

Advance Notice  
September 21, 2021

**Middle School #6 – Easement to City of Issaquah for Water Main – Kuper/Mullins**

**Action to be taken: I recommend the Board approve the request for an Easement to City of Issaquah for Partial Termination and Replacement of Water Main to City of Issaquah at Middle School #6.**

The easement is for the installation of the new water main. The old water main has been vacated and replaced with the new water main. A survey has been completed to locate the new water main. City of Issaquah shall operate and maintain the water main and appurtenances over, across and through the described easement. 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.

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*Please scroll down to view documentation related to this request for easement (11 pages).*

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

## PARTIAL TERMINATION AND REPLACEMENT OF EASEMENT

This PARTIAL TERMINATION AND REPLACEMENT OF EASEMENT ("Partial Termination and Replacement of Easement") is made this \_\_\_\_ day of \_\_\_, 2021, by and between Issaquah School District No. 401 ("Grantor"), a Washington municipal corporation, and the City of Issaquah, a Washington municipal corporation ("Grantee") (collectively, the "Parties").

### I. RECITALS

A. Grantor is the legal owner of certain real property located at 1929 NW Talus Drive, Issaquah, Washington 98027, in the City of Issaquah, County of King, State of Washington, as legally described and attached hereto in Exhibit A (Grantor Property); and

B. Grantor previously granted Grantee certain easement rights, benefiting Grantee and encumbering the real property legally described in Exhibit A with the easement described in Exhibit B ("**Former Easement Area Over Grantor Property**") contained as a portion of the Water Line Easement, recorded on October 11, 2006, under King County recording number 20061011001174 ("**Former Easement**"); and

C. The Parties now desire to terminate the Former Easement Area Over Grantor Property and execute a new easement, legally described in Exhibit C ("**New Easement Area**") that provides for new water main.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the Parties agree as follows:

### II. AGREEMENT

- Partial Termination of Former Easement.** The Parties hereby terminate the Former Easement Area Over Grantor Property and all rights, title, and interests conveyed in the Former Easement, such that the Former Easement no longer encumbers the Former Easement Area Over Grantor Property.
- Creation of New Easement.** Grantor hereby grants to Grantee a permanent easement ("**New Easement**") for the installation, operation, and maintenance of a water main and appurtenances over, across, through and below the property legally described on the attached Exhibit C, and the further right to remove trees, bushes, undergrowth and other obstructions and interfering with the location, construction, and maintenance of said water facilities. The intent of this New Easement is to replace the Former Easement Area Over Grantor Property.
- Maintenance of New Easement Area.** Grantee shall be responsible for and shall, at its own expense, undertake all maintenance, repair, replacement, improvement, and upkeep of the Water Facilities located in the New Easement Area for public infrastructure purposes.

4. **Interference with Easement.** Grantor shall not place any obstruction in the New Easement Area or make any use of the New Easement Area that would impair or unreasonably interfere with the rights granted to Grantee in this Agreement.

5. **Restoration of New Easement Area.** Grantee agrees to restore to substantially the original condition such improvements as are disturbed during the construction, maintenance, and repair of said Water Facilities in or on the New Easement Area. 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.

6. **Covenants Running with the Land.** The burdens of this Partial Termination and Replacement of Easement shall run with the land and is binding upon and inures to the benefit of the owner(s) of Former Easement Area Over Grantor Property and New Easement Area, its successors, heirs, assigns, and personal representatives and all persons claiming by, through or under the Parties, and shall run as covenants with the land.

7. **Use of Terms.** All capitalized terms used and not otherwise defined in this Release shall have the same meaning as in the Former Easement.

8. **Counterparts.** This Partial Termination and Replacement of Easement may be executed in counterparts and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all signatory parties.

9. **Entire Agreement.** This Partial Termination and Replacement of Easement contains the entire agreement between the Parties with respect to this matter.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_, a \_\_\_\_\_, the \_\_\_\_\_ that executed the within instrument and acknowledged the said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said limited liability company.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

\_\_\_\_\_, residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

Print Name \_\_\_\_\_

STATE OF WASHINGTON )  
 )  
COUNTY OF KING ) SS.

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I certify that I know or have satisfactory evidence that \_\_\_\_\_, signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of the City to be the free and voluntary act and deed of the said City for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of

Washington, residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

Print Name \_\_\_\_\_

GRANTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

GRANTEE:

CITY OF ISSAQUAH,  
a municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT A

## GRANTOR PROPERTY

REVISED PARCEL 17-B, CITY OF ISSAQUAH BOUNDARY LINE ADJUSTMENT NO. BLA03-004EV, RECORDED UNDER RECORDING NUMBER 20040526900004, IN KING COUNTY, WASHINGTON;

SAID BOUNDARY LINE ADJUSTMENT BEING A SUBDIVISION OF PARCELS 17-A, 17-B, 17-C, AND 17-D, AND TRACT E, TALUS DIV. A, A MASTER PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 201 OF PLATS, PAGES 38 THROUGH 50, IN KING COUNTY, WASHINGTON, AND OF LOT 1 AND TRACT X OF CITY OF ISSAQUAH SHORT PLAT NUMBER SP04-001EV, RECORDED UNDER RECORDING NUMBER 20040519900001.

SITUATE IN THE CITY OF ISSAQUAH, COUNTY OF KING, STATE OF WASHINGTON.

# EXHIBIT C

## NEW EASEMENT AREA

AN EASEMENT FOR WATERLINE AND APPURTENANCES OVER, UNDER AND ACROSS THAT PORTION DESCRIBED AS FOLLOWS.

SAID EASEMENT BEING 15 FEET IN WIDTH AND HAVING 7.50 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF REVISED PARCEL 17-B, CITY OF ISSAQUAH BOUNDARY LINE ADJUSTMENT NO. BLA03-004EV, RECORDED UNDER RECORDING NUMBER 20040526900004, IN KING COUNTY, WASHINGTON;

THENCE NORTH 2°14'57" EAST ALONG THE WEST LINE OF SAID REVISED PARCEL 17-B, A DISTANCE OF 48.08 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE OF THE 15 FOOT EASEMENT;

THENCE SOUTH 65°25'11" EAST A DISTANCE OF 67.97 FEET;

THENCE SOUTH 87°55'11" EAST A DISTANCE OF 117.76 FEET;

THENCE NORTH 47°04'49" EAST A DISTANCE OF 49.25 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUING NORTH 47°04'49" EAST A DISTANCE OF 11.96 FEET;

THENCE NORTH 42°55'11" WEST A DISTANCE OF 58.06 FEET;

THENCE NORTH 30°34'03" WEST A DISTANCE OF 76.38 FEET;

THENCE NORTH 7°50'52" WEST A DISTANCE OF 29.26 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE CONTINUING NORTH 7°50'52" WEST A DISTANCE OF 4.43 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C";

THENCE CONTINUING NORTH 7°50'52" WEST A DISTANCE OF 7.13 FEET;

THENCE NORTH 37°09'17" EAST A DISTANCE OF 8.78 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D";

THENCE CONTINUING NORTH 37°09'17" EAST A DISTANCE OF 309.04 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E";

THENCE CONTINUING NORTH 37°09'17" EAST A DISTANCE OF 24.77 FEET;

THENCE NORTH 11°39'50" WEST A DISTANCE OF 161.16 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "F";

THENCE NORTH 11°41'17" WEST A DISTANCE OF 46.98 FEET TO THE TERMINUS OF SAID EASEMENT CENTERLINE;

TOGETHER WITH AN EASEMENT FOR SAID PURPOSES BEING 15 FEET IN WIDTH AND HAVING 7.50 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AFOREMENTIONED POINT "A";

THENCE NORTH 42°55'11" WEST A DISTANCE OF 6.41 FEET;

THENCE NORTH 79°40'28" WEST A DISTANCE OF 25.63 FEET TO THE TERMINUS OF SAID EASEMENT;

## EXHIBIT B

### FORMER EASEMENT AREA OVER GRANTOR PROPERTY

THAT PORTION OF REVISED PARCEL 17-B, CITY OF ISSAQUAH BOUNDARY LINE ADJUSTMENT NO. BLA03-004EV, RECORDED UNDER RECORDING NUMBER 20040526900004;

SAID BOUNDARY LINE ADJUSTMENT BEING A SUBDIVISION OF PARCELS 17-A, 17-B, 17-C, AND 17-D, AND TRACT E, TALUS DIV. A, A MASTER PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 201 OF PLATS, PAGES 38 THROUGH 50, IN KING COUNTY, WASHINGTON, AND OF LOT 1 AND TRACT X OF CITY OF ISSAQUAH SHORT PLAT NUMBER SP04-001EV, RECORDED UNDER RECORDING NUMBER 20040519900001, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 15.00 FEET IN WIDTH, BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 17-B;

THENCE NORTH 2°14'57" EAST ALONG THE WEST LINE OF SAID PARCEL 17-B A DISTANCE OF 303.17 FEET;

THENCE CONTINUING ALONG THE WEST LINE OF SAID PARCEL 17-B ALONG THE ARC OF A 523.50 FOOT RADIUS TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°48'41", A DISTANCE OF 107.92 FEET;

THENCE CONTINUING ALONG THE WEST LINE OF SAID PARCEL 17-B NORTH 09°33'44" WEST A DISTANCE OF 6.78 FEET THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE;

THENCE NORTH 82°09'20" EAST A DISTANCE OF 164.84 FEET;

THENCE NORTH 37°09'20" EAST A DISTANCE OF 259.27 FEET TO THE EAST LINE OF SAID PARCEL 17-B AND THE TERMINUS OF THIS CENTERLINE;

THE SIDE LINES OF TRACTS TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS.

(CONTAINING APPROXIMATELY 6,364 S.F.)



# EXHIBIT C

## NEW EASEMENT AREA

AND TOGETHER WITH AN EASEMENT FOR SAID PURPOSES BEING 15 FEET IN WIDTH AND HAVING 7.50 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AFOREMENTIONED POINT "B";  
THENCE SOUTH 82°09'51" WEST A DISTANCE OF 13.92 FEET;  
THENCE NORTH 7°50'22" WEST A DISTANCE OF 43.58 FEET TO THE TERMINUS OF SAID EASEMENT;

AND TOGETHER WITH AN EASEMENT FOR SAID PURPOSES BEING 15 FEET IN WIDTH AND HAVING 7.50 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AFOREMENTIONED POINT "C";  
THENCE NORTH 82°08'55" EAST A DISTANCE OF 17.06 FEET TO THE TERMINUS OF SAID EASEMENT;

AND TOGETHER WITH AN EASEMENT FOR SAID PURPOSES BEING 15 FEET IN WIDTH AND HAVING 7.50 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AFOREMENTIONED POINT "D";  
THENCE NORTH 37°50'51" WEST A DISTANCE OF 31.07 FEET TO THE TERMINUS OF SAID EASEMENT;

AND TOGETHER WITH AN EASEMENT FOR SAID PURPOSES BEING 15 FEET IN WIDTH AND HAVING 7.50 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AFOREMENTIONED POINT "E";  
THENCE NORTH 57°04'33" WEST A DISTANCE OF 56.96 FEET TO THE TERMINUS OF SAID EASEMENT;

AND TOGETHER WITH AN EASEMENT FOR SAID PURPOSES BEING 15 FEET IN WIDTH AND HAVING 7.50 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AFOREMENTIONED POINT "F";  
THENCE NORTH 37°21'21" EAST A DISTANCE OF 11.88 FEET TO THE EAST LINE OF SAID REVISED PARCEL 17-B AND THE TERMINUS OF SAID EASEMENT;

TOGETHER WITH AN EASEMENT FOR SAID PURPOSES BEING 15 FEET IN WIDTH AND HAVING 7.50 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID REVISED PARCEL 17B, THE SOUTH LINE OF WHICH BEARS SOUTH 89°12'49" EAST;

THENCE NORTH 3°17'35" EAST A DISTANCE OF 876.61 FEET TO THE NORTHERLY LINE OF SAID PARCEL 17B AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE OF THE 15 FOOT EASEMENT;

THENCE SOUTH 0°39'46" EAST A DISTANCE OF 3.83 FEET;

# EXHIBIT C

## NEW EASEMENT AREA

THENCE SOUTH 45°32'14" EAST A DISTANCE OF 7.38 FEET;  
THENCE NORTH 89°27'46" EAST A DISTANCE OF 59.59 FEET;  
THENCE SOUTH 56°47'00" EAST A DISTANCE OF 13.29 FEET;  
THENCE SOUTH 11°41'51" EAST A DISTANCE OF 107.93 FEET;  
THENCE SOUTH 33°20'55" WEST A DISTANCE OF 42.94 FEET;  
THENCE SOUTH 55°51'04" WEST A DISTANCE OF 59.10 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "G";  
THENCE SOUTH 55°50'49" WEST A DISTANCE OF 51.42 FEET;  
THENCE SOUTH 9°28'45" EAST A DISTANCE OF 162.81 FEET;  
THENCE NORTH 82°25'33" EAST A DISTANCE OF 31.25 FEET TO THE TERMINUS OF SAID EASEMENT CENTERLINE;

AND TOGETHER WITH AN EASEMENT FOR SAID PURPOSES BEING 15 FEET IN WIDTH AND HAVING 7.50 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AFOREMENTIONED POINT "G";  
THENCE NORTH 34°08'40" WEST A DISTANCE OF 21.81 FEET TO THE TERMINUS OF SAID EASEMENT;

THE SIDE LINE OF EASEMENT TO BE EXTENDED OR SHORTENED TO MEET AT ANGLE POINTS

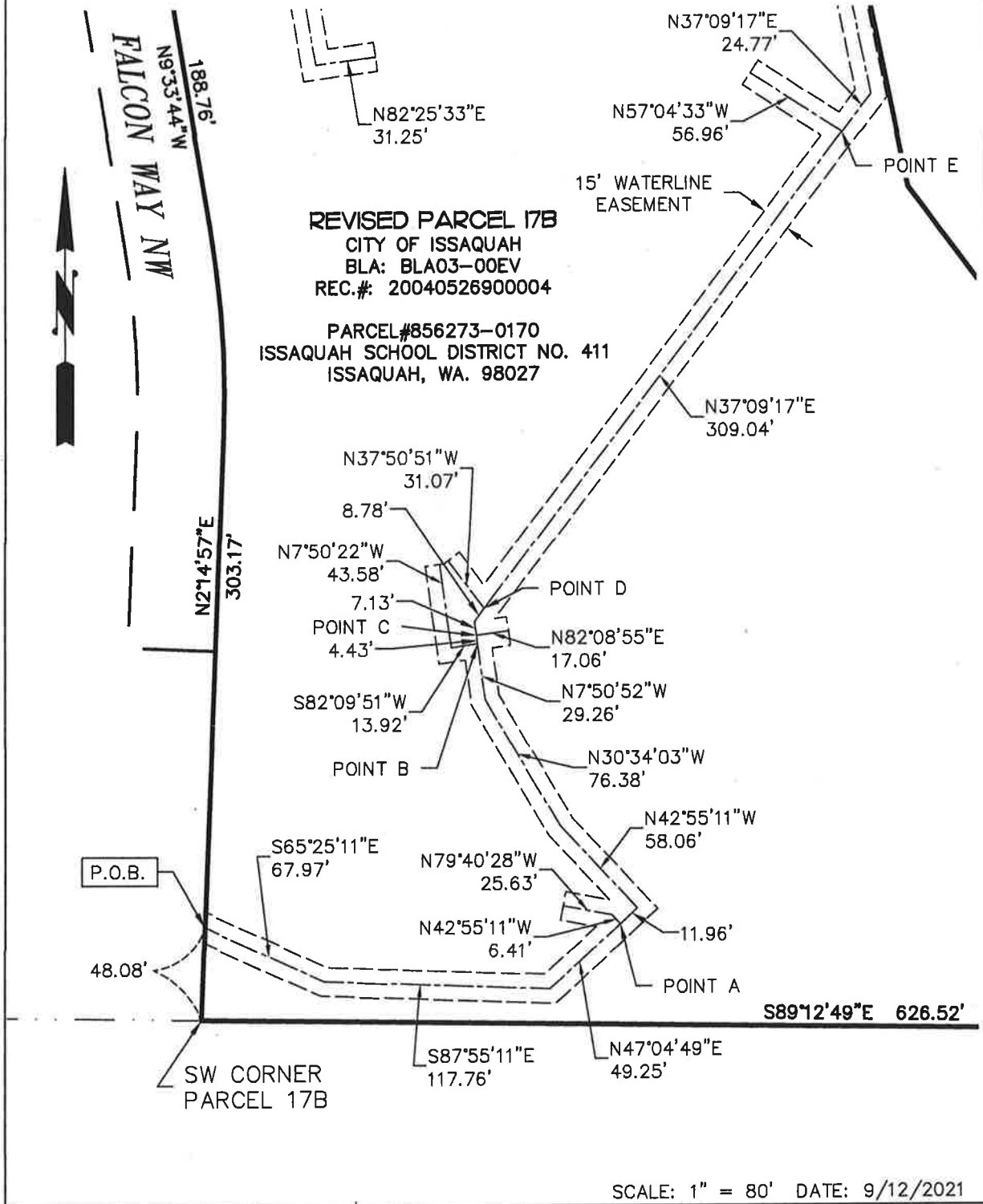
(CONTAINING APPROXIMATELY 25,173 S.F.)

SITUATE IN THE CITY OF ISSAQUAH, COUNTY OF KING, STATE OF WASHINGTON.

BENCHMARK SURVEYING LLC  
ISSAQUAH MIDDLE SCHOOL NO. 6  
9/12/2021



# EXHIBIT C

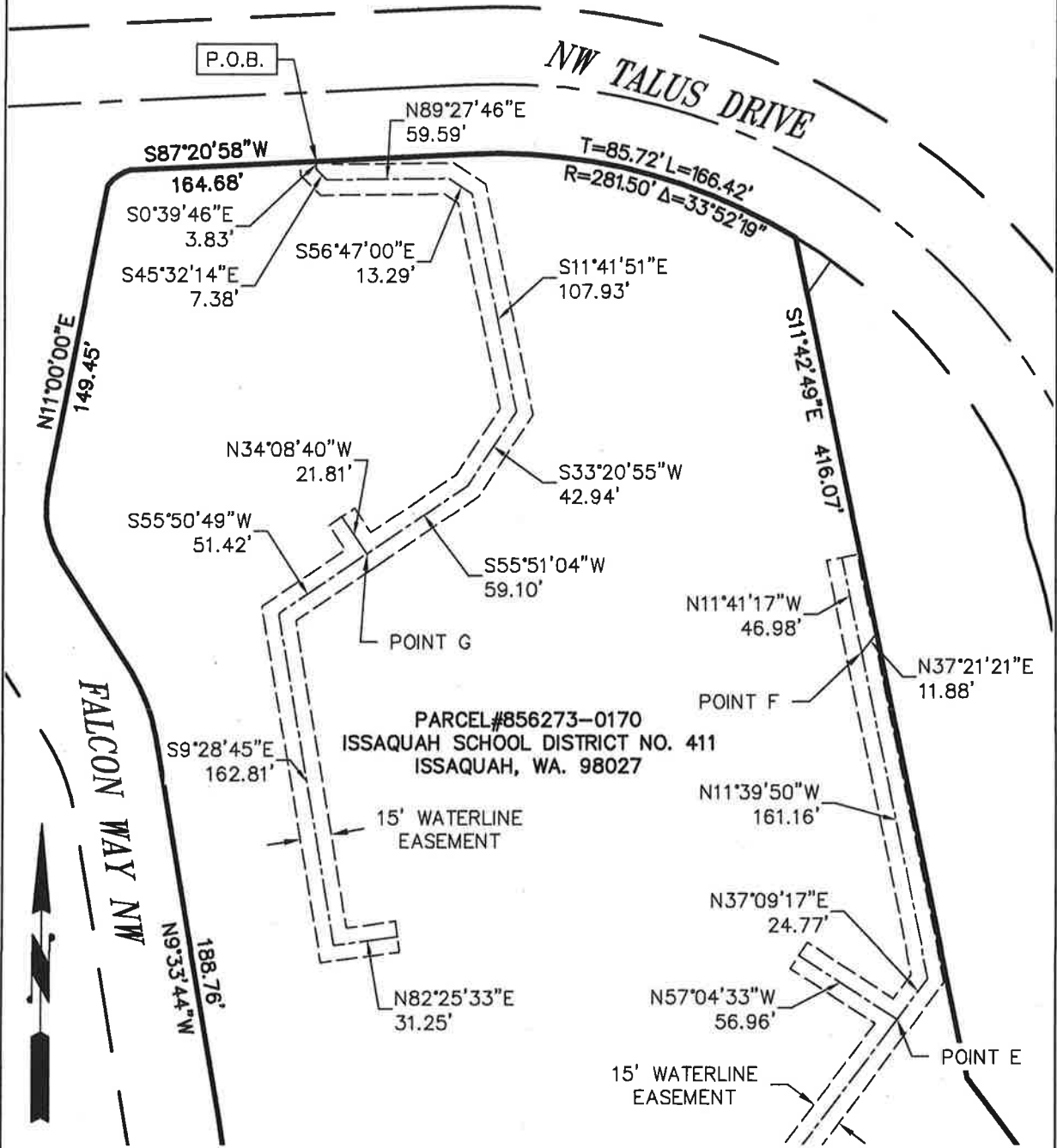


SCALE: 1" = 80' DATE: 9/12/2021

**BENCHMARK SURVEYING LLC**  
 11915 44TH DR. SE  
 EVERETT, WA 98208  
 206-396-3199

**NEW EASEMENT AREA**  
**ISSAQUAH SCHOOL DISTRICT NO. 411**  
**MIDDLE SCHOOL NO. 6**

# EXHIBIT C



SCALE: 1" = 80' DATE: 9/12/2021

BENCHMARK SURVEYING LLC  
 11915 44TH DR. SE  
 EVERETT, WA 98208  
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**NEW EASEMENT AREA**  
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