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Record Date: 7/23/2018 10:48 AM

King County, WA EXCISE TAX NOT REQUIRED BY LISA HUYNH, DEPUTY

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 Deputy

PERMANENT EASEMENT FOR PUBLIC WATER MAIN

Grantor (s): Josef M. Sulc and Deborah J. Sulc, husband and wife

Grantee (s): CITY OF MERCER ISLAND

Property Legal Description: on Exhibit A LOTA SHOET PLAT MMBER 85-03-07

Easement Legal Description: on Exhibit B

Easement Exhibit: on Exhibit C

Assessor's Tax Parcel ID: 1924059338

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RECITALS

- A. Josef M. Sulc and Deborah J. Sulc ("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, at such times as deemed necessary by Grantee,

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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, restore the Easement and Grantor's Property to a condition reasonably 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. In the event that Grantee will perform work to the city water main system, which will limit vehicular access, Grantor and all neighboring residences whose access will be blocked shall be given three-days advance notice to make necessary arrangements for the duration of the work, except during emergency situations.
- 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.

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DATED THIS day of	June	_, 2018.
GRANTOR (Individual)	GRAN	TOR (Individual)
Josef M. Sulc	Debox	ah I)Sulc
STATE OF WASHINGTON)	
COUNTY OF KING) ss.	
instrument, and on oath swore that he free and voluntary act and deed for the standard official standa	described in and who e/she/they executed the he uses and purposes the seal this	June, 2018. June, 2018. Jewleron and for the State of Washington. es: OCt. 1, 2015.
me known to be the individual(s)	described in and who e/she/they executed the	executed the within and foregoing foregoing instrument as his/her/their
GIVEN my hand and official with the NDERSON EXPIRES NOTARY PUBLIC OCT.	Notary Name: Day NOTARY PUBLIC ir	and for the State of Washington.
TE OF WAR	-3-	PARCEL: 1924059338

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

LOT A, OF SHORT PLAT NUMBER 85-03-07, ACCORDING TO THE SHORT PLAT RECORDED UNDER KING COUNTY RECORDING NUMBER 8505309002.

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EXHIBIT B

EASEMENT LEGAL DESCRIPTION

A 10 FOOT WATERLINE EASEMENT, DESCRIBED AS FOLLOWS:

TOGETHER WITH THAT PORTION OF LOT A OF MERCER ISLAND SHORT PLAT NO. MI-85-03-07, RECORDED UNDER RECORDING NO. 8505309002, RECORDS OF KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT A; THENCE NORTH 88°33'02" WEST 63.2 FEET \pm TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°33'02" WEST, ALONG SAID NORTH LINE, 16.6 \pm FEET; THENCE SOUTH 27°48'57" EAST 8.1 \pm FEET; THENCE NORTH 62°11'03" EAST 14.4 \pm FEET TO THE TRUE POINT OF BEGINNING.



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EXHIBIT C PUBLIC WATER MAIN

