

WHEN RECORDED, RETURN TO:

Pacifica Law Group LLP
 1191 Second Avenue, Suite 2000
 Seattle, Washington 98101
 Attn: John De Lanoy



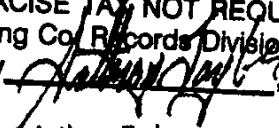
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PACIFICA LAW GROUP
 PAGE-001 OF 010 82.00
 05/30/2017 15:15
 KING COUNTY, WA

SEWER EASEMENT

Grantor:	ASC Mercer Island LLC, a Washington limited liability company
Grantee:	Hynes Properties L.L.C., a Washington limited liability company
Abbreviated Legal:	Grantor Property: Parcel A, City of Mercer Island Lot Line Revision No. SUB 14-011, recorded under recording number 20150528900006 Grantee Property: Ptn of Lots 3, 4, 5 and Lots 9 and 10, Block 6, McGilvra's Island Addition
Assessor's Tax Parcel Numbers:	Grantor Property: 5315100457 Grantee Property: 5315100458; : 5315100455
Reference Nos. of Documents Released or Assigned:	N/A

1

EXCISE TAX NOT REQUIRED
 King Co. Records Division
 By  Deputy
 Anthony Taylor

SEWER EASEMENT

THIS SEWER AGREEMENT (this “**Agreement**”) is made this 14th day of April, 2017 (“**Effective Date**”) by and between ASC Mercer Island LLC, a Washington limited liability company (“**Grantor**”), and Hynes Properties L.L.C., a Washington limited liability company (“**Grantee**”). Grantor and Grantee may each be referred to in this Agreement collectively as the “**Parties.**”

RECITALS:

- A. Grantor is the owner of the real property located in King County, Washington and legally described on the attached **Exhibit A** (the “**Grantor Property**”).
- B. Grantee is the owner of the real property located in King County, Washington adjacent to the Grantor Property and legally described on the attached **Exhibit B** (the “**Grantee Property**”).
- C. Grantor desires to grant to Grantee a sewer easement as more particularly set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee and its successors and assigns, a perpetual, non-exclusive easement (“**Sewer Easement**”) over, on, under and across that portion of Grantor’s Property legally described in attached **Exhibit C** and graphically depicted in attached **Exhibit D** (the “**Sewer Easement Area**”) for the installation, use, maintenance, repair, replacement and reconstruction of an underground sanitary sewer (“**Sewer Line**”) to serve future improvements on Grantee’s Property, together with the right of access on and across Grantor’s Property to the extent reasonably necessary for such maintenance, repair and replacement of the sewer facilities that Grantor fails to perform in accordance with this Agreement.
2. **Construction, Maintenance and Repair of the Sewer.** Grantor will bear all costs and be solely responsible for the installation, construction, maintenance, repair and replacement of that portion of the Sewer Line and appurtenances located on Grantor’s property and Grantor will bear all costs and be solely responsible for providing a connection point suitable for future improvements on Grantee’s Property, in Grantee’s commercially reasonable discretion and in a professional and workmanlike manner, to the sewer line on Grantor’s property. The connection point and Sewer Line shall provide capacity sufficient to serve up to three single family homes on Grantee’s Property and Grantor will indemnify and hold Grantee harmless from all such costs, including attorneys’ fees, associated therewith.
3. **Indemnity.** Grantor agrees to indemnify, defend and hold Grantee harmless from any and all liability or damage, including attorneys fees and costs, incurred or arising directly or indirectly from Grantor’s use of and/or failure to maintain the Sewer Line.
4. **Reservation of Other Rights, Non-Interference.** Grantor and Grantee expressly reserve all rights not inconsistent with those granted to one another. Each party shall reasonably cooperate with the other in the performance of their obligations stated herein and to affect the purposes of this Agreement.

5. Miscellaneous.

- a. **Binding Effect.** The benefits and burdens of this Agreement are appurtenant to and shall run with the Grantee Property and Grantor Property, as applicable, shall be binding upon the successors and assigns of Grantee and Grantor, as the current fee or leasehold owners thereof, for the term hereof, and shall not be extinguished by nonuse or abandonment, or transfer of any interest in the properties affected.
- b. **Attorneys' Fees.** If any suit or other proceeding is instituted by either Party arising out of or pertaining to this Agreement, including, but not limited to, filing suit or requesting an arbitration (collectively "**Proceedings**"), and appeals and collateral actions relative to such Proceeding, the prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to Proceedings from the nonprevailing party, in addition to such other available relief available to the nonprevailing party.
- c. **Severability.** If any provision of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining provisions will remain in full force and effect.
- d. **Enforcement.** In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by an arbitrator or by a court of appropriate jurisdiction.
- e. **Amendments.** Any addition, variation, or modification to this Agreement shall be in writing and signed by the parties hereto or their successors in interest.
- f. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of Washington.
- g. **Counterparts.** This instrument may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned acknowledge that they have read this Agreement, understand it, agree to be bound by its terms and conditions, and have cause this Agreement to be executed as of the Effective Date.

GRANTOR:

ASC Mercer Island LLC
a Washington limited liability company

By: Aegis Senior Communities LLC
Its: Manager

By: _____
Its: Authorized Signatory

GRANTEE:

Hynes Properties L.L.C.

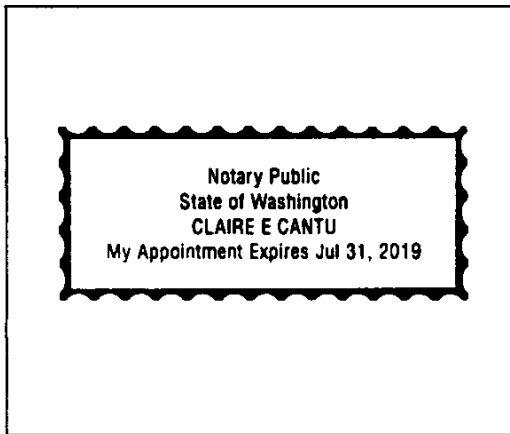
By: Mary Jan Hynes
Its: managing partner

STATE OF WASHINGTON } ss.

COUNTY OF KING

On this day personally appeared before me Mary Hynes, to me known to be the Grantor of Hynes Properties L.L.C. that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14th day of April, 2017.

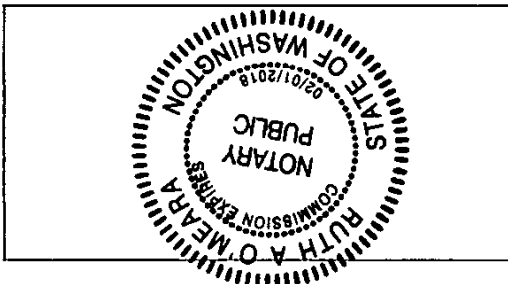


Claire Cantu
 Printed Name
Claire E. Cantu
 NOTARY PUBLIC in and for the State of
 Washington, residing at
Kitsap County
 My Commission Expires
July 31, 2019

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On this day personally appeared before me Dwayne J Clark, to me known to be the Authorized Signatory of ASC Mercer Island LLC, the Washington limited liability company that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such limited liability company, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 4 day of May, 2017.



Ruth A O'Meara

Printed Name RUTH A O'MEARA

NOTARY PUBLIC in and for the State of Washington, residing at

Sammamish

My Commission Expires 2/2018

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

The East 60.00 feet of Lot 1 and Lots 2 through 5, inclusive, Block 6, McGilvra's Island Addition, according to the plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington;

Except the West 110.00 feet of said Lots 2 and 3;

Except the West 110.00 feet of the North 40.00 feet of Lot 4;

Except the West 150.00 feet of that portion of said Lots 4 and 5, described as follows:

Lots 4 and 5, Block 6, McGilvra's Island Addition, according to the plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington, except the North 40.00 feet of said Lot 4.

(Also known as Parcel A, City of Mercer Island Lot Line Revision No. SUB14-011, recorded under recording number 20150528900006).

EXHIBIT B**LEGAL DESCRIPTION OF GRANTEE'S PROPERTY**

The South 72.72 feet of the North 87.67 feet of the West 110 feet of lot 3, Block 6, McGilvra's Island Addition to Mercer Island, according to the plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington.

And

The West 60.00 feet of lot 3, the West 150 feet of lots 4 and 5 Block 6, McGilvra's Island Addition to Mercer Island, according to the plat thereof recorded in Volume 16 of Plats, Page(s) 58, in King County, Washington;

Except the North 87.67 feet of said lot 3;

Except the East 40.00 feet of the West 150.00 feet of the North 40.00 feet of said lot 4;

Except the West 110.00 feet of the South 175 feet thereof of lots 4 and 5.

EXHIBIT C**LEGAL DESCRIPTION OF SEWER EASEMENT [UPDATE]**

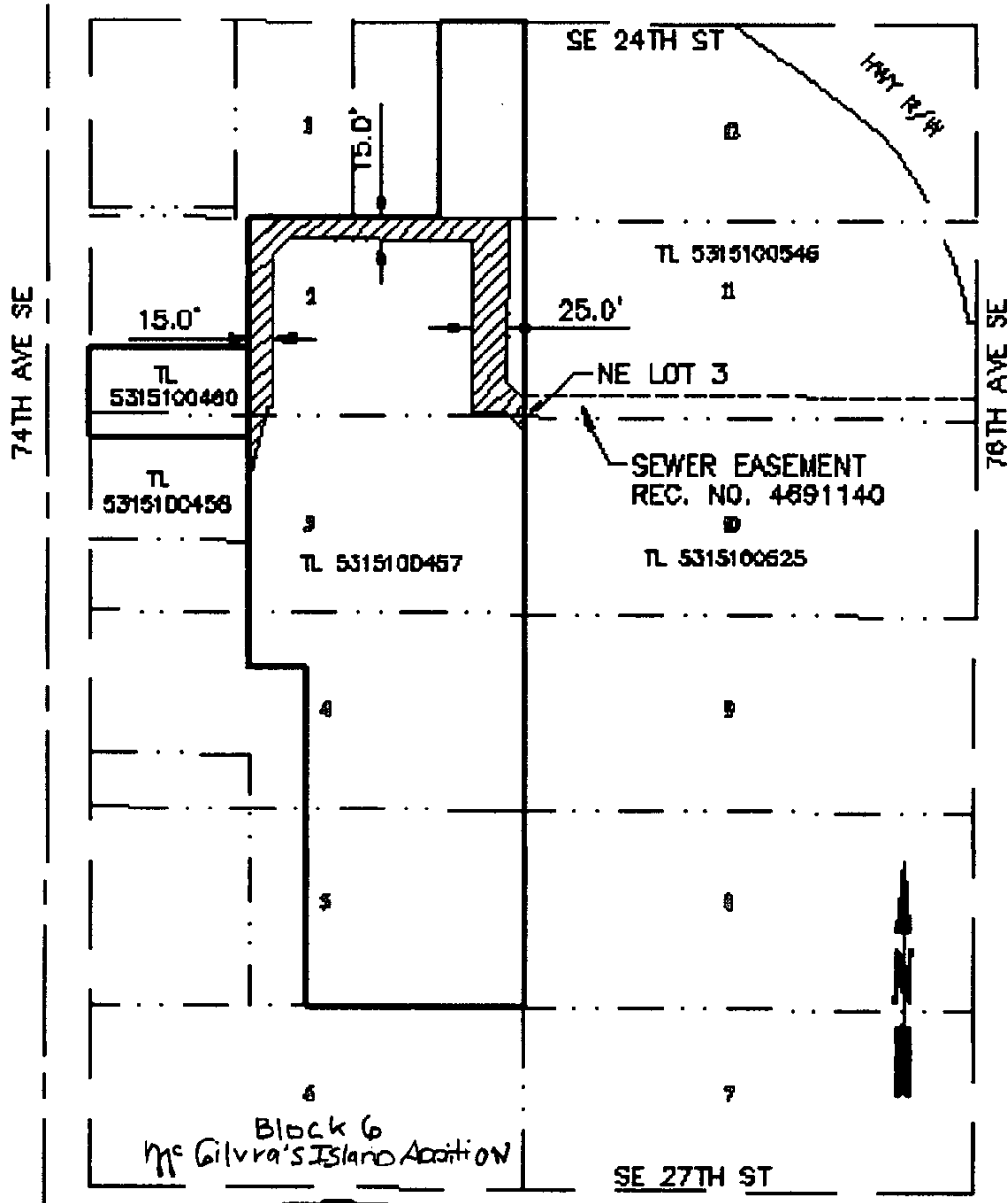
THAT PORTION OF LOTS 2 AND 3 IN BLOCK 6 OF MCGILVRA'S ISLAND ADDITION, AS PER PLAT RECORDED IN VOLUME 16 OF PLATS, ON PAGE 58, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3;
THENCE SOUTH 0°06'50" WEST ALONG THE EASTERLY LINE THEREOF 10.29 FEET;
THENCE NORTH 44°33'21" WEST 17.78 FEET;
THENCE NORTH 89°53'10" WEST 25.00 FEET;
THENCE NORTH 0°06'50" EAST 120.15 FEET;
THENCE NORTH 89°34'38" WEST 126.23 FEET;
THENCE SOUTH 45°09'08" WEST 15.37 FEET;
THENCE SOUTH 0°07'49" WEST 105.87 FEET;
THENCE SOUTH 90°00'00" WEST 4.04 FEET;
THENCE SOUTH 12°37'44" WEST 50.63 FEET TO THE EASTERLY LINE OF THE WESTERLY 110 FEET OF SAID LOT 3;
THENCE NORTH 0°07'39" EAST ALONG SAID EASTERLY LINE 161.52 FEET;
THENCE NORTH 45°09'08" EAST 27.84 FEET TO THE NORTHERLY LINE OF AFOREMENTIONED LOT 2;
THENCE SOUTH 89°34'38" EAST ALONG SAID NORTHERLY LINE 157.41 FEET;
THENCE SOUTH 0°06'50" WEST 113.81 FEET;
THENCE SOUTH 45°01'29" EAST 17.64 FEET TO THE EASTERLY LINE OF SAID LOT 2;
THENCE SOUTH 0°06'50" WEST 11.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,813 SQUARE FEET, MORE OR LESS.

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

EXHIBIT D
DEPICTION OF SEWER LINE



11255 Kirkland Way, Suite 300
 Kirkland, WA 98033
 p 425.827.2014 | f. 425.827.5043

 Civil | Structural | Planning | Survey
 paceengr.com

SCALE: 1" = 120' FILE: \15501 EXH.DWG DATE 12/23/16 PROJ. NO.: 15501.10

12/23/16
 15501.10