

Advance Notice  
March 11, 2021

**Middle School #6 - Easement to City of Issaquah for Waterline – Kuper/Mullins**

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

The easement is to provide access for the installation, operation and maintenance of public infrastructure (“Water Easement Facilities”) located on the Middle School #6 site. Such easements are standard practice and are required by all water service providers. 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.

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*Please scroll down to view documentation related to this Request for Easement (7 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 Water 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 ("Water Easement 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 Water Easement 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 Water Easement 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 Water Easement 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'

WATER 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, being a 15.00 wide strip of land, the center line of which is described as follows:

Commencing at the southwest corner of said parcel, thence along the west line thereof, North 02°14'57" East, 48.08 feet to the True Point of Beginning;  
Thence South 65°25'07" East, 67.97 feet;  
Thence South 87°55'11" East, 117.76 feet;  
Thence North 47°04'49" East, 49.25 feet to a point hereinafter referred to as Point 'A';  
Thence continuing North 47°04'49" East, 11.96 feet;  
Thence North 42°55'11" West, 58.06 feet;  
Thence North 30°38'21" West, 76.15 feet;  
Thence North 07°50'46" West, 33.93 feet to a point hereinafter referred to as Point 'B';  
Thence continuing North 07°50'46" West, 7.13 feet;  
Thence North 37°09'14" East, 317.84 feet to a point hereinafter referred to as Point 'C';  
Thence continuing North 37°09'14" East, 24.85 feet;  
Thence North 11°41'24" West, 372.82 feet to the north line of said parcel and the terminus of this centerline description.

Also beginning at Point 'A';  
Thence North 42°55'11" West, 19.33 feet to the terminus of this centerline description.

Also beginning at Point 'B';  
Thence North 82°08'53" East, 17.06 feet to the terminus of this centerline description.

Also beginning at Point 'C';  
Thence North 52°39'32" West, 16.97 feet to the terminus of this centerline description.



DAVID EVANS  
AND ASSOCIATES INC.

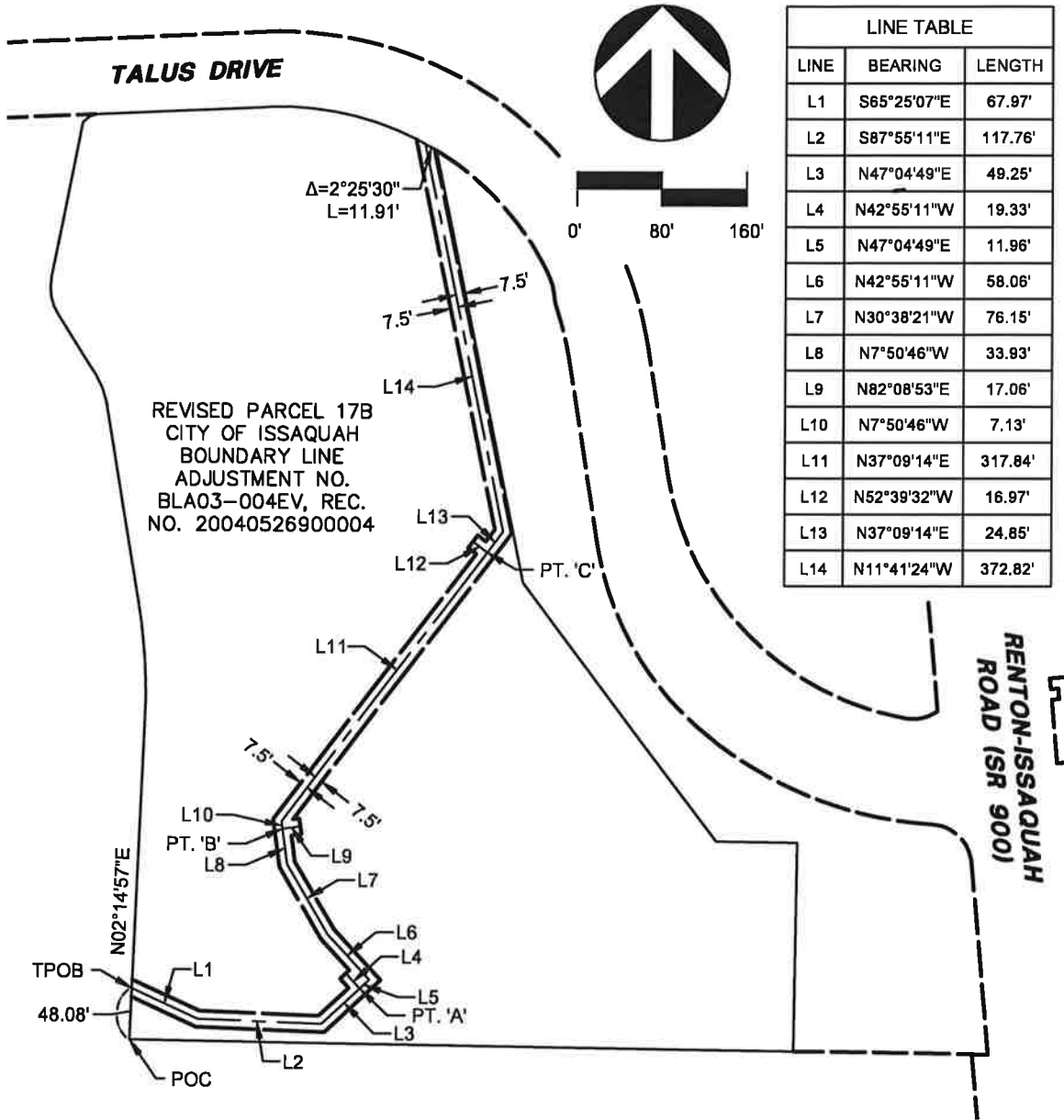
The side lines of this easement are to be lengthened or shortened to end at property lines of said Revised Parcel 17-B.





EXHIBIT 'C'  
WATER EASEMENT

JOB # ISDX00000001  
FEBRUARY 3, 2021



| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | BEARING     | LENGTH  |
| L1         | S65°25'07"E | 67.97'  |
| L2         | S87°55'11"E | 117.76' |
| L3         | N47°04'49"E | 49.25'  |
| L4         | N42°55'11"W | 19.33'  |
| L5         | N47°04'49"E | 11.96'  |
| L6         | N42°55'11"W | 58.06'  |
| L7         | N30°38'21"W | 76.15'  |
| L8         | N7°50'46"W  | 33.93'  |
| L9         | N82°08'53"E | 17.06'  |
| L10        | N7°50'46"W  | 7.13'   |
| L11        | N37°09'14"E | 317.84' |
| L12        | N52°39'32"W | 16.97'  |
| L13        | N37°09'14"E | 24.85'  |
| L14        | N11°41'24"W | 372.82' |

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

POC POINT OF COMMENCEMENT  
TPOB TRUE POINT OF BEGINNING

SV-ED1-Wtr-ISDX0001.dwg

