



## EASEMENT FOR WATER DRAINAGE SYSTEM AND APPURTENANCES

THIS EASEMENT is made on the 2nd day of April, 2021 ("Effective Date") by Shelly Johnson & Jaymee Johnson, a homeowner and citizen of Mercer Island, Washington ("Grantor").

1. Grant and Location of Easement. Grantor hereby grants and conveys to Amir and Sarah Bastawrous at 4909 E. Mercer Way, Mercer Island (Parcel number: 2162000230) homeowners and citizens of Mercer Island, Washington ("Grantee"), its successors and assigns, a non-exclusive utility easement ("Easement") with immediate right of entry and continued under, and across the real property (Parcel number: 2162000240) legally described on Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein.
2. Purpose of Easement. The purpose of this Easement is to ensure proper water drainage of the proposed retaining wall footing drain lines and associated cleanouts, by connection to City of Mercer Island existing storm sewer catch basin on East Mercer Way.
3. Maintenance of Easement. Grantee shall maintain and repair the utility pipes, storm drain line and cleanouts, water mains, and its appurtenant structures so as not to damage the property burdened by this Easement, or any other property.
4. Interference. Grantor may use the surface above the Easement, PROVIDED that its use does not interfere with or cause damage to the utility pipes, catch basins, water mains, and appurtenant structures, PROVIDED FURTHER that prior to construction any building or planting any trees within, the Easement Grantor shall obtain the written consent of Grantee, which consent shall not be unreasonably withheld. Grantor may construct a fence or other obstruction on Grantor's property, PROVIDED however that Grantor does not prohibit or impede Grantee's access to the Easement. Grantor may grant other non-exclusive easement rights in and to the Easement; PROVIDED, however that no other utility pipe, basin, line, or structures shall be located closer than five (5) feet parallel to the Grantee's utility pipe, water main, and/or appurtenances; and, PROVIDED FURTHER, that prior to installation of any utility pipe, line, drains, or structure that crosses the Easement, Grantor shall obtain the written consent of the Grantee, which consent shall not be unreasonably withheld. If, in exercising any right to use the surface above the Easement or grant other easement, the Easement is disturbed, Grantor shall return the Easement to its condition prior to its disruption, at Grantor's sole cost and expense.
5. Title. The Grantor warrants that the Grantor has good title to the above property.
6. Successor and Assigns. This agreement shall run with the property and be binding on the parties, their successors, and assigns.