

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

DRAFT

PARTIAL RELINQUISHMENT OF UTILITIES EASEMENT

**Reference #s of Documents Released
or Assigned:** 5183236

Grantor: Sharon K. Falkner and NGC Family Trust

Grantee: City of Mercer Island

**Abbreviated Legal Description
of Grantee Property:** WATER UTILITY EASEMENT under
portion of Grantor’s property

Full Legal Description is on Page: Exhibit “A”

Assessor’s Tax Parcel Number: 1924059108

This Partial Relinquishment of a Utilities Easement (this “**Agreement**”) is entered by and between the City of Mercer Island, a municipal corporation of the State of Washington (“**Mercer Island**”) and Sharon K. Falkner and the NGC Family Trust (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 and other properties are burdened by an easement, granted in 1960, to the King County Water District No. 93 for water utility purposes under Recording No. 5183236 of the Official Records of King County (the “**1960 Easement**”), attached and incorporated herein as Exhibit B. The property owners had constructed an unsurveyed loop water main, fire hydrants, and appurtenances that were conveyed to the King County Water District No. 93 at the same time the 1960 Easement was granted.

- C. Mercer Island is a municipal corporation of the State of Washington and is the successor in interest to the King County Water District No. 93.
- D. When Mercer Island installed the new water main and service laterals as part of the Water Facility Design Centerline Project (the “**Project**”) in 2018, the existing 1960 Easement was not utilized for a service lateral as planned. The Project instead was revised to construct a new 4-inch service lateral line within a driveway approach. The prior service lateral that runs underneath the existing carport on the Property was abandoned. It is this abandoned portion of the 1960 Easement that Mercer Island has agreed to relinquish and release. Exhibit C depicts the location of the 1960 Easement.
- E. Mercer Island agrees to relinquish and release that portion of the 1960 Easement as shown on Exhibit C because Owners have already granted to Mercer Island a new easement on the Property for the Project “as built” under Recording No. 20170810000888 of the Official Records of King County.

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 1960 Easement. The Property is currently subject to the 1960 Easement, but the parties desire to release the Property from a portion of this easement while otherwise keeping the 1960 Easement in place with respect to all other burdened properties under the easement.
2. Limited Release of 1960 Easement. Mercer Island hereby releases and relinquishes its rights, title, and interest in the portions/sections of the 1960 Easement limited only to those rights, title, and interest in the portions/sections of the 1960 Easement located within the Property. Nothing herein shall be construed as a release by Mercer Island of any other right, title, or interest in the 1960 Easement against the Owners, the Property, or any other property burdened by the 1960 Easement. A graphical depiction of the location of the 1960 Easement within the Property is 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 and Mercer Island accepts the partial relinquishment and release of the 1960 Easement.
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.

[Signature blocks are on the following page.]

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER-LINE OF EAST MERCER WAY WITH A LINE PARALLEL WITH AND 2490 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID SECTION 19;
THENCE SOUTH 88 DEGREES 33' 02" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, FOR A DISTANCE OF 186.00 FEET;
THENCE NORTH 1 DEGREE 26' 58" EAST (AT RIGHT ANGLES TO THE SOUTH LINE OF SAID PARALLEL TO AND 2575 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID SECTION 19, SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING;
THENCE SOUTH 88 DEGREES 33' 02" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, FOR A DISTANCE OF 120.00 FEET;
THENCE SOUTH 1 DEGREE 26' 58" (AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION) FOR A DISTANCE OF 85.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL TO AND 2490.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 19;
THENCE SOUTH 88 DEGREES 33' 02" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION FOR A DISTANCE OF 120.00 FEET;
THENCE NORTH 26 DEGREES 29' 46" EAST FOR A DISTANCE OF 54.60 FEET;
THENCE NORTH 5 DEGREES 54' 24" WEST FOR A DISTANCE OF 35.83 FEET;
THENCE NORTH 88 DEGREES, 33' 02" WEST FOR A DISTANCE OF 15.16 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL AS DEEDED UNDER AUDITORS FILE NUMBER 6520123, RECORDS OF KING COUNTY WASHINGTON;
THENCE NORTH 12 DEGREES 42' 49" WEST FOR A DISTANCE OF 30.94 FEET TO AN INTERSECTION WITH A LINE THAT IS PARALLEL TO AND 2605 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID SECTION 19;
THENCE NORTH 88 DEGREES 33' 02" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, FOR A DISTANCE OF 235.80 FEET, MORE OR LESS, TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 1 DEGREE 26' 58" WEST;
THENCE SOUTH 1 DEGREE 26' 58" WEST ALONG A LINE WHICH IS AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 19, FOR A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON

EASEMENT AND ~~DEED~~

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned property owners in Section 19, Township 24 North, Range 5 E WM King County, Washington, have constructed a loop water main, consisting of six inch cast iron pipe for a distance of approximately 400 feet on both ends and four inch cast iron pipe in the center, including 3 fire hydrants, for the purpose of furnishing water and fire protection for their respective properties; and

WHEREAS, said main is unsurveyed and extends generally from a point on the west side of East Mercer Way, where it connects with the main installed by King County Water District No. 93, which point of connection is approximately 2605 feet north of the south line of said Section 19, thence runs in a generally easterly direction to a point which is approximately 2605 feet north of the south line of said Section 19 and approximately 300 feet east of the center line of East Mercer Way; thence runs in a southerly direction parallel and immediately adjacent to the community roads established and existing under easements recorded under King County Auditor's Receiving Numbers 3922310, 4004443, 3230364 and 4578417 to a point approximately 1300 feet north of the south line of said Section 19 and approximately 350 feet east of the center line of East Mercer Way; thence runs westerly to a point where it connects with the said main installed by King County Water District No. 93 on the west side of East Mercer Way, which connecting point is approximately 1300 feet north of the south line of said Section 19; now therefore,

FOR AID IN CONSIDERATION of the sum of ONE (\$1.00) DOLLAR and other valuable considerations, the receipt whereof is hereby acknowledged, the undersigned, do by these presents hereby convey and quitclaim to King County Water District No. 93, a municipal corporation of the state of Washington, an easement for water

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utility purposes in, along and under the following described real property situated in King County, Washington:

That portion of Section 19, Township 24 N Range 5 EWM, King County, Washington, lying east of East Mercer Way and between lines parallel with an distant 1250 feet and 2650 feet, respectively, north of the south line of said Section 19, which is traversed by the loop water main, above-described, constructed by grantors, including the property on either side of said main within 10 feet thereof; provided, that the easement hereby granted shall be ten feet in width, being five feet on either side of said loop water main, for a distance of 250 feet easterly from the easterly margin of East Mercer Way at the southerly end of the loop water main, and for that portion of said loop water main which lies north of a line parallel to and 2605 feet north of the south line of said Section 19.

The Water District shall have the right to construct, maintain and operate water supply mains, hydrants, valves, fittings and appurtenances on said property and in the event the said property above described, is disturbed by said construction maintenance or operation, the District agrees by the acceptance of this easement to restore said property in as good condition as it was immediately prior thereto.

For the consideration above set forth, the undersigned property owners do by these presents, convey and quitclaim to King County Water District No. 93 that certain cast iron water main, above-described, which has been constructed and installed by the undersigned property owners, together with the fire hydrants and other appurtenances constructed in conjunction with said water main.

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PEOPLES NATIONAL BANK OF WASHINGTON IN SEATTLE executes this instrument in its capacity as Trustee only, and it assumes no liability in its individual or corporate capacity hereunder.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 3 day of February, 1960.



PEOPLES NATIONAL BANK OF WASHINGTON, a National Banking Corporation, as Trustee under the Will of Edward Mason Brown, deceased, and as Trustee under living trust for Sonia Brown.

By [Signature]
Vice President and Trust Officer

By [Signature]
Trust Officer

STATE OF Washington }
County of King } ss.

On this 3 day of February, A. D. 1960, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Harold A. Rogers and Walter T. Bagnall to me known to be the President and Vice President and Trust Officer and Secretary, respectively, of Trust Officer 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 are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



[Signature]
Notary Public in and for the State of _____
residing at _____

(Acknowledgment by Corporation, Washington Title Insurance Company, Form L 29)

Filed for Record July 29 1960 12 PM
Request of Wiley Co Title Recd # 13
ROBERT A. MORRIS, County Auditor

EXHIBIT C

