

Advance Notice
March 10, 2022

Middle School #6 – Easement to City of Issaquah for Pedestrian Access – Kuper/Mullins

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

The easement is to provide pedestrian access to the trail along the south property that ties Falcon Drive with Talus Drive located on the Middle School #6 site. Such easements are standard practice. Approval of the easement as present is recommended.

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

After recording return document to:

Community Planning and Development
City of Issaquah
P.O. Box 1307
Issaquah, WA 98027

Document Title: **Utility Easement**

Grantor: Issaquah School District No. 411

Grantee: **CITY OF ISSAQUAH**

Abbreviated Legal Description: Rev. Prcl 17B, C/ISSQ BLA03-004EV

Actual legal description is on Exhibit A & B & C of this document.

Assessor's Property Tax Parcel Number(s): 8562730170

PUBLIC TRAIL EASEMENT

THIS PEDESTRIAN ACCESS EASEMENT ("Easement"), is made as of _____, 2022 by and between ISSAQUAH SCHOOL DISTRICT No. 411, ("Grantor") and the CITY OF ISSAQUAH, a municipal corporation.

Grantor and Grantee hereby acknowledge and agree that (i) the easement described herein this Easement is located within the real property legally described on Exhibit A, attached hereto and by this reference made a part hereof ("Subject Property"); and (ii) Grantor is the fee simple owner of the Subject Property.

For valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, a perpetual a non-exclusive easement for public access over, under, upon and through a portion of the Subject Property, which is more particularly described on Exhibit B and Exhibit C attached hereto and by this reference made a part hereof ("Easement Area").

The Grantor may continue its use and enjoyment of the Easement Area for any purposes except that no fences, structures, rockeries, walls or other permanent structure shall be constructed over, upon or within the Easement Area without written approval by the Grantee. Such changes if approved shall be made in

accordance with and subject to all applicable municipal ordinances, building codes, and other applicable requirements of law.

It shall be the responsibility of the Grantor to maintain the access at all times in a safe condition free of any and all obstructions or defects, including but not limited to ice and snow. In the event Grantor does not so maintain the easement, after notice from Grantee, then Grantee shall have the right, but not the obligation, to perform such maintenance with the costs being borne by Grantor. Costs, both direct and indirect, of such maintenance shall be a lien on Grantor's property, provided that Grantee shall have such other and further remedies to recover the cost of such maintenance as provided by law.

Grantee agrees to indemnify, defend, and hold harmless Grantor from and against any and all liability incurred by Grantor arising from or in any way related to Grantee's breach of any of its covenants, agreements, or obligations set forth in this Easement, or from Grantee's negligence, intentional misconduct, or misuse of the Easement Area, but nothing herein will require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence or willful misconduct of Grantor. The provisions of this paragraph will survive termination of this Easement.

IN WITNESS WHEREOF, this instrument has been executed as of _____, 2022.

GRANTOR:

_____, a _____

By: _____, a _____, its _____

By: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this day personally appeared before me _____, who executed this instrument on behalf of _____, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes herein mentioned, and on oath stated he was authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____, 2022.

Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

GRANTEE:
CITY OF ISSAQUAH

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me _____, who executed this instrument on behalf of the CITY OF ISSAQUAH, and acknowledged the said instrument to be the free and voluntary act and deed of said City, for the uses and purposes herein mentioned, and on oath stated s/he was authorized to execute the said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2022.

Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

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.



01/12/2022



DAVID EVANS
AND ASSOCIATES INC.

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20300 Woodinville Snohomish Rd NE

Suite A | Woodinville, WA 98072

p: 425.415.2000

f: 425.486.5059

deainc.com

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EXHIBIT 'B' – EASEMENT AREA LEGAL DESCRIPTION
PEDESTRIAN ACCESS EASEMENT

That portion of Revised Parcel 17B, City of Issaquah Boundary Line Adjustment No. BLA03-004EV, recorded under Recording No. 20040526900004, records of King County, Washington, being a strip of land 9.00 feet in width, lying 4.50 feet on each side of the following described centerline:

Commencing at the southwest corner of said Revised Parcel 17B, thence along the west line thereof, North 02°14'57" East a distance of 86.01 feet; thence North 79°34'49" East a distance of 5.03 feet to the True Point of Beginning of said centerline and 9.00 foot easement;
Thence South 10°56'19" East, 29.63 feet;
Thence South 75°48'30" East, 103.94 feet;
Thence South 19°56'15" East, 28.31 feet;
Thence South 89°14'48" East, 58.70 feet;
Thence North 87°39'02" East, 25.03 feet to the beginning of a curve to the right having a radius of 500.00 feet; thence easterly along the arc of said curve to the right through a central angle of 8°47'37" for an arc length of 76.74 feet to a point of reverse curvature and the beginning of curve to the left, having a radius of 200.00 feet; thence easterly along the arc of said curve through a central angle of 7°19'50" for an arc length of 25.59 feet;
Thence North 89°06'50" a distance of 93.08 feet to the beginning of a curve to the left having a radius of 200.00 feet; thence northeasterly along the arc of said curve through central angle of 8°42'35" for an arc length of 30.40 feet;
thence North 80°24'15" East a distance of 14.16 feet;
thence North 83°07'35" East a distance of 45.54 feet;
thence North 75°11'14" East a distance of 17.70 feet to the beginning of a curve to the left having a radius of 85.91 feet; thence northeasterly along the arc of said curve through a central angle of 32°14'50", for an arc length of 48.35 feet to a point of compound curvature and the beginning of a curve to the left having a radius of 40.00 feet; thence northerly along the arc of said curve through a central angle of 41°18'30" for an arc length of 28.84 feet to a point of reverse curvature and the beginning of a curve to the right having a radius of 60.00 feet; thence northerly along the arc of said curve through a central angle of 15°07'02" for an arc length of 15.83 feet;
thence North 16°44'57" East a distance of 8.30 feet to the beginning of a curve to the right having a radius of 30.00 feet; thence northeasterly along the arc of said curve through a central angle of 34°11'16" for an arc length of 17.90 feet;
thence North 50°56'13" a distance of 21.06 feet to the beginning of a curve to the left having a radius of 15.48 feet; thence northerly along the arc of said curve through a central angle of 55°21'34" for an arc length of 14.96 feet;
thence North 4°25'21" West a distance of 5.44 feet to the beginning of a curve to the left having a radius of 80.00 feet; thence northeasterly along the arc of said curve through a central angle of

20°13'07" and an arc length of 28.23 feet to a point of reverse curvature and the beginning of a curve to the right having a radius of 79.22 feet; thence northerly along the arc of said curve through a central angle of 16°15'24" and an arc length of 22.48 feet to a point on the northerly line of said Revised Parcel 17B and the terminus of said centerline and 9.00 foot easement.

The sidelines of this easement are to be extended or shortened so as to be contiguous with themselves and to terminate at the easterly and west lines of said Revised Parcel 17B.

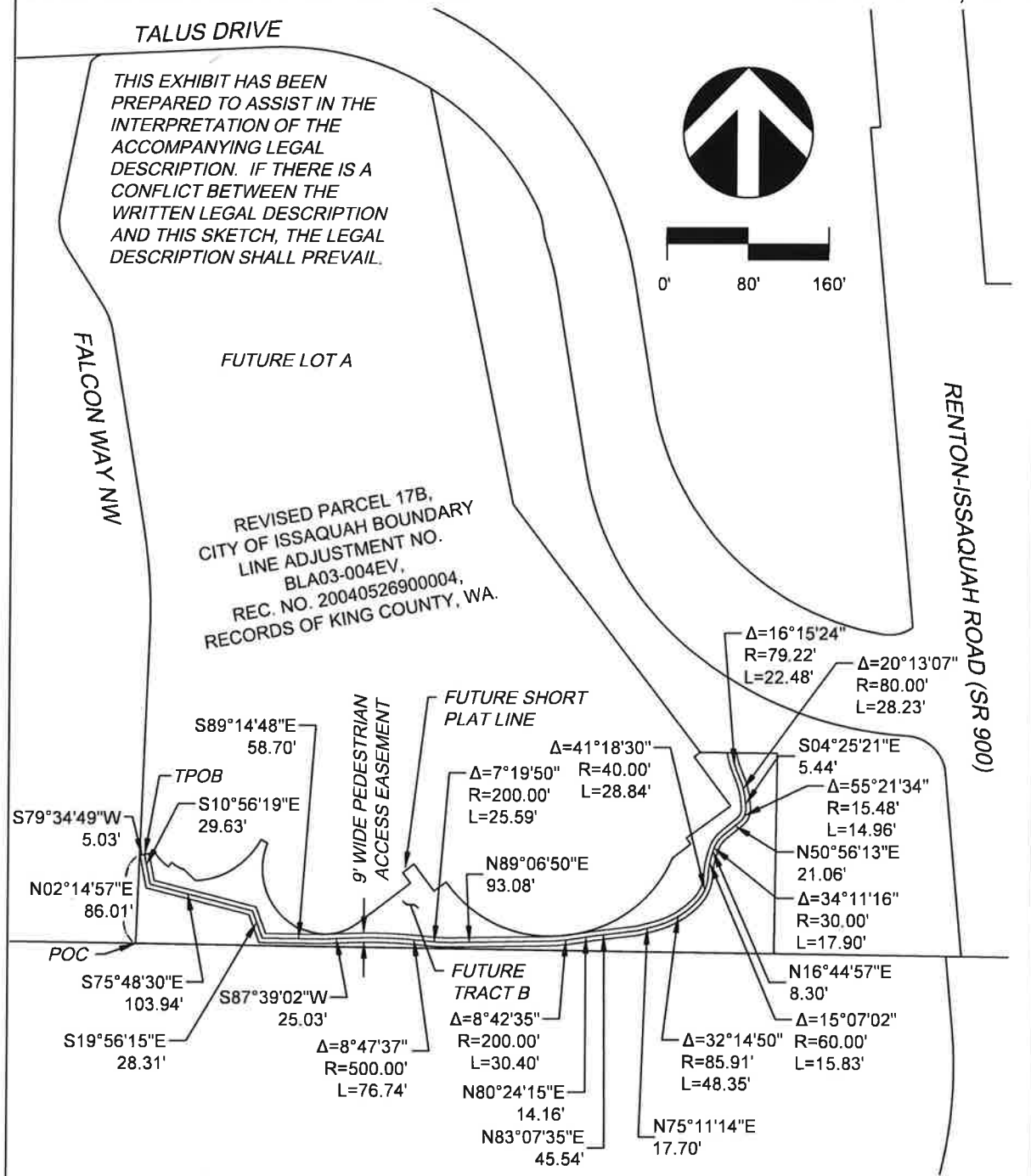
Containing 6,842 Sq. Ft.of land, more or less.



01/12/2022

**EXHIBIT 'C' - EASEMENT AREA
PEDESTRIAN ACCESS EASEMENT**

**JOB # ISDX00000001
JANUARY 11TH, 2022**



**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

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