

Advance Notice
March 11, 2021

**Easement to City of Issaquah for Middle School #6 Traffic Signal Equipment –
Kuper/Mullins**

**Action to be taken: I recommend the Board approve the request for an Easement to
City of Issaquah for Traffic Signal Equipment at Middle School #6.**

The easement is to provide access for installation, operation and maintenance of public infrastructure (“Traffic Signal Equipment Facilities”) located on the Middle School #6 site. Such easements are standard practice. Approval of the easement as presented is recommended.

Jake Kuper and Tom Mullins will be present to answer any questions the board may have regarding this recommendation.

Please scroll down to view documentation related to this request for easement (6 pages).

After recording return to:
Community Planning & Development Department
City of Issaquah
P.O. Box 1307
Issaquah, WA 98027

EASEMENT

IN CONSIDERATION of benefits to accrue to the Grantors herein by reason of the construction and establishment of a Traffic Signal Equipment Easement, the undersigned, Issaquah School District No. 411 ("Grantor"), hereby grants to the City of Issaquah, a municipal corporation ("Grantee"), a permanent easement for the installation, operation, and maintenance of public infrastructure ("Traffic Signal Equipment Facilities") over, across, through and below the following described property, and the further right to remove trees, bushes, undergrowth and other obstructions and interfering with the location, construction, and maintenance of said Traffic Signal Equipment facilities, Grantor property is legally described on the attached Exhibit A.

The easement and right-of-way hereby granted is located within the City of Issaquah, Washington, and is more particularly described as follows:

SEE EXHIBIT B

Grantee shall be responsible for and shall, at its own expense, undertake all maintenance, repair, replacement, improvement and upkeep of the Traffic Signal Equipment Facilities for public infrastructure purposes. Grantor shall not place any obstruction in the Easement Area or make any use of the Easement Area that would impair or unreasonably interfere with the rights granted to Grantee in this Agreement.

Grantee agrees to restore to substantially the original condition such improvements as are disturbed during the construction, maintenance, and repair of said Traffic Signal Equipment Facilities. All surface improvements shall require a permit approved by the City of Issaquah prior to installation. Grantee shall not be liable for damages or service interruption of surface improvements unless caused by gross negligence during construction, maintenance or operation of public improvements maintained by Grantee, including but not limited to public infrastructure.

The burdens of this Easement shall be binding upon the owner of the Easement Area and its successors and assigns as owner of the Easement Area and shall run as covenants with the land. The benefits of this Easement shall inure to the Grantor and the Grantee as provided herein.

DATED this _____ day of _____, 20_____.

GRANTOR:

By: _____
Its: _____

By: _____
Its: _____

GRANTEE:

CITY OF ISSAQUAH,
a municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT 'A'

GRANTOR PROPERTY LEGAL DESCRIPTION

Revised Parcel 17B, City of Issaquah Boundary Line Adjustment No. BLA03-004EV, recorded under Recording No. 20040526900004, records of King County, Washington.

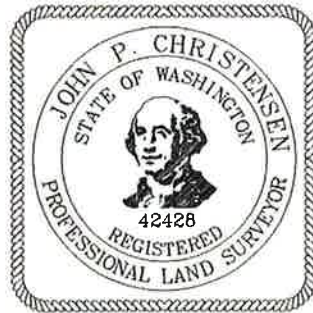


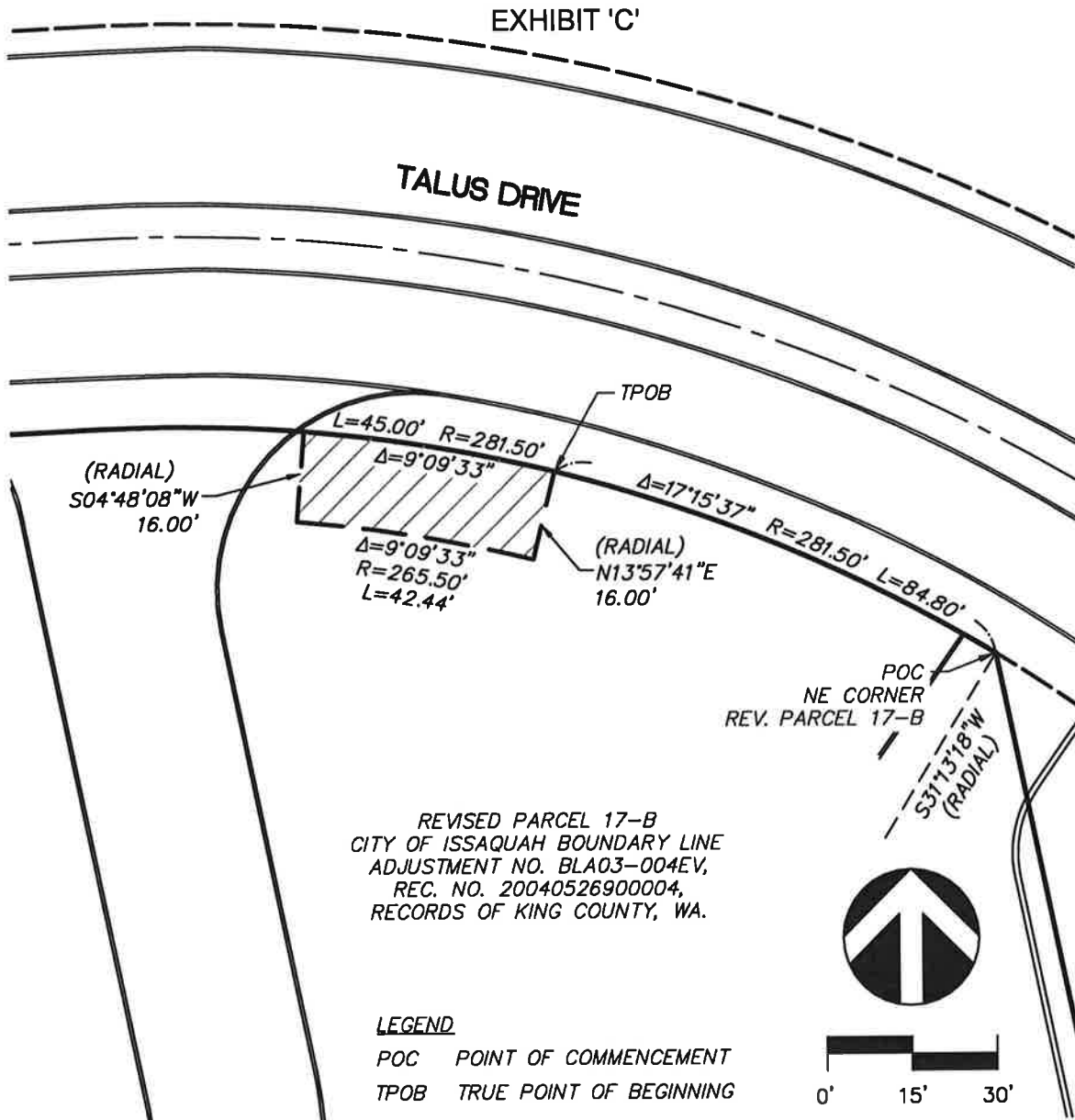
EXHIBIT 'B'

TRAFFIC EASEMENT LEGAL DESCRIPTION

That portion of Revised Parcel 17B, City of Issaquah Boundary Line Adjustment No. BLA03-004EV, recorded under Recording Number 20040526900004, in King County, Washington, described as follows:

Commencing at the northeast corner of said Revised Parcel 17-B;
Thence northwesterly along the northerly line thereof, along a curve to the left, the center of which bears South 31°13'18" West, having a radius of 281.50 and a central angle of 17°15'37", an arc length of 84.80 feet to the True Point of Beginning;
Thence continuing along said northerly line and said curve, having a central angle of 9°09'33", an arc length of 45.00 feet;
Thence radial to said curve, South 04°48'08" West, 16.00 feet;
Thence southeasterly along a non-tangent curve to the right, the center of which bears South 04°48'08" West, having a radius of 265.50 feet, through a central angle of 9°09'33", an arc length of 42.44 feet;
Thence North 13°57'41" East, 16.00 feet to the True Point of Beginning.





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.



**DAVID EVANS
AND ASSOCIATES INC.**

20300 Woodinville Snohomish Rd NE
Suite A - Woodinville, WA 98072
Phone: 425.415.2000

SV-ED3-Traf-ISDX0001.DWG