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**RETURN TO:
Mike DeLeo
Peterson Russell Kelly PLLC
10900 N.E. Fourth Street, Suite 1850
Bellevue, WA 98004**

WATER MAIN EASEMENT AGREEMENT

Grantors: 1. Buping Wang
2. Wanqiu Yang

Grantees: 1. Tyler G. Simpson
2. Andrea D. Simpson

Legal Description:

Grantor: Portion of the NE Quarter/ Section 30/ Township 24 North /Range 5 East,
W.M./ in King County, Washington.

Grantee: Portion of Government Lot 1/ Section 30/ Township 24 North / Range 5 E,
W.M./ in King County, Washington

Complete legal descriptions on Page 7 (Exhibit A) and Page 8 (Exhibit B)

Assessor's Tax Parcel Numbers:

Grantor: 302405-9004

Grantee: 302405-9118

WATER MAIN EASEMENT AGREEMENT

This Water Main Easement Agreement (“Agreement”) is executed this 8 day of December, 2022, by and between Buping Wang and Wanqiu Yang, husband and wife, (“Grantor”) and Tyler G. Simpson and Andrea D. Simpson, husband and wife (“Grantee”).

RECITALS

WHEREAS, Grantee is the owner of certain real property legally described in Exhibit “A” and incorporated herein by this reference (the “Grantee Property”);

WHEREAS, Grantor is the owner of certain real property legally described in Exhibit “B” and incorporated herein by this reference (the “Grantor Property”); and

WHEREAS, Grantee has requested Grantor to grant a non-exclusive water main easement for the benefit of the Grantee as further set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Easement. A non-exclusive easement is hereby granted to the Grantee Property, including any lots created by or through the Grantee Property, and their respective successors and assigns, over, under and upon the Grantor Property in the area legally described in Exhibit “C” and depicted in Exhibit “D” attached hereto and incorporated herein by this reference, in which to install, lay, construct, renew, operate and maintain the water meter, including any drain lines, facilities and other equipment (“Equipment”) for the purpose of serving the Grantee Property together with the right to enter upon Grantor Property at all times for the purposes herein stated (the “Easement”).

2. Maintenance of Easement. The owners of the Grantee Property and their respective successors and assigns, shall, at their sole cost, maintain and repair the equipment serving the Grantee Property that are located within the Easement (“Maintenance”). For purposes of this Agreement, Maintenance shall be defined as keeping the Equipment within the Easement in reasonably good condition and in compliance with all government requirements. Notwithstanding anything to the contrary herein, in the event of damage to the Equipment or the Easement due to the negligence or willful misconduct of the Grantor or any party claiming by or through the Grantor, the Grantor shall be responsible for the costs of any damage to the Easement or the Equipment.

3. Touch, Concern and Length. The Easement shall be perpetual, appurtenant, shall touch and concern the real property described herein, and shall run with the land.

4. General Provisions.

a. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the owners of the Lots and their successors, heirs, assigns, and personal representatives and all persons claiming by, through or under the parties hereto.

b. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in the state and federal courts of King County, Washington.

c. Attorneys' Fees. In the event that any suit or other proceeding is instituted by either party to this Agreement arising out of or pertaining to this Agreement or the relationship of the parties, including but not limited to filing suit or requesting an arbitration, mediation, or other alternative dispute resolution process (collectively, "Proceedings"), and appeals and collateral actions relative to such a suit or Proceeding, the substantially prevailing party as determined by the court or in the Proceeding shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to such suit or Proceeding from the substantially non-prevailing party, in addition to such other relief as may be awarded.

d. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to this matter. It may not be modified except in a writing signed by the party against whom enforcement of the modification is sought.

e. Waiver. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.

f. Severability. If for any reason any portion of this Agreement shall be held to be invalid or unenforceable, the holding of invalidity or unenforceability of that portion shall not affect any other portion of this Agreement and the remaining portions of this Agreement shall remain in full force and effect.

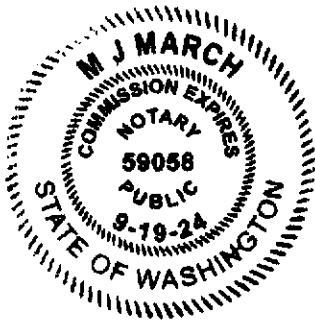
g. Merger. Despite the fact that the Declarant currently owns both Lots, the doctrine of merger shall not apply to this Covenant and the creation of the view protections described herein and this Covenant will be referenced in the conveying documents when Declarant conveys the Lots.

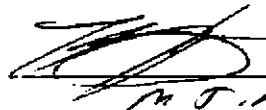
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Tyler G. Simpson and Andrea D. Simpson, to me known to be the individuals who appeared before me, and said persons acknowledged the said instrument to be their free and voluntary act for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the same instrument.

GIVEN under my hand and official seal this 8th day of December, 2022.





M J March
[Print notary's name]
Notary Public in and for the State of Washington
residing at Issaquah
My commission expires: 9-19-24

EXHIBIT A
Grantee Property Legal Descriptions

The following described real property, situate in the County of King, State of Washington:

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF THOSE PORTIONS OF GOVERNMENT LOT 1 AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY WASHINGTON, LYING BETWEEN THE NORTH 498.00 FEET THEREOF AND THE SOUTH 471.00 FEET THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER OF SAID SECTION 30;

THENCE SOUTH 1°25'38" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 498.00 FEET;
THENCE SOUTH 88°32'59" EAST, PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, 1,646.58 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 01°25'38" WEST 89.64 FEET TO THE NORTH LINE OF GREGORY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 72 OF PLATS, PAGE 69, IN KING COUNTY, WASHINGTON;
THENCE NORTH 88°35'33" WEST ALONG SAID NORTH LINE 171.49 FEET;
THENCE NORTH 38°38'53" WEST 117.36 FEET TO THE SOUTH LINE OF SAID NORTH 498.00 FEET;
THENCE SOUTH 88°35'15" EAST 251.89 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF THAT PORTION OF PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND OF GOVERNMENT LOT 1 OF SAID SECTION 30, LYING BETWEEN THE NORTH 498.00 FEET THEREOF, AND THE SOUTH 471.00 FEET THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 30;
THENCE SOUTH 01°25'38" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, 498.00 FEET;
THENCE SOUTH 88°32'59" EAST, PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, 1,133.27 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 88°32'59" EAST 274.49 FEET;
THENCE SOUTH 38°38'53" EAST 104.58 FEET TO THE SOUTH LINE OF THE NORTH 578.00 FEET OF SAID GOVERNMENT LOT 1;
THENCE SOUTH 27°49'11" WEST 10.91 FEET;
THENCE NORTH 38°38'53" WEST 104.52 FEET;
THENCE NORTH 88°35'33" WEST 260.25 FEET, MORE OF LESS, TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 41°49'00" WEST;
THENCE NORTH 41°49'00" WEST 13.76 FEET, MORE LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE ABOVE DESCRIBED MAIN TRACT.

EXHIBIT B
Grantor Property Legal Descriptions

The following described real property, situate in the County of King, State of Washington:

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF THAT PORTION OF GOVERNMENT LOT 1 OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, AND ADJOINING SHORE LANDS LYING BETWEEN THE NORTH 498 FEET THEREOF AND THE SOUTH 471 FEET THEREOF LYING EASTERLY OF A LINE WHICH IS 1,646.58 FEET EAST OF AND PARALLEL TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 30;

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

A STRIP OF LAND ENCOMPASSING THE EXISTING BLACKTOP ACCESS ROAD, THE APPROXIMATE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 30;
THENCE SOUTH 1°25'38" WEST ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 498.00 FEET;
THENCE SOUTH 88°32'59" EAST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION 1,147 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 48°49' WEST 70 FEET;
THENCE NORTH 52°13' WEST 18.6 FEET;
THENCE NORTH 42°36' WEST 23.6 FEET;
THENCE NORTH 30°19' WEST 24.7 FEET;
THENCE NORTH 13°37' WEST 26.9 FEET;
THENCE NORTH 34°05' WEST 9 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTH 365 FEET OF SAID SECTION 30, SAID POINT BEING SOUTH 88°32'59" EAST 1,044 FEET FROM THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30;
THENCE NORTH 27°10' WEST 12.5 FEET;
THENCE NORTH 12°35' WEST 20.5 FEET, MORE OR LESS, TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF EAST MERCER BOULEVARD;

AND TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF GOVERNMENT LOT 1 OF SAID SECTION 30 AND ADJOINING SHORE LANDS IF ANY LYING BETWEEN THE NORTH 498 FEET THEREOF AND THE SOUTH 471 FEET THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 30;
THENCE SOUTH 88°32'59" EAST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION 1,133.27 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 88°32'59" EAST 304 FEET;
THENCE SOUTH 24°44'07" EAST 89.15 FEET TO THE SOUTH LINE OF THE NORTH 578 FEET OF SAID GOVERNMENT LOT 1;

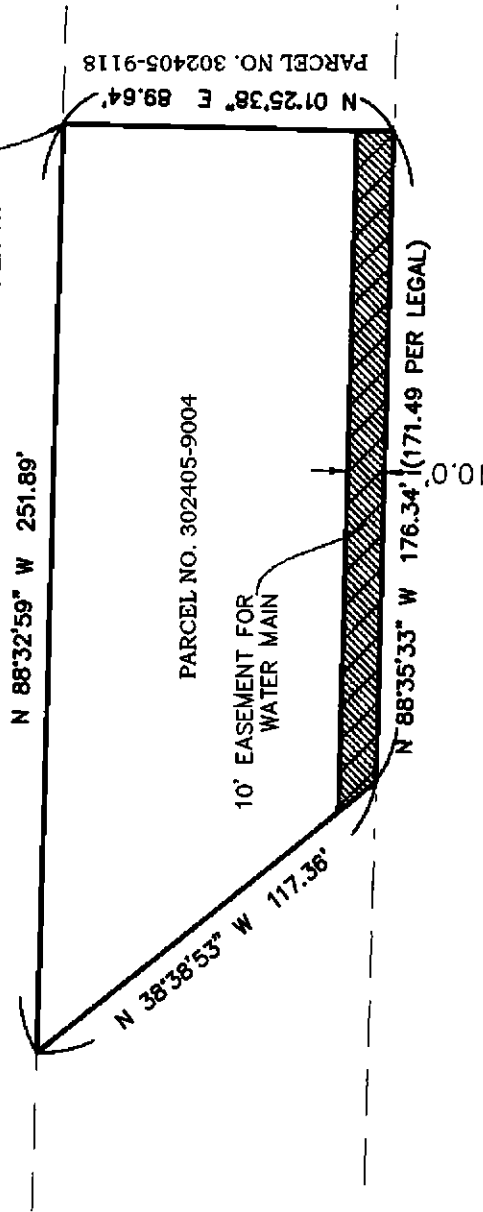
THENCE SOUTH 89°32'59" EAST 170 FEET TO THE WEST LINE OF THE PROPERTY HEREIN DESCRIBED;
THENCE SOUTH 1°25'38" WEST 9.64 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF;
THENCE NORTH 88°35'33" WEST ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID PROPERTY 176.34 FEET;
THENCE NORTH 24°44'07" WEST 89.12 FEET;
THENCE NORTH 88°35'33" WEST 288.25 FEET, MORE OR LESS, TO A POINT FROM THE TRUE POINT OF BEGINNING BEARS NORTH 41°49' WEST;
THENCE NORTH 41°49' WEST 19.75 FEET EAST, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"

REFERENCES:

R1. RECORD OF SURVEY, VOL. 385, PG. 199,
RECORDS OF KING COUNTY, WASHINGTON.

1646.58 FEET DISTANT
FROM THE WEST LINE OF
THE NORTHEAST
QUARTER OF SECTION
30, TOWNSHIP 24 NORTH
RANGE 5 EAST PER
LEGAL DESCRIPTION AND
PER R1



N. T. S.

10' EASEMENT
FOR WATER
MAIN

6454 & 6450 EAST MERCER WAY
MERCER ISLAND, WA 98040
PARCEL NO. 302405-9004 & 302405-9118

JOB NO. 180028
DATE: 12/02/22



TERRANE

10801 Main Street, Suite 102
Bellevue, WA 98004
p: 425-458-4488 | e: info@terrane.net

EXHIBIT C
LEGAL DESCRIPTION
(Easement)

Easement for water main over the southerly 10 feet of the following described property;

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF THOSE PORTIONS OF GOVERNMENT LOT 1 AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY WASHINGTON, LYING BETWEEN THE NORTH 498.00 FEET THEREOF AND THE SOUTH 471.00 FEET THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER OF SAID SECTION 30;

THENCE SOUTH 1°25'38" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 498.00 FEET;
THENCE SOUTH 88°32'59" EAST, PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER, 1,646.58 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 01°25'38" WEST 89.64 FEET TO THE NORTH LINE OF GREGORY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 72 OF PLATS, PAGE 69, IN KING COUNTY, WASHINGTON;
THENCE NORTH 88°35'33" WEST ALONG SAID NORTH LINE 171.49 FEET;
THENCE NORTH 38°38'53" WEST 117.36 FEET TO THE SOUTH LINE OF SAID NORTH 498.00 FEET;
THENCE SOUTH 88°35'15" EAST 251.89 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT D
(Easement Depiction)

[See Attached]

Easement for water main over the southerly 10 feet of the following described property;

That portion of the north half of the north half of those portions of government lot 1 and the northwest quarter of the northeast quarter of section 30, township 24 north, range 5 east, W.M., in King County Washington, lying between the north 498.00 feet thereof and the south 471.00 feet thereof described as follows:

Beginning at the north quarter of said section 30;

Thence south 1°25'38" west along the west line of the northeast quarter of said section 30, a distance of 498.00 feet;

Thence south 88°32'59" east, parallel to the north line of said northeast quarter, 1,646.58 feet to the true point of beginning;

Thence south 01°25'38" west 89.64 feet to the north line of Gregory Addition, according to the plat thereof recorded in volume 72 of plats, page 69, in King County, Washington;

Thence north 88°35'33" west along said north line 171.49 feet;

Thence north 38°38'53" west 117.36 feet to the south line of said north 498.00 feet;

Thence south 88°35'15" east 251.89 feet to the true point of beginning.