

Return Address:

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

PERMANENT EASEMENT FOR UTILITIES

Grantor(s): Covenant Living West, a California non-profit corporation

Grantee(s): City of Mercer Island, a Washington Municipal Corporation

Property Legal Description: Ptn. of NW1/4, NE1/4, SW1/4 & SE1/4 Sec. 07, T24N, R05E, W.M.

Additional Legal(s) on Exhibit A

Easement Legal Description (abbreviated): Ptn. of Gov. Lot 4, Sec. 7, T24N, R05E, W.M.

Additional Legal(s) on Exhibit B (Easement Description)

Additional Map on Exhibit C (Easement Detail)

Assessor's Tax Parcel ID#(s): 072405-9016

RECITALS

A. Covenant Living West, a California non-profit corporation, ("Grantors") are the owners of certain real property (the "Property") located in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct, replace, and maintain a public water main, its fittings and appurtenances ("Water System") and requires a portion of the Property in which to locate the Water System improvements. See Exhibits B and C.

C. The Property is burdened by an easement, granted in 1985 to the City of Mercer Island for the purpose of installing, constructing, maintaining, operating, repairing and replacing a water pipeline and all necessary connections and appurtenances under Recording No. 8510300965 of the Official Records of King County. Said easement will be relinquished as consideration of a new easement hereto.

D. The parties both desire to resolve matters without additional cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

EASEMENT AGREEMENT

1. Grant of Easement. Grantor does hereby grant, convey and warrant to Grantee a perpetual, permanent and exclusive easement ("Easement") under, through, across and over that portion of the Property legally described in Exhibit "B" and depicted on Exhibit "C" attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantor, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace and enlarge public utilities systems, together with all necessary or convenient appurtenances thereto. Following the initial construction of the improvements, Grantee may from time to time construct such additional improvements as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the improvements within a specific period of time; provided, however, the Grantee shall use diligent efforts to inform Grantor about work that is planned within the Easement and progress of said work, and to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Access. Grantor also covenants and agrees that Grantee shall have the right of reasonable access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder. In the event of an emergency, the Grantee may take action necessary to remediate the emergency situation and shall notify Grantor as soon as practically possible after remediation is complete.

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

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

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

GRANTOR (CORPORATE)

Covenant Living West
(corporation name)

By: _____
Printed Name: Randy Gross, Senior Vice President Project Development
Dated: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me, Randy Gross, to me known to be the Senior Vice President, Project Development, of Covenant Living West, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____, 20____.

(notary signature)

(typed/printed name of notary)
Notary Public in and for the State of
Washington. My commission
expires _____.

EXHIBIT A
LEGAL DESCRIPTION
THE PROPERTY

Parcel 4:

Lots 24 and 25, Sunnybank, according to the Plat thereof, recorded in Volume 29 of plats, page(s) 31, in King County, Washington;
and

Portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, and being more particularly described as follows:

Beginning at the most Westerly corner of said Lot 24;
thence along the Northwesterly line of said Lot 24 North $41^{\circ}23'31''$ East 252.93 feet to Lake Washington; thence along Lake Washington along the following courses:

South $32^{\circ}08'00''$ East 66.66 feet;
South $40^{\circ}43'00''$ East 107.71 feet;
South $56^{\circ}26'00''$ East 45.05 feet;
thence leaving Lake Washington along the following courses:

South $33^{\circ}34'00''$ West 87.05 feet;
South $19^{\circ}00'00''$ East 220.00 feet;
thence South $50^{\circ}00'00''$ East 360.00 feet;
North $89^{\circ}58'48''$ East 53.35 feet; from a tangent that bears South $14^{\circ}33'17''$ East along the arc of a curve to the right having a radius of 739.00 feet and a central angle of $14^{\circ}32'05''$, an arc length of 187.47 feet; tangent to the preceding curve South $0^{\circ}01'12''$ East 152.00 feet; tangent to the preceding course along the arc of a curve to the right having a radius of 309.00 feet and a central angle of $31^{\circ}00'47''$, an arc length of 167.26 feet; and tangent to the preceding curve
South $30^{\circ}59'35''$ West 25.47 feet to the Northerly margin of North Mercer Way;
thence Northwesterly along said margin the following courses:

North $59^{\circ}00'25''$ West 225.35 feet; tangent to the preceding course along the arc of a curve to the right having a radius of 543.14 feet and a central angle of $40^{\circ}19'00''$, an arc length of 382.19 feet; tangent to the preceding curve North $18^{\circ}41'25''$ West 629.29 feet to the point of beginning;

Together with second class shore lands adjoining the above described parcel;
Except that portion condemned in King County Superior Court cause number 79-2-03200-0 for Sr 90.

Parcel 5:

That portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, and being more particularly described as follows:

Commencing at a point on the South Line of said Government Lot 4, distant North 89°56'52" West 826 feet from the Southeast corner of said Lot; thence North 0°01'12" West 1,184.28 feet to the true point of beginning of the parcel to be described herein; thence from said true point of beginning South 89°58'48" West 130.00 feet; thence North 50°00'00" West 360.00 feet; thence North 19°00'00" West 220.00 feet; thence North 33°34'00" East 87.05 feet to Lake Washington; thence along Lake Washington the following courses: South 56°26'00" East 55.03 feet; South 52°10'00" East 100.65 feet; South 67°33'00" East 111.66 feet; North 87°36'00" East 100.60 feet; and South 75°16'00" East 103.49 feet; thence leaving Lake Washington South 0°01'12" East 355.00 feet to the true point of beginning;

Together with second class shorelands adjoining.

Parcel 6:

A portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, and being more particularly described as follows:

Commencing at a point on the South Line of said Government Lot 4 distant thereon North 89°56'52" West 826 feet from the Southeast corner of said Lot; thence North 0°01'12" West 1,184.28 feet to the true point of beginning of the parcel to be described herein; thence from said true point of beginning South 0°01'12" East 587.48 feet to the Northerly margin of North Mercer Way; thence Northwesterly along said margin, from a tangent that bears North 52°25'13" West along the arc of a curve to the left having a radius of 348.46 feet and a central angle of 6°35'12", an arc length of 40.06 feet; tangent to the preceding curve North 59°00'25" West 90.10 feet to a point thereon; thence leaving said Northerly margin North 30°59'35" East 25.47 feet; thence tangent to the preceding course along the arc of a curve to the left having a radius of 309.00 feet and a central angle of 31°00'47", an arc length of 167.26 feet; thence North 0°01'12" West 152.00 feet; thence tangent to the preceding course along the arc of a curve to the left having a radius of 739.00 feet and a central angle of 14°32'05" an arc length of 187.47 feet; thence North 89°58'48" East 76.65 feet to the true point of beginning; Except that portion condemned in King County Superior Court cause number 79-2-03200-0 for SR 90.

EXHIBIT B
LEGAL DESCRIPTION
PERMANENT EASEMENT FOR UTILITIES

A strip of land being 20.00 feet in width, lying over, under and that portion of Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, and that portion of Lots 24 and 25, Sunnybank, according to the Plat thereof, recorded in Volume 29 of plats, page(s) 31, in King County, Washington, 10.00 feet of such width, lying on each side of the following described center line;

COMMENCING at the most Westerly corner of said Lot 24, being a point on the Easterly margin of North Mercer Way;

THENCE South 17°27'49" East, 48.76 feet along said Easterly margin to the TRUE POINT OF BEGINNING;

THENCE North 73°06'10" East, 107.35 feet;

THENCE South 61°57'54" East, 27.31 feet;

THENCE South 16°46'05" East, 168.29 feet;

THENCE South 24°26'15" East, 163.79 feet;

THENCE South 33°09'39" East, 95.92 feet;

THENCE South 42°14'15" East, 14.23 feet to a point herein referenced to as Point "A";

THENCE CONTINUING South 42°14'15" East, 81.59 feet;

THENCE South 59°59'12" East, 82.87 feet;

THENCE South 67°47'25" East, 76.34 feet;

THENCE South 76°12'41" East, 45.20 feet to a point herein referenced to as Point "B";

THENCE CONTINUING South 76°12'41" East, 12.21 feet;

THENCE South 84°32'19" East, 50.27 feet;

THENCE South 42°44'30" East, 75.51 feet;

THENCE South 00°32'54" West, 111.87 feet;

THENCE South 31°59'56" East, 79.39 feet;

THENCE South 01°50'49" West, 52.38 feet;

THENCE South 09°00'32" West, 106.07 feet;

THENCE South 02°27'10" West, 72.43 feet to the North margin of SR-90 as shown on State of Washington Department of Highways Map Sheet 10 of 31, entitled SR-90 MP 3.25 to MP 5.98 Mercer Island; West Shore to East Channel Bridge, Right-of-Way and Limited Access Plan Full Control Station LL 309+75 to Station LL 325+00 and the terminus;

TOGETHER WITH a strip of land 30.00 feet in width, lying on each side of the following described

TOGETHER WITH a strip of land 30.00 feet in width, lying on each side of the following described center line;

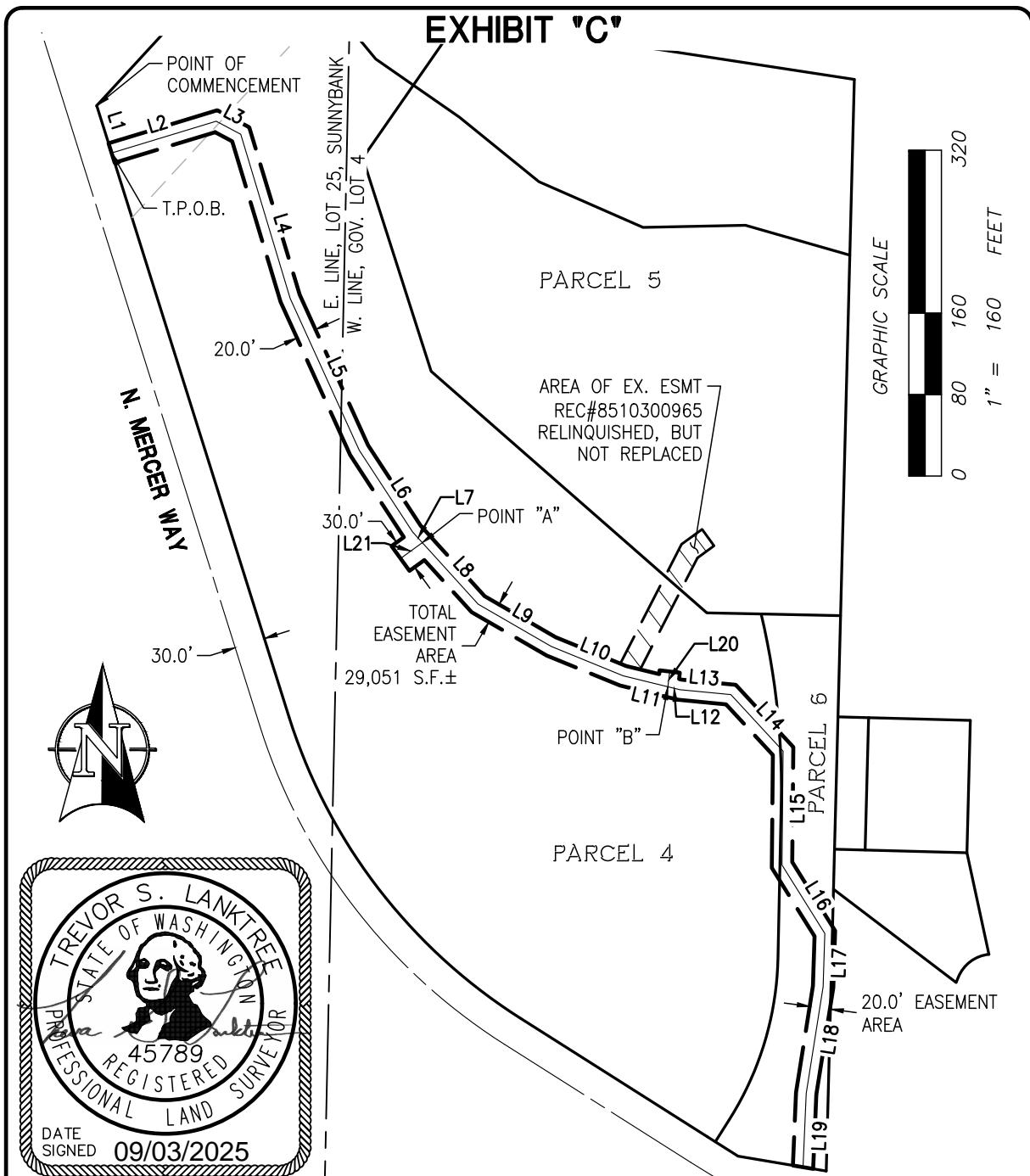
BEGINNING at foresaid Point "A";
THENCE South 54°02'31" West, 26.42 feet to the terminus;
AND TOGETHER WITH a strip of land 20.00 feet in width, lying on each side of the following described center line;

BEGINNING at foresaid Point "B";
THENCE North 06°53'09" East, 15.08 feet to the terminus;

The sidelines of the above described strip of land shall be shortened or lengthened to intersect at angle points, said Easterly margin and said North margin.



EXHIBIT "C"



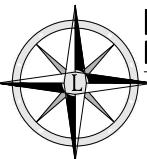
SCALE: HORIZONTAL 1"=160' VERTICAL N/A	For: COVENANT LIVING	JOB NUMBER 6411
		6411L.008.DOC
 LANKTREE LAND SURVEYING, INC. 25510 74TH AVENUE SOUTH KENT, WA 98032 PHONE: (253) 653-6423 FAX: (253) 793-1616 WWW.LANKTREELANDSURVEYING.COM	Title: PERMANENT EASEMENT FOR UTILITIES	SHEET 8 of 9
DESIGNED XXX DRAWN JRW	CHECKED XXX APPROVED TSL	DATE 08/22/2025

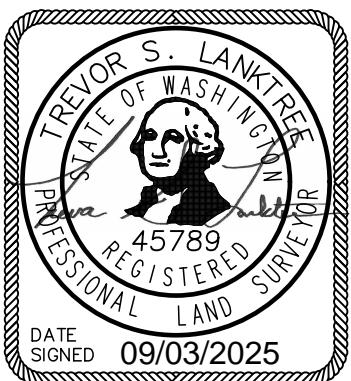
EXHIBIT "C"

LINE TABLE

LINE	DIST	BEARING
L1	48.76'	S17°27'49"E
L2	107.35'	N73°06'10"E
L3	27.31'	S61°57'54"E
L4	168.29'	S16°46'05"E
L5	163.79'	S24°26'15"E
L6	95.92'	S33°09'39"E
L7	14.23'	S42°14'15"E
L8	81.59'	S42°14'15"E
L9	82.87'	S59°59'12"E
L10	76.34'	S67°47'25"E
L11	45.20'	N76°12'41"W

LINE TABLE

LINE	DIST	BEARING
L12	12.21'	S76°12'41"E
L13	50.27'	S84°32'19"E
L14	75.51'	S42°44'30"E
L15	111.87'	S00°32'54"W
L16	79.39'	S31°59'56"E
L17	52.38'	S01°50'49"W
L18	106.07'	S09°00'32"W
L19	72.43'	S02°27'10"W
L20	15.08'	N06°53'09"E
L21	26.42'	N54°02'31"E



SCALE: HORIZONTAL N/A VERTICAL N/A	For: COVENANT LIVING	JOB NUMBER 6411
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