

Sharon K. Falkner  
5602 E Mercer Way, Mercer Island, WA 98040  
206-491-3600  
[skfgolf6@hotmail.com](mailto:skfgolf6@hotmail.com)

updated August 20, 2024

City of Mercer Island, Council Members  
9611 SE 36th Street  
Mercer Island, WA 98040

**RE: 5602 East Mercer Way**

Dear Council Member:

I, Sharon K. Falkner, am the Trustee (“TTEE”) of the NGC Family Trust, a trust created by my late husband’s estate plan. The Trust and I co-own the real property located at 5602 East Mercer Way, parcel number 192405-9108 (“Property”). We are writing to request approval for the City of Mercer Island (“City”) to relinquish a small portion of a water utility easement that encumbers the Property.

**Background**

In 1960, the owners of several properties that comprise Glenhome Lane granted a water utility easement for a water main line loop that ran roughly in the middle of Glenhome Lane (a private road). At that time, Glenhome Lane was a gravel road. The homeowners built the water main, which was then connected to the main at East Mercer Way installed by King County Water District No. 93. The homeowners built a service lateral spur from the Glenhome Lane water main line to provide water service from the main to four homes. That old spur runs under the carport of the Property.

The City abandoned this service lateral spur when it constructed a new 8-inch water main line under the middle of Glenhome Lane in 2018 as part of the Water Facility Design Centerline Project (the “Project”) to update the water system. Instead of constructing a new service lateral within the area of the existing 1960 easement, the City chose to build a new service lateral within a driveway approach to provide water service to the homes. The abandoned spur that runs under the Property’s carport was sealed and has not been used since 2018. Further, as part of the 2018 Project, the owners granted a new easement to the City for the as-built Project.

**Request**

The Property owners request that the City partially relinquish and release the 1960 easement related to the abandoned service lateral spur, as to the Property only. The 1960 easement, which is no longer necessary in light of the as-built 2018 Project and new easement, burdens the Property. The 1960 easement is preventing the replacement and realignment of the Property’s aging carport.

Please find enclosed for your review a proposed **Partial Relinquishment of Utilities Easement** with Exhibits A to C. The Property owners request that the City relinquish that portion of the 1960 easement related to the abandoned spur, as to the Property only. The portion of the 1960 easement to be relinquished is shown on Exhibit C of the proposed recordable document.

### **Consideration**

The property owners have already granted a new easement to the City for the as-built Centerline Project. That new easement essentially replaces the 1960 easement. The Owners request that the City relinquish the now unnecessary and unduly burdensome 1960 easement as to the Property only.

This request to relinquish the 1960 easement over the Property is beneficial to the City of Mercer Island for the following reasons:

1. Relinquishing the small portion from the easement will ensure that the City's granted easements reflect the accurate, as-built 2018 water main project.
2. Relinquishing the small portion from the easement will ensure that the City's granted easements do not continue to encumber a property for service laterals that have been abandoned and sealed.
3. Relinquishing the small portion from the easement will allow the City to approve a building permit application for a replacement carport that will promote safety and aesthetics.

This request benefits the property owners, Sharon K. Falkner and NGC Family Trust, for the following reasons:

1. The easement stemming from the abandoned service lateral spur now causes a considerable burden to the Property. The abandoned spur/easement runs under the Property's carport and unfortunately prevents the owners from being able to replace the aging carport (built circa 1962).
2. The owners are anxious to continue to maintain the home and property to a safe and attractive standard.

Please let me know if you need additional information or have questions about this request.

Sincerely,

*Sharon K. Falkner*

Sharon K. Falkner, Co-Owner

Sharon K. Falkner, as TTEE of the NGC Family Trust, Co-Owner

Enclosures



**PUBLIC EASEMENT MODIFICATION AND EXTINGUISHMENT APPLICATION**

<b>A P P L I C A N T</b>	SITE ADDRESS: 5602 E Mercer Way, Mercer Island, WA 98040	APPLICATION TYPE: (PLEASE CHECK BOX) <input type="checkbox"/> MODIFICATION <input checked="" type="checkbox"/> EXTINGUISHMENT
	MAILING ADDRESS: 5602 E Mercer Way, Mercer Island, WA 98040	PARCEL ID # <b>1924059108</b>
	LIST ALL OWNERS: (DESCRIBE WHETHER SINGLE, HUSBAND AND WIFE, CORP., CO., LLC, ETC.) Sharon K. Falkner, a single woman NGC Family Trust	PHONE: 206-491-3600 EMAIL: <b>skfgolf6@hotmail.com</b>
	FULL LEGAL DESCRIPTION: (ATTACH ADDITIONAL SHEETS AS NECESSARY OR COPY OF TITLE REPORT) See Exhibit A, attached	
	DESCRIPTION: Owners request relinquishment and release of a 1960 water utility easement, as to their property only. The easement stems from an old service lateral line that was abandoned by the City as part of the 2017-2018 Water Facility Design Centerline Project in Glenhome. Owners have already granted the City a new easement for the "as built" project.	

**Application Procedure**

This is an application for consideration only. The City Council is the decision authority for approval of the public easement modification and, or extinguishment application.

1. The applicant submits a formal request along with all required documents listed below.
2. City reviews the application and documents.
3. City determines if the submitted documents are sufficient or additional documents required.
4. City staff prepares the agenda to add to City Council Meeting Agendas.
5. City Council makes final decisions.

**Submittal Requirements**

In addition to the items listed below, the city staff may require the submission of any documentation reasonably necessary during the process.

1. A formal memo including the background on the easements, information on the request, and consideration offered.
2. The survey plans showing the locations and limits of the existing public easements.
3. The legal descriptions of the existing public easements.
4. The recorded existing public easement documents.
5. The reasons and issues for modifications and, or extinguishment of the existing public easement.
6. The benefits to the Public Works Operations for modifying and or eliminating the existing public easements.
7. If the request is for modifications to the existing public easements, provide recordable exhibits and legal descriptions of the proposed modified public easements.
8. Any other reasonable documents as requested by the city staff.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be met whether specified herein or not. The approval of an agreement does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

  
 Signature of Owner/Authorized Agent

5-21-24  
 Date

SHARON K. FALKNER  
 Printed Name of Owner/Authorized Agent

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

Reference No. 5183236

## **PARTIAL RELINQUISHMENT OF UTILITIES EASEMENT**

<b>Reference #s of Documents Released or Assigned:</b>	5183236
<b>Grantor:</b>	Sharon K. Falkner and NGC Family Trust
<b>Grantee:</b>	City of Mercer Island
<b>Abbreviated Legal Description of Grantee Property:</b>	WATER UTILITY EASEMENT under portion of Grantor's property
<b>Full Legal Description of Grantor Property:</b>	Exhibit "A"
<b>Assessor's Tax Parcel Number:</b>	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 the 1960 Easement while otherwise keeping the 1960 Easement in place with respect to all other burdened properties under the easement.
2. Release of 1960 Easement. Mercer Island hereby releases and relinquishes all of its rights, title, and interest in, to, and under the 1960 Easement with respect to the Property and agrees to the release of the 1960 Easement as an encumbrance against the Property only, provided, however, that nothing herein shall be construed as a release of the other properties burdened by the 1960 Easement. A graphical depiction of the location of the 1960 Easement on 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 INTERSECIION 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 ADISTANCE OF 85.00 FEET TO AN INTERSECTION LITH 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 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, RECRODS OF KING COUNTY WASHINGTON;  
THENCE NORTH 12 DEGREES 42' 49" WEST ALONG THE WESTERLY LINE OF SAID LINE IS PARALLEL TO AND 2605 FEET NORTH OF (AS MEASSURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID SECTDION 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 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 AND 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 Secretary, respectively, of the corporation that presented 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 [Signature] # 13  
ROBERT A. MORRIS, County Auditor

# EXHIBIT C

