

Record Date:8/24/2022 1:46 PM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY HOLLY FERGUSON, DEPUTY

After recording return to:

Kam Derakshani
8151 SE 48th Street
Mercer Island, WA 98040

DOCUMENT TITLE:	Easement-Revised
REFERENCE NUMBER(S):	20220610000681
GRANTOR(S):	RKK Construction, Inc.
GRANTEE(S):	Derakshani, Kam; Derakshani, Parisa
LEGAL DESCRIPTION:	Ptn. of Lot B, City of Mercer Island Short Plat No. MI 77-1003, AFN 7702170581, See Exhibit A
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NO.	257490-0075

EASEMENT - REVISED

The undersigned owner of the burdened property described herein ("Grantor") grants and conveys to the owners of the benefited property described herein ("Grantees") an Easement in the location described in Exhibit A and depicted in Exhibit B to utilize a portion of the burdened property for placement of improvements for a storm water utility across the burdened property. This Easement runs with the land, and binds the heirs, successors and assigns of the parties. The Easement shall be effective upon recordation. This Easement replaces the Easement recorded at King County Recording Number 20220610000681.

1. Properties Benefited and Burdened by Easement. The property that is benefited by the Easement, owned by Grantees, is located at 8151 SE 48th Street, Mercer Island, Washington, 98040, and legally described in Exhibit C. The property burdened by the Easement, owned by the Grantor, is undeveloped property with no street address, in Mercer Island, Washington, legally described in Exhibit D. Each person that obtains an ownership or lienholder interest in the benefited or burdened property shall be bound by this Easement.

2. Use of the Easement. It is agreed that each Grantee and future owner of an interest in the benefited property is entitled to use the Easement for construction, maintenance, repair and replacement of a storm water line and any other improvements needed to utilize the storm line, including but not limited to vaults, grates and manholes required by law. The Grantees and future owners of the benefited property covenant to construct, maintain, repair and replace the storm water line and its related improvements located in the Easement, and pay

all costs of construction, maintenance, repair and replacement of all improvements placed in the Easement by Grantees.

4. Indemnity. The Grantees agree to indemnify, defend and hold harmless the Grantor from all claims and damages related to the construction, maintenance, repair replacement and use of all improvements placed in the Easement. All work in the Easement shall be performed by licensed contractors, after issuance of any permits required by applicable law.

5. Attorney's Fees, Litigation Expenses and Costs. If legal action (in state, bankruptcy or federal court) is commenced to interpret this Easement, or to enforce any rights of the parties under this Easement, the prevailing party in such action shall be entitled to an award of attorney's fees, litigation expenses and costs incurred in the action and in the course of collection.

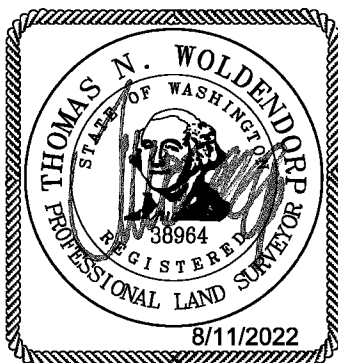
6. Relocation of Easement. The Grantor may elect to relocate the Easement on the Grantor's property, to the extent such relocation can be made consistent with applicable law, at the sole cost of the Grantor. The relocation of the Easement shall not restrict or hinder in any manner use of the Easement by Grantees, except for temporary interruption during any construction process if needed to complete the relocation. If such interruption is required, the Grantor shall take such steps needed to make the period of interrupted use the minimum needed to complete the relocation work. The Grantor's relocation of the Easement shall not be performed in a manner which results in an increase in the cost of operation or maintenance of the storm water utility by the Grantees. In the event that Grantor elects to relocate the Easement, an amendment to the legal description of the Easement shall be recorded by the Grantor. The Grantees may review such amendment before recording, but shall not unreasonably withhold consent to the amendment.

Signatures are on pages which follow

EXHIBIT A
LEGAL DESCRIPTION

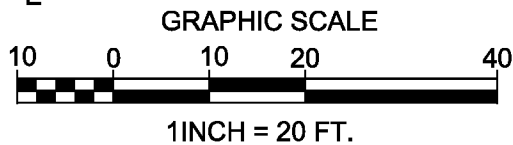
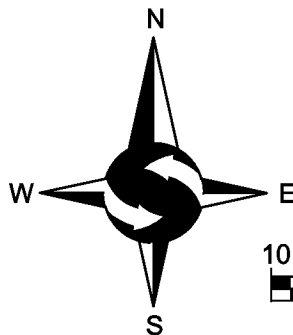
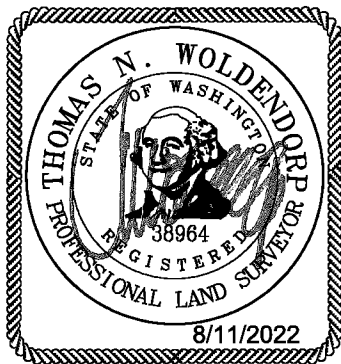
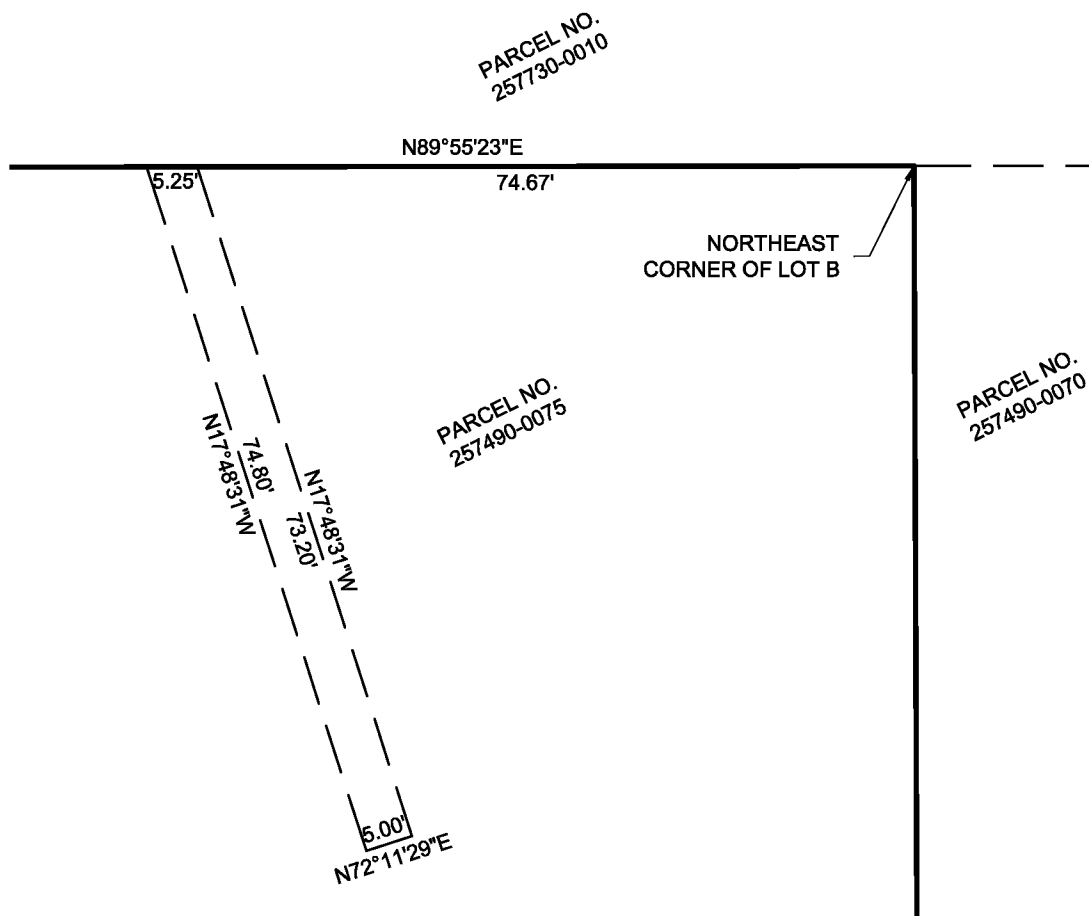
THAT PORTION OF LOT B, CITY OF MERCER ISLAND SHORT PLAT NUMBER MI 77-1003, RECORDED UNDER RECORDING NUMBER 7702170581, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT B; THENCE, ALONG THE NORTH BOUNDARY OF SAID LOT B, S89°55'23"W 74.67 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID NORTH BOUNDARY, S89°55'23"W 5.25 FEET; THENCE S17°48'31"E 74.80 FEET; THENCE N72°11'29"E 5.00 FEET; THENCE N17°48'31"W 73.20 FEET, TO THE POINT OF BEGINNING.

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



SITE PROJECT # 20-346
PAGE ___ OF ___

EXHIBIT B EASEMENT MAP



SITE PROJECT # 20-346
PAGE ___ OF ___

EXHIBIT C

BENEFITED PROPERTY (8151 SE 48th Street)
TPN: 257730-0010

That portion of Government Lot 7, Section 24, Township 24 North, Range 4 East, W.M., in King County, Washington described as follows:

Beginning at the Northeast corner of Government Lot 7 in said Section 24;

Thence South 0°00'35" West along the East line thereof, 96 feet;

Thence 89°33'45" West parallel with the North line of said Section, 208 feet to the true point of beginning;

Thence continuing North 89°33'45" West 130 feet;

Thence South 0°00'35" West 4 feet;

Thence North 89°33'45" West 20 feet;

Thence South 0°00'35" West 110.05 feet to a point bearing North 89°51'58" West from a point on the East line of said Section 208.4 feet South of the Northeast corner thereof;

Thence South 89°51'08" East to a point bearing South 0°00'35" West from the true point of beginning;

Thence North 0°00'35" East 113.30 feet, more or less, to the true point of beginning;

TOGETHER WITH an easement for road purposes over the West 40 feet of the East 378 feet of the North 100 feet of said Section 24.

EXHIBIT D

BURDENED PROPERTY
TPN: 257490-0075

Parcel B of Yates' Short Plat No. MI-77-1003 recorded February 17, 1977 under Auditor's file number 7702170581, being a portion of the following described property:

Lots 14 through 25, inclusive, Flood's Dearborn Addition, according to the plat recorded in Volume 33 of Plats, page 40, in King County, Washington.