

**AFTER RECORDING MAIL TO:**

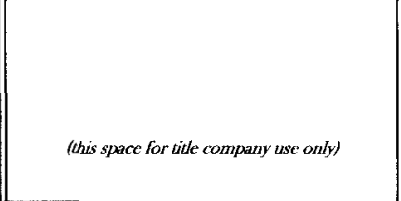
Christopher T. Benis  
HARRISON, BENIS & SPENCE, LLP  
2101 Fourth Avenue, #1900  
Seattle, WA 98121-2315



**Easement for Utilities**

*First American Title Insurance*

Document Title: Easement for Utilities  
Other Rec. Nos.: 8911229007  
Grantor: Covenant Properties, LLC  
Grantee: James E. Mazure and Patricia C. Mazure,  
          husband and wife  
Abbrev. Legal: Lots A and B, City of Mercer Island Short Plat  
                  No. MI-89-08-18, Recording No. 8911229007, records of King County, Washington.  
Additional legal(s) on page: 1  
Assessor's tax parcel Nos. 409950-0033; 409950-0035



THIS AGREEMENT is made between Covenant Properties, LLC, a Washington Limited Liability Company (hereinafter "Grantor") and James E. Mazure and Patricia C. Mazure, husband and wife (hereinafter "Grantee"):

**WITNESSETH**

WHEREAS, Grantor owns and has title to certain real estate located in King County, Washington, legally described as:

Lot B, City of Mercer Island Short Plat No. MI-89-08-18, recording No. 8911229007, records of King County, Washington.

and which for the purposes hereof shall be referred to as Lot B.

WHEREAS, Grantee owns and has title to certain real estate located in King County, Washington, legally described as:

Lot A, City of Mercer Island Short Plat No. MI-89-08-18, recording No. 8911229007, records of King County, Washington.

and which for the purposes hereof shall be referred to as Lot A.

**EXCISE TAX NOT REQUIRED**  
King Co. Records Division  
By Lisa J. Olson Deputy

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*M*

WHEREAS, both Lot A and Lot B were created and segregated as separate legal parcels upon the recording of City of Mercer Island Short Plat No. MI-89-08-18, recorded under King County Recording No. 8911229007 (the "Short Plat");

WHEREAS, the properties are adjacent to each other such that the Westerly boundary line of Lot A forms the Easterly boundary line of Lot B;

WHEREAS, Grantor and Grantee shall be collectively referred to herein as "the Parties."

WHEREAS, the Parties wish to create an easement on Lot B for the purpose of permitting the installation of underground utilities, benefiting Lot A, all as more fully set forth herein;

NOW, THEREFORE, in and for consideration of the mutual benefits received herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree and covenant as follows with regard to use of their respective properties;

#### AGREEMENT

1. Creation of Easement. Covenant Properties LLC, as owner of Lot B, declares, grants and conveys for the benefit of the owners of Lot A, a perpetual non-exclusive easement for installation, maintenance, repair, restoration and replacement of underground utilities, under that portion of Lot B described as follows:

The south five (5) feet of Lot B, City of Mercer Island Short Plat No. MI-89-08-18, Recording No. 8911229007, Records of King County, Washington (the "Easement").

2. Notice Prior to Entry. Prior to any construction, alteration, replacement or removal of the Utilities, or any substantial activity by the Grantee(s) on Lot B, a (5) five calendar day advance written notice shall be given to the owner of Lot B of such work, including a brief explanation of anticipated work to be done. For the purposes of this paragraph, approval will be deemed granted if the owner(s) of Lot B fail to respond or give notice of disapproval within three (3) days calendar days following notice.

3. Right of Entry. When necessary or reasonable for the maintenance, repair, cleaning or reconstruction of the storm line or other Utilities within the Easement, each party hereto shall have the right to enter upon the land of the others for that purpose.

4. Compliance with Laws and Rules. All parties hereto agree to at all times exercise their rights herein in accordance with the requirements (as from time to time amended) and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

5. Work Standards. The owners of Lot A shall indemnify and hold harmless the owners of Lot B from any claims or liens and shall remove all debris and restore the surface of

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the property as nearly as possible to the condition in which it was at the commencement of any such work.

6. Restriction of Access. Notwithstanding any other term of this Agreement, the owner of Lot B shall at all times have the right to erect fences on, over or across the easement area or any part thereof and to otherwise occupy the easement area.

7. Survival of Representations. Each party hereto represents and warrants that they have full authority to enter into this agreement.

8. Attorneys' Fees. The prevailing party in any action to enforce the terms of this Easement and Agreement shall be entitled to recover its court costs and reasonable attorneys' fee, in addition to any other remedy provided for by law.

9. Interpretation. This agreement has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

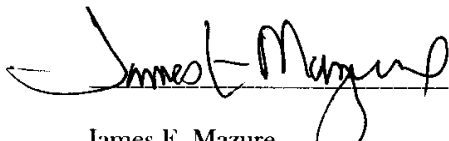
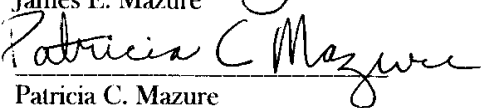
10. No Waiver. No failure of any party to insist upon the strict performance of any provision of this agreement shall be construed as depriving said party of the right to insist on strict performance of such provision or any other provision in the future. No waiver by any party of any provision of this agreement shall be deemed to have been made unless expressed in writing and signed by said party. Consent by one party in any one instance shall not dispense with necessity of consent by said party in any other instance.

11. Easement Runs with the Land. The Easement and this Agreement shall run with the land, and shall be binding upon the parties hereto, any successor in ownership to Lot A and Lot B, and the heirs, successors, and assigns of the parties hereto.

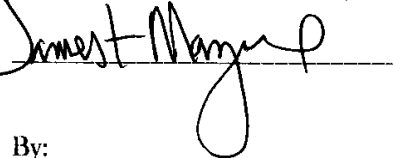
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the 23<sup>rd</sup> day of JULY, 2007.

GRANTEES:

GRANTOR:

  
James E. Mazure  
  
Patricia C. Mazure

COVENANT PROPERTIES, LLC



By:

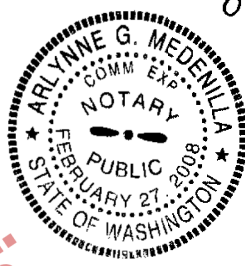
Its: MANAGER - MEMBER

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me JAMES E. MAZURE and PATRICIA C. MAZURE to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23<sup>rd</sup> day of July, 2007.

Arlynn G. Medenilla  
Notary Public in and for the  
State of Washington,  
residing at Mercer Island, WA  
My commission expires: 2/27/08



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 23<sup>rd</sup> day of July, 2007, before me personally appeared James E. Mazure, to me known to be the manager-member president, vice president, secretary, treasurer, or other authorized officer or agent, as the case may be) of COVENANT PROPERTIES, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal this 23<sup>rd</sup> day of July, 2007.

Arlynn G. Medenilla  
Notary Public in and for the  
State of Washington,  
residing at Mercer Island, WA  
My commission expires: 2/27/08

