

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Bio Park
City Attorney
9611 SE 36th Street
Mercer Island, WA

PERMANENT EASEMENT FOR PUBLIC SEWER

Reference #s of Document Released or Assigned:	N/A
Grantors:	Allan Montpellier and Feliz Montpellier
Grantee:	City of Mercer Island
Abbreviated Legal Description of Grantor Property:	EASEMENT UNDER PORTION of Lot 3, Eden Lane West, Plat of King County, Washington, Pg. 64-65.
Full Grantor Legal Description:	Exhibit "A"
Easement Legal Description:	Exhibit "B"
Easement Area:	Exhibit "C"
Assessor's Tax Parcel Number(s):	225100003006

THIS PERMANENT EASEMENT FOR PUBLIC SEWER ("**Easement**") is granted by Allan Montpellier and Feliz F. Montpellier, a married couple, hereinafter called "**Grantors**" or the "**Owners**" to the City of Mercer Island, a municipal corporation of the State of Washington, hereinafter called the "**Grantee**" or "**City**."

RECITALS

WHEREAS, Grantors are the owners of that certain real property situated in the City of Mercer Island, King County, Washington legally described on Exhibit A attached hereto and

incorporated herein (the “**Property**”).

WHEREAS the City is a municipal corporation of the State of Washington and the successor in interest to the Mercer Island Sewer District. In 1964 the Mercer Island Sewer District was granted an easement for the installation, construction, maintenance, operation, repair and replacement of a sewer pipeline on the Property under Recording No. 5804682 of the Official Records of King County (the “**1964 Easement**”).

WHEREAS A public sewer system was constructed on another portion of the Property that did not coincide with the 1964 Easement location (the “**Sewer**”). A new easement for the Sewer was never granted and the easement for the sewer was never amended, relinquished or released to reflect the as-built location of the Sewer.

WHEREAS The Owners and the City have agreed that in exchange for the City’s relinquishment and release of the 1964 Easement on the Property, the Owners shall grant the City a new easement on the Property for the Sewer.

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

- 1. Grant of Easement for Public Sewer.** The Owners grant to the City a permanent easement in, on, over, across and through that portion of the Property that is legally described in or depicted on Exhibit B (the “**Easement Area**”), attached hereto and by this reference incorporated herein, for the purpose of the installation, construction., maintenance, operation, repair, and replacement of the Sewer and its appurtenances (the “**Easement Improvements**”) together with a right of access for ingress and egress to and from the Easement Area as reasonably necessary to Grantee’s installation, construction, maintenance, operation, repair, and replacement, of the Easement Improvements. The Easement Improvements shall be and shall at all times remain the property and responsibility of Grantee.
- 2. Access.** Grantor also covenants and agrees that, upon reasonable notice to Grantor, Grantee shall have the right of access and parking to the Easement over and across the Property to enable Grantee to exercise its rights hereunder. Grantee, in the course of maintenance, inspection, construction, repair, and or replacement of the above-described public utility system shall not obstruct the Grantor’s ingress and egress into the Grantor’s property when practical.
- 3. Grantor’s Use of Property.** Grantor shall have the continuing right to use the Easement Area with the following limitations: (a) Grantor shall not grant easement rights to third parties in the Easement Area without the prior written consent of the Grantee, which shall not be unreasonably withheld (b) No improvements that might interfere with the rights granted to the Grantee under this Easement may be installed in the Easement Area without the prior written approval of the Grantee. Grantee consents to all existing improvements in the Easement Area as depicted in Exhibit C.

4. **Grantee's Use of Easement Area.** Grantee shall at all times exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee shall, upon completion of any maintenance, removal, repair or replacement or other activities in the Easement Area remove any debris and restore the surface of any portion of the Grantor's property disturbed by Grantee's activities to the reasonably approximate condition in which it existed at the commencement of Grantee's activities. Except in the case of an emergency, Grantee shall provide Grantor with at least twenty (20) days' prior written notice before commencing any maintenance, removal, repair, replacement, or other activities in the Easement Area, together with a copy of the plans and a schedule for such activity or work.

5. **Notices.** Any notices required or permitted under this Easement shall be personally delivered or sent by certified mail, return receipt requested and shall be deemed given three (3) days following the date when mailed or one (1) business day following personal delivery. All notices shall be sent to the following addresses:

To Grantee: City of Mercer Island
City Engineer
9611 SE 36th Street
Mercer Island, WA 98040

To Grantor: Allan and Feliz Montpellier (or then-current Grantor)
3 Eden Lane West
Mercer Island, WA 98040

Either party may change the address to which notice is sent by notice to the other party.

6. **Counterparts.** This Easement may be executed in counterparts, which when taken together, shall constitute one Easement. However, this Easement shall not be effective unless and until each counterpart signature has been obtained.

7. **Authorized Signature.** Each party to this Easement warrants and represents to the other party that the individual signing this Easement on behalf of such party has been duly authorized to execute this Easement.

8. **Runs with the Land/Successors and Assigns.** This Easement and the covenants, restrictions, easements, conditions, rights, duties and obligations contained herein will run with the Property and will inure to the benefit of and be binding upon Grantor's successors and assigns and future owners of the Property.

[Signatures attached.]

OWNERS:

Name: Allan Montpellier

Signature: _____

Name: Feliz Montpellier

Signature: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared and acknowledged the instrument to be the free and voluntary act and deed for the purposes therein mentioned, and on oath stated that he/she is authorized to execute the instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

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

Signature

Print Name

NOTARY PUBLIC in and for the State of
Washington, residing at _____

My commission expires _____

CITY OF MERCER ISLAND:

Name: _____

Signature: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared and acknowledged the instrument to be the free and voluntary act and deed for the purposes therein mentioned, and on oath stated that he/she is authorized to execute the instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

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

Signature

Print Name

NOTARY PUBLIC in and for the State of Washington, residing at _____

My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

LOT 3, EDEN LANE WEST, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 101 OF PLATS, PAGES 64 AND 65, IN KING COUNTY, WASHINGTON;

TOGETHER WITH AN EASEMENT FOR ROAD AND UTILITIES AS DELINEATED ON THE FACE OF SAID PLAT;

EXCEPT ANY PORTION LYING WITHIN SAID LOT 3.

TOGETHER WITH AN UNDIVIDED 1/7 INTEREST IN RECREATIONAL WATERFRONT. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

DRAFT

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF THE EASEMENT AREA

THAT PORTION OF LOT 3 OF EDEN LANE WEST AS RECORDED IN VOLUME 101 OF PLATS, PAGES 64

AND 65, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT;

THENCE ALONG THE EAST LINE OF SAID LOT, SOUTH 10°31'59" WEST 50.23 FEET TO THE POINT

OF BEGINNING;

THENCE SOUTH 33°26'42" WEST 139.56 FEET;

THENCE NORTH 77°16'33" WEST 50.49 FEET TO THE WEST LINE OF SAID LOT;

THENCE ALONG SAID WEST LINE, SOUTH 10°32'12" WEST 20.01 FEET;

THENCE SOUTH 77°16'33" EAST 63.55 FEET;

THENCE NORTH 33°26'42" EAST 106.06 FEET TO SAID EAST LINE;

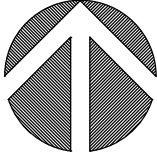
THENCE ALONG SAID EAST LINE, NORTH 10°31'59" EAST 51.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,597 SQUARE FEET, MORE OR LESS

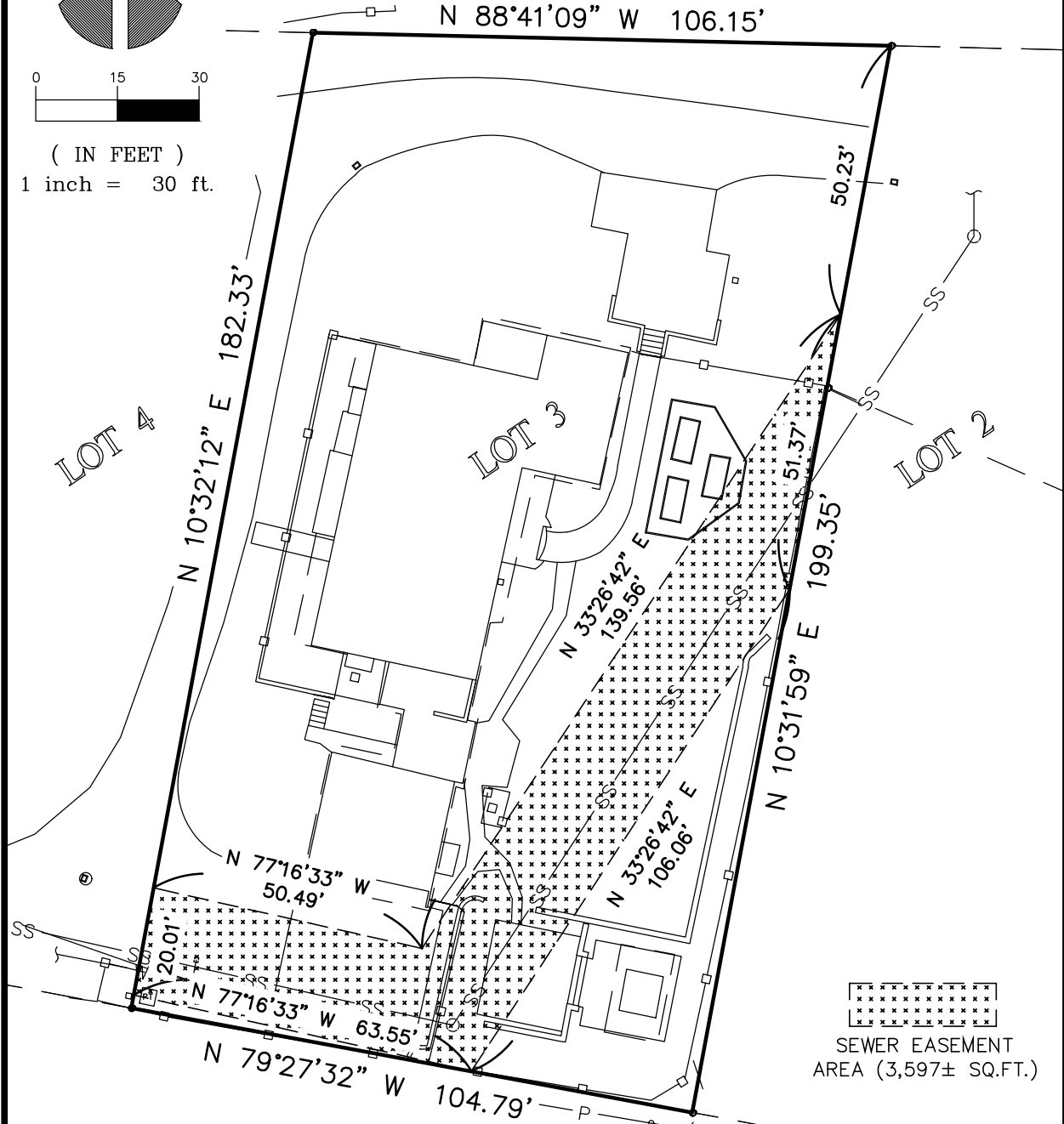
EXHIBIT C
GRAPHICAL DEPICTION OF EASEMENT AREA

EXHIBIT C

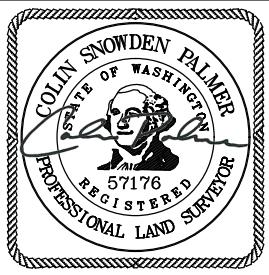
NW 1/4, NE 1/4,
SEC. 25, T24N, R04E, W.M.



(IN FEET)
1 inch = 30 ft.



SEWER EASEMENT
AREA (3,597± SQ.FT.)



**SANITARY SEWER
EASEMENT AREA**

3 EDEN LANE WEST
MERCER ISLAND, WA 98040
PARCEL NO. 225100-0030

JOB NO. 202543
DATE: 12/09/22
PAGE 1 OF 1

TERRANE

10801 Main Street, Suite 102
Bellevue, WA 98004
p: 425-458-4488 | e: info@terrane.net