



MERCER ISLAND SCHOOL DISTRICT #400

Inspiring our students to be lifelong learners as they create their futures.

www.mercerislandschools.org

April 23, 2021

Patrick Yamashita
City Engineer, Deputy Public Works Director
CITY OF MERCER ISLAND
9611 SE 36th Street
Mercer Island, WA 98040

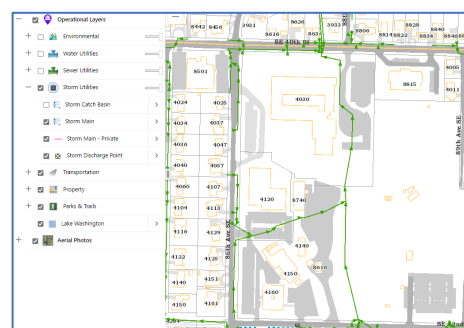
Re: Northwood Elementary
Easement Encroachment License Agreement Request
4030 86th Avenue SE

Dear Patrick,

Please consider this letter the District's formal request for an Easement Encroachment License Agreement for the above referenced project. In 2016, the District replaced a storm water main line used by the City to convey stormwater from south of SE 42nd Street and some areas of the District property, into the system north of SE 42nd. The District conveyed ownership and easement for this line in 2017. The line is 24" PVC and runs north/south through the District owned parcel #1824059006. According to the City's GIS system, the storm line to the south, on parcel #1824059005, remains a District owned line although City stormwater is conveyed through the pipe and connects to the line that is the subject of this request. It appears this entire line has run through the noted parcels since 1955 based on the City's GIS system and that the City assumed ownership of the line on Parcel #1824059006 as part of the Northwood Elementary permitting process. A copy of the Easement is attached for reference.



Pink line is District owned storm water line.



Green lines are storm mains.

During the planning for Northwood Elementary in 2014/15, the District identified a location to place 4 future portables. The subject storm line bisects this location, and it is impossible for the District to place 4 classrooms with supporting restrooms without encroaching into this easement. There are two additional constraints that limit the siting of these buildings: 20' must be maintained between the main building and the portables per fire code, and the City has a sewer line with an easement to the east that must be honored. The buildings proposed are modular and will be "set" over the easement and storm line with little to no impact on the storm line located 13-1/2 feet below. The existing catch basin access points to the storm line will remain unobstructed.

During the construction of Northwood Elementary, this line was reconstructed by the District as required by the City. As a pre-condition to this request, the District ran a camera through this line to confirm its condition and flow. Both were as expected for a new pipe; it is in good condition, flowing freely, and no damage or obstructions were observed. The 12/16/2020 video inspection of the 24" diameter storm drainage main in the easement confirmed that it is free of material defects.

In the unlikely event that a repair of this storm line becomes necessary, the portable building(s) can be lifted off, the repair made, and the building placed back in their planned location. It is more likely that given the short distance the portables will span, the pipe could be excavated to the north or south and lined vs. dug up and replaced under the portable(s). In either case, the District understands and agrees to incur any and all costs necessary to either provide the 10-foot clear easement area or pay the added costs for pipe lining vs. digging and replacing this short section of line.

Attached for reference are the following documents:

Vicinity Map
2017 Easement

Thank you in advance for your consideration and thank you for continuing our strong partnership to serve the families of Mercer Island.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fred Rundle', with a stylized flourish at the end.

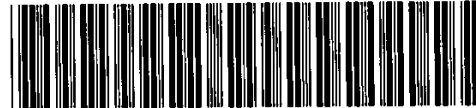
Fred Rundle
Acting Superintendent



Northwood Elementary Vicinity Map Stormwater Easement Encroachment

Return Address:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040



20170308000260

MERCER ISLAND EAS
PAGE-001 OF 006
03/08/2017 09:49
KING COUNTY, WA

78.00

PERMANENT EASEMENT FOR UTILITIES

Grantor (s): Mercer Island School District No. 400

Grantee: City of Mercer Island, a Washington municipal corporation

Property Legal Description: Lot 3 Mercer Island LLR#SUB07-008 REC #20090506900003 SD
SP BEING POR N ½ OF NW ¼.

Easement Legal Description on Exhibit A

Easement Area on Exhibit B

Assessor's Tax Parcel ID#: 1824059006

EXCISE TAX NOT REQUIRED
King Co. Records Division
By Anthony Taylor, Deputy
Anthony Taylor

RECITALS

A. Mercer Island School District No. 400 is the owner of certain real property (the "Property") located in Mercer Island, Washington, and legally described above.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), has accepted the construction of a storm drainage system with associated catch basins by the Grantor, and requires a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

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EASEMENT AGREEMENT

1. Grant of Easement. Grantor grants, conveys and warrants to the Grantee a perpetual, permanent easement for utilities ("Easement") under, across and over that portion of the Property legally described in Exhibit "A" attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantor, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace city storm drainage pipes, catch basins and all necessary appurtenants. Following the initial construction of the improvements, Grantee may from time to time construct such additional improvements as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the improvements within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Access. Grantor also covenants and agrees that, upon reasonable notice to Grantor, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

3. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantor's Property to a condition similar to its condition prior to such work. Following the construction and installation of the improvements, Grantor may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantor reserves the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantor shall not construct or maintain any buildings or other structures on the Easement. Grantor shall not perform digging, tunneling or other form of construction activity on the Property, which would disturb the compaction of or damage any improvements within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

5. Indemnification. Grantor agrees to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantor or Grantor's agents or invitees within or with respect to the Easement.

6. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantor and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS 27th day of March, 2017.

GRANTOR:

Dean Mack

Dean Mack
Executive Director of Business Services and Human Resources
Mercer Island School District No. 400

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Dean Mack, to me known to be the Executive Director of Business Services and Human Resources with Mercer Island School District NO. 400, the District that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN my hand and official seal this 8th day of March, 2017.

Karen Hubbert
Notary Name: Karen Hubbert
NOTARY PUBLIC in and for the State of Washington.
My commission expires: 6.12.19

EXHIBIT A

EASEMENT LEGAL DESCRIPTION

That portion of Lot 1, and Lot 3, Mercer Island LLR#SUB07-008, King County recording #20090506900003, King County, Washington lying within a 10 foot strip of land, being 5.00 feet on each side of the following described centerline:

Commencing at the northeast corner of said Lot 3, thence N.88°43'27"W., along the north line of said Lot 3, 254.35 feet to the TRUE POINT OF BEGINNING;

Thence leaving said north line, S.1°16'33"W., 12.24 feet;

Thence S.74°50'17"E., 94.00 feet;

Thence S.1°17'38"W., 206.00 feet;

Thence S.49°42'05"W., 77.97 feet;

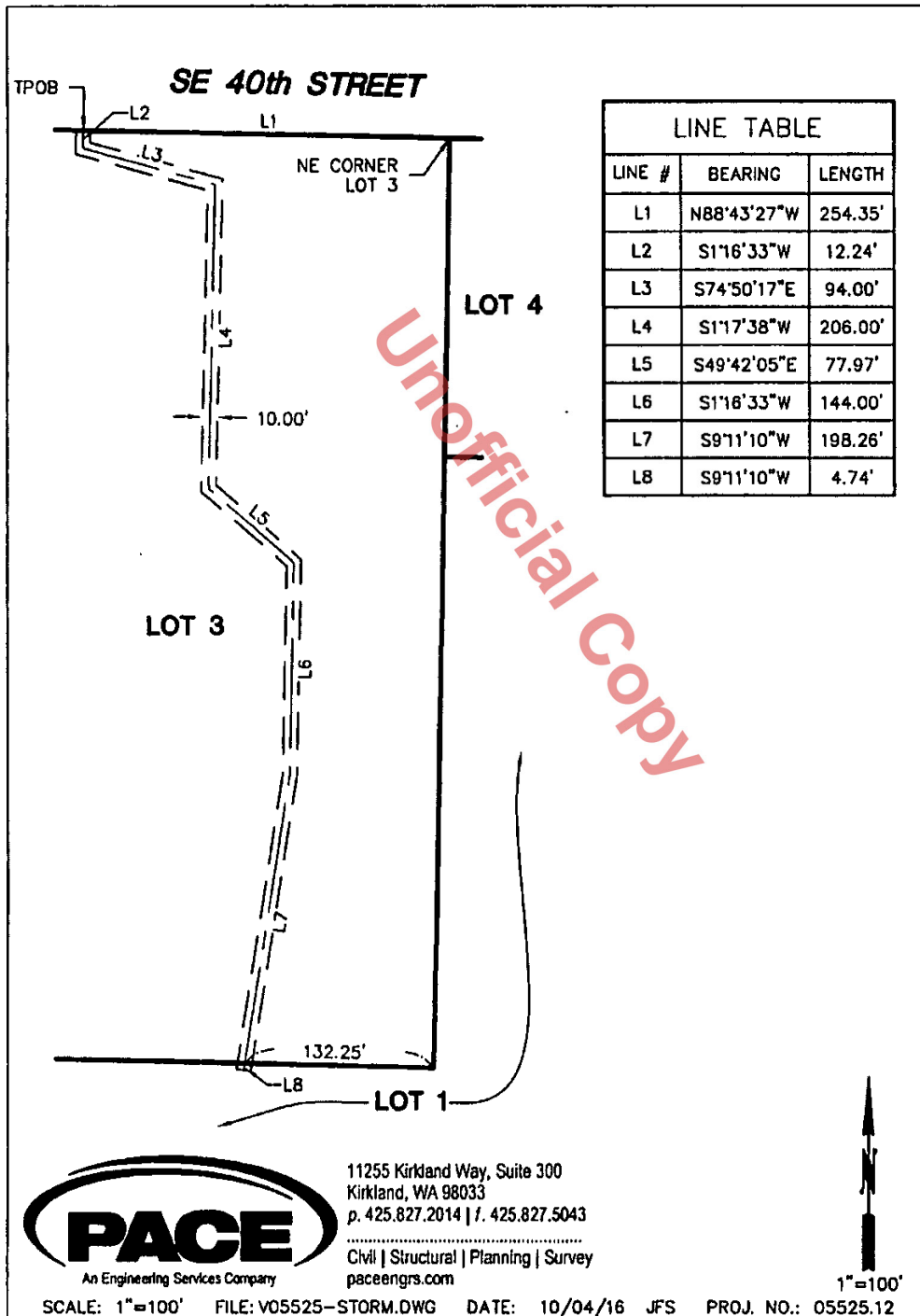
Thence S.1°16'33"W., 144.00 feet;

Thence S.9°11'10"W., 198.26 feet to a point on the south line of Lot 3 132.25 feet from the southeast corner;

Thence S.9°11'10"W., 4.74 feet to the terminus of the described centerline.

Containing approximately 7,372 square feet.

**EXHIBIT B
EASEMENT AREA EXHIBIT (DRAWING)**



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