

Advance Notice
July 11, 2012

Easement to King County Water District No. 90 for Maywood Middle School Waterline - Crawford/Kuper

Action to be taken: I recommend the Board approve the request for an Easement to King County Water District 90 for a waterline at Maywood Middle School.

The easement is to provide access for maintenance and repair of the water main system located on the school site. A survey has been completed to locate the water mains and describes the easement as 7.5 feet on each side of the centerline of the water main. Such easements are standard practice and are required by all water service providers. Approval of the easement as presented is recommended.

Steve Crawford 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 (10 pages).

EASEMENT TRANSMITTAL

Easement No.: 24-23-5-2 Date: _____

District: King County Water District No. 90 Title Policy No.: **

Project: Maywood Middle School Drawing No.: Base map G-5

Names and Addresses of Parties Involved:

ISSAQUAH SCHOOL DIST #411
565 NW HOLLY STREET
ISSAQUAH WA 98027

Permanent Easement: _____ Square Feet \$ _____

Access Easement: _____ Square Feet \$ _____

Comments:


Three copies of the afore-mentioned easement/permit attached for signatures.

Recorded on Design Drawing By: IMM

Date: 11/11/2011

Recorded in Easement Book By: IMM

Date: 11/11/2011

Transmittal: ROTH HILL, LLC
By: 
Izabella Mirochnik

Filed for Record at
the request of:
KING COUNTY WATER DISTRICT NO. 90
15606 S.E. 128TH STREET
RENTON, WASHINGTON 98059

Easement No.: 24-23-5-2

Project: MAYWOOD MIDDLE SCHOOL

Tax Parcel ID#: 242305-9005

Grantor(s): ISSAQUAH SCHOOL DIST #411

565 NW HOLLY STREET

ISSAQUAH WA 98027

Grantee(s): KING COUNTY WATER DISTRICT NO. 90

AGREEMENT FOR EASEMENT

THIS INDENTURE, made this 26th day of June, 2012, by and between **KING COUNTY WATER DISTRICT NO. 90**, a municipal corporation of King County, Washington, hereinafter termed the "Grantee", and **ISSAQUAH SCHOOL DISTRICT #411**, hereinafter termed the "Grantors";

WITNESSETH

That the said Grantors for ONE DOLLAR (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by the Grantees, does by these presents convey, grant and warrant unto the Grantee a permanent easement for water mains and appurtenances under, through, above, and across the following described property situated in King County, Washington, together with all after acquired title of the Grantors therein, and more particularly described as follows:

PARCEL DESCRIPTION:

The Northeast quarter of the Northwest quarter of Section 24, Township 23 North, Range 5 East, W.M., in King County, Washington;
LESS the East 500 feet thereof;
LESS any portion thereof lying within the Plat of Renton Suburban Tracts Division No. 7, according to the plat thereof recorded in Volume 69 of Plats, pages 39 through 41, inclusive, records of King County, Washington;
LESS the North 215 feet thereof lying East of the West 30 feet

EASEMENT DESCRIPTION:

That portion of the above-described parcel further described as follows:

A fifteen-foot wide strip of land lying 7.50 feet on each side of the following described centerline:

Commencing at the Southeast corner of the above-described parcel of land;
Thence N 88°09'44" W 324.63 feet;
Thence N 01°50'16" E 69.56 feet to the True Point of Beginning and a point hereinafter referred to as Point "A";
Thence N 07°44'30" E 53.10 feet to a point hereinafter referred to as Point "B";
Thence continuing N 07°44'30" E 180.70 feet;
Thence N 77°21'56" E 142.35 feet to a point hereinafter referred to as Point "C";
Thence continuing N 77°21'56" E 19.22 feet;
Thence N 12°26'56" W 154.00 feet;
Thence N 66°14'44" W 44.17 feet;
Thence N 12°34'02" W 104.00 feet to a point hereinafter referred to as Point "D";
Thence continuing N 12°34'02" W 17.64 feet;
Thence N 10°30'00" E 5.06 feet to a point hereinafter referred to as Point "E";
Thence continuing N 10°30'00" E 17.98 feet;
Thence N 55°30'00" E 61.50 feet;
Thence N 10°30'00" E 54.00 feet;
Thence N 44°00'00" E 185.00 feet;
Thence N 89°00'00" E 41.55 feet, more or less, to the East line of said parcel and the terminus of this centerline description;

TOGETHER WITH a fifteen-foot wide strip of land lying 7.50 feet on each side of the following described centerline:

Beginning at the afore-mentioned Point "A";
Thence N 82°17'48" W 163.33 feet;
Thence S 52°42'12" W 12.00 feet;
Thence N 80°10'16" W 31.65 feet to a point hereinafter referred to as Point "F";
Thence continuing N 80°10'16" W 113.42 feet;
Thence N 40°44'57" W 25.28 feet;
Thence N 08°54'40" E 80.73 feet;
Thence N 54°08'40" E 28.64 feet;
Thence N 09°08'40" E 48.60 feet to a point hereinafter referred to as Point "H";
Thence continuing N 09°08'40" E 150.85 feet to a point hereinafter referred to as Point "I";
Thence N 05°24'41" E 91.10 feet to a point hereinafter referred to as Point "J";
Thence continuing N 05°24'41" E 149.23 feet;
Thence N 72°54'41" E 44.51 feet to a point hereinafter referred to as Point "K";
Thence continuing N 72°54'41" E 47.50 feet;
Thence S 76°15'18" E 249.96 feet, more or less, to the afore-mentioned Point "E" and the terminus of this centerline description;

TOGETHER WITH a fifteen-foot wide strip of land lying 7.50 feet on each side of the following described centerline:

Beginning at the afore-mentioned Point "I";
Thence N 86°49'54" W 64.78 feet to a point hereinafter referred to as Point "L";
Thence continuing N 86°49'54" W 12.95 feet;
Thence N 64°19'54" W 70.50 feet;
Thence N 86°58'51" W 46.46 feet, more or less, to the West line thereof and the terminus of this centerline description;

TOGETHER WITH a ten-foot wide strip of land lying 5.00 feet on each side of the following described centerline:

Beginning at the afore-mentioned Point "B";
Thence S 85°39'37" E 12.50 feet and the terminus of this centerline description;

TOGETHER WITH a ten-foot wide strip of land lying 5.00 feet on each side of the following described centerline:

Beginning at the afore-mentioned Point "C";
Thence N 12°38'40" W 16.74 feet and the terminus of this centerline

description;

TOGETHER WITH a ten-foot wide strip of land lying 5.00 feet on each side of the following described centerline:

Beginning at the afore-mentioned Point "D";
Thence N 74°25'43" E 17.04 feet and the terminus of this centerline description;

TOGETHER WITH a ten-foot wide strip of land lying 5.00 feet on each side of the following described centerline:

Beginning at the afore-mentioned Point "F";
Thence S 09°49'44" W 12.50 feet and the terminus of this centerline description;

TOGETHER WITH a fifteen-foot wide strip of land lying 7.50 feet on each side of the following described centerline:

Beginning at the afore-mentioned Point "H";
Thence N 80°21'19" W 33.00 feet;
Thence N 63°42'22" W 17.00 feet;
Thence N 78°31'28" W 8.11 feet and the terminus of this centerline description;

TOGETHER WITH a ten-foot wide strip of land lying 5.00 feet on each side of the following described centerline:

Beginning at the afore-mentioned Point "J";
Thence N 85°33'52" W 11.83 feet and the terminus of this centerline description;

TOGETHER WITH a 34.50 foot wide strip of land lying 12.50 feet on the West side and 22.00 feet on the East side of the following described centerline:

Beginning at the afore-mentioned Point "K";
Thence S 08°58'04" E 35.95 feet to a point hereinafter referred to as Point "N" and the terminus of this centerline description;

TOGETHER WITH a ten-foot wide strip of land lying 5.00 feet on each side of the following described centerline:

Beginning at the afore-mentioned Point "K";
Thence N 11°27'57" W 9.04 feet and the terminus of this centerline description;

TOGETHER WITH a 21.00 foot wide strip of land lying 5.00 feet on the West side and 16.00 feet on the East side of the following described centerline:

Beginning at the afore-mentioned Point "L";

Thence N 2°22'45" E 17.64 feet to a point hereinafter referred to as Point "M" and the terminus of this centerline description;

TOGETHER WITH a 10.00 foot wide strip of land lying 5.00 feet on each side of the following described centerline:

Beginning at the afore-mentioned Point "M";
Thence N 2°22'45" E 7.04 feet and the terminus of this centerline description;

TOGETHER WITH a 23.50 foot wide strip of land lying 1.50 feet on the West side and 22.00 feet on the East side of the following described centerline:

Beginning at the afore-mentioned Point "N";
Thence S 08°58'04" E 15.90 feet and the terminus of this centerline description.

The exterior margins of this easement are to be extended or shortened to intersect each other where applicable to maintain continuous described width and terminate at parcel boundary when centerlines terminate at parcel boundary.

The Grantor warrants that their title is free and clear of all encumbrances except:

no exceptions

(These blanks should be either filled in and initialed by the Grantor or x'd out completely)

If the property of the Grantors at the time of granting this easement is unplatted but is platted prior to the recording of this document, then the Grantors do hereby authorize the Grantee to add to this agreement the designation (volume and page, etc.) of such plat.

The Grantor acknowledges that part of the consideration being paid by the Grantee is for any and all damage resulting to or resulting hereafter from the possible interference of the natural flow of surface waters by Grantee's digging of pipe lines which may disturb the soil composition within said easement.

The Grantee shall have the right without prior institution of any suit of proceeding at law, at such time as may be necessary, to enter upon the easement for the purpose of constructing, repairing, altering or reconstructing said water mains, or making any connections herewith, without incurring any legal obligation or liability therefor, provided:

- (1) The Grantee, Water District No. 90, will restore Grantors property to a condition as good as or better than the premises were prior to entry by the Grantee, Water District No. 90;
- (2) The District will exercise its best efforts not to damage any private improvements on the easement herein, but if it does so, it shall repair and/or replace said improvements;
- (3) Restoration, replacement, and repair shall be completed within 90 days of the date of any entry by the District and said restoration, replacement, or repair will be of a quality and/or quantity that is comparable or better than existed prior to the Grantee's, District's, entry upon the easement.
- (4) The above set forth conditions shall apply not only to the initial construction but also to any re-entry by the Water District that becomes necessary for repair and maintenance of the water line on said easement.
- (5) Any damage and/or removal of any ornamental tree, shrub, fence, or rockery shall be replaced within the aforementioned 90 day period by the District.

The Grantor shall retain the right to use the surface easement if such use does not interfere with the installation, repairing, altering or reconstructing of the water main. PROVIDED, the Grantor shall not erect buildings or structures of a permanent nature on the easement during the existence of said easement.

The easement, during its existence, shall be a covenant running with the land and shall be binding on the successors, heirs, and assigns of both of the parties hereto.

Easement No.: 24-23-5-2

IN WITNESS WHEREOF, we have set our hands and seals this _____ day of _____, 2012.

ISSAQUAH SCHOOL DIST #411

STATE OF WASHINGTON)

COUNTY OF KING)^{SS}

On this _____ day of _____, 2012, before me personally appeared _____ and _____ to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Grantors, for the uses and purposes therein mentioned.

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

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My commission expires: _____

IN WITNESS WHEREOF, we have set our hands and seals this _____ day of _____, 2012.

ISSAQUAH SCHOOL DIST #411

President

Secretary

STATE OF WASHINGTON)
COUNTY OF KING)^{ss}

ON this _____ day of _____, _____, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the President and Secretary, respectively, of _____ and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2012.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My commission expires: _____

