

Return Address:

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

PERMANENT EASEMENT FOR TRAIL

Grantor (s): Mercer Island School District No. 400
Grantee (s): CITY OF MERCER ISLAND
Property Legal Description (abbreviated): Ptn. of SE1/4, SW1/4, NW1/4 Sec. 19, T24N, R05E, W.M.
Additional Legal(s) on Exhibit A
Easement Legal Description (abbreviated): The S 180FT of the E 10.5FT
Additional Legal(s) on Exhibit B
Assessor's Tax Parcel ID#(s): 192405-9040

RECITALS

- A. Mercer Island School District No. 400 ("**Grantor**") is the owner 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 a trail at Island Park Elementary School (5437 Island Crest Way) and requires a portion of the Property in which to locate the improvements.
- C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. Grant of Easement. Grantor grants, conveys and warrants to the Grantee a perpetual, permanent trail easement ("Easement") for public access, ingress and egress, under, over, across and through that portion of the Property legally described and depicted in Exhibit "B", 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 the Property to inspect, design, construct, reconstruct, repair and replace trail and trail lighting, including, but not limited to, landscaping described in Section 19.09.030 of the Mercer Island City Code as it exists or as hereafter amended, or any other codes, rules or regulations applicable to public improvements, 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 complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work. Grantee shall be solely responsible for the operation, maintenance, and repair of the trail and related improvements within the Easement, and for

claims arising from the condition of or public use of the trail, except to the extent caused by the negligence or intentional misconduct of Grantor.

2. Access. Grantor also covenants and agrees that Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder, provided that when Grantee or its contractors, agents, or employees enter the Property outside the Easement, Grantee shall coordinate such access in advance with Grantor, except in the event of an emergency. Grantee and its contractors shall comply with the Grantor's reasonable site access and safety requirements applicable to school property, including check-in procedures and background check requirements for individuals present on campus during school hours.

3. 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 or unearth the trail or endanger the lateral support to the trail or other improvements within the Easement.

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

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.

DATED THIS _____ day of _____, 20____.

GRANTOR
<u>Mercer Island School District No. 400</u> (corporation name)
By: _____ (signature)
<u>Fred Rundle</u> (typed/printed name)
<u>Superintendent</u> (title)

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

(PER FIRST AMERICAN TITLE COMPANY ORDER NO. NCS-1276505-WA1, DATED AUGUST 25, 2025)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WEST OF THE EAST MARGIN OF 88TH AVENUE SOUTHEAST.

EXCEPT COUNTY ROAD.

ALSO EXCEPT THAT PORTION DEEDED TO THE CITY OF MERCER ISLAND FOR ROAD BY DEED RECORDED NOVEMBER 27, 1968 UNDER RECORDING NUMBER 6440298.

EXHIBIT B

EXHIBIT B
PARCEL NO. 192405-9040
TRAIL EASEMENT

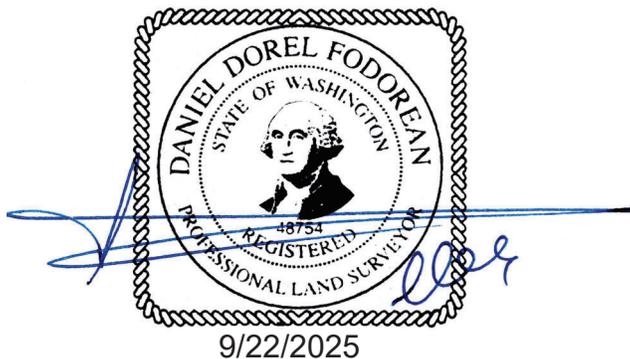
THE SOUTH 180.00 FEET OF THE EAST 10.50 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".
CONTAINING 1,890 SQUARE FEET, MORE OR LESS.

PARCEL "A":
(PER FIRST AMERICAN TITLE COMPANY ORDER NO. NCS-1276505-WA1, DATED AUGUST 25, 2025)

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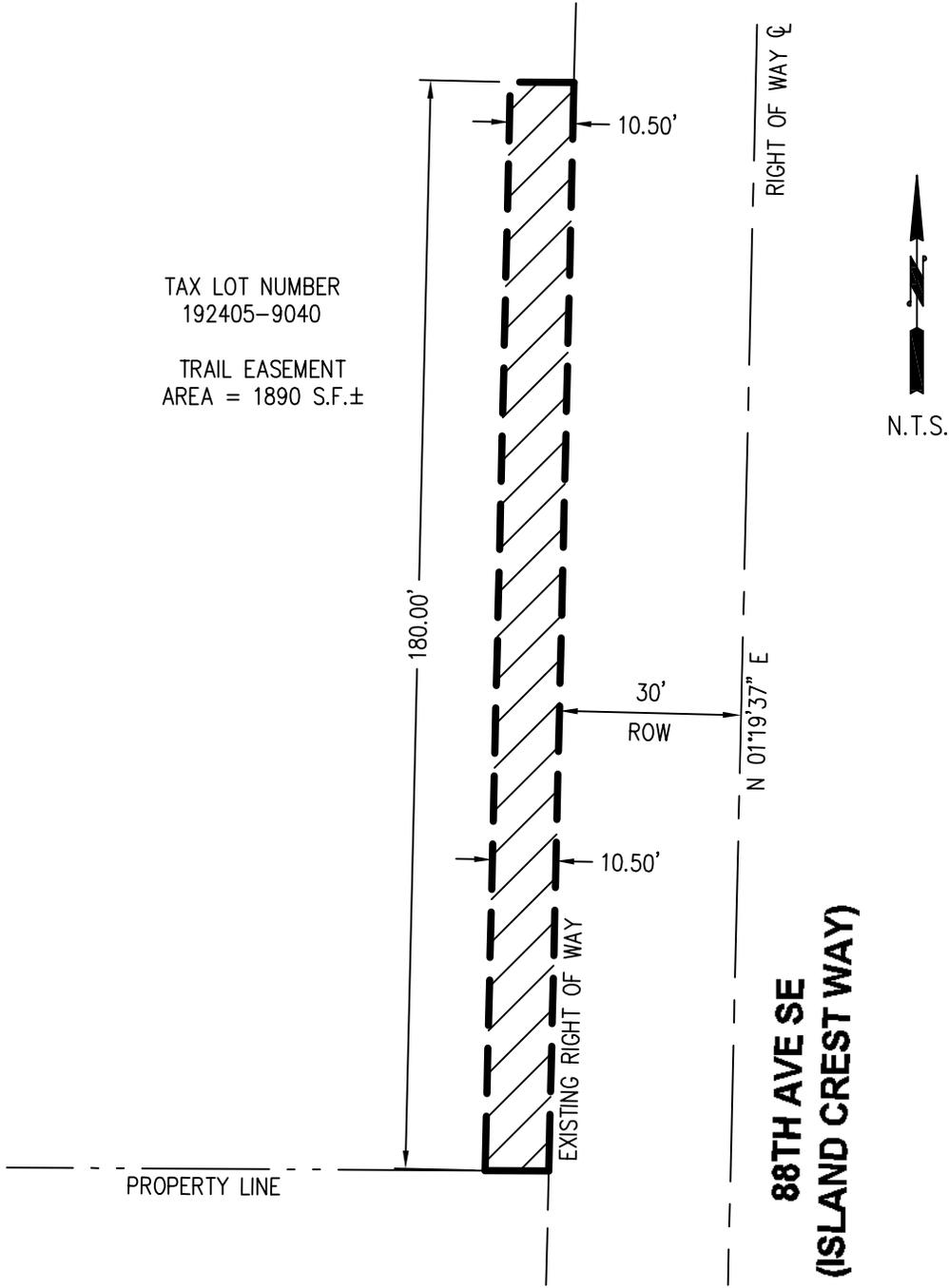
192405-9040-ESMT.DOCX

PSOMAS

NW 1/4, SEC. 19, T. 24 N., R. 5 E., W.M.

TAX LOT NUMBER
192405-9040

TRAIL EASEMENT
AREA = 1890 S.F.±



DATE: 9/22/2025

FILE: 192405-9040-ESMT.DWG

P S O M A S

EXHIBIT B
PARCEL 192405-9040
TRAIL EASEMENT