

Advance Notice
April 27, 2023

Discovery ES - Recommendation to Approve Amendment of Temporary Construction Easement for Sewer Lines - Mullins

Action to be taken: I recommend the Board approve the Amendment of Temporary Construction Easement and Easement for Sewer Lines at Discovery Elementary School.

A Sammamish Plateau Water & Sewer District (SPWSD) sewer easement runs through the northern parking lot portion of the Discovery ES site. The sewer line related to this easement was installed as part of the Discovery ES Addition project in 2018.

A previous Temporary Construction Easement (TCE) was granted by ISD to the SPWSD to allow the SPWSD to tie into the existing sewer line. This proposed Amendment to this previous TCE puts stricter timelines on SPWSD as to when they can have access to and construct the tie-in to the sewer line.

If needed Tom Mullins can be present to answer any questions the Board may have regarding this recommendation.

Please scroll down to view documentation related to this recommendation (4 pages).

Recording Requested By And
When Recorded Mail To:

Sammamish Plateau Water and Sewer District
1510 - 228th Avenue S.E.
Sammamish, Washington 98075

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| DOCUMENT TITLE: | <i>FIRST AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT</i> |
| REFERENCE NUMBER OF RELATED DOCUMENT: | <i>20201117003324</i> |
| GRANTOR(S): | <i>ISSAQUAH SCHOOL DISTRICT #411</i> |
| ADDITIONAL GRANTORS ON PAGE OF DOCUMENT | |
| GRANTEE(S): | <i>SAMMAMISH PLATEAU WATER & SEWER DISTRICT</i> |
| ADDITIONAL GRANTEES ON PAGE OF DOCUMENT | |
| ABBREVIATED LEGAL DESCRIPTION: | <i>S 1/2 OF SW 1/4 OF SW 1/4 LESS CO RDS</i> |
| ASSESSOR'S TAX / PARCEL NUMBER(S): | <i>0324069051</i> |

FIRST AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT

THIS FIRST AMENDMENT TO THE TEMPORARY CONSTRUCTION EASEMENT (“Amendment”) amends the Temporary Construction Easement dated June 4, 2019, and recorded under King County Recording number 20201117003324 (“Easement”) with the Issaquah School District #411, a political subdivision of the State of Washington (“Grantor”), and the Sammamish Plateau Water & Sewer District, a municipal corporation in King County, Washington (“Grantee”), and relates to construction of a sewer line on the real property located on Parcel No. 0324069051 (the “Property”), known as the Discovery Elementary School (“School”).

A. Section 2 of the Easement is deleted in its entirety and replaced with the following language:

2. Grantee, its agents and assigns, shall have the right, with at least sixty (60) calendar days advance written notice to and approval from Grantor, to enter upon the construction easement area for the purposes of exercising its rights under the Easement; provided that;

a. Grantee’s access and any work authorized by the Easement (the “Work”) shall be conducted during the School’s scheduled Summer break. All Work, including without limitation any testing and restoration obligations, shall be completed 2-weeks prior to the end of the Summer break period.

b. The Grantor's approval shall not be unreasonably withheld, and the Grantee and Grantor shall coordinate all Work and School activities within the Real Property.

c. No later than forty five (45) calendar days in advance to the work, the Grantee shall provide the Grantor with a proposed schedule showing all Work activities, the estimated time of completion of all tasks, and all critical path items. The Grantor shall return any comments on the schedule within fourteen (14) calendar days. Within two (2) weeks of the start of construction the Grantee shall have an onsite Pre-construction meeting with the Grantor's representative. All surface locates and survey stakes shall be completed prior to the Pre-construction meeting.

d. If Grantee proposes performing any of the Work over a weekend or other break in school operations (that is, outside of Summer break), Grantee shall submit a written schedule to Grantor for any Work, including without limitation any restoration obligations, and, if acceptable to Grantor in Grantor's sole and absolute discretion as evidenced by written acceptance, Grantee may perform the Work during such agreed time period.

e. Grantee shall be responsible, at its sole cost and expense, for all costs related to the Work and any of Grantee's obligations hereunder.

f. Grantee shall, prior to commencing the Work, obtain any and all permits, approvals and authorizations required for the Work and shall comply with all applicable laws, rules and regulations in the performance of the Work.

g. Grantee shall, at all times when active Work is suspended, secure any open ditches, trenches, holes or similar openings with plating or similar stable materials. In the event Grantee starts but suspends temporarily its Work, Grantee shall inform Grantor of the estimated length of such suspension. Grantee shall be solely responsible for the safety and security of the Work and the Construction Easement Area and Grantor shall have no obligation with regard to same.

h. Grantee shall be required at all times to ensure that Grantee and any party acting by or through Grantee complies with the prohibition on the use of all tobacco products on public school property consistent with RCW 28A.210.310 and that no such person has been found guilty of any felony crime as specified in RCW 28A.400.330, generally regarding crimes against children.

B. This First Amendment shall become a part of the Agreement and its terms and conditions shall be binding on the parties and their respective successors, heirs and assigns.

C. Except as otherwise set forth herein, all terms of the Agreement continue in full force and effect.

D. Effective Date. The effective date of this Amendment shall be the date that the contract has been signed by authorized representatives of both parties hereto.

GRANTOR
ISSAQUAH SCHOOL DISTRICT #411

By: _____

Martin Turney

(Print or type name)

Its: Chief of Finance & Operations

Date: _____

GRANTEE
SAMMAMISH PLATEAU WATER & SEWER DISTRICT

By: _____

John C. Krauss

(Print or type name)

Its: General Manager

Date: _____

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 Issaquah School District #411, 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 _____, 2023.

(Printed Name)

NOTARY PUBLIC in and for the State of
Washington.

My Commission Expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that John C. Krauss is the person who
appeared before me, and said person acknowledged that he signed this instrument, on oath stated that
he was authorized to execute the instrument, and acknowledged it as the General Manager of
Sammamish Plateau Water & Sewer District, 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 _____, 2023.

(Printed Name)

NOTARY PUBLIC in and for the State of
Washington.

My Commission Expires _____