

When recorded return to:

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

RELINQUISHMENT OF UTILITIES EASEMENT

Reference #s of Documents Released or Assigned: 8510300965

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

Grantee: City of Mercer Island

Abbrev. Legal Description: Ptn. of Gov. Lot 4, Sec. 7, T24N, R05E, W.M.

Full Legal Description: See Exhibit "A"

Assessor's Tax Parcel Number: 072405-9016

This Relinquishment of an Easement for Water Pipe Line (this "**Agreement**") is entered by and between the City of Mercer Island, a municipal corporation of the State of Washington ("**City of Mercer Island**" or "**Grantee**") and Covenant Living West, a California non-profit corporation ("**Grantor**"), together referred to herein as the "**Parties**."

RECITALS

A. Grantor is the owner in fee of that certain real property situated in King County, Washington (the "**Property**") legally described on **Exhibit A** attached hereto and incorporated herein.

B. 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 (the "**Easement**"), attached and incorporated herein as Exhibit B.

C. 8-inch and 12-inch diameter ductile iron water mains were constructed in the easement in 1985.

D. City of Mercer Island agrees to relinquish the Easement as shown on Exhibit B in exchange for an updated easement to be granted concurrent with this relinquishment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and for other valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Description of the Easement.** The Property is currently subject to the Easement as shown on Exhibit B.
- 2. Relinquishment of the Easement.** Mercer Island hereby releases and relinquishes its rights, title, and interest in the Easement.
- 3. Integration.** This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral; in effect between the Parties regarding the subject matter hereof.
- 4. Amendment.** This Agreement may not be amended or modified except in writing signed by each of the parties hereto.
- 5. Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute one Agreement. However, this Agreement shall not be effective unless and until each counterpart signature has been obtained.
- 6. Governing Law.** This Agreement shall be governed by the laws of the State of Washington.
- 7. Authorized Signature.** Each party to this Agreement warrants and represents to the other party that the individual signing this Agreement on behalf of such party has been duly authorized to execute this Agreement.

GRANTOR

COVENANT LIVING WEST, a California Non-Profit Corporation

By: _____

Randy Gross
Title: Senior Vice President, Project Development

Dated: _____

GRANTEE

CITY OF MERCER ISLAND, a Municipal Corporation of the State of Washington

By: _____

Jessi Bon
City Manager
City of Mercer Island

Dated: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Randy Gross** is the person who appeared before me, who acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **Senior Vice President, Project Development, of Covenant Living West, a California Non-Profit Corporation**, as the free and voluntary act of this company for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2025.

(notary signature)

typed/printed name of notary)
Notary Public in and for the State of

My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jessi Bon is the person who appeared before me and she acknowledged that she signed the instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Mercer Island, a Washington municipal corporation, as the free and voluntary act of this corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2025.

(notary signature)

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

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S 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°23'31" East 252.93 feet to Lake Washington;

THENCE along Lake Washington along the following courses:

South 32°08'00" East 66.66 feet;

South 40°43'00" East 107.71 feet;

South 56°26'00" East 45.05 feet;

THENCE leaving Lake Washington along the following courses:

South 33°34'00" West 87.05 feet;

South 19°00'00" East 220.00 feet;

THENCE South 50°00'00" East 360.00 feet;

North 89°58'48" East 53.35 feet; from a tangent that bears South 14°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°32'05", an arc length of 187.47 feet; tangent to the preceding curve South 0°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°00'47", an arc length of 167.26 feet; and tangent to the preceding curve

South 30°59'35" West 25.47 feet to the Northerly margin of North Mercer Way;

THENCE Northwesterly along said margin the following courses:

North 59°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°19'00", an arc length of 382.19 feet; tangent to the preceding curve North 18°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

EASEMENT FOR WATER PIPE LINE

The undersigned, Grantors, for and in consideration of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, by these presents bargain, sell, transfer and convey unto the CITY OF MERCER ISLAND, King County, Washington, Grantee, an easement over, across, along and under the following described property situated in King County, State of Washington, to-wit:

SEE ATTACHED

85/10/30 #0965 D
RECD-F 6.00
CASHSL ****6.00
55

8510300965

said easement being for the purpose of installing, constructing, maintaining, operating, repairing and replacing the water pipe line or lines and all necessary connections and appurtenances hereto, together with the right of ingress and egress to, from and across said described property for the foregoing purposes, provided that in the original installation of such pipe line or lines, and appurtenances, the Grantee shall immediately after such installation restore said premises to their original condition as near as may be.

HERE AND IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 17th day of July, 1985.

STATE OF WASHINGTON)
COUNTY OF KING)
ss

John V. Brounsena
RECEIVED THIS DAY
BY THE REC'D. CLERK
MERCER COUNTY
1985
30 JULY 1985

On this 17th day of July, 1985 before me personally appeared *John V. Brounsena*, to me, known to be the Administrator of the corporation that executed the within and foregoing instrument and acknowledged that 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

FILED for Record at Request of
Name *Mercur Island, City of*
Address *3505-88 1/2 NE*

Frances A. George
Notary Public in and for the State of Washington, residing in *Bellevue*

Mercur Island, Wa. 98040

EXHIBIT B

COVENANT SHORES
Waterline Easement Legal Description

May 7, 1985
Triad Job No. 81-264

That portion of Section 7, Township 24 North, Range 5 East, W.M., in King County, Washington, lying within a strip of land 20.00 feet in width, being 10.00 feet on each side of the following three described centerlines:

Centerline No. 1

Beginning at the southeast corner of Government Lot 4, said Section 7; thence N88°43'20"W along the south line thereof 826.00 feet; thence N01°12'02"E 823.74 feet; thence N88°47'58"W 10.00 feet to the TRUE POINT OF BEGINNING of Centerline No. 1; thence S09°22'30"W 54.27 feet; thence S08°08'28"W 51.19 feet; thence S02°12'21"W 74.95 feet to the north margin of SR-90 as shown on State of Washington Department of Highways Map Sheet 10 of 31 Sheets 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 of Centerline No. 1.

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Centerline No. 2

Beginning at the TRUE POINT OF BEGINNING of Centerline No. 1; thence N01°12'20"E 48.60 feet; thence N32°16'05"W 79.39 feet; thence N00°16'01"E 111.82 feet; thence N43°06'21"W 75.74 feet; thence N84°48'56"W 50.00 feet; thence N77°08'25"W 53.27 feet to a point hereinafter called "Point A"; thence N68°03'34"W 80.53 feet; thence N60°15'21"W 82.87 feet; thence N42°34'21"W 94.82 feet; thence N33°27'31"W 96.92 feet; thence N24°42'24"W 163.79 feet; thence N17°02'14"W 168.29 feet; thence N62°14'03"W 27.31 feet; thence S72°50'01"W 100.75 feet to the easterly margin of North Mercer Way and the terminus of Centerline No. 2.

Centerline No. 3

Beginning at aforementioned "Point A"; thence N26°53'14"E 139.92 feet; thence N53°43'19"E 22.52 feet to the terminus of Centerline No. 3;

ALSO that portion of said Section 7 described as follows:

Beginning at the southeast corner of Government Lot 4, said Section 7; thence N88°43'20"W along the south line thereof 826.00 feet; thence N01°12'02"E 658.00 feet; thence N88°43'20"W 97.55 feet to the northeasterly margin of North Mercer Way; thence N57°46'53"W along said northeasterly margin 240.22 feet to a point of curve; thence along said northeasterly margin and curve to the right, having a radius of 543.14 feet, thru a central angle of 1°54'31" an arc distance of 18.09 feet to the TRUE POINT OF BEGINNING; thence continuing northwesterly along said curve to the right thru a central angle of 2°06'36" an arc distance of 20.00 feet; thence N35°10'56"E 9.71 feet; thence S54°49'04"E 20.00 feet; thence S35°10'56"W 9.71 feet to the TRUE POINT OF BEGINNING.

TRIAD ASSOCIATES
11415 N.E. 128TH STREET
KIRKLAND, WA 98034

WRITTEN BY LWS
CHECKED BY DLH
COMPARED CS/JH