

Advance Notice  
May 26, 2022

Recommendation to Approve Easement at Newcastle Elementary – Mullins

**Action to be taken: I recommend the Board approve the request for Easement from Coal Creek Utility District (CCUD) at Newcastle Elementary School.**

Coal Creek Utility District (CCUD) along with a land owner/developer that share a property line with Newcastle Elementary School (NCES), have requested that ISD allow a connection from the development to the existing CCUD owned water main that runs through the NCES parking lot.

This Easement would allow access for maintenance and repair of the water main system located on the Newcastle Elementary Schools site. A survey will be completed to locate the water main when installed 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.

Tom Mullins can be available, if necessary, to answer questions the Board may have regarding this recommendation.

*Please scroll down to view documentation related to this recommendation (7 pages).*

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Recording Requested By And  
When Recorded Mail To:

Coal Creek Utility District  
6801 132<sup>nd</sup> Place SE  
Newcastle, Washington 98059-3088

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DOCUMENT TITLE:	<i>EASEMENT FOR WATER LINES</i>
REFERENCE NUMBER OF RELATED DOCUMENT:	<i>Not Applicable</i>
GRANTOR(S):	
ADDITIONAL GRANTORS ON PAGE ___ OF DOCUMENT	
GRANTEE(S):	<i>COAL CREEK UTILITY DISTRICT</i>
ADDITIONAL GRANTEES ON PAGE ___ OF DOCUMENT	
ABBREVIATED LEGAL DESCRIPTION:	LOT B BLA NO. 895 REC. NO. 20040902900002
ASSESSOR'S TAX / PARCEL NUMBER(S):	342405-9034

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### EASEMENT FOR WATER LINES

The undersigned, ISSAQUAH SCHOOL DISTRICT, ("Grantor"), for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants, conveys and warrants to Coal Creek Utility District, a municipal corporation in King County, Washington ("Grantee"), and its successors and assigns, a permanent easement for water lines including water lines and appurtenances thereto ("Easement") as follows:

1. Nature and Location of Easement. Grantor owns that certain real property legally described in *Exhibit "A"*, attached hereto and incorporated herein by this reference (the "Real Property"). The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through, and under a portion of the Real Property, such Easement as legally described on *Exhibit "B"* and as described and depicted on *Exhibit "C"*, attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, installing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating water lines, together with all facilities, connectors, and appurtenances ("Water Lines"), including the right of ingress and egress thereto for said purposes.
2. Right of Entry. Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real Property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use, and operate the Water Lines for the purposes of serving the Real Property and other properties with utility service. Grantee agrees to restore the Easement as nearly as reasonably possible to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Water Lines.
3. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Water Lines or endanger the lateral or other support of the Water Lines without Grantee's prior written approval. Grantor further agrees that no structure or obstruction including, without limitation, fences, retaining walls, and rockeries shall be erected over, upon or within the Easement, and no trees, bushes, or other shrubbery shall be planted or maintained within the Easement, provided Grantor may use the surface of the Real Property within the Easement so long as such use does not interfere with the Easement or the Water Lines.

4. Binding Effect/Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor owns fee title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement.

5. Recording. Upon its execution, the Easement shall be recorded with the Office of Records and Elections, King County, Washington.

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

GRANTOR(S)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or typed name

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or typed name

Its \_\_\_\_\_  
Print or type position held

Its \_\_\_\_\_  
Print or type position held

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and acknowledged it to be his/her free and voluntary act, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public in and for the State of Washington

Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public in and for the State of Washington

Commission Expires: \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION OF REAL PROPERTY**

**D.R. STRONG  
CONSULTING ENGINEERS  
KIRKLAND WA 98033**

DRS Project No. 20023  
03/09/22

LEGAL DESCRIPTION: GRANTOR'S PROPERTY (APN 342405-9034)

"LOT B" NEWCASTLE BOUNDARY LINE ADJUSTMENT NO 895 REC NO  
20040902900002 BEING A POR OF THE WEST 1/2 OF NW 1/4 STR 34-24-05 LY ELY  
OF EXISTING CO RD ROW LESS NLY AND WLY 10 FT OF SD LOT B FOR RD PER  
DEED REC #20050819000130.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF 15 FOOT WATER LINE EASEMENT**

**D.R. STRONG**  
**CONSULTING ENGINEERS**  
**KIRKLAND WA 98033**

DRS Project No. 20023  
03/09/22

AN EASEMENT FOR WATER LINE OVER A 15.00 FOOT WIDE STRIP OF LAND WITHIN THAT PORTION OF LAND DESCRIBED IN EXHIBIT A, BEING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT B, CITY OF NEWCASTLE BOUNDARY LINE ADJUSTMENT NO. 895, AS RECORDED UNDER RECORDING NO. 20040902900002, RECORDS OF KING COUNTY, WASHINGTON, SAID NORTHEASTERLY CORNER BEING ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M.;

THENCE ALONG THE EAST LINE OF SAID LOT B AND THE EAST LINE OF SAID WEST HALF, SOUTH 01°05'47" WEST A DISTANCE OF 166.93 FEET TO THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE NORTH 88°54'13" WEST A DISTANCE OF 130.82 FEET, MORE OR LESS, TO THE CENTERLINE OF THE EXISTING 15 FOOT COAL CREEK UTILITY DISTRICT WATER LINE EASEMENT 1 RECORDED UNDER RECORDING NUMBER 20040729001204, RECORDS OF KING COUNTY, WASHINGTON, AND THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

THE SIDE LINES OF SAID EASEMENT ARE INTENDED TO BE EXTENDED OR TRIMMED TO TERMINATE AT THE EAST LINE OF SAID LOT B AND THE EAST LINE OF SAID WATER LINE EASEMENT 1.

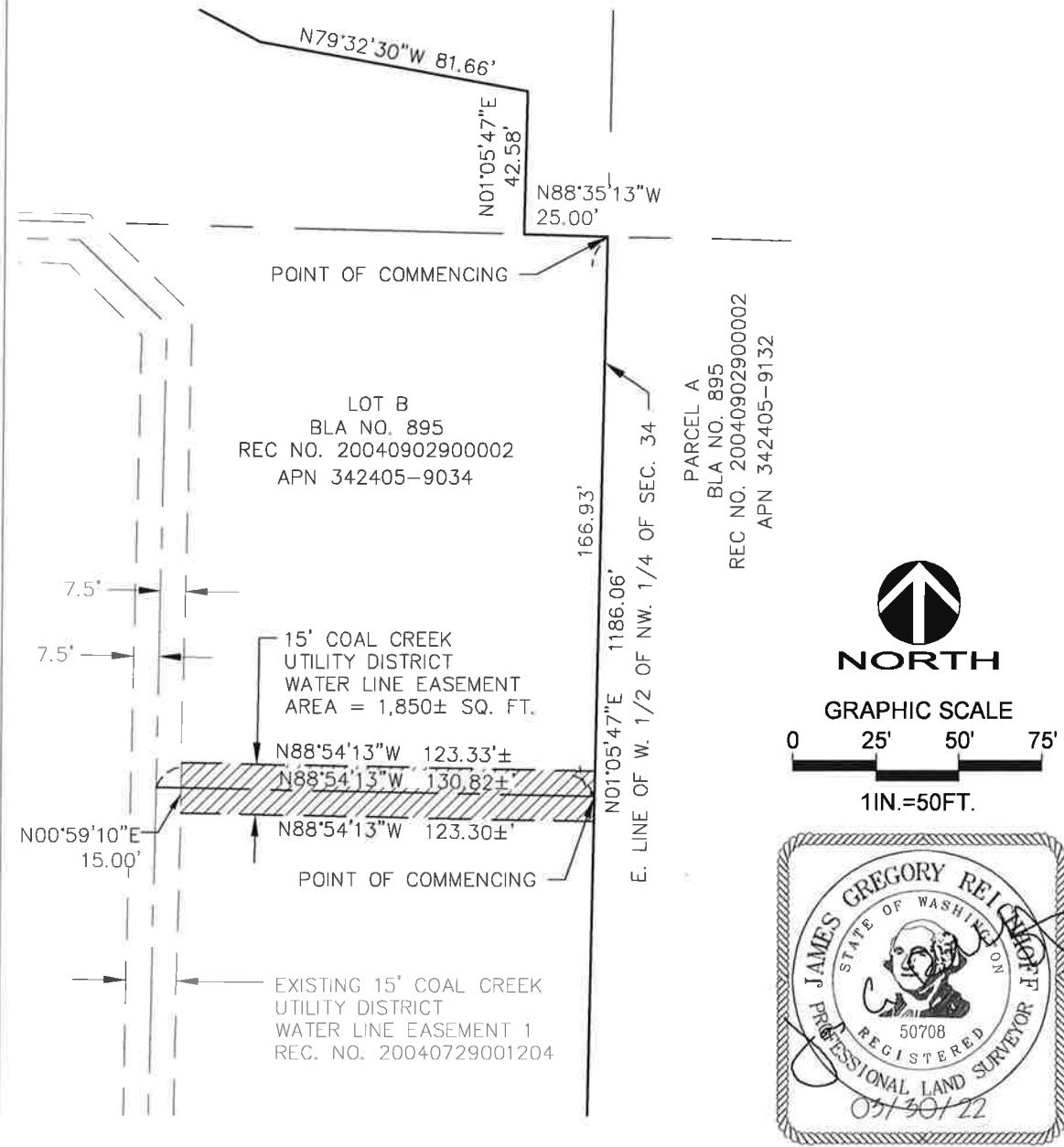
SAID WATER LINE EASEMENT CONTAINS 1,850 SQUARE FEET, MORE OR LESS.



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EXHIBIT C  
DEPICTION OF 15' WATER LINE EASEMENT



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**COAL CREEK UTILITY DISTRICT  
15' WATER LINE EASEMENT  
APN 342405-9034**

**EXHIBIT C**

**DRS**

**D.R. STRONG  
CONSULTING ENGINEERS**

ENGINEERS PLANNERS SURVEYORS

620 - 7th AVENUE KIRKLAND, WA 98033  
O 425.827.3083 F 425.827.2423

PROJECT SURVEYOR: JGR  
DRAFTED BY: JGR  
FIELD BOOK:  
DATE: 03-09-2022  
PROJECT NO.: 20023

DRAWING: EXHIBIT C  
SHEET: 1 OF 1

