

**Return Address:**

Foster Pepper PLLC  
1111 Third Avenue, Suite 3000  
Seattle, WA 98101  
Attention: Kate Mathews



20180719000653

EASEMENT Rec: \$110.00  
7/19/2018 2:15 PM  
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

- 1. Water Utility Easement 2. \_\_\_\_\_
- 3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page 4 of document

**Grantor(s)** (Last name, first name, initials)

- 1. Chamberlain, Gene
- 2. Falkner, Sharon

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)

- 1. Lallu Mercer Island LLC
- 2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Grantors Property: PTN GOV LOTS 2&3, SEC 19, TWP 24N, RGE 5 E, W.M., CITY OF MERCER ISLAND, WASHINGTON. GRANTEE'S PROPERTY: POR GLS 2 & 3 LY ELY OF E MERCER WAY &

BET LNS RESPECT 2575 & 2700 FT N OF S LN OF SEC LESS POR WLY OF LN RNG S 12-42-49 E FR PT ON N LN THOF 403.13 FT E OF C/L OF E MECER WAY LESS N 25 FT TGV 2ND CL SH LDS ADJ

Additional legal is on page Exs. A-C of document.

**Assessor's Property Tax Parcel/Account Number assigned**

Assessor Tax # not yet

Grantors Property Tax Parcel ID: 192405-9108; Grantees Property Tax Parcel ID: 192405-9284

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

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

Recording Requested by and  
After Recording Return to:

Foster Pepper PLLC  
1111 Third Avenue, Suite 3000  
Seattle, Washington  
Attn: Kate Mathews

**WATER UTILITY EASEMENT**

Grantor:	GENE CHAMBERLAIN AND SHARON FALKNER
Grantee:	LALILU MERCER ISLAND LLC, a Washington limited liability company
Abbreviated Legal Description of Grantor's Property:	PTN GOV LOTS 2&3, SEC 19, TWP 24N, RGE 5 E, W.M., CITY OF MERCER ISLAND, WASHINGTON Complete legal description on <u>Exhibit A</u> .
Grantor's Property Tax Parcel ID #:	192405-9108
Abbreviated Legal Description of Grantee's Property:	POR GLS 2 & 3 LY ELY OF E MERCER WAY & BET LNS RESPECT 2575 & 2700 FT N OF S LN OF SEC LESS POR WLY OF LN RNG S 12-42-49 E FR PT ON N LN THOF 403.13 FT E OF C/L OF E MERCER WAY LESS N 25 FT TGW 2ND CL SH LDS ADJ Complete legal description on <u>Exhibit B</u> .
Grantee's Property Tax Parcel ID #:	192405-9284
Reference No.:	N/A

## WATER UTILITY EASEMENT

This Water Utility Easement (this "Agreement") is granted by Gene Chamberlain and Sharon Falkner (collectively, "Grantor"), for the benefit of Lalilu Mercer Island LLC, a Washington limited liability company ("Grantee").

### RECITALS

A. Grantor is the owner of real property located in Mercer Island, King County, Washington, legally described on Exhibit A attached hereto ("Grantor Property").

B. Grantee is the owner of real property located in Mercer Island, King County, Washington, legally described on Exhibit B attached hereto ("Grantee Property").

C. Grantor desires to grant an easement in favor of Grantee on, under, across, within and through a portion of Grantor's Property (the "Easement Area") for installing and maintaining an underground water supply line. The Easement Area is legally described on Exhibit C and is illustrated on Exhibit D.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Grantor agrees as follows:

1. Recitals. The foregoing recitals are incorporated by reference.
2. Grant of Water Utility Easement. Subject to the terms and conditions set forth in this Agreement, Grantor grants to Grantee a perpetual, non-exclusive easement on, under, across, within and through the Easement Area to build and maintain an underground water supply line (the "Easement"), including all necessary water meters or other appurtenances related to the water supply line. This Easement includes Grantee's right to construct, reconstruct, inspect, alter, improve, replace, repair, remove or relocate the water line in the Easement Area, along with all rights and privileges necessary or convenient for the full enjoyment or use of the Easement Area. This Easement also includes Grantee's right to cut and keep clear all trees, undergrowth and other obstructions within the Easement Area that may interfere with the installation, operation and maintenance of the water line and its appurtenances. The water line shall be buried, but its appurtenances, including a water meter and markers to show its location, may be located above ground.
3. Term of Easement. The Easement and the obligations set forth in this Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including without limitation, subsequent owners of Grantor's Property and Grantee's Property and all persons or entities claiming an interest in Grantor's Property or Grantee's Property.
4. Dimensions of Easement. The width of the Easement shall be ten (10) feet.
5. Cooperation. Grantor shall at all times cooperate with Grantee and comply with all of Grantee's reasonable requests consistent with the purpose and intent of this Easement. Grantor further agrees to cooperate with the installation, design, and site review for the proposed water line and allow

Grantee and Grantee's successors, assigns, agents, contractors and employees to enter on the Easement Area for the purposes of initial design, site review and marking the route with line stakes or string line. Notwithstanding the foregoing, Grantor is not obligated by this Section 5 to make any payments to Grantee or any other person, or to do any act that would cause Grantor to incur any costs.

6. Use of Easement Area. Grantor shall not allow any structure to be built on or encroach on the Easement Area. For purposes of this Agreement, curbs, gutters, sidewalks, parking lots, paving and landscaping are not "structures" and, accordingly, may be installed by Grantor in the Easement Area. Grantor shall provide Grantee with reasonable access to the Easement Area and sufficient access to adjacent portions of Grantor's Property sufficient to install and maintain the water line. Grantor may use the Easement Area for any purpose not inconsistent with Grantee's use of the Easement Area. Grantor reserves the right to use and enjoy the Easement Area insofar as Grantor's exercise of this right does not create a hazard or endanger or interfere with the construction, operation, repair or maintenance of the water line and its appurtenances. Grantee shall have full and free access to the Easement Area for construction, reconstruction, inspection, alteration, improvement, replacement, removal, relocation, repair, or maintenance of the water line and other appurtenances; *provided*, Grantee's exercise of its access rights to the Easement Area shall not unreasonably interfere with the use by Grantor or Grantor's tenants, contractors, subcontractors, agents, or invitees of the Grantor Property. Grantee shall also have the right to cut and keep clear all trees, undergrowth and other obstructions within the Easement Area that may interfere with the installation, operation and maintenance of the water line and its appurtenances.

7. Maintenance of Easement. Grantee shall be responsible for repair of the water line, appurtenances, and other related facilities in the Easement Area. Grantee shall also be responsible for restoration of all landscaping, surface paving or other improvements on Grantor's Property that are damaged or destroyed by Grantee or Grantee's agents while on Grantor's Property for any purposes related to the Easement. Grantee shall maintain the Easement Area in accordance with all governmental requirements.

8. Damages. Grantee shall be responsible for all damages suffered by Grantor arising from Grantee's exercise of its rights hereunder, and shall defend, indemnify and hold harmless Grantor and its officers, employees, partners, contractors, subcontractors, agents, successors and assigns from and against all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees and costs of suit) of any nature whatsoever arising out of or resulting from Grantee's exercise of the Easement, use of the Easement Area, or use of or entry onto the Grantor Property pursuant to the terms of this Agreement.

9. Severability. All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.

10. Headings. The headings used herein are for convenience only and are not to be used in interpreting this Agreement.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

12. Exhibits. The Exhibits attached to this Agreement are incorporated herein.

IN WITNESS WHEREOF, the Grantor has executed this document this 20 day of June, 2018.

Grantor:

Gene Chamberlain  
Gene Chamberlain

Sharon K. Falkner  
Sharon Falkner

Grantee:

Lalilu Mercer Island LLC, a Washington limited liability company

Udloc NGUYEN  
Name: Udloc NGUYEN  
Its: Governing Person

Exhibits

- Exhibit A – Legal Description of Grantor Property
- Exhibit B – Legal Description of Grantee Property
- Exhibit C – Legal Description of Easement Area
- Exhibit D – Drawing of Easement Area

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Gene Chamberlain is the person who appeared before me, and said person on oath stated that he executed the foregoing instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 20<sup>th</sup> day of June, 2018.

Diana Chamberlain

(Signature of Notary)

Diana F. Chamberlain

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,

residing at Mercer Island, WA

My appointment expires 11/07/2018



STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Sharon Falkner is the person who appeared before me, and said person on oath stated that she executed the foregoing instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 20<sup>th</sup> day of June, 2018.

Diana Chamberlain

(Signature of Notary)

Diana F. Chamberlain

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,

residing at Mercer Island, WA

My appointment expires 11/07/2018



Montana  
STATE OF WASHINGTON  
Missoula  
COUNTY OF KING

ss.

I certify that I know or have satisfactory evidence that Udloc N. Nguyen is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Member of Lalilu Mercer Island LLC, a Washington limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 13th day of July, 2018.

Lois J. Jensen

(Signature of Notary)

Lois J. Jensen

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Montana ~~Washington~~,

residing at Missoula

My appointment expires 11/05/2020

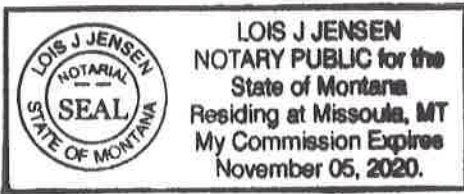


EXHIBIT A  
TO WATER UTILITY EASEMENT

Legal Description of the Grantor Property

THAT PORTION OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER-LINE OF EAST MERCER WAY WITH A LINE PARALLEL WITH AND 2490 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID SECTION 19;

THENCE SOUTH 88°33'02" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, FOR A DISTANCE OF 186.00 FEET;

THENCE NORTH 1°26'58" EAST (AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION) FOR A DISTANCE OF 85.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL TO AND 2575 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID SECTION 19, SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°33'02" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, FOR A DISTANCE OF 120.00 FEET;

THENCE SOUTH 1°26'58" WEST (AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION) FOR A DISTANCE OF 85.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL TO AND 2490.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 19;

THENCE SOUTH 88°33'02" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, FOR A DISTANCE OF 120.00 FEET;

THENCE NORTH 26°29'46" EAST FOR A DISTANCE OF 54.60 FEET;

THENCE NORTH 5°54'24" WEST FOR A DISTANCE OF 35.83;

THENCE NORTH 88°33'02" WEST FOR A DISTANCE OF 15.16 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL AS DEEDED UNDER AUDITORS FILE NUMBER 6520123, RECORDS OF KING COUNTY WASHINGTON;

THENCE NORTH 12°42'49" WEST ALONG THE WESTERLY LINE OF SAID LINE FOR A DISTANCE OF 30.94 FEET MORE OR LESS TO AN INTERSECTION WITH A LINE THAT IS PARALLEL TO AND 2605 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID SECTION 19;

THENCE NORTH 88°33'02" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, FOR A DISTANCE OF 235.80 FEET, MORE OR LESS, TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 1°26'58" WEST;

THENCE SOUTH 1°26'58" WEST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;

BEING A PORTION OF MERCER ISLAND BOUNDARY LINE REVIEW 84-04-14, AS RECORDED UNDER RECORDING NUMBER 8412209003;

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



EXHIBIT B  
TO WATER UTILITY EASEMENT

Legal Description of the Grantee 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 C  
TO WATER UTILITY EASEMENT

Legal Description of the Easement Area

A 10 FOOT WIDE WATERLINE EASEMENT, SAID EASEMENT LYING 5 FEET ON THE EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

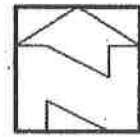
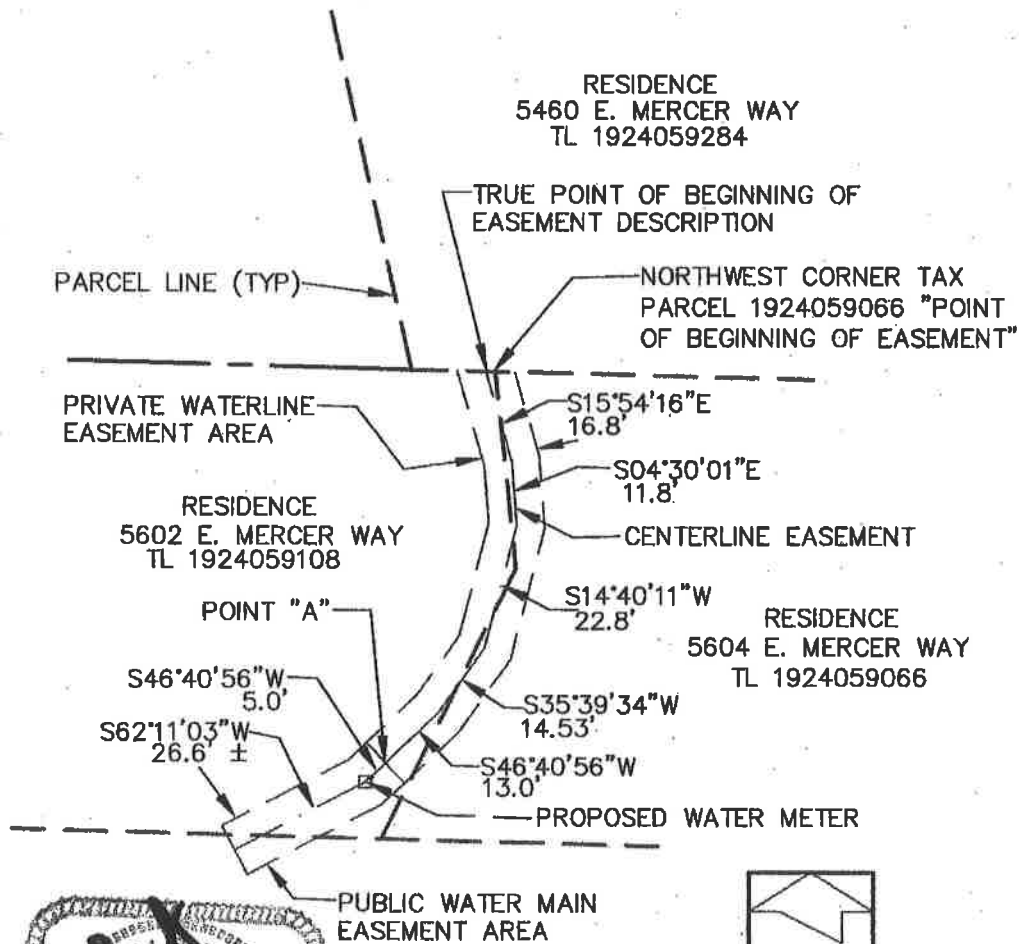
THAT PORTION OF TAX PARCEL 1924059066 IDENTIFIED AS THAT PORTION OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND DISTANT 2490 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, AND THE CENTERLINE OF EAST MERCER WAY; THENCE SOUTH 88° 33'02" EAST PARALLEL TO SAID SOUTH LINE 426 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 26° 29'46" EAST 54.60 FEET; THENCE NORTH 05° 54'24" WEST 27.77 FEET; THENCE SOUTH 88° 33'02" EAST 157.83 FEET; THENCE SOUTH 01° 26'58" WEST 17.00 FEET; THENCE SOUTH 88° 33'02" EAST 30.00 FEET, MORE OR LESS, TO THE SHORELINE OF LAKE WASHINGTON; THENCE SOUTHERLY ALONG SAID SHORELINE TO A POINT WHICH BEARS SOUTH 88° 33'02" EAST FROM THE TRUE POINT OF BEGINNING, THEN NORTH 88° 33' 02" WEST 212.72 FEET TO THE TRUE POINT OF BEGINNING; TOGETHER WITH 2<sup>ND</sup> CLASS SHORELANDS ADJOINING; AND TAX PARCEL 10924059108 IDENTIFIED AS THAT PORTION OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER-LINE OF EAST MERCER WAY WITH A LINE PARALLEL WITH AND 2490 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID SECTION 19; THENCE SOUTH 88°33'02" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, FOR A DISTANCE OF 186.00 FEET; THENCE NORTH 1°26'58" EAST (AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION) FOR A DISTANCE OF 85.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL TO AND 2575 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID SECTION 19, SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°33'02" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, FOR A DISTANCE OF 120.00 FEET; THENCE SOUTH 1°26'58" WEST (AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION) FOR A DISTANCE OF 85.00 FEET TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL TO AND 2490.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 19; THENCE SOUTH 88°33'02" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, FOR A DISTANCE OF 120.00 FEET; THENCE NORTH 26°29'46" EAST FOR A DISTANCE OF 54.60 FEET; THENCE NORTH 5°54'24" WEST FOR A DISTANCE OF 35.83; THENCE NORTH 88°33'02" WEST FOR A DISTANCE OF 15.16 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL AS DEEDED UNDER AUDITORS FILE NUMBER 6520123, RECORDS OF KING COUNTY WASHINGTON; THENCE NORTH 12°42'49" WEST ALONG THE WESTERLY LINE OF SAID LINE FOR A DISTANCE OF 30.94 FEET MORE OR LESS TO AN INTERSECTION WITH A LINE THAT IS PARALLEL TO AND 2605 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID SECTION 19; THENCE NORTH 88°33'02" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, FOR A DISTANCE OF 235.80 FEET, MORE OR LESS, TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS SOUTH 1°26'58" WEST; THENCE SOUTH 1°26'58" WEST A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING; BEING A PORTION OF MERCER ISLAND

BOUNDARY LINE REVIEW 84-04-14, AS RECORDED UNDER RECORDING NUMBER 8412209003;

BEGINNING AT THE NORTHWEST CORNER OF SAID TAX PARCEL 1924059066, BEING A COMMON CORNER WITH TAX PARCEL 1924059108;  
THENCE NORTH 88°33'02" WEST, ALONG THE NORTH LINE OF TAX PARCEL 1924059108, 1.7 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE;  
THENCE SOUTH 15°54'16" EAST 16.8 FEET;  
THENCE SOUTH 04°30'01" EAST 11.8 FEET;  
THENCE SOUTH 14°40'11" WEST 22.8 FEET;  
THENCE SOUTH 35°39'34" WEST 14.5 FEET;  
THENCE SOUTH 46°40'56" WEST 13.0 FEET TO A POINT DESIGNATED AS POINT A, BEING NORTH 46°40'56" EAST 5.0 FEET OF A PROPOSED WATER METER AND THE TERMINUS OF SAID CENTERLINE.

EXHIBIT D  
TO WATER UTILITY EASEMENT

Drawing of the Easement Area



NOT TO SCALE



**SCHROETER LAND SURVEYING**

PROFESSIONAL LAND SURVEYORS  
P.O. Box 813, Seahurst, Washington 98062  
(206) 242-6621

SCHROETERSURVEY@COMCAST.NET

PROJECT NO. 17003

DATE: 2/21/18