

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Reference No. 5804682

PARTIAL RELINQUISHMENT OF SEWER EASEMENT

Reference #s of Document Released or Assigned:	5804682
Grantors:	Allan Montpellier and Feliz Montpellier
Grantee:	City of Mercer Island
Abbreviated Legal Description of Grantee Property:	EASEMENT UNDER PORTION of Lot 3, Eden Lane West, Plat of King County, Washington, Pg. 64-65.
Full Legal Description is on Page:	Exhibit "A"
Assessor's Tax Parcel Number(s):	225100003006

This Partial Relinquishment of a Sewer Easement (this "**Agreement**") is entered by and between the City of Mercer Island, a municipal corporation of the State of Washington ("**Mercer Island**") and Allan Montpellier and Feliz F. Montpellier, a married couple (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 1964 to the Mercer Island Sewer District, 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**"), attached and

incorporated herein as Exhibit B.

- C. Mercer Island is a municipal corporation of the State of Washington and the successor in interest to the Mercer Island Sewer District.
- D. A sewer was constructed on another portion of the Property that does 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.
- E. The Owners and Mercer Island have agreed that in exchange for the Mercer Island's relinquishment and release of the 1964 Easement on the Property as shown on Exhibit C, the Owners shall grant to Mercer Island a new easement on the Property for the Sewer in the correct as-built location.

AGREEMENT

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. Description of 1964 Easement. The Property is currently subject to the 1964 Easement, but the parties desire to release the Property from the Easement while otherwise keeping the 1964 Easement in place with respect to all other burdened properties under the easement.
2. Release of 1964 Easement. Mercer Island hereby releases and relinquishes all of its rights, title and interest in, to and under the 1964 Easement with respect to the Property and agrees to the release of the 1964 Easement as an encumbrance against the Property only, provided, however, that nothing herein shall be construed as a release of other properties burdened by the 1964 Easement. A graphical depiction of the 1964 Easement on the Property is shown on Exhibit C.
3. Integration. This Agreement embodies the entire understanding of the parties and, except for the new easement to be granted by Owners to Mercer Island for the Sewer, to be granted concurrently with this Agreement, 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 1964 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.]

DRAFT

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.

EXHIBIT B
[THE 1964 EASEMENT]

Refer to the graphic on the following page.

EASEMENT

No. 408

GRANTORS, IRA BORTLES and EVELYN BORTLES

5804652

for and in consideration of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, grants and conveys to GRANTEE, MERCER ISLAND SEWER DISTRICT, King County, Washington, a municipal corporation, an easement and right-of-way, over, across, along, through, and under the following described property situated in King County, Washington, to-wit:

Access road defined as follows: Tax Lot 163, Section 25, Township 24, Range 4
Portion of Government Lot 1 and 2 defined as follows: Beginning at point on Westerly margin of West Mercer Way 1357.09 Ft. North and 1770.37 Ft. West of Southeast corner of Northeast 1/4 of Section thence Northerly along said margin 230 Ft. to True Point of Beginning thence North 88°40'34" West 172 Ft. thence South 46°02'58" West 211.67 Ft. thence North 79°27'32" West 111.60 Ft. thence South 14°33'02" West 30.07 Ft. thence South 79°27'32" East 129.15 Ft. thence North 46°02'58" East 203.61 Ft. thence North 68°41'12" East 20.31 Ft. thence South 88°40'34" East 143.83 Ft. to Westerly margin West Mercer Way thence Northerly along said margin 30.36 Ft. to True Point of Beginning.

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1.... Trees to be disturbed must be at the owner's discretion, cut up and area cleaned up, or per agreement between owner and Grantee at time of installation.
- 2.... Present road, where interrupted, must be regraded, tamped and restored within a month. Any defects in backfilling appearing during a period of one year following completion of work will be corrected within one month of written notification.
- 3.... The wire mesh fence shall not be disturbed.

for the purpose of constructing, installing, reconstructing, replacing, repairing, maintaining and operating a sewer pipe line and lines and all necessary connections and appurtenances thereto, together with the right of ingress thereto and egress therefrom for the purpose of enjoying the easement, and also granting to Grantee and to those acting under or for Grantee the use of such additional area immediately adjacent to the above easement as shall be required for the construction of the sewer pipe line or lines in the easement, such additional area to be held to a minimum necessary for that purpose, and immediately after the completion of the construction and installation, or any subsequent entry upon the easement, Grantee shall restore the premises as near as may be to its condition immediately before such construction or entry.

IN WITNESS WHEREOF, Grantors have hereunto set their hand this 18th day of October, 1964.

Ira Bortles
Evelyn Bortles

STATE OF WASHINGTON)
KING COUNTY) ss:

On this 18th day of October, 1964, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Ira Bortles and Evelyn Bortles to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged to me that the y signed and sealed the instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

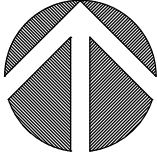
Evelyn B. Jacobson
Notary Public in and for the State of Washington, residing at Mercer Island

OCT 28 1964

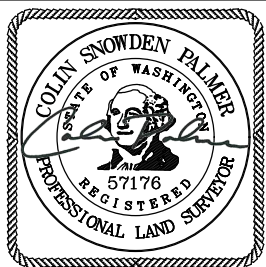
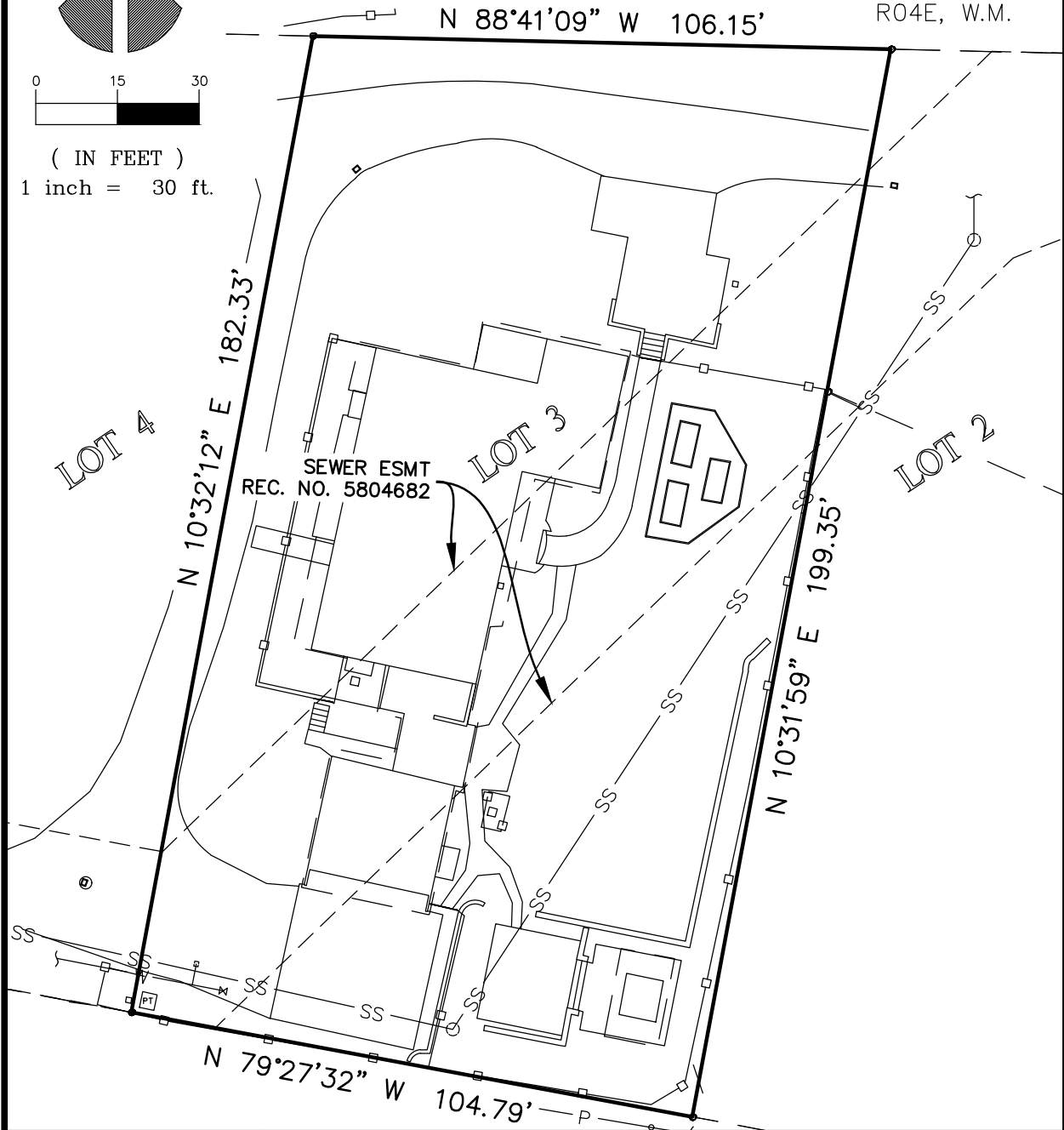
EXHIBIT C
GRAPHICAL DEPICTION OF THE 1964 EASEMENT ON THE PROPERTY

EXHIBIT C

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



(IN FEET)
1 inch = 30 ft.



SANITARY SEWER EASEMENT EXHIBIT

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