

Record Date:7/13/2023 11:05 AM

Electronically Recorded King County, WA

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**FIRST AVENUE LAW GROUP, PLLC
321 First Avenue West
Seattle, WA 98119
Attn: Christopher T. Benis**

AGREEMENT AMENDING EASEMENT

GRANTOR:	James T. Mazure
GRANTEE / GRANTEE:	Mary Smersh
LEGAL DESCRIPTIONS:	Lots A and B, City of Mercer Island Short Plat No. MI-89-08-18, Recording No. 8911229007, records of King County, WA
	Completed legal descriptions on page 2
ASSESSOR'S TAX PARCEL ID NOs.:	409950-0033 and 409950-0035
OTHER REC. Nos.	8911229007

AGREEMENT AMENDING EASEMENT

This Agreement Amending Easement is made as of this 12 day of July, 2023, by and between Grantor James T. Mazure ("Mazure") and Grantee Mary Smersh ("Smersh"). Mazure and Smersh may sometimes be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, Smersh is the owner of that certain property 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.
(the "Smersh Property");

WHEREAS, Mazure is the owner of that certain property 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.
(the "Mazure Property").

WHEREAS, the Smersh Property and the Mazure Property are collectively referred to herein as "the Properties;"
WHEREAS, the Properties were created pursuant to City of Mercer Island Mercer Island Short Plat No. MI-89-08-18, recorded under King County Recording No. 8911229007 (the "Short Plat").

WHEREAS, as provided in the Short Plat, the Mazure Property lies generally to the West of the Smersh Property, and provides that the Smersh Property benefits from a "Side Sewer Easement" which runs along the Northerly margin of Lot B (the "Easement"); and

WHEREAS, the Parties now wish to further delineate the rights and duties of the Parties with regard to the Easement, beyond those set forth on the Short Plat.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

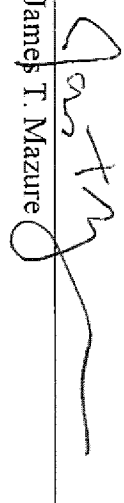
AGREEMENT

1. Use of Easement. The Parties agree that the Easement shall be treated as an Easement for Sanitary Sewer and Storm Drainage. The Short Plat shall be deemed amended to reflect the intended use of the Easement.
2. Term of Easements. The term of the Easements shall commence on the date hereof and shall continue in perpetuity unless terminated by mutual agreement of the Parties.
3. Binding Effect. The covenants contained in this Agreement shall run with the Mazure Property and the Smersh Property and shall be binding upon and inure to the benefit of the respective owners of such properties and their respective successors in interest.
4. Applicable Law. This Easement shall be governed by and construed in accordance with the law of the State of Washington.
5. Counterparts. This Agreement may be executed and delivered in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.


[Remainder of page intentionally left blank; signatures follow.]

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto, intending to be legally bound, effective as of the date first written above.

GRANTOR:


James T. Mazure

GRANTEE:


Mary Shersh

STATE OF WASHINGTON

SS.

COUNTY OF _____

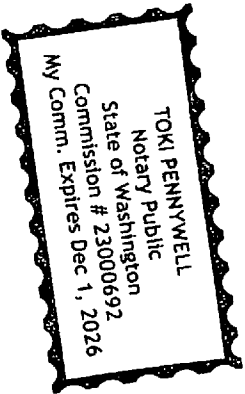
I certify that I know or have satisfactory evidence that James T. Mazure is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 12th day of July, 2023.

Toki Pennywell
(Signature of Notary)

Toki Pennywell
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Merra F Street
My appointment expires 12/1/2026



STATE OF WASHINGTON

ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that Mary Smersh is the person who appeared before me, and said persons acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 12th day of July, 2023.

Toki Pennywell
(Signature of Notary)

Toki Pennywell
(Legally Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at Mercer Island
My appointment expires 12/1/2026

