



## EASTMONT SCHOOL DISTRICT

*Relationships, Relevance, Rigor, Results*

509.884.7169 • FAX: 509.884.4210 • WWW.EASTMONT206.ORG  
800 EASTMONT AVE. • EAST WENATCHEE, WA 98802

### BOARD OF DIRECTORS REGULAR MEETING AGENDA

Monday, September 12, 2022

5:30 p.m. Regular Meeting

#### Eastmont Administration Office

*This meeting will also be broadcast online with participation available via Webex at:*

<https://eastmont206.webex.com/eastmont206/j.php?MTID=m70f749cbfdf136182bef5c37bdfee6c6>

- *When requested, the password is: Eastmont*
- *If this link does not connect, please check the website for an updated Webex link.*

The Eastmont School District is governed by a board of five directors. The Eastmont Board of Directors sets the direction of the District by establishing goals, objectives, and policies to guide the superintendent who supervises all programs and staff. The Board of Directors is responsible for ensuring that the Eastmont School District is adequately financed to meet those goals, objectives, and policies; for monitoring the progress of the District; and for evaluating the performance of the superintendent. Each board member has a fiduciary role to the District and, as such is responsible for using his or her best judgment in conducting the affairs of the District.

The Board generally meets at 5:30 p.m. on the second and fourth Monday of each month at either a school site or the Administration Office Board Room at 800 Eastmont Avenue, East Wenatchee. On holidays, or when a conflict occurs, a meeting may be held at an alternate time and/or date with proper notification given to the media.

The complete 2022-23 Board Meeting Schedule is available at [www.eastmont206.org](http://www.eastmont206.org) under the School Board tab.

NOTICE is hereby given that the Eastmont School District No. 206 Board of Directors, Douglas County, Washington will hold a regular meeting on Monday, September 12, 2022 beginning at 5:30 p.m. in the Eastmont Administration Office Board Room at 800 Eastmont Avenue, East Wenatchee for the purpose of considering and acting upon the following agenda items:

- I. CALL TO ORDER & PLEDGE OF ALLEGIANCE
- II. APPROVE AGENDA/MODIFICATIONS
- III. STAFF RECOGNITION
  1. Lisa Flores – Migrant State PASS Teacher of the Year
  2. Veronique Paquette – Presidential Award for Excellence in Math and Science in Teaching

#### IV. PUBLIC COMMENT

Comments critical of personnel, students, or volunteers will not be allowed given privacy concerns. Instead, they will be referred to the Superintendent for further inquiry and possible action. Comments are limited to 3 minutes per person and 10 minutes per topic. The Board asks those offering comment to recognize that as a K-12 public school system, we are modeling civil discourse and the democratic process for the youth in our community.

Written comments may be sent by regular mail to Eastmont School District or emailed to [schoolboard@eastmont206.org](mailto:schoolboard@eastmont206.org). For online participation, while chat comments and Question & Answer will not be enabled during the meeting, a participant can raise their hand during public comment time.

#### V. BOARD & SUPERINTENDENT INFORMATION

A. Board News

B. Superintendent News

#### VI. CONSENT AGENDA

*(All items on the Consent Agenda have been distributed to all board members for study and are considered routine. ALL items appearing in this section are adopted by one single motion, unless a member of the board or the superintendent requests that an item be removed and voted on separately.)*

A. Approval of the minutes from the regular meeting held on August 22, 2022.

B. Approval of the payment of the bills and/or payroll dated September 12, 2022.

C. Approval of the Personnel Action Items dated September 12, 2022.

D. Approval of a donation from EHS Wildcat Booster Club.

E. Approval of Interlocal Agreement with the City of East Wenatchee for a school resource officer.

F. Review of the Monthly Student Enrollment Report.

#### VII. REPORTS

A. K-12 Curriculum Adoption Cycle Report — Matt Charlton, Assistant Superintendent

B. Professional Development Report — Spencer Taylor, Executive Director

#### VIII. DISCUSSION & POSSIBLE ACTION ITEM

A. Resolution No. 2022-16 A Resolution Regarding the City of East Wenatchee-Safe Routes to Schools Pedestrian Improvement Project — Becky Berg, Superintendent

#### IX. FUTURE AGENDA ITEMS

#### X. ADJOURNMENT

**FUTURE TOPICS – Previously identified by the Board for further review.**

**UPCOMING BOARD MEETINGS**

**September 26** Regular Meeting at Eastmont Administration Office at 5:30 p.m.

**October 10** Site Visit to Maintenance/Transportation and Regular Meeting at 5:30 p.m.

**BOARD OF DIRECTORS**  
**REGULAR MEETING MINUTES**  
August 22, 2022

**CALL TO ORDER & PLEDGE OF ALLEGIANCE**

On Monday, August 22, 2022, the regular meeting of the Eastmont School District Board of Directors was called to order by Board President Whitney Smith at 5:30 p.m. in the Eastmont Administration Office, 800 Eastmont Avenue, East Wenatchee.

A Webex link was provided on the District's website for public participation at:  
<https://eastmont206.webex.com/eastmont206/j.php?MTID=m5dcc8c7c0759713560ffa08567a2eec2>

**ATTENDANCE**

Present:

Whitney Smith, Board President  
Cindy Wright, Board Vice President  
Jason Heinz, Board Director  
Steve Piccirillo, Board Director  
Meaghan Vibbert, Board Director  
Becky Berg, Board Secretary/Superintendent  
Brandy Fields, Superintendent's Secretary

Also Participating In-person Only with no one Remote:  
District staff and community members

**APPROVE AGENDA/MODIFICATIONS**

Superintendent Becky Berg reported there were no modifications to the Agenda.

MOVED by Director Vibbert and SECONDED by Director Piccirillo to approve the Agenda for August 22, 2022. The motion CARRIED unanimously.

**STAFF RECOGNITION**

The Board of Directors recognized the following staff:

1. Kara Babst – NC ESD Regional Classified Employee of the Year
2. Kim Spradlin – WA Library Association's Secondary Librarian of the Year
3. Ivy Jacobsen, SRO – NCW Officer of the Year

**PUBLIC COMMENT**

Instructions for public comment were provided on the Agenda. Public Comments could be made to the Board in three ways: 1) In-person by signing up; 2) By writing and sending regular mail to the Administration Office; and 3) By email to [schoolboard@eastmont206.org](mailto:schoolboard@eastmont206.org). There was no public comment.

**INFORMATION**

**A. Board News.**

Director Vibbert shared she had attended the Opening Day All Staff Meeting held earlier that morning at EHS and though it went well with everyone excited to be there. She also attended a couple Open Houses. Director Piccirillo shared he knew someone participating in their 40 year class reunion (EHS Class of '82) held recently and those attending the reunion received a tour of the remodeled EHS. He reported the alumni being impressed with the newest modifications.

**B. Superintendent News.**

Superintendent Berg reported that she too was excited about first day activities and proud to be in public education here at Eastmont. She shared with the Board that she attended recent meetings with regional school administrators and law enforcement on dress code and gang activity; along with also meeting with the YMCA executive director and new Wenatchee School District's superintendent.

**CONSENT AGENDA**

**A. Approval of minutes.** The Board of Directors approved the minutes from the regular meeting held on July 11, 2022.

**B. Payment of bills and/or payroll.** The Board of Directors approved the following checks, direct deposits, or wire transfers listed on check summaries dated August 22, 2022:

Warrant Numbers	Total Dollar Amount
7127793-7127832	\$50,873.16
7127833-7127964	\$553,584.27
7127965-7127992	\$7,442,644.97
7127993-7128016	\$1,395,777.73
7128017-7128017	\$7,208.11
7128018-7128125	\$242,661.28
7128126-7128126	\$6,998.32
7128127-7128127	\$1,494.94
7128128-7128128	\$1,766.74
7128129-7128130	\$962.49
7128131-7128133	\$2,326.10
7128134-7128257	\$536,107.33
202100105-202100105	\$2,222.24

**C. Approval of personnel action.** The Board of Directors approved the Personnel Action Items dated August 22, 2022.

- D. Approval of resolution. The Board of Directors approved the Resolution No. 2022-13 A Resolution for a 2021-22 Budget Extension.
- E. Approval of resolution. The Board of Directors approved Resolution No. 2022-14 A Resolution Adopting the Budget for Fiscal Year 2022-2023.
- F. Approval of fee schedule. The Board of Directors approved the 2022-2023 Local Fee Schedule.
- G. Minimum Basic Education Requirement Compliance Reporting. The Board of Directors reviewed the Minimum Basic Education Requirement Compliance Reporting.
- H. Review of budget status update. The Board of Directors received the Monthly Budget Status Update.

MOVED by Director Piccirillo and SECONDED by Director Heinz to approve Consent Agenda Items #A-H. The motion CARRIED unanimously.

## REPORT

### A. Superintendent's Entry Plan.

Superintendent Becky Berg shared her entry plan with the Board and highlighted her overarching themes with her goals are to build relationships/get to know Eastmont and the people who make up our community, along with begin to understand strengths and areas for growth; to educate citizens about the Bond so they are well informed when they make their choice in November; advance the learning and teaching goals of the Strategic Plan; and to build upon Eastmont's comprehensive Safety Plan.

## DISCUSSION & POSSIBLE ACTION ITEM

### A. Resolution No. 2022-15 A Resolution Expressing Support of Proposition No.1 – Bonds to Improve Safety and Expand and Renovate School Facilities.

Superintendent Becky Berg presented the draft Resolution No. 2022-15 A Resolution Expressing Support of Proposition No.1 – Bonds to Improve Safety and Expand and Renovate School Facilities. She shared the resolution was recommended by our Bond Attorney Jim McNeill.

MOVED by Director Vibbert and SECONDED by Director Heinz to approve Resolution No. 2022-15 A Resolution Expressing Support of Proposition No.1 – Bonds to Improve Safety and Expand and Renovate School Facilities. The motion CARRIED unanimously.

## FUTURE AGENDA ITEMS

None at this time.

## ADJOURNMENT

MOVED by Director Piccirillo and SECONDED by Director Wright to adjourn the meeting. The motion CARRIED unanimously.

The meeting adjourned at 5:55 p.m.

Approval:

\_\_\_\_\_  
Chairperson Date

\_\_\_\_\_  
Secretary Date

TO: Board of Directors

FROM: Kayla Brown, Executive Director of Human Resources

SUBJECT: Personnel Action Items

DATE: September 12, 2022

**CATEGORY**

Informational       Discussion Only       Discussion & Action       Action

**BACKGROUND INFORMATION AND ADMINISTRATIVE CONSIDERATION**

Resignations/Separation

The following people have notified us of their plans to resign for the 22-23 school year:

Last Name	First Name	School	Position
Allan	Jeanene	Clovis	Paraeducator/1 year
Daggett	Kya	Grant	Paraeducator/1 year
Kay	Shelby	District	SLPA/1 year
Minard	Torianna	EHS	Paraeducator/1 year
Pacheco	Rosa	Cascade	Paraeducator/5 days

New Hires

The following people have been offered tentative employment for the 22-23 school year:

Last Name	First Name	School	Position
Asmussen	Lauren	District	Speech Supervision Para
Beckstrom	Ky	District	Custodian
Bilderback	Robin	Clovis	Paraeducator
Cortes-Lemus	Jennifer	EHS	Drug/Alcohol Prevention Spec.
Espinoza	Rosa	Preschool-EHS	Paraeducator
Espinoza-Medina	Andrea	EJHS	ML Paraeducator
Homer	Rebekah	District	ASL Interpreter
Jurado	Liliana	Clovis	Paraeducator
Romero	Jade	EHS	Resource Teacher
York	Ranzy	Lee	Paraeducator

**ATTACHMENTS**

None

**FISCAL IMPACT**

Personnel Expenditure

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**RECOMMENDATION**

The administration recommends approval of the Personnel Action Items listed above.





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TO: Board of Directors

FROM: Becky Berg, Superintendent

SUBJECT: Donation from EHS Wildcat Booster Club

DATE: September 12, 2022

## CATEGORY

Informational       Discussion Only       Discussion & Action       Action

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## BACKGROUND INFORMATION AND ADMINISTRATIVE CONSIDERATION

Board Policy 6114 states that *“Any gift or donation to the District or to an individual school or department of money, materials, or equipment having a value of \$1,500 or greater shall be subject to Board approval.”*

EHS Assistant Principal Stacia Hardie reports EHS Wildcat Booster Club would like to donate \$3,942.61 to EHS FBLA Club account. These funds were raised when parents worked concerts at a regional facility over the summer. This donation will go towards club expenses throughout the year, including local, state, and national competitions and conferences.

## ATTACHMENTS

None

## FISCAL IMPACT

Donation

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## RECOMMENDATION

The administration recommends that the Board accept this donation from EHS Wildcat Booster Club parents for FBLA Club.



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TO: Board of Directors

FROM: Becky Berg, Superintendent

SUBJECT: Interlocal Agreement with the City of East Wenatchee

DATE: September 12, 2022

### CATEGORY

Informational       Discussion Only       Discussion & Action       Action

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### BACKGROUND INFORMATION AND ADMINISTRATIVE CONSIDERATION

Enclosed is a draft Interlocal Agreement with City of East Wenatchee for an additional school resource officer (SRO). It has been reviewed by our attorney and was approved by the City of East Wenatchee City Council at their meeting held on September 6, 2022.

### ATTACHMENTS

Interlocal Agreement

### FISCAL IMPACT

Safety

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### RECOMMENDATION

The administration recommends the Board approve entering into this Interlocal Agreement with the City of East Wenatchee.

**AMENDED AND RESTATED INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF EAST WENATCHEE AND  
THE EASTMONT SCHOOL DISTRICT  
FOR SCHOOL RESOURCE OFFICER SERVICES**

The City of East Wenatchee (“City”) and the Eastmont School District #206 (“District”), both municipal corporations of the State of Washington, located in Douglas County, Washington, entered into an INTERLOCAL AGREEMENT on October 11, 2021 (“Agreement”) and desire now to enter into this AMENDED AND RESTATED INTERLOCAL AGREEMENT (“Amended Agreement”), with respect to the following facts:

WHEREAS, the City and the District have the power, authority, and responsibility to provide security services within their respective jurisdictions and facilities; and

WHEREAS, the District has expressed a desire to execute this Amended Agreement with the City for the services of two full-time police officers, known as a School Resource Officers (“SRO”) to be stationed at Eastmont High School and serving the District’s schools located within the City’s corporate boundaries and those schools out of the City, but within Douglas County; and

WHEREAS, both parties desire to enter into this Amended Agreement for the purpose of utilizing the City’s capabilities to provide the District with SRO services; and

WHEREAS, the District and the City believe that the services rendered by SROs will enhance school security and benefit public safety; and

WHEREAS, the City is willing to assign police officers to serve as

SRO's as set forth herein, subject to the District's commitment to reimburse the City for 60% of the basic salary and benefits for maintaining such positions; and

WHEREAS, the City and the District agree to fund SRO positions in accordance with the terms and conditions set forth in this Amended Agreement; and

WHEREAS, this Amended Agreement is specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington;

NOW THEREFORE,

IN CONSIDERATION OF THE PROMISES AND AGREEMENTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Provision of School Resource Officer Services. Commencing with the start of the 2022-23 school year, thereafter during the term of this Amended Agreement, the City shall provide SRO services (collectively referenced as "Services").

The SROs shall be stationed at a site to be determined by the District and shall primarily serve the District's secondary schools located within the City, but shall also serve the District's others schools located within the City and County on an "as needed" basis. Services are more fully described in Exhibit "A" attached hereto and incorporated by this reference.

The City shall have the sole discretion regarding determination of an SRO applicant pool for the District to collaboratively choose finalists from. The Police Chief will then appoint two SRO's from the collaboratively chosen finalists. The City shall select the equipment, uniform, and supplies that will be used by the SROs, and shall be the sole judge as to the most appropriate, efficient, and effective manner of

handling and responding to calls for Services or the rendering thereof, and for assisting the District with its annual reporting of SRO activities to the Office of the Superintendent of Public Instruction (“OSPI”). In addition, the City shall be solely responsible to ensure that any SRO assigned to work with the District pursuant to this Amended Agreement is fully qualified and trained in accordance with ESHB 1214.SL 2021. The City shall provide documentation that the SROs training series has been completed or describe the plan for the SROs to complete the training series within the first six months of working on school property when students are expected to be present. All training costs required by ESHB 1214.SL 2021 shall be the responsibility of the City.

The SROs are and will remain employees of the City. The delivery of Services, the standards of performance, the discipline of officers, the supervision of the SRO and any other City personnel, and other matters incidental to the performance of the Services, shall remain under the control of the City.

2. Salary and Overtime. The District shall not assume any liability for the direct payment of any salaries, wages, or other compensation to an SRO performing the Services provided hereunder. The City shall be responsible for any cost of overtime for work not covered within the scope of Services defined in Exhibit “A”.

The District shall not be responsible for any off-duty employment costs or overtime costs due to off-duty employment. Off-duty employment agreements, if any, shall be between the District and the City using a separate mutually agreed upon written agreement. Except as otherwise specified herein, the District shall not be liable for compensation for wages or indemnity to any City employee for injury or sickness arising out of his/her employment pursuant to this Amended Agreement.

3. Term. This Amended Agreement shall be effective for a 1-year term, from September 1, 2022 through August 31, 2023. Following expiration of the initial year term, this Amended Agreement shall automatically be extended

for additional one-year terms thereafter, unless advance written notice of cancellation is provided by one party to the other not less than 30 days prior to expiration of the then current one-year term.

4. Payment for Services. The parties agree that the annual base salary cost, including benefits, for maintaining one full-time SRO position is presently \$134,920.95. The cost for two full-time SRO positions therefore is \$269,841.90. The District will reimburse the City 60% of the aforementioned annual base salary and benefits costs for two non-supervisory full-time officers as provided by this Amended Agreement, for the term of this Amended Agreement. Annual charges will be billed in four quarterly installments. The City further has agreed to provide a vehicle for the first full-time SRO officer at no additional cost to the District. However, for the second full-time SRO officer, the District shall remit an additional of \$1,980.00 per quarter as a vehicle offset for the second SRO. In the event an SRO position isn't filled or becomes vacant, then the cost to the District will be prorated. Both parties acknowledge some training will need to occur during the 180 days with summer training utilized whenever possible.

The District shall remit payment to the City within thirty (30) days after receipt of a quarterly invoice. The finance directors for each party are authorized to modify this payment schedule and process by subsequent mutual agreement, provided such understandings or modifications shall be in writing so long as full total payment for a given school year is made at least annually.

5. Emergency Situations. During days when school is in session, SROs will not be assigned by the City to duties other than those set forth herein, except for required City Police Departmental training or in response to emergency conditions, as determined by the sole discretion of the Chief of Police, that necessitate the response of additional police personnel.

6. Indemnification. The parties mutually agree to defend at its own expense, indemnify and hold harmless the other party, its hired, appointed and elected officers, officials, employees, agents, and volunteers from and against any and all liabilities, judgments, liens, losses, costs, damages and expenses, including costs and attorney fees in defense thereof, because of actions, claims or lawsuits of any kind that allege injury or death to a person, or damage, injury, or destruction to property or the enjoyment of property caused or allegedly caused or occasioned in whole or in part by or arising out of the performance or carrying out of the terms of this Amended Agreement and/or amendments to this Amended Agreement, except to the extent that such injury or death to a person, or damage, injury, or destruction of property or the enjoyment of property is caused by the negligent or intentional tortious acts of the other party, and/or its hired, appointed and elected officers, officials, employees, agents and volunteers.
7. Compliance with Laws. The District acknowledges that, in addition to compliance by the City with all applicable laws and regulations relating to employee hiring, the City's Civil Service rules prohibit discrimination on the basis on non-merit factors. Additionally, the District acknowledges and agrees that the Services rendered hereunder may be affected by provisions of the collective bargaining agreement between the City and the union representing the SRO's.
8. Future Costs. Amount for subsequent years. Commencing January 1, 2023, and for each year thereafter, the District will increase its payment to the City by 100% of the U.S. Consumer price Index for Urban Wage Earners and Clerical Worker (CPI-W) July to July statistics for the Pacific Region (Series ID # CWUR0490SA0) for the preceding twelve months. Minimum increase shall be 1%; maximum increase 3%. The City's Finance Director shall notify the District of the amount of the payment on or before November 1 of each year.

9. Student Discipline. The parties understand and agree that the District has sole responsibility for the administration of student discipline.
10. Modification. Either party may, in writing, request changes in the Amended Agreement. Any and all agreed modifications shall be in writing, signed, by each of the parties and affixed to this Amended Agreement.
11. Venue and Governing Law. In the event of litigation arising out of the construction or interpretation of any of the terms of this Amended Agreement, the venue of such action of litigation shall be in the courts of the State of Washington, County of Douglas. This Amended Agreement shall be governed by the law of the State of Washington.
12. Evaluation and Complaints. The evaluation of an SRO shall be the responsibility of the City. The evaluation of an SRO shall include information obtained from the District Superintendent or designee.

The parties shall have a process for families to file complaints related to the SRO's with the District and City. The District's complaint resolution process is found in District Policy and Procedure 4311 (School Safety and Security Services Program). The City's complaint resolution process for the SRO is found in City Department Policy 1010.

13. Mediation. In the event that a dispute shall arise regarding the terms, conditions, or breach of this Amended Agreement, the parties shall, as a condition precedent to taking any action and as a condition precedent to litigation, mediate the dispute using the services of a mutually agreed upon independent mediator. The site of the mediation shall be in Douglas County. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.
14. Confidentiality. Laws involving confidentiality govern both the District and the City. Both the District and the City agree that its employees,



subcontractors, and others shall maintain the confidentiality of all information provided by the other to the extent authorized to do so by the laws governing each. The federal Family Educational Rights and Privacy Act (FERPA) governs the District and the City understands that this act and other state and federal laws will restrict the issuance of certain information to the City. The District likewise understands that certain intelligence and law enforcement information is to remain confidential and in the sole control of the City. Each agency agrees to respect the requirement imposed on the other and in the event of any judicial action being taken to promptly notify the other of any attempt to seek disclosure of information.

15. Notices. Any notices required to be given by the parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.
16. Severability. If any term or condition of this Amended Agreement or the application thereof to any persons(s) or circumstances is held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portion of this Amended Agreement and the remainder shall remain in full force and effect. The terms and conditions of this Amended Agreement are declared severable.
17. Captions. The captions used herein are for convenience only and are not a part of this Amended Agreement and do not in any way limit or amplify the terms and provisions hereof.
18. No Waiver. Waiver of any breach or condition of this Amended Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Amended Agreement shall be held

to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

19. Entire Agreement. This written Amended Agreement represents the entire agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties.
20. Counterpart Originals. This Amended Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
21. No New Entity. This Amended Agreement is for the provision of services to benefit both parties. No new entity or governing board is needed or created. The administrators of this Amended Agreement shall be the Superintendent of the District and the Mayor for the City. The parties do not anticipate acquiring jointly-owned personal or real property under this Amended Agreement. All assets of each party shall remain their assets through the term of the Amended Agreement and its expiration.
22. Filing. As required by RCW 39.34.040, prior to this Amended Agreement's entry into force, this Amended Agreement shall be filed with the county auditor or, alternatively, listed by subject on each party's web site or other electronically retrievable public source.

APPROVED BY THE EASTMONT SCHOOL DISTRICT BOARD OF DIRECTORS  
ON \_\_\_\_\_

APPROVED BY THE EAST WENATCHEE CITY COUNCIL ON \_\_\_\_\_

**CITY OF EAST WENATCHEE**

**EASTMONT SCHOOL DISTRICT**

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**By: Jerrilea Crawford**  
**Its: Mayor**

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**By: Dr. Becky Berg**  
**Its: Superintendent**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTICES TO BE SENT TO:**

Jerrilea Crawford, Mayor  
City of East Wenatchee  
271 9th Street NE  
East Wenatchee, WA 98802

**NOTICES TO BE SENT TO:**

Dr. Becky Berg, Superintendent  
Eastmont School District  
800 Eastmont Avenue  
East Wenatchee, WA 98802

## EXHIBIT "A"

### PROGRAM GOALS:

- To improve the relationship between the City of East Wenatchee Police Department and the Eastmont School District.
- To reduce crime and improve security in the schools.
- To improve the quality of education in school.

### PROGRAM BENEFITS:

- The SRO Program should help reduce crime in the schools and community. It will do so by intervening earlier in the delinquency pattern as well as offering students a positive role model.
- The physical security of the schools will be improved. This will result in a safer environment for students and faculty.
- The SRO will improve the liaison between students and faculty and the City Police Department. Overall, the relationship between the schools, staff, students, the City Police Department, and the community will improve.

SRO duties are those duties that are typically outside of the standard law enforcement requirements or do not require a commission to perform. An SRO is often performing dual roles, those identified as an SRO and those performed as a commissioned law enforcement officer. By way of illustration the duties performed as an SRO and duties performed as a commissioned law enforcement officer are described below.

### SRO DUTIES:

1. Complete the required OSPI training prior to assignment.
2. Not participate in formal school discipline situations that are the responsibility of school administrators.
3. Respond to administrator approved requests from teachers and staff for SRO assistance.
4. Provide specialized training to school staff and students designed to improve security in the school. Topics, for example, can include drug and gang identification, stranger awareness, sexual predators, crime prevention, and safety presentations, etc.
5. Provide advice to School District personnel on law enforcement issues. Officers will assist in suggesting solutions to security problems that arise in the School District.
6. Assist School District personnel in the identification of/and behavior modification of behaviors not conducive to a positive school environment and assist in law

enforcement and security-related problem resolution.

7. Work with School District security personnel on matters of mutual concern and provide them with training to enhance school safety.
8. Develop mentor relationships with students when possible.
9. Work flexible or adjusted shifts when necessary and permissible by labor Agreement to accommodate evening meetings, presentations, or other classes involving the SRO.
10. SROs generally will not take any vacation during periods in which school is in session. If this should occur, the City agrees to make reasonable efforts to assign other officers to provide SRO Services in the regular officer's absence.
11. Maintain appropriate school records and preserve the confidentiality of student records.

**LAW ENFORCEMENT DUTIES:**

1. Conduct preliminary investigations of crimes that have occurred on/off campus involving students from any school district and that are reported at the schools within the Eastmont School District.
2. Handle traffic complaints involving anyone on District properties and immediately adjoining areas.
3. Attend City of East Wenatchee Police Department and District training as required.
4. Conduct investigations involving crimes committed on school property located within the City of East Wenatchee.
5. Investigate illegal acts and suspicious activities occurring on school property.
6. Conduct investigations into reported or suspected abuse or neglect of students.



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800 EASTMONT AVE. • EAST WENATCHEE, WA 98802

TO: Board of Directors

FROM: Caryn Metsker, Executive Director of Financial Services

SUBJECT: Monthly Student Enrollment Report

DATE: September 12, 2022

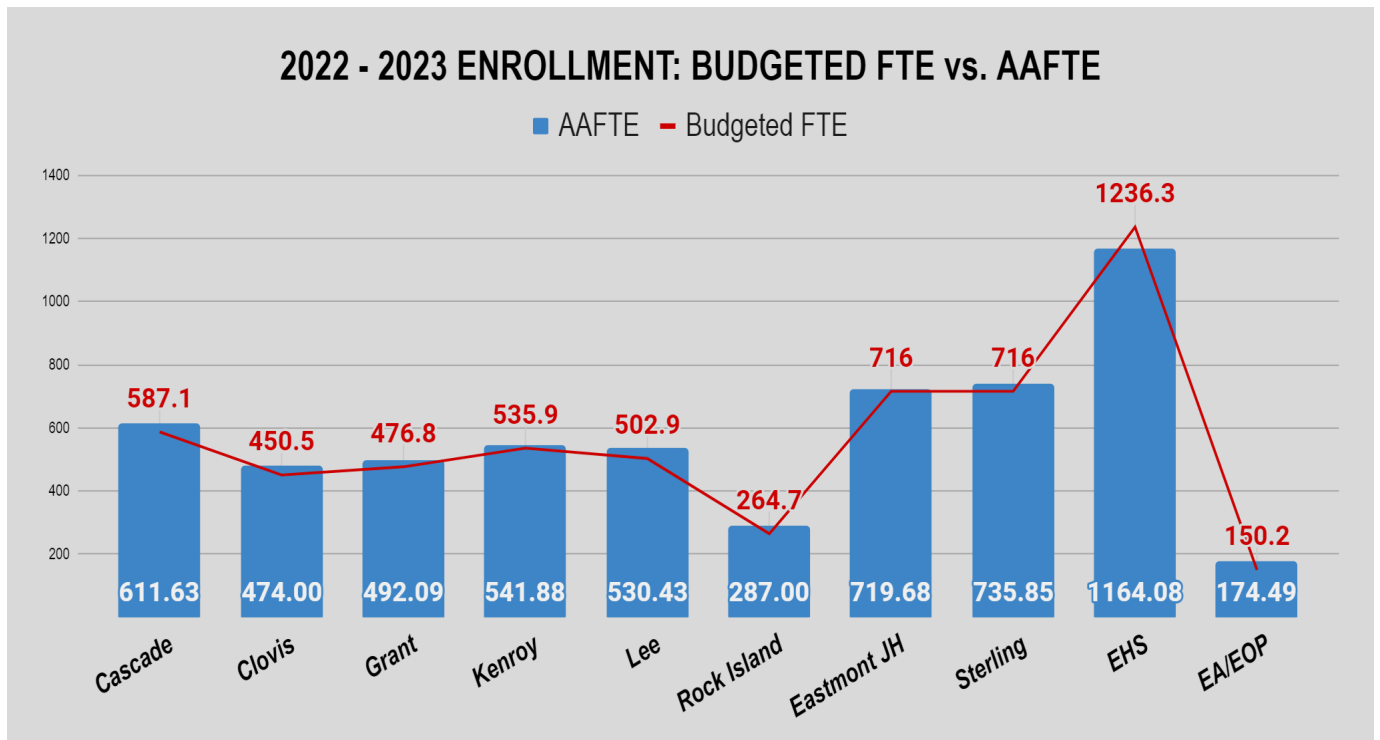
The first official count of each school year occurs on the fourth school day in September. The following data reflects our count as of September 7, 2022.

Total student head count reported, including our Alternative Learning program, is **5,861**. This is an increase of 56 from the headcount in September 2021, which was 5,805.

Total student Full Time Enrollment (FTE) reported is **5,731.13**. This is an increase of 95.03 FTE from the overall budgeted FTE of 5,636.10 for the 2022-2023 school year.

- K-12 Student enrollment is **70.74** more than expected
- ALE Program enrollment is **24.29** more than expected

**The following chart compares budgeted to actual FTE by building:**



**The following table compares budgeted to actual FTE by grade level/program:**

**Budget vs. Actual FTE  
by Grade Level**

<b>Grade Level</b>	<b>Budget</b>	<b>Actual</b>	<b>Difference</b>
<i>TK</i>	0.00	51.00	51.00
<i>K</i>	395.00	383.24	(11.76)
<i>1</i>	371.80	396.00	24.20
<i>2</i>	363.20	392.09	28.89
<i>3</i>	425.50	437.00	11.50
<i>4</i>	401.80	402.00	0.20
<i>5</i>	397.10	409.09	11.99
<i>6</i>	463.50	468.61	5.11
<i>7</i>	440.80	451.45	10.65
<i>8</i>	458.90	458.54	(0.36)
<i>9</i>	532.00	543.54	11.54
<i>10</i>	460.80	459.94	(0.86)
<i>11</i>	456.70	383.52	(73.18)
<i>12</i>	318.80	320.62	1.82
<i>EA K-6</i>	42.20	39.00	(3.20)
<i>EA 7-9</i>	24.70	6.45	(18.25)
<i>EHS Opp 10-12</i>	83.30	129.04	45.74
<b>Total FTE</b>	<b>5,636.10</b>	<b>5,731.13</b>	<b>95.03</b>



## K-12 Curriculum Adoption Cycle and History

Projected Adoption Schedule			
Subject(s)	Research / Pilot Yr	Implementation Yr	Estimated Cost
ELA (K-6)	2022-2023	2023-2024	
Math (7-12)	2023-2024	2024-2025	
ELA (7-12) / Math (K-6)	2024-2025	2025-2026	
Science (K-8)	2025-2026	2026-2027	
Health/PE (K-12), Social Studies (K-12), Foreign Language (9-12)	2026-2027	2027-2028	
Music/The Arts (K-12)	2028-2029	2029-2030	

Previous Adoptions	
Subject	Implementation Year
Science (9-12)	2022-2023
Music/The Arts (K-12)	2021-2022
Health/PE (K-12), Social Studies (K-12), Foreign Language (9-12)	2020-2021
<None>	2019-2020
Mathematics (K-5); Science (K-5)	2018-2019
Mathematics (6-12), Science (6-8)	2017-2018
ELA (K-5): <a href="#">Wonders (K)</a> , <a href="#">Journeys (1st-5th)</a>	2016-2017
ELA (6-12)	2015-2016
Science (9-12)	2014-2015
<None>	2013-2014
Music (K-12)	2012-2013
Foreign Language (9-12)	2011-2012
Reading	2010-2011





# Eastmont School District

*Relationships, Relevance, Rigor, Results*

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PE/Health (K-12), Calculus	2009-2010
Math (K-12), Social Studies (8-12)	2008-2009
Science (6-12), Social Studies (8-12)	2007-2008

(Updated 9-6-22)



# Eastmont School District #206 Relationships, Relevance, Rigor, and Results Professional Development Report for 2021-2022

## Certificated

### Title Ila Revenues & Expenditures and Staff

School Year	Funding	Carryover	Expenditures
2017-18	196,438	23,002	218,006
2018-19	180,969	1,434	143,429
2019-20	210,050	38,974	121,685
2020-21	186,330	77,872	135,194
2021-22	192,001	129,008	228,034

School Year	# Of Courses	# Of CECH	# of participants
2017-18	48	NA	1356
2018-19	50	NA	1883
2019-20	38	NA	2123
2020-21	12	181	799
2021-22	70	410.5	3307

District Goal/Strategy/Activity	Professional Development	Progress to date
Goal 2: Instruction 2) Demonstrating effective teaching practices.	GLAD, CEL 5D+, Step Up to Writing, Special Education, Science of Reading, Science Kits, etc..	Implemented and ongoing.
Goal 3: Students 2) Provide a safe environment for students and adults to learn and work	Classroom Management, Safety Care, Ukeru, Character Strong, Combat First Aid	Implemented and ongoing.
Goal 6: Management Support: 4) Technology training shall be provided to staff to maintain current skills.	PD focused on remote instruction and use of Google Classroom and other electronic tools	Implemented and ongoing.

## Classified Paraeducator

School Year	# Of Courses	# Of CECH	# of participants
2017-18	20	109	219
2018-19	23	144	868
2019-20	30	151.5	1,385
2020-21	10	45	339
2021-22	26	121	1,014

District Goal/Strategy/Activity	Professional Development	Progress to date
To ensure all paraeducators are trained according to state requirements	PESB FCS, General Certificate	Continued annual training provided
Provide a diverse training to enhance skills and ability of all paraeducators	Combat Trauma and First Aid training, Love and Logic	Provided August 2022
Inform paraeducators of various student background and behaviors	Behavior strategies, ACES, SEL training	Provided August 2022



## EASTMONT SCHOOL DISTRICT

*Relationships, Relevance, Rigor, Results*

509.884.7169 • FAX: 509.884.4210 • WWW.EASTMONT206.ORG

800 EASTMONT AVE. • EAST WENATCHEE, WA 98802

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TO: Board of Directors

FROM: Becky Berg, Superintendent

SUBJECT: Resolution No. 2022-16 A Resolution Regarding the City of East Wenatchee Safe Routes to Schools Pedestrian Improvements Project

DATE: September 12, 2022

### CATEGORY

Informational

Discussion Only

Discussion & Action

Action

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### BACKGROUND INFORMATION AND ADMINISTRATIVE CONSIDERATION

We have been working with the City of East Wenatchee regarding their Safe Routes to School, Pedestrian Improvements Project. Our property around two of our schools, Kenroy Elementary School and Sterling Junior High School, is involved in their project.

Enclosed is a draft Resolution No. 2022-16 A Resolution Regarding the City of East Wenatchee-Safe Routes to Schools Pedestrian Improvement Project, along with Offer Letters, Quitclaim Deeds, and Temporary Construction Easements. Our attorney and Director of Operations Laine Heikel have been involved in this process as well.

### ATTACHMENTS

Several

### FISCAL IMPACT

Safe Walking Routes

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### RECOMMENDATION

The administration recommends that the Board approve Resolution No. 2022-16 A Resolution Regarding the City of East Wenatchee-Safe Routes to Schools Pedestrian Improvement Project and authorize the superintendent to execute the attached Offer Letters, Quit Claim Deeds, and Temporary Construction Easements.

**RESOLUTION NO. 2022-16**

**A RESOLUTION REGARDING THE  
CITY OF EAST WENATCHEE-SAFE ROUTES TO SCHOOL,  
PEDESTRIAN IMPROVEMENTS PROJECT**

**WHEREAS**, the Eastmont School District No. 206, Douglas County, Washington (“District”), is a public school district duly organized and existing under and by virtue of the Constitution and laws of the State of Washington; and

**WHEREAS**, the City of East Wenatchee has offered to purchase specific property rights owned by the District under the imminent threat of its exercise of eminent domain in connection with its City of East Wenatchee-Safe Routes to School, Pedestrian Improvements project; and

**WHEREAS**, the City of East Wenatchee has offered to purchase said property rights owned by the District as described in the attached August 22, 2022 Offer Letters, Quitclaim Deeds, and Temporary Construction Easements.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of Eastmont School District No. 206, Douglas County, Washington, as follows:

1. The City of East Wenatchee’s offer to purchase specific property rights owned by the District as described in the attached August 22, 2022 Offer Letters, Quitclaim Deeds, and Temporary Construction Easements is hereby accepted and approved by the District.
2. That the Board of Directors hereby authorizes and directs Dr. Becky Berg, acting in the capacity as Superintendent, to execute the attached August 22, 2022 Offer Letters, Quitclaim Deeds, and Temporary Construction Easements, and to take all actions necessary to complete said transaction on behalf of the District.

**ADOPTED** by the Board of Directors of Eastmont School District No. 206, Douglas County, Washington, at a regular open public meeting, held on September 12, 2022, with the following Directors being present and voting thereon.

**ATTEST:**

\_\_\_\_\_  
Dr. Becky Berg, Superintendent/Secretary

\_\_\_\_\_  
Date

**BOARD OF DIRECTORS**

\_\_\_\_\_  
Whitney Smith, Board President

\_\_\_\_\_  
Cindy Wright, Board Vice President

\_\_\_\_\_  
Jason Heinz, Board Member

\_\_\_\_\_  
Steve Piccirillo, Board Member

\_\_\_\_\_  
Meaghan Vibbert, Board Member



August 22, 2022

Dr. Becky Berg  
c/o Eastmont School District No. 206  
800 Eastmont Ave.  
East Wenatchee, WA 98802

**Offer Letter**

Project Title: City of East Wenatchee- Safe Routes to School, Pedestrian Improvements  
Parcel No.: 22201210014  
Federal Aid No: SRTS-5906(001)

Dear Dr. Berg:

The City plans to proceed with the above-titled public project. This project is for temporary access rights to construct curb, gutter, sidewalks, and driveway approaches.

The purpose of this letter is to notify you of the following:

- The Agency’s interest in acquiring your property and/or property rights for this project.
- The Agency’s determination of just compensation for your property and/or property rights.
- The basic protections afforded to you by law.

As outlined below, the Agency has established an amount it believes is just compensation based on the market value estimated for your property. The Agency’s offer is as follows:

Fee	1,051 SF	\$1,839.00
Temporary Easement	3,045 SF	\$1,510.00
Improvements	Asphalt	\$1,193.00
	Grass	\$1,631.00
	Trees	\$1,000.00
	Fencing	\$4,283.00
	Gate	\$552.00
<b>Total Amount (Rounded)</b>		<b>\$12,100.00</b>

This administrative offer is based upon market research, which is used when the property rights being acquired have compensation of less than \$25,000. Accordingly, an appraisal has not been completed on this property. You have the right to request that the Agency



appraise your property. If you feel an appraisal is necessary, the Agency will have one prepared.

If a mutually agreeable settlement is not reached, the Agency, acting in the public interest, will use its right of eminent domain to acquire property for public use. In conformity with the Washington State Constitution and laws, the Agency's legal counsel will file a condemnation suit to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for the property. This action is taken to ensure your rights as an individual property owner are protected. If a condemnation action is filed, you should consider consulting with an attorney to ensure that you receive appropriate representation.

You may wish to employ professional services to evaluate the Agency's offer. If you do so, we suggest that you employ well-qualified evaluators so that the resulting evaluation report will be useful to you in deciding whether to accept the Agency's offer. The Agency will reimburse up to \$750.00 of your evaluation costs upon submission of the bills or paid receipts.

The Internal Revenue Service (IRS) requires that the Agency obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction.

Payment for your property and/or property rights will be made available to you as soon as reasonably possible after acceptance of the Agency's offer, provided that there are not delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, the Agency becomes the owner of the property purchased and responsible for its control and management.

If you have personal property presently located on the property being acquired by the Agency that needs to be moved, the Agency will reimburse you for the cost of moving it through the Relocation Assistance program.

Enclosed please find the following:

- A plan sheet showing the property rights needing to be acquired.
- The necessary legal documents for the transferring of the property or property rights.
- Real Property Voucher
- W-9 per IRS requirements
- A copy of the valuation of your property
- Title Report
- Transportation Needs and You Brochure (explaining the Right of Way acquisition process)

This letter has been sent to provide a concise statement of Agency's offer and summary of your rights. Please feel free to direct any questions you may have to the undersigned. Thank you for your time and consideration.

Sincerely,



Melinda Burkhart  
Project Manager  
Tierra Right of Way Services, Ltd.  
509-630-7670 mobile | 800-887-0847 office  
[Melinda.Burkhart@tierra-row.com](mailto:Melinda.Burkhart@tierra-row.com)

Enclosures

**Acknowledgment of receipt of Offer Letter**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Signature above does not mean acceptance or rejection of offer.*



## REAL PROPERTY VOUCHER

<b>AGENCY NAME</b>  <b>City of East Wenatchee</b> Public Works Department 271 Ninth Street NE East Wenatchee, WA 98802		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
<b>GRANTOR OR CLAIMANT (NAME, ADDRESS)</b>  Eastmont School District No. 206 800 Eastmont Ave. East Wenatchee, WA 98802		<b>TIN/SSN:</b>  X	<b>SIGNATURE (IN INK) FOR EACH CLAIMANT</b>  X  <b>Eastmont School District No. 206</b> By: Garn Christensen Its: Superintendent
<b>PROJECT NO. AND TITLE</b> City of East Wenatchee - Safe Routes to School, Pedestrian Improvements			
<b>FEDERAL AID NO.</b> SRTS-5906(001)	<b>PARCEL NO.</b> 22201210014	X	
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:			
		DATED	\$ AMOUNT
<b>LAND:</b> FEE: 1,051 SF TCE: 3,045 SF		+	\$1,839.00
		+	\$1,510.00
<b>IMPROVEMENTS:</b> Asphalt Grass Trees Fencing Gate		+	\$1,193.00
		+	\$1,631.00
		+	\$1,000.00
		+	\$4,283.00
		+	\$552.00
<b>DAMAGES:</b> Cost to Cure Proximity Other		+	
		+	
		+	
<b>SPECIAL BENEFITS</b>			
<b>JC (Just Compensation) Amount</b>			\$12,100.00
<b>REMAINDER:</b> Uneconomic Remnant Excess Acquisition			
		+	
		+	
<b>DEDUCTIONS:</b> Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other			
		+	
		+	
		+	
		+	
		+	
		+	
		+	
		+	
<b>ACQUISITION AGENT</b>  Chantel Ham		DATE	Voucher No.
<b>AUTHORIZED AGENT FOR AGENCY</b>		DATE	<b>TOTAL AMOUNT PAID</b>  \$12,100.00 Rounded

After recording return document to:

City of East Wenatchee  
Public Works Department  
271 Ninth Street NE  
East Wenatchee, WA 98802

**Document Title:** Quitclaim Deed

**Reference Number of Related Document:** N/A

**Grantors:** Eastmont School District No. 206 of Douglas County

**Grantees:** City of East Wenatchee, a municipal corporation

**Legal Description:** PTN OF: TAX 90 IN SENE; (KENROY ELEMENTARY)

**Additional Legal Description is on Page 4, 5, and 6 of Document.**

**Assessor's Tax Parcel Number:** 22201210014

## QUITCLAIM DEED

City of East Wenatchee-Safe Routes to School, Pedestrian Improvements

The Grantor, Eastmont School District No. 206 of Douglas County, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and quitclaims to the City of East Wenatchee, Grantee, the following described real property situated in Douglas County, in the State of Washington, together with all after acquired title of the Grantor herein, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions  
See Exhibit A and Exhibit B attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of East Wenatchee unless and until accepted and approved hereon in writing for the City of East Wenatchee, by its authorized agent.

**Quitclaim Deed**

Subject to all existing encumbrances, including easements, covenants, conditions, restrictions, and reservations, if any.

Dated: September \_\_\_\_, 2022.

Eastmont School District No. 206

\_\_\_\_\_  
By: Dr. Becky Berg  
Its: Superintendent

Accepted and Approved City of East Wenatchee:      Approved to as form:

By: \_\_\_\_\_  
Printed Name: Jerrilea Crawford  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Sean Lewis  
Title: Deputy Prosecuting Attorney  
Date: \_\_\_\_\_

**Quitclaim Deed**

STATE OF WASHINGTON )  
 : ss  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_ 2022, before me personally appeared Dr. Becky Berg known to me to be the Superintendent of the Eastmont School District No. 206 of Douglas County, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said School District for the uses and purposes therein mentioned and each on oath stated that she was authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

# Quitclaim Deed

**EXHIBIT A**  
**PARCEL NO. 22201210014**  
**RIGHT OF WAY ACQUISITION**

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING THE INTERSECTION OF THE NORTHERLY MARGIN OF 5<sup>TH</sup> STREET NORTHEAST AND THE WESTERLY MARGIN OF NORTH KANSAS AVENUE;

THENCE NORTH 89° 49' 15" WEST ALONG SAID NORTHERLY MARGIN, 24.82 FEET;

THENCE NORTH 00° 10' 45" EAST, 3.00 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 00° 10' 41" EAST, 21.50 FEET, AN ARC DISTANCE OF 34.07 FEET, TO A LINE THAT IS 33.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID NORTH KANSAS AVENUE;

THENCE NORTH 00° 34' 16" WEST ALONG SAID PARALLEL LINE, 127.28 FEET;

THENCE NORTH 39° 13' 52" WEST, 6.40 FEET TO A LINE THAT IS 37.00 FEET WESTERLY OF AND PARALLEL WITH SAID CENTERLINE OF SAID NORTH KANSAS AVENUE;

THENCE NORTH 00° 34' 16" WEST ALONG SAID PARALLEL LINE, 37.27 FEET;

THENCE NORTH 38° 05' 19" EAST, 6.40 FEET TO SAID LINE THAT IS 33.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID NORTH KANSAS AVENUE;

THENCE NORTH 00° 34' 16" WEST ALONG SAID PARALLEL LINE, 38.73 FEET;

THENCE NORTH 89° 25' 44" EAST, 3.00 FEET TO SAID WESTERLY MARGIN OF NORTH KANSAS AVENUE;

THENCE SOUTH 00° 34' 16" EAST ALONG SAID WESTERLY MARGIN, 238.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,051 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 3734866, DATED APRIL 6, 2021)

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERN BOUNDARY OF THE NORTHEAST QUARTER, 30 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12, AND PROCEEDING WESTERLY ALONG A LINE PARALLEL TO AND 30 FEET DISTANT FROM THE SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 12 FOR A DISTANCE OF 816.2 FEET TO A POINT OF BEGINNING;

THENCE TURNING RIGHT AND PROCEEDING NORTHERLY ALONG THE WESTERLY BOUNDARY OF K-1 ST. (NOW NO KANSAS) AS SHOW ON THE PLAT OF KENROY SECOND ADDITION, DOUGLAS COUNTY, WASHINGTON, ACCORDING TO THE RECORDED PLAT THEREOF, FOR A DISTANCE OF 1131.43 FEET; THENCE TURNING LEFT AND PROCEEDING WESTERLY ALONG A LINE PARALLEL TO AND APPROXIMATELY 168.02 FEET DISTANT FROM NORTHERLY BOUNDARY OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 12, FOR A DISTANCE OF 385 FEET;

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Page 1 of 2



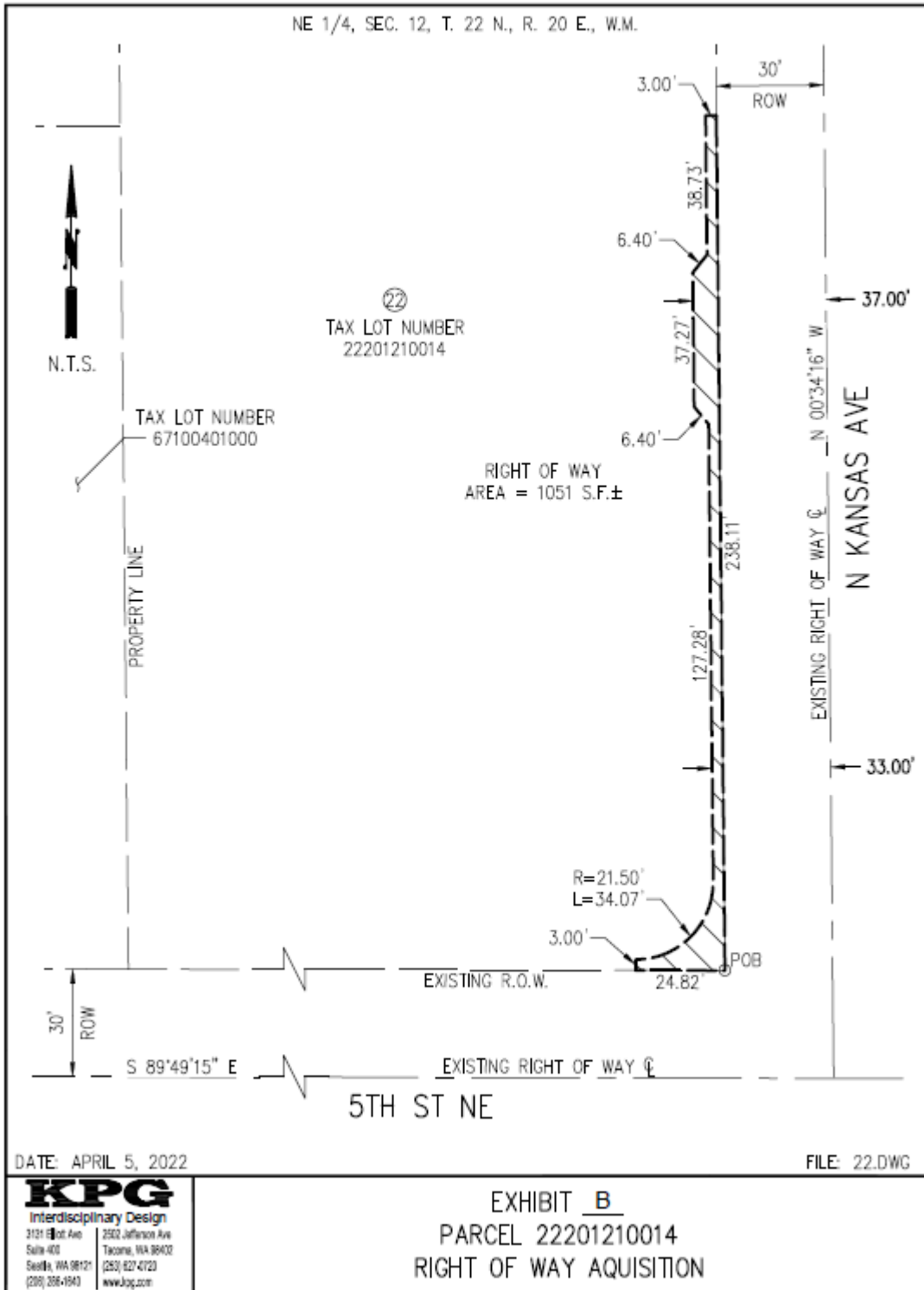
## Quitclaim Deed

THENCE TURNING LEFT AND PROCEEDING SOUTHERLY ALONG A LINE PARALLEL TO SAID K-1 ST.  
(NOW NO. KANSAS) FOR A DISTANCE OF 1131.43 FEET TO A POINT 30 FEET NORTH OF THE  
SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 12;  
THENCE TURNING LEFT AND PROCEEDING EASTERLY ALONG A LINE PARALLEL TO AND 30 FEET  
DISTANT FROM THE SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 12;  
FOR A DISTANCE OF 385 FOOT TO THE POINT OF BEGINNING.

04/20/2022



# Quitclaim Deed



After recording return document to:

City of East Wenatchee  
Public Works Department  
271 Ninth Street NE  
East Wenatchee, WA 98802

**Document Title:** Temporary Construction Easement  
**Reference Number of Related Document:** N/A  
**Grantors:** Eastmont School District No. 206 of Douglas County  
**Grantees:** City of East Wenatchee, a municipal corporation  
**Legal Description:** PTN OF: TAX 90 IN SENE; (KENROY ELEMENTARY)  
**Additional Legal Description is on Page 4, 5, and 6 of Document.**  
**Assessor's Tax Parcel Number:** 22201210014

## TEMPORARY CONSTRUCTION EASEMENT

City of East Wenatchee- Safe Routes to School, Pedestrian Improvements

The Grantor, Eastmont School District No. 206 of Douglas County, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the City of East Wenatchee, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege, and non-exclusive temporary construction easement over, upon, and across the hereinafter described lands for the purpose of constructing curb, gutter, sidewalks, and driveway approaches.

Said lands being situated in Douglas County, State of Washington, and described in Exhibit A and Exhibit B, attached hereto, and made a part hereof.

The term of this Temporary Construction Easement shall commence on the date of acceptance of this Temporary Construction Easement by Grantee and shall terminate on December 31, 2024. Prior to any work in the easement area by Grantee and its assigns, Grantee shall submit a notification for the same to the Grantor's Superintendent or designee. No such work by Grantee shall be commenced without the Grantor's prior written approval, which approval shall not be unreasonably withheld. Grantee shall coordinate the dates of its construction or other activities on Grantor's property with the Grantor. Grantee shall exercise its rights hereunder so as to minimize interference with Grantor's use of the real property and Grantor's improvement projects. All areas within the temporary construction easement area



**TEMPORARY CONSTRUCTION EASEMENT**

disturbed due to construction of Grantee’s project shall be restored to the condition such property was in prior to any such work at Grantee’s sole cost and expense.

It is understood and agreed that delivery of this temporary construction easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of East Wenatchee unless and until accepted and approved hereon in writing for the City of East Wenatchee, by its authorized agent.

Dated: September \_\_\_\_, 2022.

Eastmont School District No. 206

\_\_\_\_\_  
By: Dr. Becky Berg  
Its: Superintendent

Accepted and Approved City of East Wenatchee:    Approved to as form:

By: \_\_\_\_\_  
Printed Name: Jerrilea Crawford  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Sean Lewis  
Title: Deputy Prosecuting Attorney  
Date: \_\_\_\_\_



# TEMPORARY CONSTRUCTION EASEMENT

**EXHIBIT A**  
**PARCEL NO. 22201210014**  
**TEMPORARY CONSTRUCTION EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING THE INTERSECTION OF THE NORTHERLY MARGIN OF 5<sup>TH</sup> STREET NORTHEAST AND THE WESTERLY MARGIN OF NORTH KANSAS AVENUE;

THENCE NORTH 89° 49' 15" WEST ALONG SAID NORTHERLY MARGIN, 24.82 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00° 10' 45" EAST, 3.00 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 00° 10' 41" EAST, 21.50 FEET, AN ARC DISTANCE OF 34.07 FEET, TO A LINE THAT IS 33.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID NORTH KANSAS AVENUE;

THENCE NORTH 00° 34' 16" WEST ALONG SAID PARALLEL LINE, 127.28 FEET;

THENCE NORTH 39° 13' 52" WEST, 6.40 FEET TO A LINE THAT IS 37.00 FEET WESTERLY OF AND PARALLEL WITH SAID CENTERLINE OF SAID NORTH KANSAS AVENUE;

THENCE NORTH 00° 34' 16" WEST ALONG SAID PARALLEL LINE, 37.27 FEET;

THENCE NORTH 38° 05' 19" EAST, 6.40 FEET TO SAID LINE THAT IS 33.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID NORTH KANSAS AVENUE;

THENCE NORTH 00° 34' 16" WEST ALONG SAID PARALLEL LINE, 38.73 FEET;

THENCE SOUTH 89° 25' 44" WEST, 3.00 FEET TO SAID LINE THAT IS 47.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID NORTH KANSAS AVENUE;

THENCE SOUTH 00° 34' 16" EAST ALONG SAID PARALLEL LINE, 40.76 FEET;

THENCE SOUTH 89° 25' 44" WEST, 6.00 FEET TO A LINE THAT IS 42.00 FEET WESTERLY OF AND PARALLEL WITH SAID CENTERLINE OF SAID NORTH KANSAS AVENUE;

THENCE SOUTH 00° 34' 16" EAST ALONG SAID PARALLEL LINE, 43.21 FEET;

THENCE NORTH 89° 25' 44" EAST, 6.00 FEET TO SAID LINE THAT IS 37.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID NORTH KANSAS AVENUE;

THENCE SOUTH 00° 34' 16" EAST ALONG SAID PARALLEL LINE, 131.80 FEET;

THENCE SOUTH 44° 48' 25" WEST, 22.87 FEET TO A LINE THAT IS 36.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID 5<sup>TH</sup> STREET NORTHEAST;

THENCE NORTH 89° 49' 15" WEST ALONG SAID PARALLEL LINE, 363.03 FEET TO THE WEST LINE OF SAID PARCEL "A";

THENCE SOUTH 00° 33' 45" EAST ALONG SAID WEST LINE, 6.00 FEET TO SAID NORTHERLY MARGIN OF 5<sup>TH</sup> STREET NORTHEAST;

THENCE SOUTH 89° 49' 15" EAST ALONG SAID NORTHERLY MARGIN, 360.49 FEET TO THE TRUE POINT OF BEGINNING.

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Page 1 of 2



## TEMPORARY CONSTRUCTION EASEMENT

CONTAINING 3,045 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 3734866, DATED APRIL 6, 2021)

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 22 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERN BOUNDARY OF THE NORTHEAST QUARTER, 30 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 12, AND PROCEEDING WESTERLY ALONG A LINE PARALLEL TO AND 30 FEET DISTANT FROM THE SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 12 FOR A DISTANCE OF 816.2 FEET TO A POINT OF BEGINNING;

THENCE TURNING RIGHT AND PROCEEDING NORTHERLY ALONG THE WESTERLY BOUNDARY OF K-1 ST. (NOW NO KANSAS) AS SHOW ON THE PLAT OF KENROY SECOND ADDITION, DOUGLAS COUNTY, WASHINGTON, ACCORDING TO THE RECORDED PLAT THEREOF, FOR A DISTANCE OF 1131.43 FEET;

THENCE TURNING LEFT AND PROCEEDING WESTERLY ALONG A LINE PARALLEL TO AND APPROXIMATELY 168.02 FEET DISTANT FROM NORTHERLY BOUNDARY OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 12, FOR A DISTANCE OF 385 FEET;

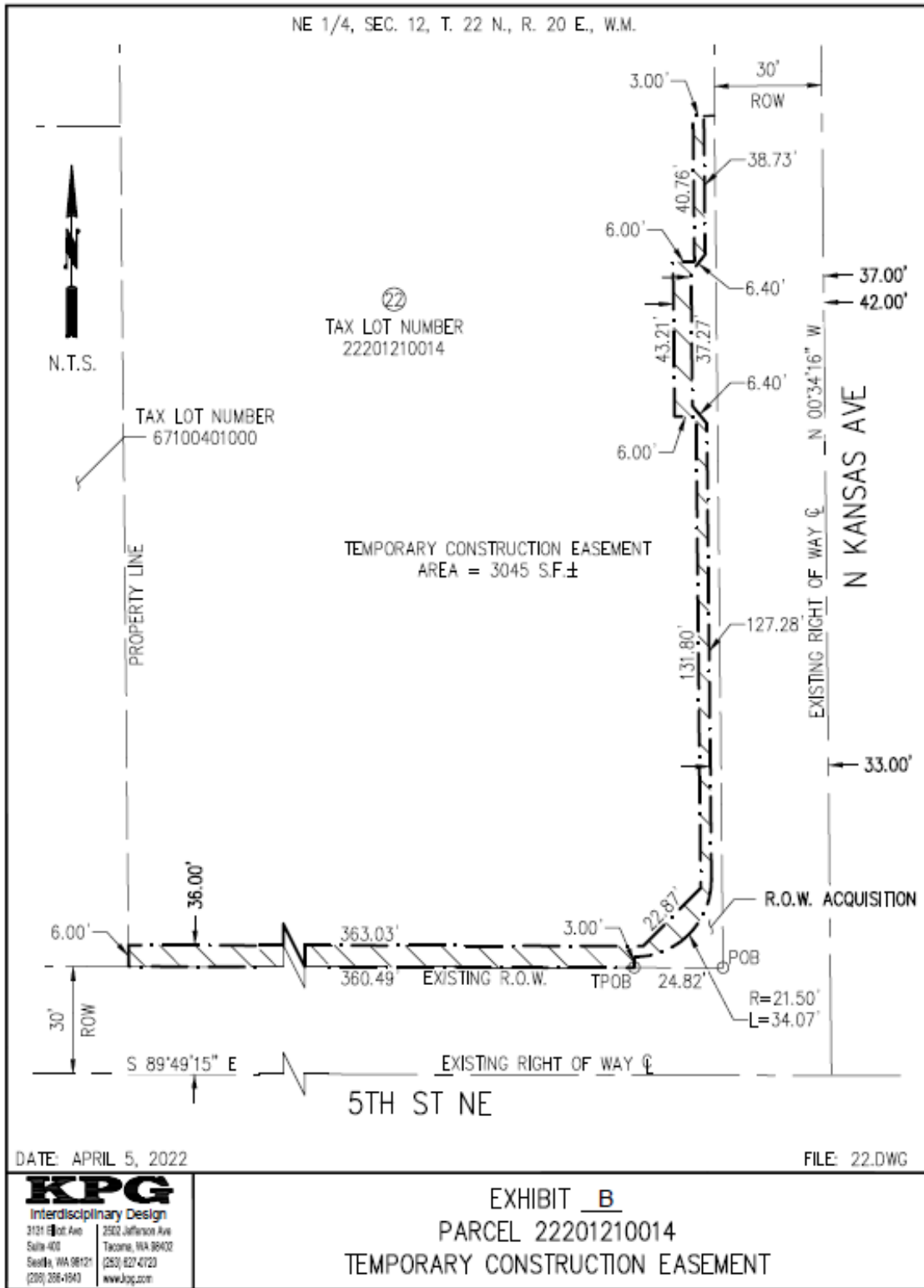
THENCE TURNING LEFT AND PROCEEDING SOUTHERLY ALONG A LINE PARALLEL TO SAID K-1 ST. (NOW NO. KANSAS) FOR A DISTANCE OF 1131.43 FEET TO A POINT 30 FEET NORTH OF THE SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE TURNING LEFT AND PROCEEDING EASTERLY ALONG A LINE PARALLEL TO AND 30 FEET DISTANT FROM THE SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF SAID SECTION 12; FOR A DISTANCE OF 385 FOOT TO THE POINT OF BEGINNING.

04/20/2022



# TEMPORARY CONSTRUCTION EASEMENT





August 22, 2022

Dr. Becky Berg  
c/o Eastmont School District No. 206  
800 Eastmont Ave.  
East Wenatchee, WA 98802

**Offer Letter**

Project Title: City of East Wenatchee- Safe Routes to School, Pedestrian Improvements  
Parcel No.: 22201220019, 22201210009, & 22201230119  
Federal Aid No: SRTS-9909(004)

Dear Dr. Berg:

The City plans to proceed with the above-titled public project. This project is for temporary access rights to construct curb, gutter, sidewalks, and driveway approaches.

The purpose of this letter is to notify you of the following:

- The Agency’s interest in acquiring your property and/or property rights for this project.
- The Agency’s determination of just compensation for your property and/or property rights.
- The basic protections afforded to you by law.

As outlined below, the Agency has established an amount it believes is just compensation based on the market value estimated for your property. The Agency’s offer is as follows:

APN: 22201220019 and 22201210009		
Fee	88 SF	\$154.00
Temporary Easement	7,132 SF	\$3,536.00
<b>Total Amount (Rounded)</b>		<b>\$3,700.00</b>
APN: 22201230119		
Temporary Easement	13,884 SF	\$6,884.00
Improvements: One Tree		\$500.00
<b>Total Amount (Rounded)</b>		<b>\$7,400.00</b>
<b>Combined Total Amount (Rounded)</b>		<b>\$11,100.00</b>



An administrative offer is based upon market research and is used when the property rights being acquired involve compensation of less than \$10,000. Accordingly, an appraisal has not been completed on this property.

If a mutually agreeable settlement is not reached, the Agency, acting in the public interest, will use its right of eminent domain to acquire property for public use. In conformity with the Washington State Constitution and laws, the Agency's legal counsel will file a condemnation suit to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for the property. This action is taken to ensure your rights as an individual property owner are protected. If a condemnation action is filed, you should consider consulting with an attorney to ensure that you receive appropriate representation.

You may wish to employ professional services to evaluate the Agency's offer. If you do so, we suggest that you employ well-qualified evaluators so that the resulting evaluation report will be useful to you in deciding whether to accept the Agency's offer. The Agency will reimburse up to \$750.00 of your evaluation costs upon submission of the bills or paid receipts.

The Internal Revenue Service (IRS) requires that the Agency obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction.

Payment for your property and/or property rights will be made available to you as soon as reasonably possible after acceptance of the Agency's offer, provided that there are not delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, the Agency becomes the owner of the property purchased and responsible for its control and management.

If you have personal property presently located on the property being acquired by the Agency that needs to be moved, the Agency will reimburse you for the cost of moving it through the Relocation Assistance program.

Enclosed please find the following:

- A plan sheet showing the property rights needing to be acquired.
- The necessary legal documents for the transferring of the property or property rights.
- Real Property Voucher
- W-9 per IRS requirements
- A copy of the valuation of your property
- Title Report
- Transportation Needs and You Brochure (explaining the Right of Way acquisition process)

This letter has been sent to provide a concise statement of Agency's offer and summary of your rights. Please feel free to direct any questions you may have to the undersigned. Thank you for your time and consideration.

Sincerely,



Melinda Burkhardt  
Project Management  
Tierra Right of Way Services, Ltd.  
509-630-7670 mobile | 800-887-0847 office  
mburkhardt@tierra-row.com

Enclosures

**Acknowledgment of receipt of Offer Letter**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Signature above does not mean acceptance or rejection of offer.*



## REAL PROPERTY VOUCHER

<b>AGENCY NAME</b>  <b>City of East Wenatchee</b> Public Works Department 271 Ninth Street NE East Wenatchee, WA 98802		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the Agency, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.	
		SIGNATURE (IN INK) FOR EACH CLAIMANT  _____ X	DATED  _____
<b>GRANTOR OR CLAIMANT (NAME, ADDRESS)</b>  Eastmont School District No. 206 800 Eastmont Ave. East Wenatchee, WA 98802	<b>TIN/SSN:</b>  _____	X <b>Eastmont School District No. 206</b> By: Garn Christensen Its: Superintendent	
<b>PROJECT NO. AND TITLE</b> City of East Wenatchee - Safe Routes to School, Pedestrian Improvements		X	
<b>FEDERAL AID NO.</b> SRTS-9909(004)	<b>PARCEL NO.</b> 22201220019, 22201210009, & 22201230119		
In full, complete and final payment and settlement for the title or interest conveyed or released, as fully set forth in:		DATED	\$ AMOUNT
<b>LAND:</b> 22201220019 and 22201210009 TCE - 7,132 SF 22201210009 FEE - 88 SF 22201230119 TCE - 13,884 SF		+ + +	\$3,536.00 \$154.00 \$6,884.00
<b>IMPROVEMENTS:</b> 22201230119 - Tree		+	\$500.00
<b>DAMAGES:</b> Cost to Cure Proximity Other		+ + +	
<b>SPECIAL BENEFITS</b>			
<b>JC (Just Compensation) Amount</b>			<b>\$11,100.00</b>
<b>REMAINDER:</b> Uneconomic Remnant Excess Acquisition		+ +	
<b>DEDUCTIONS:</b> Amount Previously Paid Performance Bond Salvage Amount Pre Paid Rent Other			
<b>ADMINISTRATIVE SETTLEMENT</b>		+	
<b>STATUTORY EVALUATION ALLOWANCE</b>		+	
<b>ESCROW FEE</b>		+	
<b>REAL ESTATE EXCISE TAX</b>		+	
<b>OTHER:</b>		+	
<b>ACQUISITION AGENT</b>  Chantel Ham	<b>DATE</b>  _____	<b>Voucher No.</b>  _____	<b>TOTAL AMOUNT PAID</b>  \$11,100.00    Rounded
<b>AUTHORIZED AGENT FOR AGENCY</b>	<b>DATE</b>		

After recording return document to:

City of East Wenatchee  
Public Works Department  
271 Ninth Street NE  
East Wenatchee, WA 98802

**Document Title:** Quitclaim Deed

**Reference Number of Related Document:** N/A

**Grantors:** Eastmont School District No. 206 of Douglas County

**Grantees:** City of East Wenatchee, a municipal corporation

**Legal Description:** PTN OF: E 1/2, SE ¼, NW1/4, Sec 12, T22N, R 20 E.W.M. EX S 30FT.; & PTN of Part of SW ¼ of NE ¼, S12, T22N, R20 E.W.M.; & LOT 1.; E WEN WATER DIST 5<sup>TH</sup> ST BOOSTER PUMP SITE SP 99-08, Vol H, Pg 640, Douglas County, Washington

**Additional Legal Description is on Page 4, 5, and 6 of Document.**

**Assessor's Tax Parcel Number:** 22201220019, 22201210009, & 22201230119

## QUITCLAIM DEED

City of East Wenatchee- Safe Routes to School, Pedestrian Improvements

The Grantor, Eastmont School District No. 206 of Douglas County, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and quitclaims to the City of East Wenatchee, Grantee, the following described real property situated in Douglas County, in the State of Washington, together with all after acquired title of the Grantor herein, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions  
See Exhibit A and Exhibit B attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of East Wenatchee unless and until accepted and approved hereon in writing for the City of East Wenatchee, by its authorized agent.

**Quitclaim Deed**

Subject to all existing encumbrances, including easements, covenants, conditions, restrictions, and reservations, if any.

Dated: September \_\_\_\_, 2022.

Eastmont School District No. 206

\_\_\_\_\_  
By: Dr. Becky Berg  
Its: Superintendent

Accepted and Approved City of East Wenatchee:    Approved to as form:

By: \_\_\_\_\_  
Printed Name: Jerrilea Crawford  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Sean Lewis  
Title: Deputy Prosecuting Attorney  
Date: \_\_\_\_\_



# Quitclaim Deed

**EXHIBIT A**  
**PARCEL NO. 22201210009**  
**RIGHT OF WAY ACQUISITION**

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING THE INTERSECTION OF THE NORTHERLY MARGIN OF 5<sup>TH</sup> STREET NORTHEAST AND THE WESTERLY MARGIN OF NORTH JAMES AVENUE;

THENCE NORTH 89° 49' 15" WEST ALONG SAID NORTHERLY MARGIN, 20.23 FEET;

THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 00° 10' 45" EAST, 20.00 FEET, AN ARC DISTANCE OF 31.64 FEET TO SAID WESTERLY MARGIN OF NORTH JAMES AVENUE;

THENCE SOUTH 00° 27' 50" EAST ALONG SAID WESTERLY MARGIN, 20.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 88 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 3734713, DATED APRIL 6, 2021)

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT 30 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, ON THE WESTERLY BOUNDARY OF THE NORTHEAST QUARTER OF SECTION 12; THENCE RUNNING EAST ALONG A LINE PARALLEL TO AND 30 FEET NORTH OF THE SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER FOR A DISTANCE OF 60 FEET TO THE PLACE OF BEGINNING;

THENCE RUNNING EAST ALONG A LINE 30 FEET NORTH OF AND PARALLEL TO THE SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF SECTION 12 FOR A DISTANCE OF 380.3 FEET;

THENCE TURNING LEFT AND RUNNING NORTHERLY ALONG A LINE FOR A DISTANCE OF 1265.41 FEET TO A POINT 30 FEET SOUTH OF THE NORTHERLY BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AND 439.4 FEET EAST OF THE WESTERLY BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12;

THENCE TURNING LEFT AND RUNNING WESTERLY ALONG A LINE PARALLEL TO AND 30 FEET SOUTH OF THE NORTHERLY BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 FOR A DISTANCE OF 379.4 FEET TO A POINT 60 FEET EAST OF THE WESTERLY BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12;

THENCE TURNING LEFT AND RUNNING SOUTHERLY ALONG A LINE PARALLEL TO AND 60 FEET EAST OF THE WESTERLY BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 FOR A DISTANCE OF APPROXIMATELY 1265.41 FEET TO THE POINT OF BEGINNING.

## Quitclaim Deed

TOGETHER WITH THAT PORTION OF NORTH IOWA AVENUE DESCRIBED AS THE WESTERLY 60 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 ABUTTING THE ABOVE DESCRIBED PREMISES AS VACATED BY THE DOUGLAS COUNTY BOARD OF COMMISSIONERS ON OCTOBER 01, 1956.

04/18/2022



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Page 2 of 2



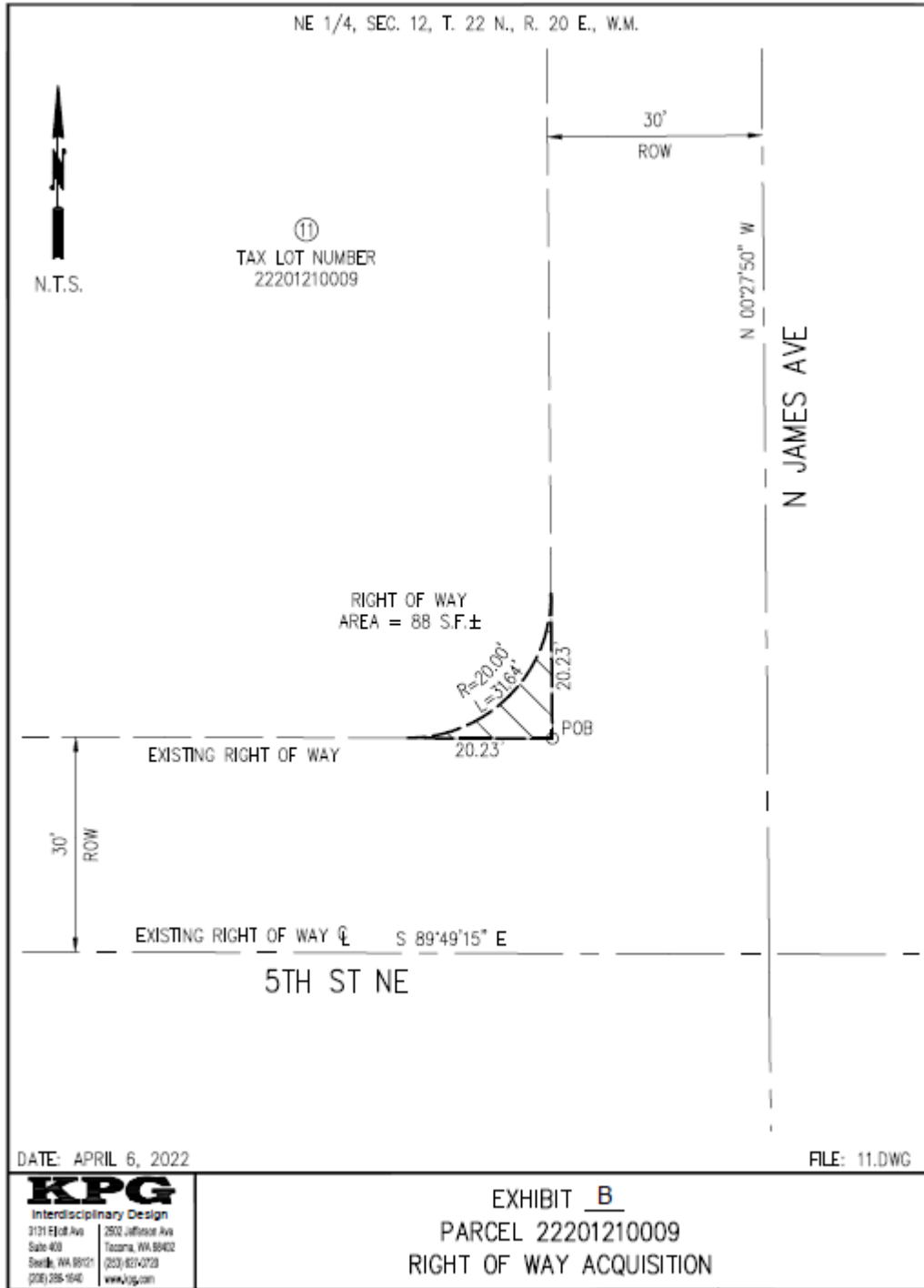
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Page 5 of (6) Pages

Parcel Number: 22201220019,  
2220121009 & 22201230119

10/2014

**Quitclaim Deed**



After recording return document to:

City of East Wenatchee  
Public Works Department  
271 Ninth Street NE  
East Wenatchee, WA 98802

**Document Title:** Temporary Construction Easement

**Reference Number of Related Document:** N/A

**Grantors:** Eastmont School District No. 206 of Douglas County

**Grantees:** City of East Wenatchee

**Legal Description:** PTN OF: E 1/2, SE ¼, NW1/4, Sec 12, T22N, R 20 E.W.M. EX S 30FT.; & PTN of Part of SW ¼ of NE ¼, S12, T22N, R20 E.W.M.; & LOT 1.; E WEN WATER DIST 5<sup>TH</sup> ST BOOSTER PUMP SITE SP 99-08, Vol H, Pg 640, Douglas County, Washington

**Additional Legal Description is on Page 4 thru 11 of Document.**

**Assessor's Tax Parcel Number:** 22201220019, 22201210009, & 22201230119

## TEMPORARY CONSTRUCTION EASEMENT

City of East Wenatchee - Safe Routes to School, Pedestrian Improvements

The Grantor, Eastmont School District No. 206 of Douglas County, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the City of East Wenatchee, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege, and non-exclusive temporary construction easement over, upon, and across the hereinafter described lands for the purpose of constructing curb, gutter, sidewalks, and driveway approaches.

Said lands being situated in Douglas County, State of Washington, and described in Exhibit A and Exhibit B for each parcel number, attached hereto, and made a part hereof.

The term of this Temporary Construction Easement shall commence on the date of acceptance of this Temporary Construction Easement by Grantee and shall terminate on December 31, 2024. Prior to any work in the easement area by Grantee and its assigns, Grantee shall submit a notification for the same to the Grantor's Superintendent or designee. No such work by Grantee shall be commenced without the Grantor's prior written approval, which approval shall not be unreasonably withheld. Grantee shall coordinate the dates of its construction or other activities on Grantor's property with the Grantor. Grantee shall exercise



**TEMPORARY CONSTRUCTION EASEMENT**

its rights hereunder so as to minimize interference with Grantor’s use of the real property and Grantor’s improvement projects. All areas within the temporary construction easement area disturbed due to construction of Grantee’s project shall be restored to the condition such property was in prior to any such work at Grantee’s sole cost and expense.

It is understood and agreed that delivery of this temporary construction easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of East Wenatchee unless and until accepted and approved hereon in writing for the City of East Wenatchee, by its authorized agent.

Dated: September \_\_\_\_, 2022.

Eastmont School District No. 206

\_\_\_\_\_  
By: Dr. Becky Berg  
Its: Superintendent

Accepted and Approved City of East Wenatchee:    Approved to as form:

By: \_\_\_\_\_  
Printed Name: Jerrilea Crawford  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Sean Lewis  
Title: Deputy Prosecuting Attorney  
Date: \_\_\_\_\_



**TEMPORARY CONSTRUCTION EASEMENT**

**EXHIBIT A  
PARCEL NO. 22201220019  
TEMPORARY CONSTRUCTION EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE NORTHERLY MARGIN OF 5<sup>TH</sup> STREET NORTHEAST;

THENCE SOUTH 89° 49' 21" EAST ALONG SAID NORTHERLY MARGIN, 27.64 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY MARGIN, SOUTH 89° 49' 21" EAST, 60.00 FEET;

THENCE NORTH 00° 10' 39" EAST, 33.00 FEET TO A LINE THAT IS 63.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID 5<sup>TH</sup> STREET NORTHEAST;

THENCE NORTH 89° 49' 21" WEST ALONG SAID PARALLEL LINE, 60.00 FEET;

THENCE SOUTH 00° 10' 39" WEST, 33.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,980 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE NORTHERLY MARGIN OF 5<sup>TH</sup> STREET NORTHEAST;

THENCE CONTINUING ALONG SAID NORTHERLY MARGIN, NORTH 89° 49' 21" WEST, 44.80 FEET;

THENCE NORTH 00° 10' 39" EAST, 6.00 FEET;

THENCE NORTH 48° 11' 28" EAST, 53.82 FEET;

THENCE SOUTH 89° 49' 15" EAST, 4.33 FEET TO THE EAST LINE OF SAID PARCEL "A";

THENCE SOUTH 00° 27' 32" EAST ALONG SAID EAST LINE, 42.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,152 SQUARE FEET, MORE OR LESS.

TOTAL TEMPORARY CONSTRUCTION EASEMENT CONTAINING 3,132 SQUARE FEET, MORE OR LESS.

PARCEL "A":  
(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 3734708, DATED APRIL 6, 2021)

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 12, TOWNSHIP 22 NORTH, RANGE 20 E. W.M.

EXCEPT THOSE PORTIONS CONVEYED TO DOUGLAS COUNTY BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 125167, 125219 AND 145684 FOR ROADS.

SITUATED IN THE COUNTY OF DOUGLAS, STATE OF WASHINGTON.

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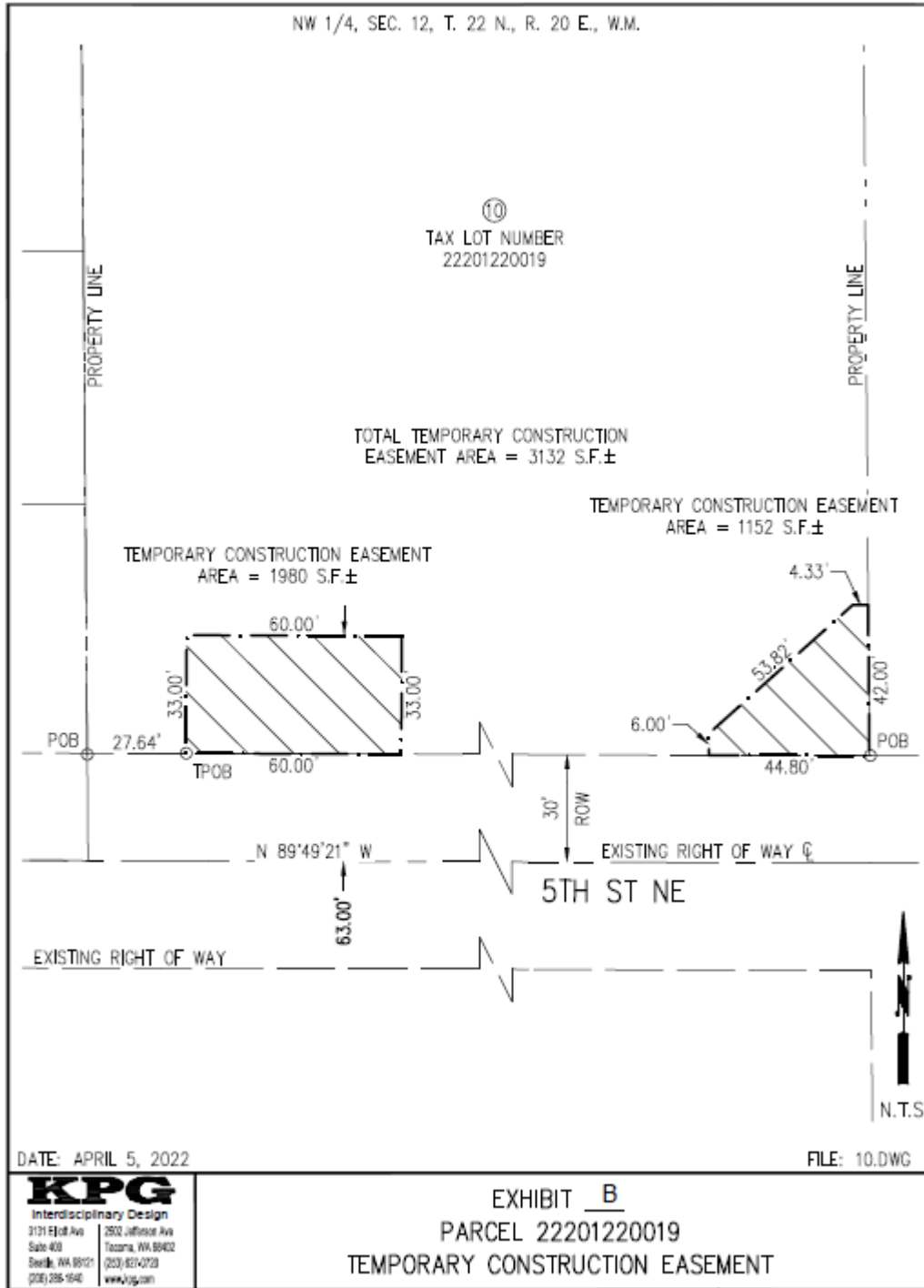
Page 1 of 1



04/18/2022



# TEMPORARY CONSTRUCTION EASEMENT



**TEMPORARY CONSTRUCTION EASEMENT**

**EXHIBIT A**  
**PARCEL NO. 22201210009**  
**TEMPORARY CONSTRUCTION EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON THE NORTHERLY MARGIN OF 5<sup>TH</sup> STREET NORTHEAST;

THENCE SOUTH 89° 49' 15" EAST ALONG SAID NORTHERLY MARGIN, 35.20 FEET;

THENCE NORTH 00° 10' 45" EAST, 42.00 FEET TO A LINE THAT IS 72.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID 5<sup>TH</sup> STREET NORTHEAST;

THENCE NORTH 89° 49' 15" WEST ALONG SAID PARALLEL LINE, 35.65 FEET TO THE WEST LINE OF SAID PARCEL "A";

THENCE SOUTH 00° 25' 59" EAST ALONG SAID WEST LINE, 42.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,488 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING THE INTERSECTION OF SAID NORTHERLY MARGIN OF 5<sup>TH</sup> STREET NORTHEAST AND THE WESTERLY MARGIN OF NORTH JAMES AVENUE;

THENCE NORTH 89° 49' 15" WEST ALONG SAID NORTHERLY MARGIN, 20.23 FEET;

THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 00° 10' 45" EAST, 20.00 FEET, AN ARC DISTANCE OF 31.64 FEET TO SAID WESTERLY MARGIN OF NORTH JAMES AVENUE;

THENCE NORTH 00° 27' 50" WEST ALONG SAID WESTERLY MARGIN, 19.78 FEET TO A POINT HEREINAFTER DESCRIBED AS POINT "A";

THENCE NORTH 89° 49' 15" WEST, 25.00 FEET;

THENCE SOUTH 00° 27' 50" EAST, 40.00 FEET TO SAID NORTHERLY MARGIN OF 5<sup>TH</sup> STREET NORTHEAST,

THENCE SOUTH 89° 49' 15" EAST ALONG SAID NORTHERLY MARGIN, 4.78 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 912 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT SAID POINT "A";

THENCE CONTINUING ALONG SAID WESTERLY MARGIN OF NORTH JAMES AVENUE NORTH 00° 27' 50" WEST, 177.58 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY MARGIN NORTH 00° 27' 50" WEST, 15.00 FEET;

THENCE SOUTH 89° 32' 10" WEST, 5.00 FEET;

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## TEMPORARY CONSTRUCTION EASEMENT

THENCE SOUTH 00° 27' 50" EAST, 15.00 FEET;

THENCE NORTH 89° 32' 10" EAST, 5.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 75 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING THE INTERSECTION OF SAID WESTERLY MARGIN OF NORTH JAMES AVENUE AND THE SOUTHERLY MARGIN OF 8<sup>TH</sup> STREET NORTHEAST;

THENCE SOUTH 00° 27' 50" EAST ALONG SAID WESTERLY MARGIN, 23.48 FEET TO A POINT HEREINAFTER DESCRIBED AS POINT "B";

THENCE SOUTH 89° 32' 10" WEST, 6.00 FEET;

THENCE NORTH 00° 27' 50" WEST, 17.53 FEET;

THENCE NORTH 89° 56' 47" WEST, 24.00 FEET;

THENCE NORTH 00° 03' 13" EAST, 6.00 FEET TO SAID SOUTHERLY MARGIN OF 8<sup>TH</sup> STREET NORTHEAST;

THENCE SOUTH 89° 56' 47" EAST ALONG SAID SOUTHERLY MARGIN, 29.95 FEET TO THE POINT OF BEGINNING;

CONTAINING 285 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT SAID POINT "B";

THENCE CONTINUING ALONG SAID WESTERLY MARGIN OF NORTH JAMES AVENUE SOUTH 00° 27' 50" EAST, 181.34 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WESTERLY MARGIN SOUTH 00° 27' 50" EAST, 62.00 FEET;

THENCE SOUTH 89° 32' 10" WEST, 20.00 FEET TO A LINE THAT IS 50.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID NORTH JAMES AVENUE;

THENCE NORTH 00° 27' 50" WEST ALONG SAID PARALLEL LINE, 62.00 FEET;

THENCE NORTH 89° 32' 10" EAST, 20.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,240 SQUARE FEET, MORE OR LESS.

TOTAL TEMPORARY CONSTRUCTION EASEMENT CONTAINING 4,000 SQUARE FEET, MORE OR LESS.

# TEMPORARY CONSTRUCTION EASEMENT

PARCEL "A":

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 3734713, DATED APRIL 6, 2021)

ALL THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT 30 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, ON THE WESTERLY BOUNDARY OF THE NORTHEAST QUARTER OF SECTION 12; THENCE RUNNING EAST ALONG A LINE PARALLEL TO AND 30 FEET NORTH OF THE SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER FOR A DISTANCE OF 60 FEET TO THE PLACE OF BEGINNING;

THENCE RUNNING EAST ALONG A LINE 30 FEET NORTH OF AND PARALLEL TO THE SOUTHERLY BOUNDARY OF THE NORTHEAST QUARTER OF SECTION 12 FOR A DISTANCE OF 380.3 FEET;

THENCE TURNING LEFT AND RUNNING NORTHERLY ALONG A LINE FOR A DISTANCE OF 1265.41 FEET TO A POINT 30 FEET SOUTH OF THE NORTHERLY BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 AND 439.4 FEET EAST OF THE WESTERLY BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12;

THENCE TURNING LEFT AND RUNNING WESTERLY ALONG A LINE PARALLEL TO AND 30 FEET SOUTH OF THE NORTHERLY BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 FOR A DISTANCE OF 379.4 FEET TO A POINT 60 FEET EAST OF THE WESTERLY BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12;

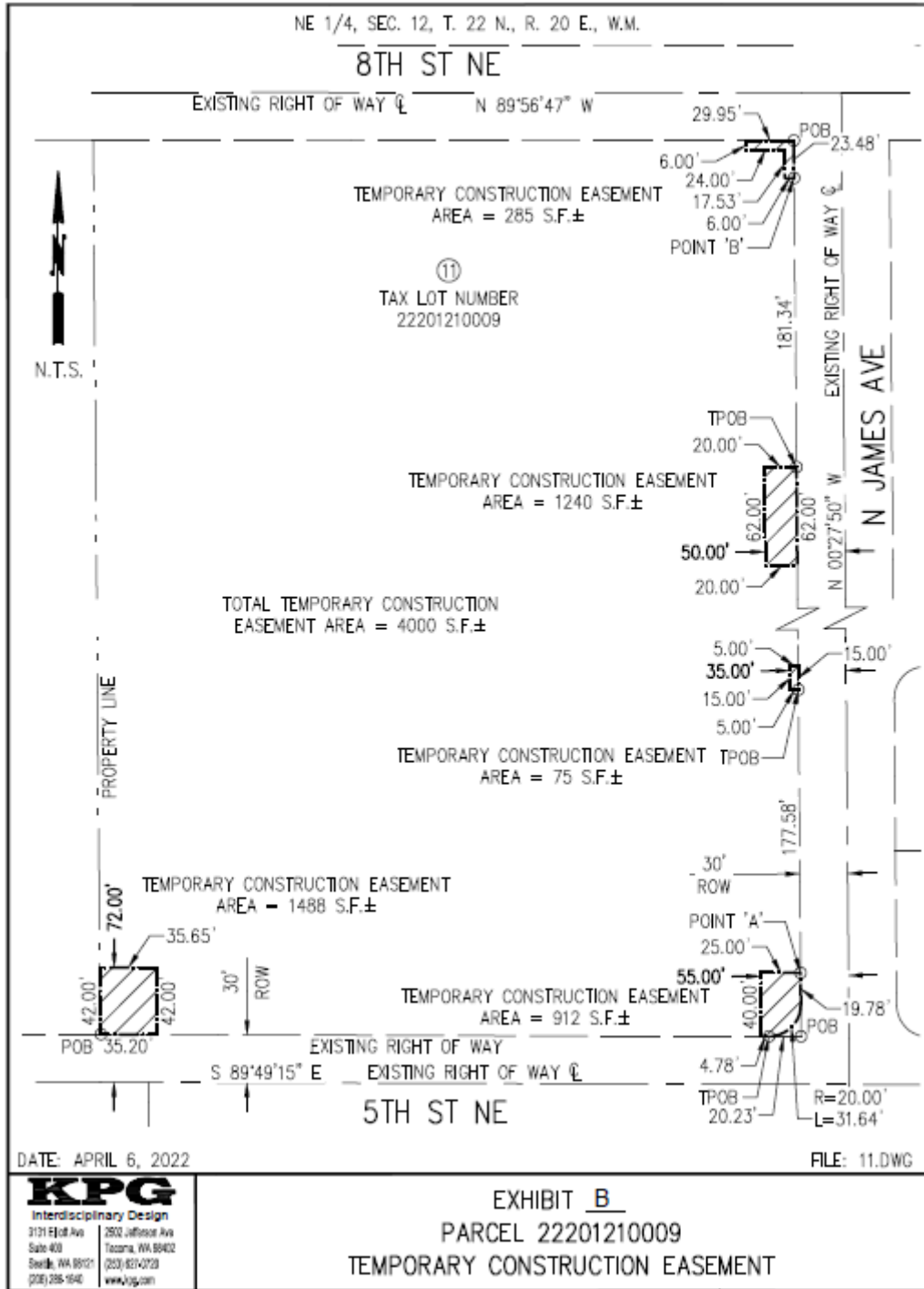
THENCE TURNING LEFT AND RUNNING SOUTHERLY ALONG A LINE PARALLEL TO AND 60 FEET EAST OF THE WESTERLY BOUNDARY OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 FOR A DISTANCE OF APPROXIMATELY 1265.41 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF NORTH IOWA AVENUE DESCRIBED AS THE WESTERLY 60 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 ABUTTING THE ABOVE DESCRIBED PREMISES AS VACATED BY THE DOUGLAS COUNTY BOARD OF COMMISSIONERS ON OCTOBER 01, 1956.

04/18/2022



# TEMPORARY CONSTRUCTION EASEMENT





**TEMPORARY CONSTRUCTION EASEMENT**

**EXHIBIT A  
PARCEL NO. 22201230119  
TEMPORARY CONSTRUCTION EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID PARCEL "A" AND A LINE THAT IS 53.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF 5<sup>TH</sup> STREET NORTHEAST;

THENCE NORTH 89° 49' 21" WEST ALONG SAID PARALLEL LINE, 497.00 FEET;

THENCE NORTH 00° 10' 39" EAST, 23.00 FEET TO THE SOUTHERLY MARGIN OF SAID 5<sup>TH</sup> STREET NORTHEAST AND TERMINUS OF SAID LINE DESCRIPTION.

CONTAINING 11,428 SQUARE FEET, MORE OR LESS.

TOGETHER WITH:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A", SAID CORNER ALSO BEING ON SAID SOUTHERLY MARGIN OF 5<sup>TH</sup> STREET NORTHEAST;

THENCE NORTHERLY ALONG SAID SOUTHERLY MARGIN ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 09° 27' 11" EAST, 686.33 FEET, AN ARC DISTANCE OF 115.36 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY MARGIN SOUTH 89° 49' 21" EAST, 61.29 FEET;

THENCE SOUTH 00° 10' 39" WEST, 18.00 FEET TO A LINE THAT IS 48.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID 5<sup>TH</sup> STREET NORTHEAST;

THENCE NORTH 89° 49' 21" WEST ALONG SAID PARALLEL LINE, 176.05 FEET TO THE WEST LINE OF SAID PARCEL "A";

THENCE NORTH 00° 13' 19" WEST ALONG SAID WEST LINE, 8.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,800 SQUARE FEET, MORE OR LESS.

TOTAL TEMPORARY CONSTRUCTION EASEMENT CONTAINING 14,228 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 3734695, DATED APRIL 7, 2021)

LOT 1, EAST WENATCHEE WATER DISTRICT FIFTH STREET BOOSTER PUMP SITE SHORT PLAT NO. SS #99-08, AS RECORDED SEPTEMBER 21, 1999 IN VOLUME H, PAGE 640, AUDITOR'S FILE NO. 3024820, RECORDS OF DOUGLAS COUNTY, WASHINGTON.

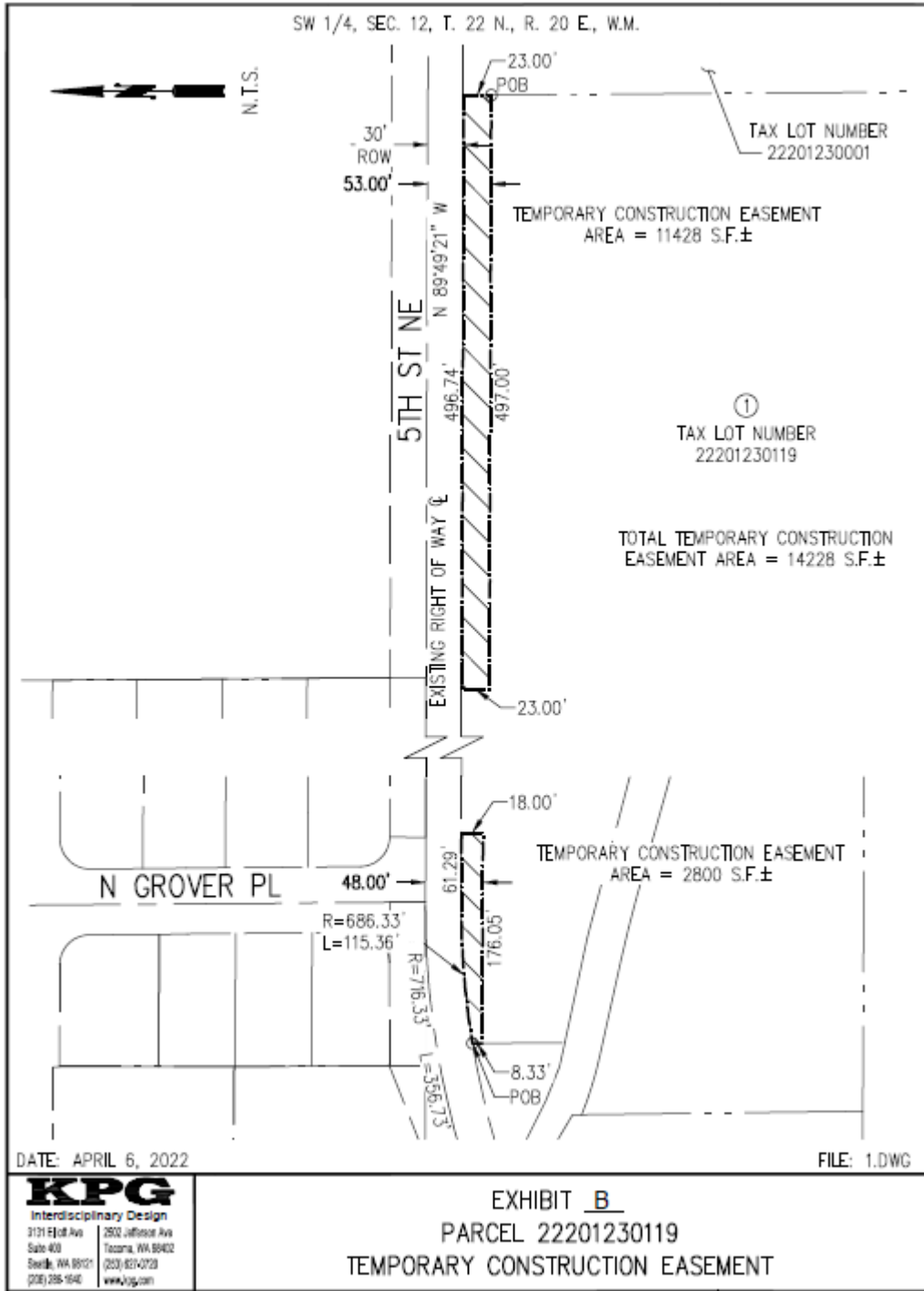
04/18/2022



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Page 1 of 1  
**KPG**  
PSOMAS

# TEMPORARY CONSTRUCTION EASEMENT



After recording return document to:

City of East Wenatchee  
Public Works Department  
271 Ninth Street NE  
East Wenatchee, WA 98802

**Document Title:** Quitclaim Deed

**Reference Number of Related Document:** N/A

**Grantors:** Eastmont School District No. 206 of Douglas County

**Grantees:** City of East Wenatchee, a municipal corporation

**Legal Description:** PTN OF: E 180' OF N 475' OF NESW EX RD; TAX 121 IN TAX 113  
IN NESW, DOUGLAS COUNTY

**Additional Legal Description is on Page 4 and 5 of Document.**

**Assessor's Tax Parcel Number:** 22201230001

## QUITCLAIM DEED

City of East Wenatchee- Safe Routes to School, Pedestrian Improvements

The Grantor, Eastmont School District No. 206 of Douglas County, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and quitclaims to the City of East Wenatchee, Grantee, the following described real property situated in Douglas County, in the State of Washington, together with all after acquired title of the Grantor herein, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions  
See Exhibit A and Exhibit B attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of East Wenatchee unless and until accepted and approved hereon in writing for the City of East Wenatchee, by its authorized agent.

**Quitclaim Deed**

Subject to all existing encumbrances, including easements, covenants, conditions, restrictions, and reservations, if any.

Dated: September \_\_\_\_, 2022.

Eastmont School District No. 206

\_\_\_\_\_  
By: Dr. Becky Berg  
Its: Superintendent

Accepted and Approved City of East Wenatchee:      Approved to as form:

By: \_\_\_\_\_  
Printed Name: Jerrilea Crawford  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Sean Lewis  
Title: Deputy Prosecuting Attorney  
Date: \_\_\_\_\_



**Quitclaim Deed**

**EXHIBIT  
PARCEL NO. 22201230001  
RIGHT OF WAY ACQUISITION**

THE EAST 55.00 FEET OF THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING NORTH OF A LINE THAT IS 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF 5<sup>TH</sup> STREET NORTHEAST.

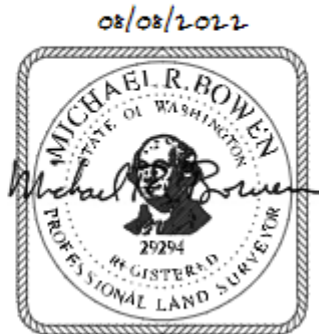
CONTAINING 550 SQUARE FEET, MORE OR LESS.

PARCEL "A":  
(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 3734704, DATED APRIL 13, 2021)

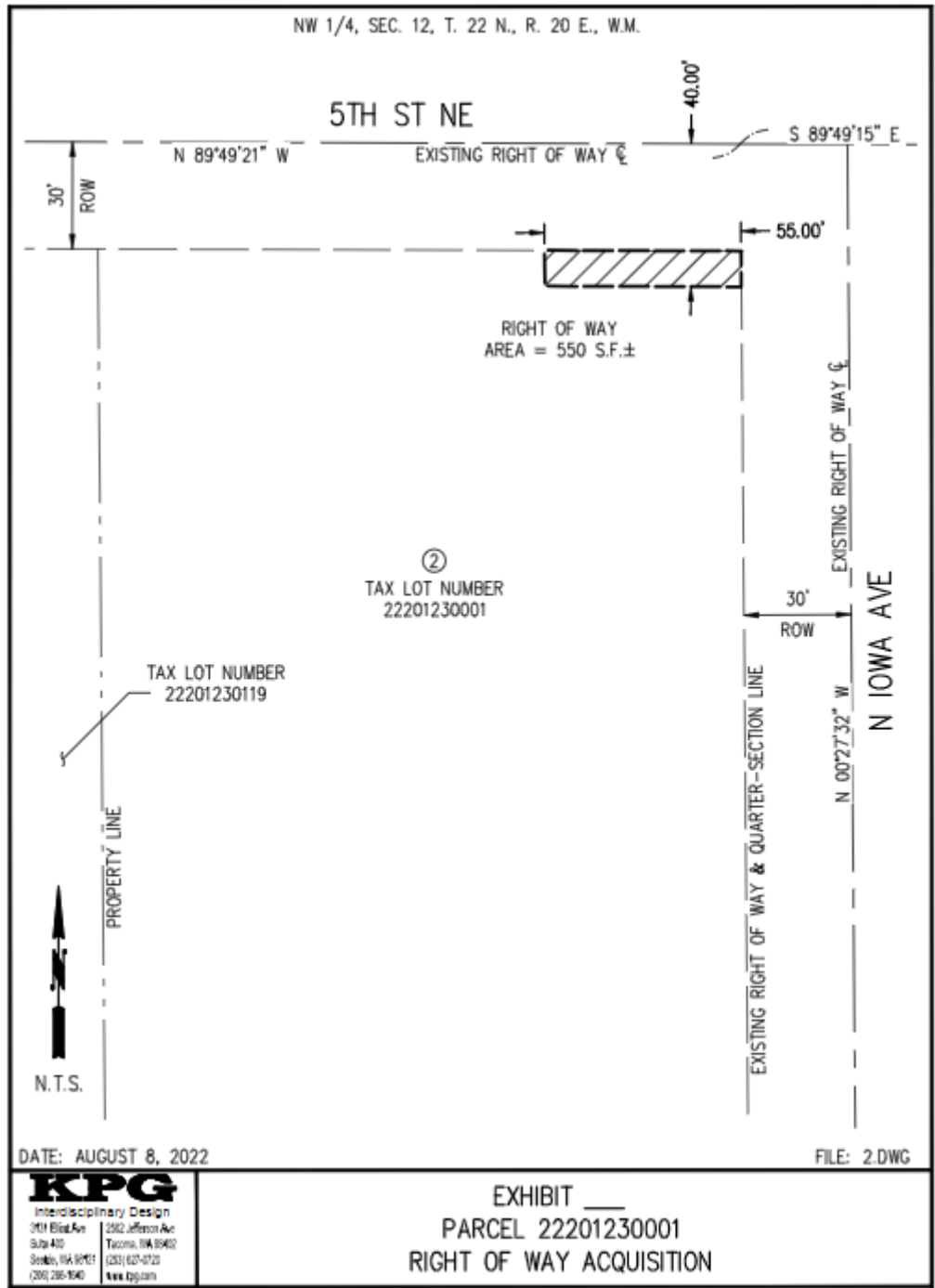
THAT PART OF THE SOUTHWEST QUARTER SECTION 12, TOWNSHIP 22 NORTH, RANGE 20 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.E. CORNER OF THE SW QUARTER SECTION 12;  
THENCE SOUTH 0°27'30" EAST PARALLEL TO THE CENTERLINE OF N. IOWA AVE, A DISTANCE OF 475.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 89°49'40" WEST FOR A DISTANCE OF 180.00 FEET;  
THENCE SOUTH 0°27'30" EAST FOR A DISTANCE OF 15.00 FEET;  
THENCE SOUTH 89°49'40" EAST FOR A DISTANCE OF 180.00 FEET;  
THENCE NORTH 0°27'30" WEST FOR A DISTANCE OF 15.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF DOUGLAS, STATE OF WASHINGTON.



Quitclaim Deed



After recording return document to:

City of East Wenatchee  
Public Works Department  
271 Ninth Street NE  
East Wenatchee, WA 98802

**Document Title:** Temporary Construction Easement

**Reference Number of Related Document:** N/A

**Grantors:** Eastmont School District No. 206 of Douglas County

**Grantees:** City of East Wenatchee, a municipal corporation

**Legal Description:** PTN OF: E 180' OF N 475' OF NESW EX RD; TAX 121 IN TAX 113  
IN NESW, DOUGLAS COUNTY

**Additional Legal Description is on Page 4 of 5 of Document.**

**Assessor's Tax Parcel Number:** 22201230001

## TEMPORARY CONSTRUCTION EASEMENT

City of East Wenatchee- Safe Routes to School, Pedestrian Improvements

The Grantor, Eastmont School District No. 206 of Douglas County, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and grants unto the City of East Wenatchee, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege, and non-exclusive temporary construction easement over, upon, and across the hereinafter described lands for the purpose of constructing curb, gutter, sidewalks, and driveway approaches.

Said lands being situated in Douglas County, State of Washington, and described in Exhibit A and Exhibit B, attached hereto, and made a part hereof.

The term of this Temporary Construction Easement shall commence on the date of acceptance of this Temporary Construction Easement by Grantee and shall terminate on December 31, 2024. Prior to any work in the easement area by Grantee and its assigns, Grantee shall submit a notification for the same to the Grantor's Superintendent or designee. No such work by Grantee shall be commenced without the Grantor's prior written approval, which approval shall not be unreasonably withheld. Grantee shall coordinate the dates of its construction or other activities on Grantor's property with the Grantor. Grantee shall exercise its rights hereunder so as to minimize interference with Grantor's use of the real property and Grantor's improvement projects. All areas within the temporary construction easement area



**TEMPORARY CONSTRUCTION EASEMENT**

disturbed due to construction of Grantee’s project shall be restored to the condition such property was in prior to any such work at Grantee’s sole cost and expense.

It is understood and agreed that delivery of this temporary construction easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of East Wenatchee unless and until accepted and approved hereon in writing for the City of East Wenatchee, by its authorized agent.

Dated: September \_\_\_\_, 2022.

Eastmont School District No. 206

\_\_\_\_\_  
By: Dr. Becky Berg  
Its: Superintendent

Accepted and Approved City of East Wenatchee:    Approved to as form:

By: \_\_\_\_\_  
Printed Name: Jerrilea Crawford  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Sean Lewis  
Title: Deputy Prosecuting Attorney  
Date: \_\_\_\_\_



**TEMPORARY CONSTRUCTION EASEMENT**

**EXHIBIT**  
**PARCEL NO. 22201230001**  
**TEMPORARY CONSTRUCTION EASEMENT**

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE INTERSECTION OF THE WEST MARGIN OF NORTH IOWA AVENUE AND A LINE THAT IS 46.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF 5<sup>TH</sup> STREET NORTHEAST;

THENCE NORTH 89° 49' 21" WEST ALONG SAID PARALLEL LINE, 70.00 FEET;

THENCE NORTH 00° 27' 32" WEST, 10.00 FEET TO A LINE THAT IS 36.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID CENTERLINE OF 5<sup>TH</sup> STREET NORTHEAST;

THENCE NORTH 89° 49' 21" WEST ALONG SAID PARALLEL LINE, 110.02 FEET TO THE WEST LINE OF SAID PARCEL "A".

EXCEPT:

THE EAST 55.00 FEET OF THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" LYING NORTH OF A LINE THAT IS 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTERLINE OF 5<sup>TH</sup> STREET NORTHEAST.

CONTAINING 1,230 SQUARE FEET, MORE OR LESS.

PARCEL "A":  
(PER FIRST AMERICAN TITLE COMPANY ORDER NO. 3734704, DATED APRIL 13, 2021)

THAT PART OF THE SOUTHWEST QUARTER SECTION 12, TOWNSHIP 22 NORTH, RANGE 20 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.E. CORNER OF THE SW QUARTER SECTION 12;  
THENCE SOUTH 0°27'30" EAST PARALLEL TO THE CENTERLINE OF N. IOWA AVE, A DISTANCE OF 475.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 89°49'40" WEST FOR A DISTANCE OF 180.00 FEET;  
THENCE SOUTH 0°27'30" EAST FOR A DISTANCE OF 15.00 FEET;  
THENCE SOUTH 89°49'40" EAST FOR A DISTANCE OF 180.00 FEET;  
THENCE NORTH 0°27'30" WEST FOR A DISTANCE OF 15.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF DOUGLAS, STATE OF WASHINGTON.

08/08/2022



# TEMPORARY CONSTRUCTION EASEMENT

