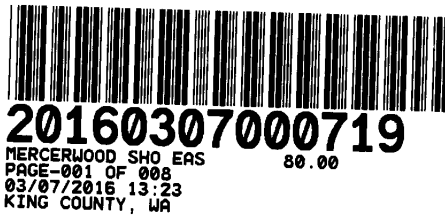


Return Address:

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




PERMANENT EASEMENT FOR PUBLIC WATER MAIN

Grantor : Mercerwood Shore Club
Grantee : City of Mercer Island, a Washington municipal corporation
Property Legal Description: on Exhibit A
Permanent Easement for Public Water Main Legal Description: on Exhibit B
Permanent Easement for Public Water Main Area: on Exhibit C.
Parcel number: 182405-9001

EXCISE TAX NOT REQUIRED

King Co. Records

By  Deputy

RECITALS

- A. Mercerwood Shore Club is the owner of certain real property (the "Property") located in Mercer Island, Washington, and legally described on Exhibit A.
- B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct or has constructed improvements to the city public water main, fire hydrants with associated appurtenances, 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 on Exhibit B and depicted on Exhibit C. Grantee and its agents, designees and/or assigns shall have the right, with prior notice to Grantor when practical, 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 public utilities described in Section 19.09.030 of the Mercer Island City Code as it exists or as hereafter amended, or any other codes, rules or regulations applicable to public improvements, together with all necessary or convenient appurtenances thereto. Following the initial construction of the improvements, Grantee may from time to time construct such additional improvements as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the improvements 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 improvements, 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 improvements within the Easement, and no blasting shall be done within fifteen (15) feet of 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.

EXHIBIT A

Property Legal Description

PARCEL A:

THE SOUTH 60 FEET OF LOT 14 AND ALL OF LOTS 15, 16 AND 17 IN THE PLAT OF LAKEHOLM ADDITION, AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 52, RECORDS OF KING COUNTY;

TOGETHER WITH THE SECOND CLASS SHORELANDS ADJOINING;

AND TOGETHER WITH THAT PORTION OF VACATED STREET ADJOINING ON THE WEST.

PARCEL B:

LOTS 2 AND 3, AND THE NORTHEASTERLY 25 FEET OF LOT 4, MERCERWOOD DIVISION NO. 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN COLUMN 56 OF PLATS, PAGE 97, IN KING COUNTY, WASHINGTON.

PARCEL C:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EAST OF THE EAST MARGIN OF EAST MERCER WAY;

EXCEPT THAT PORTION THEREOF LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 OF THE PLAT OF LAKEHOLM ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 52, IN KING COUNTY, WASHINGTON;

AND

EXCEPT THAT PORTION THEREOF HERETOFORE CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 3018350;

AND

EXCEPT THAT PORTION THEREOF PLATTED AS MERCERWOOD DIVISION NO. 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 56 OF PLATS, PAGE 97, IN KING COUNTY, WASHINGTON;

AND

EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 1, OF SAID PLAT OF MERCERWOOD DIVISION NO. 4;

THENCE NORTH 50°22'05" EAST ALONG THE SOUTHEASTERLY MARGIN OF EAST MERCER WAY 21.01 FEET TO A POINT OF CURVE THEREIN;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY MARGIN FOLLOWING AN ARC CURVE TO THE LEFT HAVING A RADIUS OF 470.97 FEET, AN ARC DISTANCE OF 158.10 FEET TO A POINT OF REVERSE CURVE;

THENCE ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20 FEET AN ARC DISTANCE OF 52.35 FEET TO A POINT OF TANGENCY AND THE INTERSECTION OF SAID CURVE WITH THE WEST MARGIN OF 100TH AVENUE SOUTHEAST;

THENCE SOUTH 01°05'68" WEST ALONG SAID WEST MARGIN 120.00 FEET;

THENCE SOUTH 29°59'13" WEST, 52.89 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY PRODUCTION OF THE SOUTHEASTERLY LINE OF SAID LOT 1;

THENCE SOUTH 50°22'05" WEST, ALONG SAID PRODUCTION 70.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 1;

THENCE NORTH 39°37'55" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, 115.00 FEET TO THE POINT OF BEGINNING;

AND

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF WHICH IS SOUTH 88°28'12" EAST, 174.47 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 5 OF SAID PLAT OF MERCERWOOD DIVISION NO. 4;

THENCE NORTH 50°22'05" EAST ALONG THE SOUTHEASTERLY LINE OF LOTS 5 AND 4 RESPECTIVELY 178.61 FEET;

THENCE SOUTH 39°37'55" EAST, 32.00 FEET;

THENCE SOUTH 73°39'10" EAST, 137.64 FEET;

THENCE SOUTHY 64°20'10" EAST, 142.45 FEET, MORE OR LESS, TO SAID SOUTH LINE OF SAID SUBDIVISION;

THENCE NORTH 88°28'12" WEST ALONG SAID SOUTH LINE 418.56 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT 5 AND THE POINT OF BEGINNING;

AND

EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 18;
THENCE SOUTH 01°05'30" WEST ALONG THE EAST LINE OF SAID SECTION 18, 1,040 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 01°05'30" WEST 60 FEET;
THENCE NORTH 88°54'30" WEST 80 FEET;
THENCE NORTH 01°05'30" EAST 60 FEET;
THENCE SOUTH 88°54'30" EAST 80 FEET TO THE TRUE POINT OF BEGINNING;

AND

EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 13, LAKEHOLM, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, ON PAGE 52, RECORDS OF KING COUNTY, WASHINGTON;
THENCE NORTH 88°32'01" WEST 20.00 FEET ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID LOT 13 TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88°32'01" WEST 17.00 FEET;
THENCE SOUTH 01°05'30" WEST PARALLEL TO THE EAST LINE OF SAID SECTION 18 A DISTANCE OF 35.00 FEET;
THENCE SOUTH 88°32'01" EAST 17.00 FEET TO SAID EAST LINE;
THENCE NORTH 01°05'30" EAST, ALONG SAID EAST LINE 35.00 FEET TO SAID WESTERLY PROJECTION AND THE TRUE POINT OF BEGINNING.

(ALSO KNOWN AS REVISED PARCEL B MERCER ISLAND LOT LINE REVISION NO. 92-1080 RECORDED UNDER RECORDING NO. 9305069003)

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

EXHIBIT B

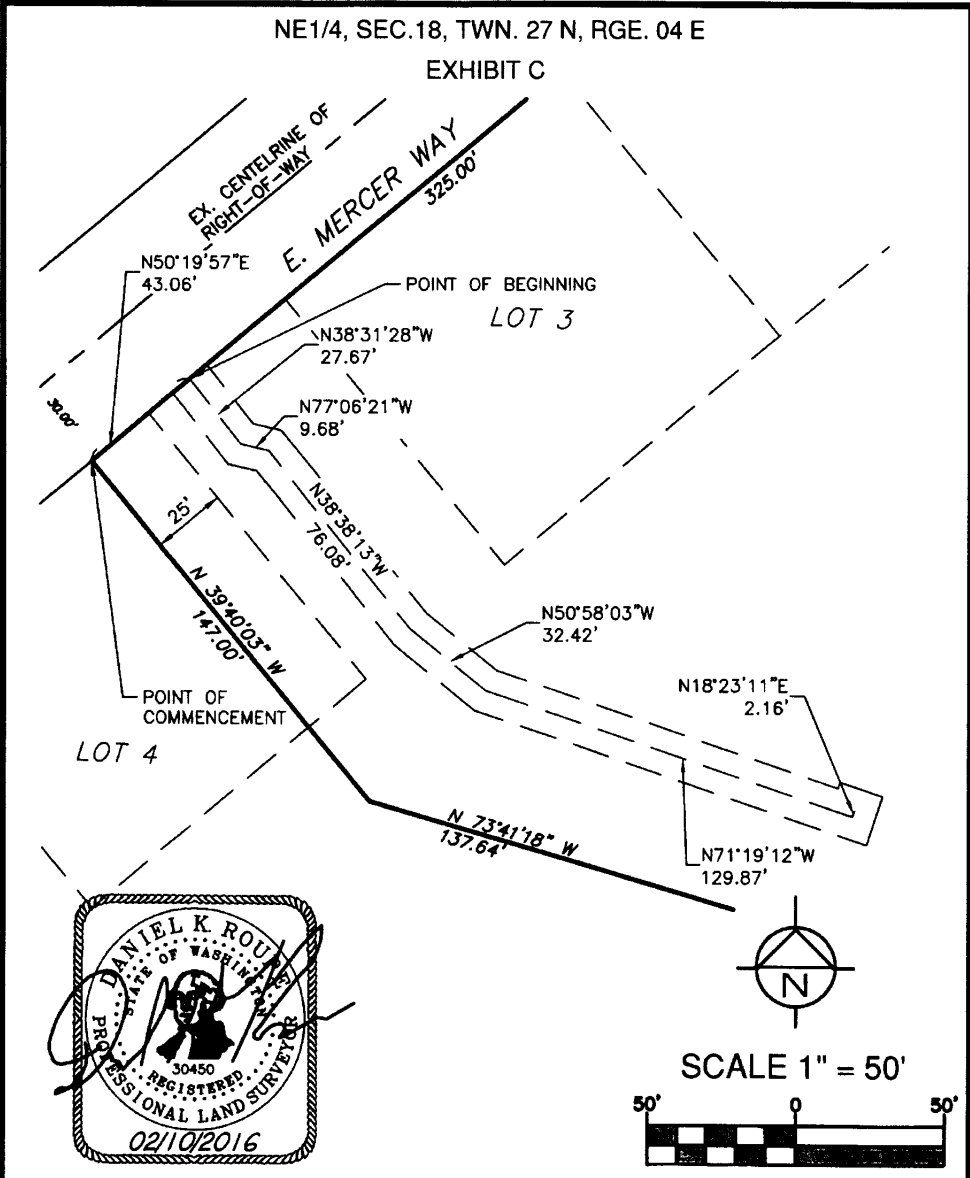
Permanent Easement for Public Water Main Legal Description

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EAST OF THE EAST MARGIN OF EAST MERCER WAY;

DESCRIBED AS FOLLOWS:

A STRIP OF LAND BEING 15.00 FEET WIDE, HAVING 7.50 FEET OF SUCH WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;
COMMENCING AT THE WESTERLY CORNER OF THE NORTHEASTERLY 25 FEET OF LOT 4, MERCERWOOD DIVISION NO. 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN COLUMN 56 OF PLATS, PAGE 97, IN KING COUNTY, WASHINGTON;
THENCE NORTH 50°19'57" EAST, ALONG THE SOUTHERLY MARGIN OF EAST MERCER WAY, A DISTANCE OF 43.06 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 38°31'28" EAST, A DISTANCE OF 27.67 FEET;
THENCE SOUTH 77°06'21" EAST, A DISTANCE OF 9.68 FEET;
THENCE SOUTH 38°38'13" EAST, A DISTANCE OF 76.08 FEET;
THENCE SOUTH 50°58'03" EAST, A DISTANCE OF 32.42 FEET;
THENCE SOUTH 71°19'12" EAST, A DISTANCE OF 129.87 FEET;
THENCE NORTH 18°23'11" EAST, A DISTANCE OF 2.16 FEET TO THE TERMINUS OF SAID CENTERLINE;

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SHEET	OF	MERCERWOOD SHORE CLUB WATER EASEMENT	 GROUP FOUR Inc. Land Surveying // Civil Engineering Land Use Planning // Project Management P.O. BOX 1059 / 1911 VERNON ROAD SUITE "A", LAKE STEVENS, WA 98258 (425)408-1102 * FAX(425)877-1341 * www.GRP4.com
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