

When recorded return to:  
City of Mercer Island  
Attn: City Attorney  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040

## **PARTIAL RELINQUISHMENT OF PATHWAY EASEMENT**

**Reference #s of Documents Released  
or Assigned:**

7812260677

**Grantor:**

Mercer Island School District No. 400

**Grantee:**

City of Mercer Island

**Abbreviated Legal Description  
of Grantee Property:**

EASEMENT FOR PATHWAY under  
portion of Grantor's property

**Full Legal Description is on Page:**

Exhibit "A"

**Assessor's Tax Parcel Number:**

192405-9040

This Partial Relinquishment of an Easement for Pathway (this "**Agreement**") is entered by and between the City of Mercer Island, a municipal corporation of the State of Washington ("**Mercer Island**") and Mercer Island School District No. 400 (the "**Owners**").

### **RECITALS**

- A. Owners are the owners 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 1978, to the City of Mercer Island for the purpose of constructing the pathway in connection with paving and other roadway construction on the adjoining streets under Recording No. 7812260677 of the Official Records of King County (the "**Easement**"), attached and incorporated herein as Exhibit B.
- C. Mercer Island agrees to partially relinquish the south 180 feet of the Easement as shown on Exhibit C in exchange for an updated easement to be granted concurrent with the 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 agreed upon by the

parties, 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. Partial Relinquishment of the Easement. Mercer Island hereby releases and relinquishes its rights, title, and interest in the Easement as shown on Exhibit C.
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.

**Mercer Island**

City of Mercer Island  
(corporation name)

By: \_\_\_\_\_  
(signature)

Jessi Bon  
(typed/printed name)

City Manager  
(title)

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

On this day personally appeared before me \_\_\_\_\_,  
to me known to be the \_\_\_\_\_ of \_\_\_\_\_,  
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 he/she was 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 \_\_\_\_\_

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

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

On this day personally appeared before me \_\_\_\_\_,  
to me known to be the \_\_\_\_\_ of  
\_\_\_\_\_,  
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 he/she was  
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 OF 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 88<sup>TH</sup> 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 C**

**EXHIBIT C**  
**PARCEL NO. 192405-9040**  
**EXISTING PATHWAY EASEMENT**  
**(7812260677)**

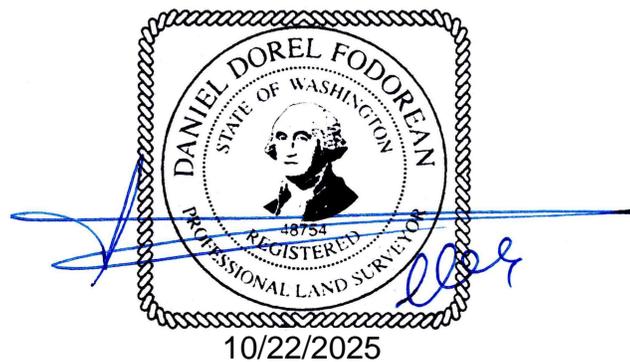
THE SOUTH 180.00 FEET OF THE EAST 5.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".  
CONTAINING 900 SQUARE FEET, MORE OR LESS.

PARCEL "A":  
(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.

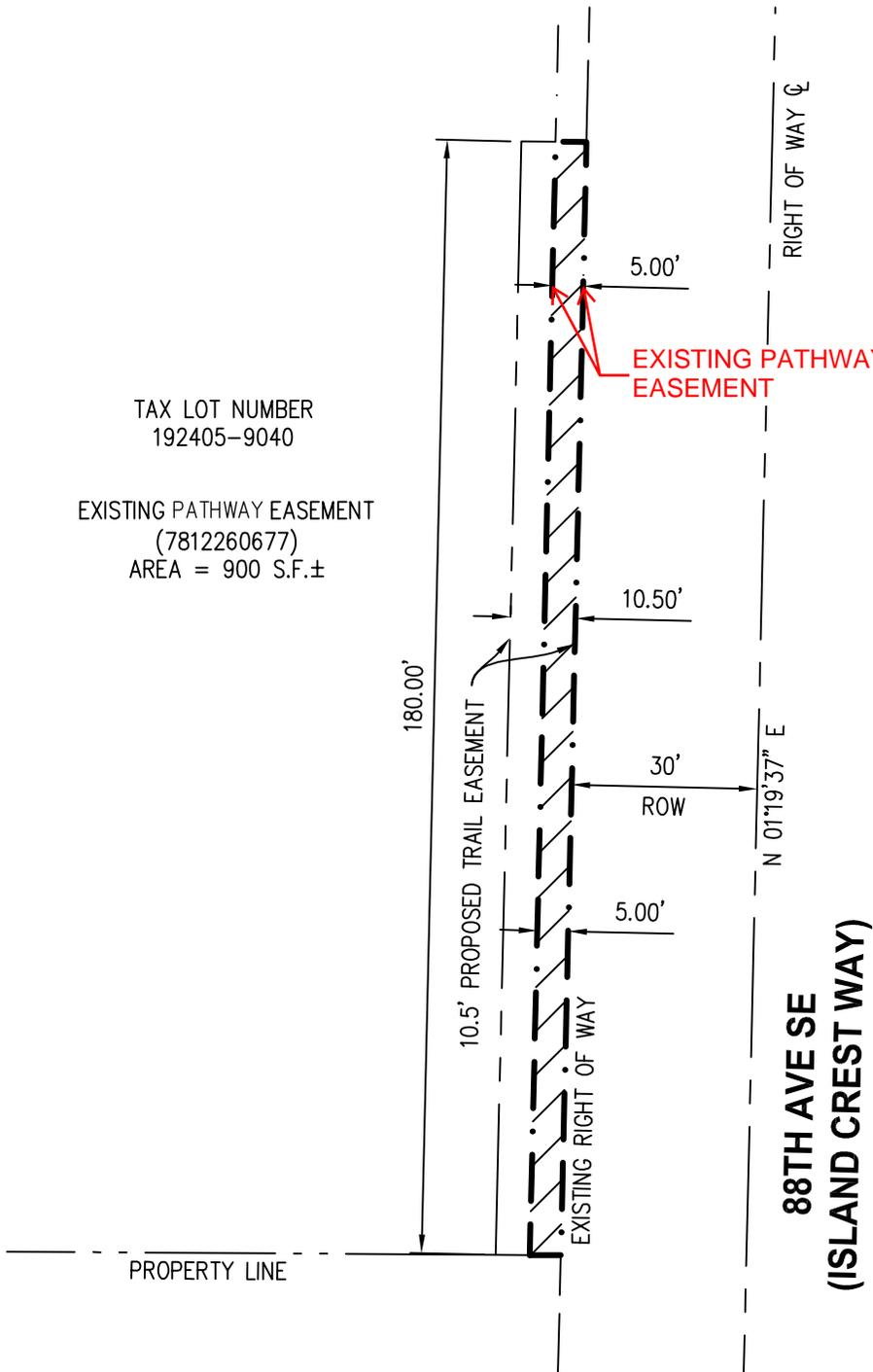


192405-9040-ESMT-EX.DOCX

**PSOMAS**

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

TAX LOT NUMBER  
192405-9040  
EXISTING PATHWAY EASEMENT  
(7812260677)  
AREA = 900 S.F.±



DATE: 10/22/2025

FILE: 192405-9040-ESMT-EX.DWG

**PSOMAS**

EXHIBIT C  
PARCEL 192405-9040  
EXISTING PATHWAY EASEMENT