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CUSTOMER EAS 51.00
PAGE 001 OF 010
01/07/2008 15:29
KING COUNTY, WA

AFTER RECORDING MAIL TO:

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

<p>Easement for Ingress, Egress & Utilities</p> <p>Document Title: Easement for Ingress, Egress & Utilities Other Rec. Nos.: 8911229007 & 20070727001487 Grantor: James E. Mazure and Patricia C. Mazure, husband and wife Grantee: James T. Mazure 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 & Exhibit "C" Assessor's tax parcel Nos. 409950-0033; 409950-0035</p>	<p><i>First American Title Insurance</i></p> <p><i>(this space for title company use only)</i></p>
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THIS AGREEMENT is made between James E. Mazure and Patricia C. Mazure, husband and wife, (hereinafter "Grantor") and James T. Mazure (hereinafter "Grantee"):

WITNESSETH

WHEREAS, Grantor 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.

WHEREAS, Grantee 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.

EXCISE TAX NOT REQUIRED
King Co. Records
By  Deputy
Tiffany Frank

WHEREAS, Hamish Anderson Custom Homes, Inc. and/or assigns ("Buyer") has entered into a Residential Real Estate Purchase and Sale Agreement (the "Purchase and Sale Agreement"), whereby Buyer intends to purchase Lot A from Grantor, and modify the Access Easement according to the Attached Drawing "B".

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, 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 Short Plat provides for a "10' access easement for benefit of Lot B" (the "Existing Easement"), as more fully set forth on the face of said Short Plat;

WHEREAS, Grantor and Grantee wish to amend the Existing Easement to expand its width and to otherwise more clearly delineate their respective rights and responsibilities regarding use of the Easement for their joint and several purposes, and Buyer approves such amendments;

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. Amendment of Easement

A. The Existing Easement, formerly depicted on the Short Plat as occupying ten (10) feet of Lot A as set forth on the Short Plat, is hereby revised to occupy twelve (12) feet of Lot A (the "Modified Easement").

The revised Legal Description being:

That portion of Lot A, Mazure Short Plat MI-89-08-18 (B-1), as recorded in Book 69 of Surveys at Page 169, Records of King County, Washington under Recording No. 8911229007, located in the northeast quarter of Section 11, Township 24 North, Range 4 East, Willamette Meridian, described as follows;

Commencing at the southeast corner of said Lot A; thence N 00°07'00" E along the east line thereof a distance of 2.00 feet to the Point of Beginning; thence continuing N 00°07'00"E to the south line of the existing 10' wide ingress, egress & utility easement shown on said short plat; thence along said south line N 87°42'35" W 125.11 feet; thence

N 90° W 36.31 feet; thence leaving said south line S 80°19'33" E 11.90 feet to a line parallel and 2 feet south of said existing easement; thence N 90° E along said line 24.53 feet; thence S 87°42'35" E 125.15 feet to the Point of Beginning;

Together with the following described area;

Commencing at the southwest corner of said Lot A; thence N 13°33'00" E along the west line thereof a distance of 19.54 feet to the north line of the existing 10' wide ingress, egress & utility easement shown on said short plat and the Point of Beginning; thence along said north line N 90° E 21.86 feet; thence leaving said north line N 80°19'33" W 21.30 feet to the west line of said Lot A; thence S 13°33'00" W along said west line 3.68 feet to the point of Beginning.

See Attached Drawing "B". The Parties hereby agree that the Modified Easement is for the purpose of Ingress, Egress and Utilities for the benefit of (Waterfront) Lot B.

B. Except for incidental use of the Modified Easement area for maintenance and/or repairs of their property in such a manner that the Easement remains available and accessible to the owners of Lot B at all times, Buyer or any other owner of Lot A shall not generally use the Modified Easement or encroach thereon by parking vehicles, storing items, or accessing the house and garage on Lot A from the Modified Easement, or otherwise interfere with its unrestricted use by Lot B for Ingress, Egress and Utilities.

2. Maintenance. The City of Mercer Island Short Plat No. MI-89-08-18, Recording No. 8911229007 calls for Joint Maintenance of the (Storm, Utility and) Access Easements, shared equally between Lot A & Lot B. All parties agree that this is construed as Lot A repaving the Ingress, Egress and Utilities Easement at the Buyer's expense, and Lot B responsible for maintenance of the Ingress, Egress and Utilities Easement thereafter.

3. 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.

4. 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.

5. Easement Runs with the Land. The Modified 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.

6. Authority. All parties signing this Agreement represent and warrant that they have authority to enter into this Agreement. All persons signing this Agreement in a representative capacity warrant that they have the authority to execute the same.

7. Attorney's Fees. If an action be commenced to enforce any of the provisions of this agreement, the party most prevailing shall, in addition to its other remedies, be entitled to recover its costs and expenses of litigation, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the 21ST day of DECEMBER, 2007.

GRANTORS:

James E. Mazure
James E. Mazure
Patricia C. Mazure
Patricia C. Mazure

GRANTEE:

James T. Mazure
James T. Mazure

BUYER:

Hamish Anderson Custom Homes, Inc.

Hamish Anderson
Hamish Anderson

Its: PROB

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared JAMES E. MAZURE and PATRICIA C. MAZURE before me, known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that 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 21 day of December, 2007.

[Handwritten Signature]

Notary Public in and for the
State of Washington,
residing at Mercer Island

My commission expires: July 9 2011



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2007, before me personally appeared before me JAMES T. MAZURE, known to be the individual described in and executing 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.

Given under my hand and official seal this ____ day of _____, 2007.

Notary Public in and for the
State of Washington,
residing at _____

My commission expires: _____

5. Easement Runs with the Land. The Modified 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.

6. Authority. All parties signing this Agreement represent and warrant that they have authority to enter into this Agreement. All persons signing this Agreement in a representative capacity warrant that they have the authority to execute the same.

7. Attorney's Fees. If an action be commenced to enforce any of the provisions of this agreement, the party most prevailing shall, in addition to its other remedies, be entitled to recover its costs and expenses of litigation, including reasonable attorneys' fees.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the 31st day of December, 2007.

GRANTORS:

James E. Mazure

Patricia C. Mazure

GRANTEE:

James T. Mazure
James T. Mazure

BUYER:

Hamish Anderson Custom Homes, Inc.

Hamish Anderson

Its: PNBS

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared JAMES E. MAZURE and PATRICIA C. MAZURE before me, known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that 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 _____ day of _____, 2007.

Notary Public in and for the
State of Washington,
residing at _____

My commission expires: _____

Unofficial Copy

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 31st day of DECEMBER, 2007, before me personally appeared before me JAMES T. MAZURE, known to be the individual described in and executing 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.

Given under my hand and official seal this 31st day of DECEMBER, 2007.

Notary Public in and for the
State of Washington,
residing at Mercer Island, King County

My commission expires: 02-09-2011



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

HAMISH ANDERSON CUSTOM HOMES, INC.

On this 4th day of January, 2008 before me personally appeared HAMISH ANDERSON, to me known to be the President (president, or authorized officer or agent) of HAMISH ANDERSON CUSTOM HOMES, INC., the corporation 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.

Given under my hand and official seal this 4th day of January, 2008.

Karen J. Tavernier
Notary Public in and for the
State of Washington,
residing at King County, WA
My commission expires: 11-13-11



DRAWING "B"
12-Ft Easement for Ingress, Egress & Utilities to Lot B

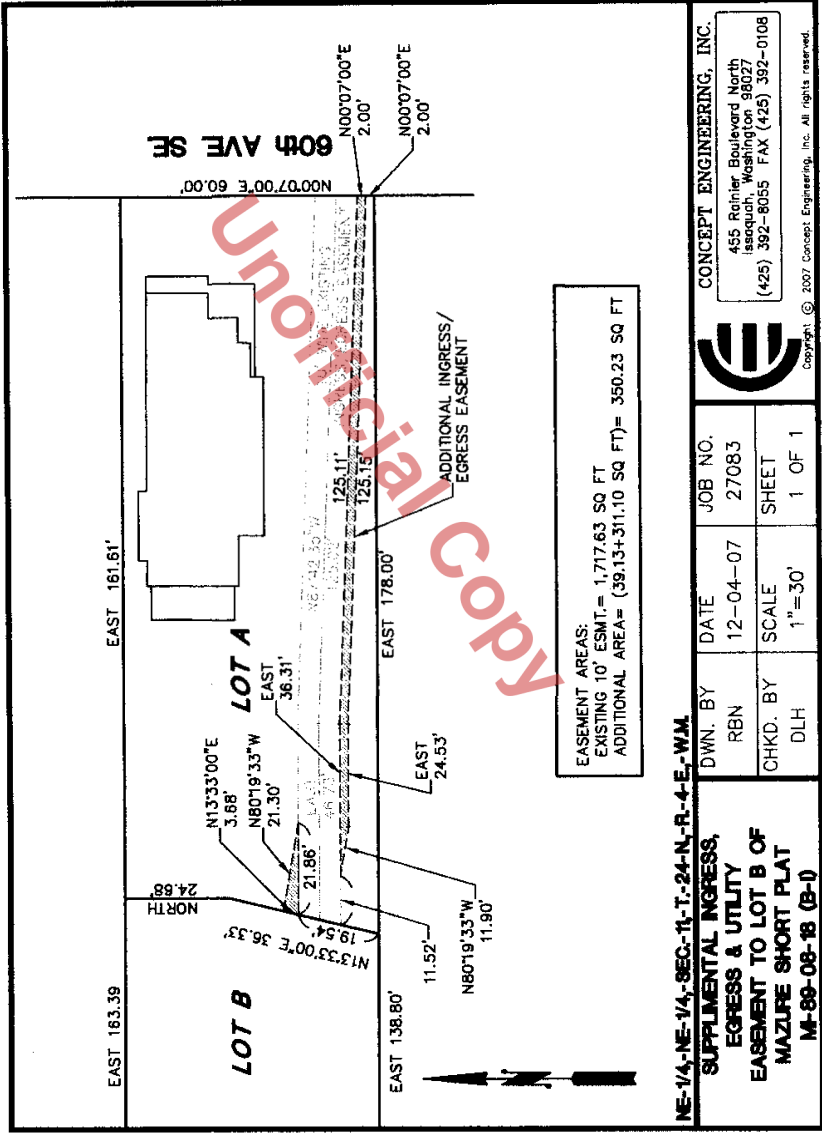


EXHIBIT C

Supplemental Ingress, Egress & Utility easement legal description

That portion of Lot A, Mazure Short Plat MI-89-08-18 (B-1), as recorded in Book 69 of Surveys at Page 169, Records of King County, Washington under Recording No. 8911229007, located in the northeast quarter of Section 11, Township 24 North, Range 4 East, Willamette Meridian, described as follows;

Commencing at the southeast corner of said Lot A; thence N 00°07'00" E along the east line thereof a distance of 2.00 feet to the Point of Beginning; thence continuing N 00°07'00"E to the south line of the existing 10' wide ingress, egress & utility easement shown on said short plat; thence along said south line N 87°42'35" W 125.11 feet; thence N 90° W 36.31 feet; thence leaving said south line S 80°19'33" E 11.90 feet to a line parallel and 2 feet south of said existing easement; thence N 90° E along said line 24.53 feet; thence S 87°42'35" E 125.15 feet to the Point of Beginning;

Together with the following described area;

Commencing at the southwest corner of said Lot A; thence N 13°33'00" E along the west line thereof a distance of 19.54 feet to the north line of the existing 10' wide ingress, egress & utility easement shown on said short plat and the Point of Beginning; thence along said north line N 90° E 21.86 feet; thence leaving said north line N 80°19'33" W 21.30 feet to the west line of said Lot A; thence S 13°33'00" W along said west line 3.68 feet to the point of Beginning;

Situate in the City of Mercer Island, County of King and State of Washington.



CONCEPT ENGINEERING, INC.

455 Rainier Boulevard North
Issaquah, Washington 98027
(425) 392-8055 Fax: (425) 392-0108

CEI Job No. 27083
Date: 11-29-07
Rev: 12-04-07

