

Return Address:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040

EXCISE TAX NOT REQUIRED
King Co. Records Division
By [Signature], Deputy

PERMANENT EASEMENT FOR PUBLIC WATER MAIN

Grantor (s): Gene Chamberlain and Sharon K. Falkner, husband and wife
Grantee (s): CITY OF MERCER ISLAND
Property Legal Description: on Exhibit A SEC 19 TWN 24 R95
Easement Legal Description: on Exhibit B
Easement Exhibit: on Exhibit C
Assessor's Tax Parcel ID: 1924059108

RECITALS

- A. Gene Chamberlain and Sharon K. Falkner ("Grantor") are the owners of certain real property (the "Property") located in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.
- B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct improvements to the public water system and water meter, and requires a portion of the Property in which to locate the improvements.
- C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. Grant of Easement. Grantor grants, conveys and warrants to the Grantee a perpetual, permanent easement ("Easement") under, across and over that portion of the Property legally described in Exhibit "B" attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantor, at such times

as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace and enlarge the water system and water meter facilities including, but not limited to, underground facilities and/or systems upon and under the Easement, together with all necessary or convenient appurtenances ("Facilities"). Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the Facilities within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Access. Grantor also covenants and agrees that, upon reasonable notice to Grantor, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

3. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantor's Property to a condition similar to its condition prior to such work. Following the construction and installation of the Facilities, Grantor may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantor reserves the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantor shall not construct or maintain any buildings or other structures on the Easement. Grantor shall not perform digging, tunneling or other form of construction activity on the Property, which would disturb the compaction of or damage any Facilities within the Easement.

5. Indemnification. Grantor agrees to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantor or Grantor's agents or invitees within or with respect to the Easement.

6. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantor and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS 14 day of May, 2018.

GRANTOR (Individual)

GRANTOR (Individual)

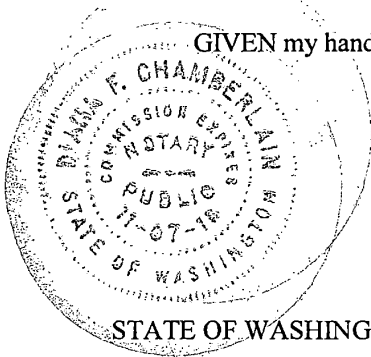
Gene Chamberlain
Gene Chamberlain

Sharon K. Falkner
Sharon K. Falkner

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Gene Chamberlain and Sharon Falkner, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 14th day of May, 2018.

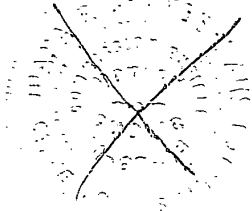


Diana Chamberlain
Notary Name: Diana F. Chamberlain
NOTARY PUBLIC in and for the State of Washington.
My commission expires: 11/07/2019

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this ____ day of _____, 2018.



Notary Name: _____
NOTARY PUBLIC in and for the State of Washington.
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THAT PORTION OF GOVERNMENT LOTS 2 AND 3, SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST W.M., LYING EASTERLY OF EAST MERCER WAY AND BETWEEN LINES PARALLEL WITH AND DISTANT RESPECTIVELY 2575 AND 2700 FEET NORTH OF THE SOUTH LINE OF SAID SECTION;
EXCEPT THAT PORTION THEREOF LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF EAST MERCER WAY AT A POINT 2700 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 19;
THENCE SOUTH 88 DEGREES 33 MINUTES 02 SECONDS EAST, PARALLEL TO THE SOUTH LINE OF SECTION 19, 361.13 FEET TO A POINT FROM WHICH AN EXISTING CONCRETE MONUMENT BEARS SOUTH 01 DEGREES 26 MINUTES 58 SECONDS WEST DISTANT 1.74 FEET;
THENCE CONTINUE SOUTH 88 DEGREES 33 MINUTES 02 SECONDS EAST 42 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 12 DEGREES 42 MINUTES 49 SECONDS EAST TO AN INTERSECTION WITH A LINE 2575 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SECTION 19;

AND EXCEPT THE NORTH 25 FEET;

AND EXCEPT ANY PORTION PREVIOUSLY CONVEYED TO WILLIAM L. SANBORN AND SHIRLEY SANBORN BY DEED RECORDED UNDER RECORDING NO. 4782009;

TOGETHER WITH SECOND CLASS SHORE LANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING THEREON;

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

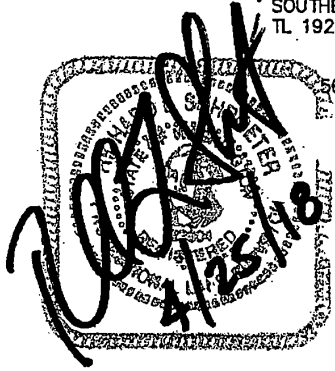
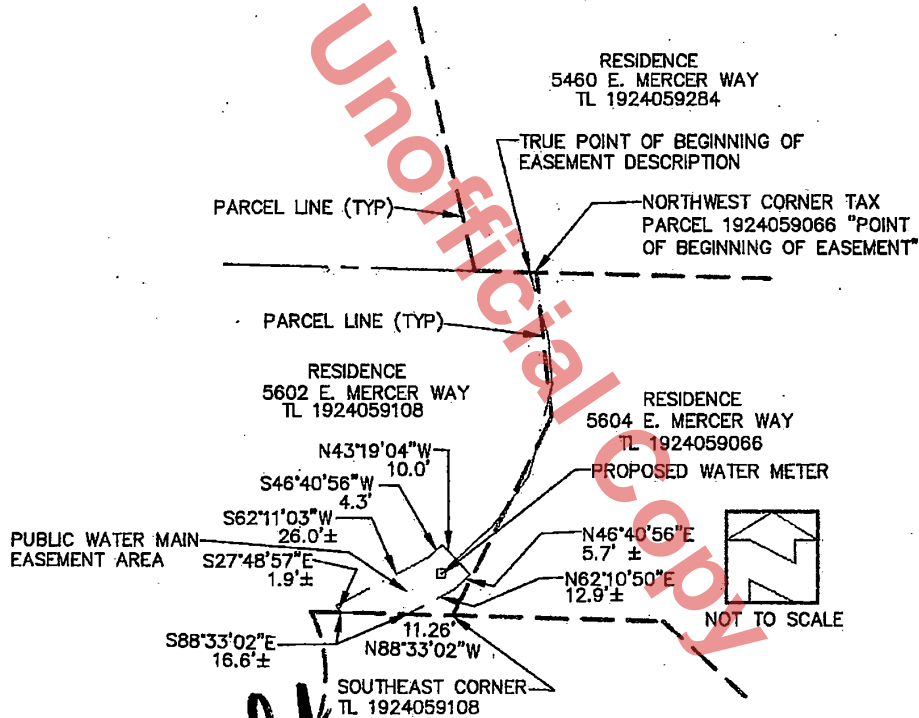
EXHIBIT B

EASEMENT LEGAL DESCRIPTION

A 10 FOOT WATERLINE EASEMENT, DESCRIBED AS FOLLOWS:
THAT PORTION OF TAX PARCEL 10924059108 (Legal Description Shown on Page 4);

BEGINNING AT SAID POINT A;
THENCE NORTH 43°19'04" WEST 5.0 FEET;
THENCE SOUTH 46°40'56" WEST 4.3 FEET;
THENCE SOUTH 62°11'03" WEST 26.0 FEET;
THENCE SOUTH 27°48'57" EAST 1.9 FEET TO THE SOUTH LINE OF SAID TAX
PARCEL 10924059108;
THENCE SOUTH 88°33'02" EAST, ALONG SAID SOUTH LINE, 16.6 FEET;
THENCE NORTH 62°11'03" EAST 12.9 FEET;
THENCE NORTH 46°40'56" EAST 5.7 FEET;
THENCE NORTH 43°19'04" WEST 5.0 FEET TO SAID POINT A.

EXHIBIT C PUBLIC WATER MAIN



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PROJECT NO. 17003
DATE: 4/23/18