.00 feet;

thence South $26^{\circ}17'23''$ West 407.28 feet to a point on the Southwesterly line of said Lot A;

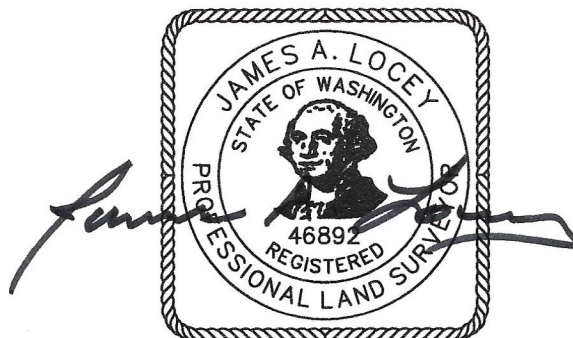
thence North $63^{\circ}42'37''$ West 20.00 feet along said Southwesterly line to the point of beginning.

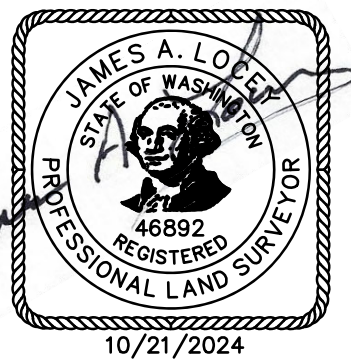
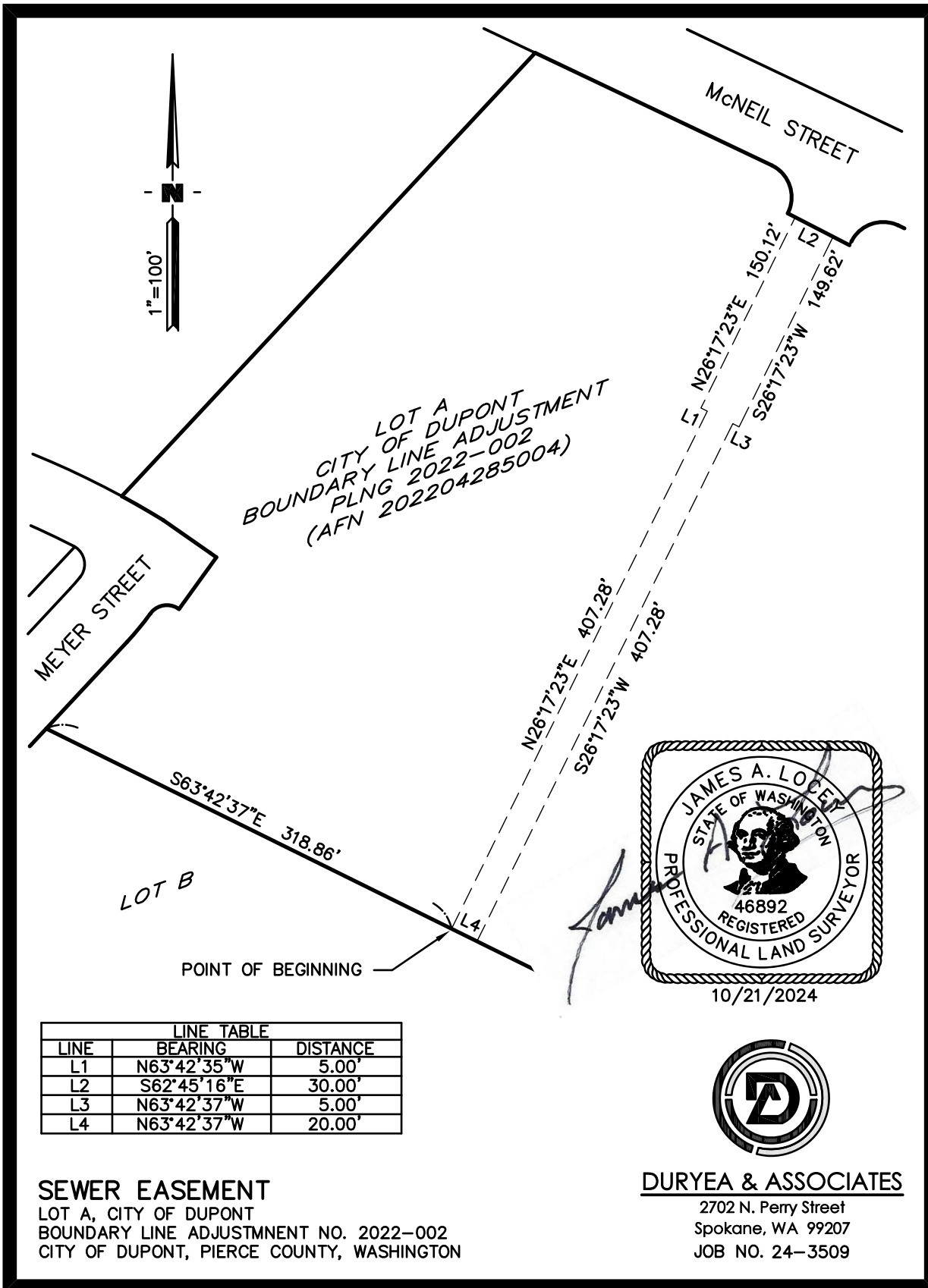
Prepared by:

James A. Locey

PLS 46892

Expires: 12/19/2024





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N63°42'35"W	5.00'
L2	S62°45'16"E	30.00'
L3	N63°42'37"W	5.00'
L4	N63°42'37"W	20.00'

SEWER EASEMENT
 LOT A, CITY OF DUPONT
 BOUNDARY LINE ADJUSTMENT NO. 2022-002
 CITY OF DUPONT, PIERCE COUNTY, WASHINGTON



DURYEA & ASSOCIATES
 2702 N. Perry Street
 Spokane, WA 99207
 JOB NO. 24-3509

After Recording Return To:

Affinity at Dupont, LLC
Attn: Dan Cronin
120 W. Cataldo Avenue
Spokane, WA 99201

STORMWATER LINE EASEMENT AGREEMENT

This STORMWATER LINE EASEMENT AGREEMENT (“Agreement”) is entered into on this ___ day of November, 2024, by and between Affinity at Dupont, LLC, a Washington limited liability company (“Grantor”) and Steilacoom Historical School District No. 1 (“Grantee”). Grantor and Grantee may be collectively referred to as the “Parties” and individually referred to as a “Party” in this Agreement.

RECITALS:

WHEREAS, Grantor owns the real property identified and legally described on **Exhibit 1** hereto (hereinafter “Lot 1”);

WHEREAS, Grantee owns the real property identified and legally described on **Exhibit 2** hereto (hereinafter “Lot A”), which is adjacent to Lot 1;

WHEREAS, Grantor desires to grant and Grantee desires to obtain an approximately ten (10) foot wide easement for the construction, installation, maintenance, repair, and operation of stormwater line over and across Lot 1 (the “Easement”); and

WHEREAS, the Parties each desire and intend the Easement to be subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals, and in further consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the Parties mutually covenant and agree as follows:

AGREEMENT:

1. Recitals. All of the recitals above are incorporated by reference as though fully set forth in this Agreement.

2. Easement Area. The area subject to the Easement set forth in this Agreement is the approximately ten (10) foot wide area legally described and depicted in **Exhibit 3** attached hereto (hereinafter the "Easement Area").

3. Stormwater Line Easement. Grantor hereby grants to Grantee, and Grantee's successors, assigns, agents, employees, tenants and invitees, a non-exclusive perpetual easement to construct, install, maintain, repair, and operate the privately maintained stormwater line to be constructed and installed on the Easement Area (the "Stormwater Line"), together with the right of ingress and egress over Lot 1 as necessary to accomplish the same.

4. Construction of the Stormwater Line. Grantor shall construct the Stormwater Line in a good and workmanlike manner in accordance with the permitted construction documents at its sole cost and expense.

5. Maintenance of Stormwater Facilities. Each Party shall refrain from causing any damage to the Stormwater Line, other than ordinary wear and tear consistent with the use and rights granted herein, and each Party shall immediately repair any damage caused by such Party (or its successors, assigns, agents, employees, tenants and invitees), at such party's sole cost and expense. Grantor shall be solely responsible for maintaining the Stormwater Line in a good and operable condition; provided, however, that Grantee shall be responsible for fifty percent (50%) of the on-going costs to maintain the Stormwater Line in a good and operable condition so that both Parties may obtain the benefits of the Stormwater Line and rights granted under the terms of this Agreement. Such cost to be shared and reimbursed to Grantor shall include, but not be limited to, inspecting, maintaining and repairing the Stormwater Line (hereinafter "Stormwater Line Maintenance Costs"). Grantee shall reimburse Grantor for its share of said Stormwater Line Maintenance Costs within thirty (30) days after receipt of a billing. If Grantee fails to pay any sum owed to Grantor within fifteen (15) days after such sum is due, Grantor may impose a late charge equal to ten percent (10%) of the sum due. Additionally, if Grantee fails to pay any sum owed to Grantor within thirty (30) days after such sum is due, the unpaid sum (including any late charge) owed by Grantee will thereafter bear interest at a rate of twelve percent (12%) per annum until paid.

6. Property Taxes. Grantor shall continue to be responsible for and pay (or cause to be paid) all taxes, including, without limitation, real estate taxes and special assessments, applicable to Lot 1, regardless of the Easement and interests granted or created by this Agreement.

7. Indemnification. Each Party (and each of their successors and assigns) shall indemnify, defend and hold the other Party (and the other party's successors and

assigns) harmless from and against all claims, damages, losses and expenses, including reasonable attorney fees and costs, arising out of or resulting from that party's (or such party's tenants, subtenants, contractors, vendors or other invitees) use of the Easement or rights granted herein.

8. General Provisions.

8.1 Entire Agreement. This Agreement (including the attached Exhibits) constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may only be modified or amended by a written instrument executed by both Parties.

8.2 Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

8.3 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent of the law.

8.4 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

8.5 Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the owners of Lot 1 and Lot A, and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

8.6 Recording. This Agreement shall be recorded in the records of Pierce County, Washington.

8.7 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction and venue will be Pierce County for any dispute relating to the Easement, the Easement Area or any other dispute relating to or arising under this Agreement.

8.8 Remedies. In addition to all other remedies allowed by law or equity, the parties, and their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this Agreement.

8.9 Attorney's Fees. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of any alleged breach, dispute

or default in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in that action or proceeding (or any appeal thereof), in addition to any other relief to which it is entitled.

8.10 No Partnership/Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between or among the Parties. Each Party shall be considered a separate party, and neither Party shall have the right to act as an agent for another Party, unless expressly authorized to do so in this Agreement.

8.11 Breach. It is expressly agreed that no breach of this Agreement shall entitle any Party to unilaterally cancel, rescind or otherwise terminate this Agreement or the property rights granted herein. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law or equity by reason of any such breach, including any Party's right to seek judicial termination or rescission.

8.12 Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

EXHIBIT 1

Legal Description of Lot 1

Lot 1 City of Dupont Short Plat File No. PLNG 2024-006, recorded under recording number 202410185001, records of Pierce County, Washington.

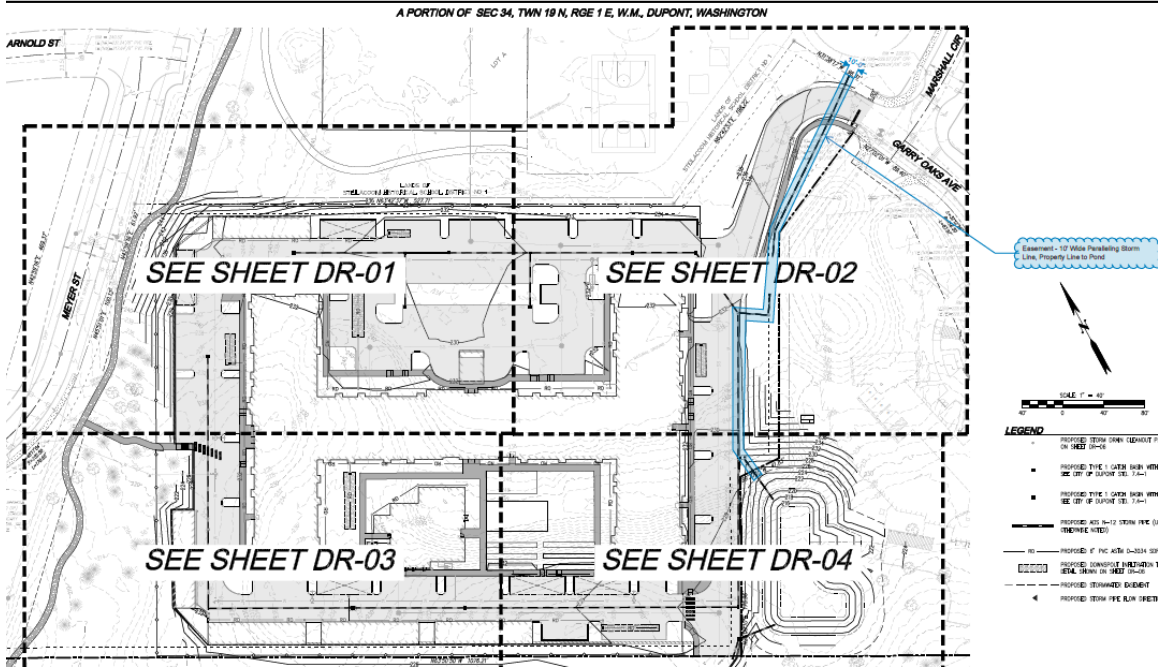
EXHIBIT 2

Legal Description of Lot A

Lot A City of Dupont Boundary Line Adjustment File No. PLNG 2022-002, recorded under recording number 202204285004, records of Pierce County, Washington.

EXHIBIT 3

Legal Description and Depiction of Easement Area [To be replaced with legal description and drawing provided by Surveyor]



After Recording Return To:

Affinity at Dupont, LLC
Attn: Dan Cronin
120 W. Cataldo Avenue
Spokane, WA 99201

**STORMWATER FACILITIES EASEMENT AND MAINTENANCE
AGREEMENT**

This STORMWATER FACILITIES EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”) is entered into on this ___ day of November, 2024, by and among AFFINITY AT DUPONT, LLC, a Washington limited liability company (“Affinity”), STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1 (“School”), Patriot’s Landing Investment I, LLC, a Washington limited liability company (“Grantor”). Affinity, School, and Grantor may be collectively referred to as the “Parties” and individually referred to as a “Party” in this Agreement.

RECITALS:

WHEREAS, Affinity owns the real property identified and legally described on **Exhibit 1** hereto (hereinafter the “Lot 1”).

WHEREAS, School owns the real property identified and legally described on **Exhibit 2** hereto (hereinafter the “Lot A”).

WHEREAS, Grantor owns the real property identified and legally described on **Exhibit 3** hereto (hereinafter the “Lot 2” and “Lot 3”, respectively).

WHEREAS, the Grantor desires to grant each of the other Parties an easement for the shared Stormwater Facilities (defined below) that will be installed on Lot 3 to service Lot 1, Lot A, Lot 2, and Lot 3 (the “Easement”), including the maintenance and cost sharing associated with the Stormwater Facilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT:

1. Recitals. All of the recitals above are incorporated by reference as though fully set forth in this Agreement.

2. Easement Area. The area subject to the Easement set forth in this Agreement legally described and depicted in **Exhibit 4** attached hereto (hereinafter the “Easement Area”).

3. Stormwater Facilities Easement. Grantor hereby grants to the other Parties, and their respective successors, assigns, agents, employees, tenants and invitees, a non-exclusive perpetual easement to construct, install, maintain and repair the privately maintained stormwater drainage and detention facilities, including, but not limited to, the pipes, swales, tanks, vaults, ponds and other engineered structures to be constructed and installed on the Easement Area to manage and/or treat stormwater from Lot 1, Lot A, Lot 2, and Lot 3 (the “Stormwater Facilities”), together with the right of ingress and egress over Lot 3 and the right to use those areas adjacent to the Easement Area as necessary for the purpose of enjoying the Easement.

4. Construction of Stormwater Facilities. Affinity shall construct the Stormwater Facilities in a good and workmanlike manner in accordance with the permitted construction documents at its sole cost and expense.

5. Maintenance of Stormwater Facilities. Each Party shall utilize the Easement and Stormwater Facilities in accordance with the AHJ approved drainage report including any pre-treatment requirements. In addition, each Party shall refrain from causing any damage to the Stormwater Facilities, other than ordinary wear and tear consistent with the use and rights granted herein, and each Party shall immediately repair any damage caused by such Party (or its successors, assigns, agents, employees, tenants and invitees), at such party’s sole cost and expense. The owner of Lot 3 shall be solely responsible for maintaining the Stormwater Facilities in a good and operable condition; provided, however, that the Parties shall be responsible for the on-going costs to maintain the Stormwater Facilities in a good and operable condition so that all Parties may obtain the benefits of the Stormwater Facilities and rights granted under the terms of this Agreement as follows:

Affinity:	27.67%
School:	35.89%
Owner of Lot 2:	24.37%
Owner of Lot 3:	12.07%

Such costs to be shared and reimbursed to the owner of Lot 3 shall include, but not be limited to, inspecting, maintaining and repairing the Stormwater Facilities

(hereinafter “Stormwater Facilities Maintenance Costs”). The Parties shall reimburse the owner of Lot 3 for their respective share of said Stormwater Facilities Maintenance Costs within thirty (30) days after receipt of a billing. If any Party fails to pay any sum owed to the owner of Lot 3 within fifteen (15) days after such sum is due, the owner of Lot 3 may impose a late charge equal to ten percent (10%) of the sum due. Additionally, if any Party fails to pay any sum owed to the owner of Lot 3 within thirty (30) days after such sum is due, the unpaid sum (including any late charge) owed by such Party will thereafter bear interest at a rate of twelve percent (12%) per annum until paid.

6. Property Taxes. The owner of Lot 3 shall continue to be responsible for and pay (or cause to be paid) all taxes, including, without limitation, real estate taxes and special assessments, applicable to Lot 3, regardless of the Stormwater Facilities easement and interests granted or created by this Agreement.

7. Indemnification. Each Party (and each of their successors and assigns) shall indemnify, defend and hold the other Parties (and the other party’s successors and assigns) harmless from and against all claims, damages, losses and expenses, including reasonable attorney fees and costs, arising out of or resulting from that Party’s (or such party’s tenants, subtenants, contractors, vendors or other invitees) use of the Easement or rights granted herein.

8. General Provisions.

8.1 Entire Agreement. This Agreement (including the attached Exhibits) constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may only be modified or amended by a written instrument executed by all Parties.

8.2 Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

8.3 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent of the law.

8.4 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

8.5 Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the owners of Lot 1, Lot A,

Lot 2, and Lot 3, and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

8.6 Recording. This Agreement shall be recorded in the records of Pierce County, Washington.

8.7 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction and venue will be Pierce County for any dispute relating to the Easement, the Easement Area or any other dispute relating to or arising under this Agreement.

8.8 Remedies. In addition to all other remedies allowed by law or equity, the Parties, and their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this Agreement.

8.9 Attorney's Fees. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of any alleged breach, dispute or default in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in that action or proceeding (or any appeal thereof), in addition to any other relief to which it is entitled.

8.10 No Partnership/Joint Venture. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between or among the Parties. Each party shall be considered a separate party, and neither party shall have the right to act as an agent for another party, unless expressly authorized to do so in this Agreement.

8.11 Breach. It is expressly agreed that no breach of this Agreement shall entitle any Party to unilaterally cancel, rescind or otherwise terminate this Agreement or the property rights granted herein. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law or equity by reason of any such breach, including any Party's right to seek judicial termination or rescission.

8.12 Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

EXHIBIT 1

Legal Description of Lot 1

Lot 1 City of Dupont Short Plat File No. PLNG 2024-006, recorded under recording number 202410185001, records of Pierce County, Washington.

EXHIBIT 2

Legal Description of Lot A

Lot A City of Dupont Boundary Line Adjustment File No. PLNG 2022-002, recorded under recording number 202204285004, records of Pierce County, Washington.

EXHIBIT 3

Legal Description of Lot 2 and Lot 3

Lot 2:

Lot 2 City of Dupont Short Plat File No. PLNG 2024-006, recorded under recording number 202410185001, records of Pierce County, Washington.

Lot 3:

Lot 3 City of Dupont Short Plat File No. PLNG 2024-006, recorded under recording number 202410185001, records of Pierce County, Washington.

After recording, return to:
Pierce County Planning and Public Works – Sewer Division
9850 64th Street West
University Place, WA 98467
Attention: Taran Bedi

GRANT OF PUBLIC SANITARY SEWER EASEMENT

GRANTOR: STEILACOOM HISTORICAL SCHOOL DISTRICT NO 1

GRANTEE: Pierce County

Abbreviated Legal Description: A strip of land situated in the Northeast quarter of the Northeast quarter of Section 34, Township 19 North, Range 1 East of the Willamette Meridian being a portion of Lot A of the City of Dupont Boundary Line Adjustment No. PLNG 2022-002 recorded April 28, 2022 under Recording No. 202204285004

Parcel Number: 0119341006

For and in consideration of mutual benefits and other good and valuable consideration, receipt of which is hereby acknowledged, the **Grantor**, STEILACOOM HISTORICAL SCHOOL DISTRICT NO 1, hereby grants and conveys to **Grantee**, Pierce County, a municipal corporation and political subdivision of the State of Washington, together with its officers, employees, agents, successors, assigns, permittees and its contractors, a non-exclusive perpetual easement with a right of immediate entry and continued 24-hour-a-day access for sewer-related purposes, including (but not limited to) the construction, operation, improvement, maintenance, and repair of a **sanitary sewer main and any appurtenances (including, but not limited to, manhole structures and privately owned or maintained sewer facilities)**, as now planned and as later altered or enlarged at the discretion of the grantee, over, under, through, and across the real property situate in Pierce County Washington, described in Exhibit A, and depicted (for illustrative purposes) in Exhibit B, herein incorporated by this reference. Grantor shall not erect any fence around or within the described easement area without gates allowing 24-hour-a-day access to Grantee’s employees, agents, and vehicles. Grantor also shall not alter the land within, construct anything within, or make any use of the easement area that would interfere with Grantee’s use of the easement (as determined by Grantee) without the prior written consent of Grantee. Upon Grantee’s request, Grantor will remove anything (including plants) within the easement area that was placed or installed after this easement is granted, with removal and restoration, if any, at Grantor expense.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed by its proper officer, member, partner, or other authorized representative this _____ day of _____, 20_____.

Grantor – STEILACOOM HISTORICAL SCHOOL DISTRICT NO 1
By: its authorized representative, _____

STATE OF WASHINGTON)
)SS
COUNTY OF PIERCE)

I, the undersigned, a NOTARY PUBLIC, do hereby certify that on this _____ day of _____ 20_____, that I know or have satisfactory evidence that Dr. Kathi Weight is the person who appeared before me, on oath stated that she was authorized to execute the above instrument and to bind the Steilacoom Historical School District No. 1 as the authorized representative of Steilacoom Historical School District No. 1, and on oath acknowledged that she signed the above instrument as the free and voluntary act and deed of herself and of the Steilacoom Historical School District No. 1 for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20_____.

Notary Public in and for the State of Washington,
residing in _____

Approved as to form only:

Accepted By:

Pierce County Deputy Prosecuting Attorney

Pierce County Planning and Public Works Director