

RECORDED

MAY 5 11 17 AM '06

WHEN RECORDED RETURN TO:

Gary E. Suoja  
Attorney at Law  
10112 NE 10th Street #203  
Bellevue, WA 98004

RECORDED

88/05/06  
RECD F

#0765 0  
6.00

EASEMENT FOR INSTALLATION & MAINTENANCE  
OF UNDERGROUND EMERGENCY GENERATOR  
TO SERVE SEWAGE PUMP STA. NO. 25

The undersigned Grantors, for valuable consideration, the receipt of which is hereby acknowledged, by these presents bargain, sell, transfer and convey unto the CITY OF MERCER ISLAND, King County, Washington, Grantee, a non-exclusive easement over, across, along and under the following described property situated in King County, State of Washington, to-wit:

8805060765

A PORTION OF LOT 17, IN THE PLAT OF LAKEHOLM ADDITION AS RECORDED IN VOLUME 12 OF PLATS AT PAGE 52, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 17, SAID POINT BEING THE MEANDER CORNER SET AT THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., THENCE NORTH 57 09'14" EAST 25.00 FEET; THENCE NORTH 32 50'46" EAST 29.76 FEET; THENCE SOUTH 57 09'14" WEST 25.00 TO SAID WEST LINE OF LOT 17; THENCE NORTH 32 50'46" WEST ALONG SAID WEST LINE 29.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 599.13 FEET, MORE OR LESS.

Said easement being for the purpose of installing, constructing, maintaining, operating, repairing and replacing an underground vault for an emergency generator, all necessary connections and appurtenances thereto, together with the right of ingress and egress to, from and across said described property for the foregoing purposes. The Grant of this easement is limited as follows:

1. All initial construction and subsequent major repairs shall be conducted between the period from October first of any given year through the Friday before Memorial Day of the subsequent year.
2. Regular maintenance of the facilities installed shall occur on weekday mornings only.
3. Grantee agrees to immediately restore, repair and replace all damage to the Grantor's property arising out of the activities authorized hereunder and in the event Grantee shall fail to do so within ten (10) days after written notice from Grantor of such failure then Grantor may commence such restoration, repair or replacement at Grantee's expense.
4. Grantee agrees to save, defend and hold Grantor, its agents, members and employees harmless from any and all suits, claims or actions arising from, out of, or in any way connected with the activities of Grantee under this easement.

EMERGENCY NOT REQUIRED

King Co. Records Division

2202001 Deputy

