

Return Address:

MERCERWOOD SHORE CLUB
4190 EAST MERCE WAY
PO. BOX 419
MERCE ISLAND, WA 98040



20030401001274

MERCERWOOD EAS 32 00
PAGE 001 OF 012
04/01/2003 10 38
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65 04)

Document Title(s) (or transactions contained therein) (all areas applicable to your document must be filled in)

1 EASEMENT 2 _____
3 _____ 4 _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

1 MERCERWOOD SHORE CLUB _____
2 _____

Additional names on page _____ of document

Grantee(s) (Last name first, then first name and initials)

1 SACHA, JOHN
2 SACHA, JANE

Additional names on page _____ of document

Legal description (abbreviated 1 e lot, block, plat or section, township, range)

S-16 T24N R5E

Additional legal is on page _____ of document

Assessor's Property Tax Parcel/Account Number

415 190 - 0075

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36 18 010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

EXCISE TAX NOT REQUIRED

King Co Records Division

By R. Hudgel Deputy

EASEMENT AGREEMENT

This AGREEMENT is made this 30th day of Jan, 2003 by and between MERCERWOOD SHORE CLUB, INC ("MSC"), a Washington corporation, and JOHN AND JANE SACIA ("Sacía"), a husband and wife.

RECITALS

- A. MSC owns certain real property located in the City of Mercer Island, King Country, Washington, and more particularly described on EXHIBIT A attached hereto and incorporated herein by reference ("MSC Property") The street address of the MSC Property is 4150 East Mercer Way, Mercer Island, Washington
- B. Sacía owns certain real property located in the City of Mercer Island, King Country, Washington which is adjacent to the MSC Property on the north and is more particularly described on EXHIBIT B attached hereto and incorporated herein by reference ("Sacía Property"). The street address of the Sacía Property is 4134 100th Avenue S.E., Mercer Island, Washington
- C. MSC and Sacía acknowledge that an existing fence, a six-foot high rambler-style cedar fence approximately 187 feet in length ("MSC Fence") and belonging to MSC, is located approximately five (5) feet from the boundary line between the MSC Property and the Sacía Property on the MSC side, as approximately depicted in EXHIBIT C and that existing landscaping on the Sacía side of this Fence is located on the MSC Property
- D. MSC and Sacía also acknowledge that Sacía and their predecessor in property interest have been using the strip of MSC property on the Sacía side of this Fence with the knowledge and permission of the MSC
- E. MSC and Sacía also acknowledge that the location of the boundary line between their properties was surveyed by Sacía's predecessor in interest and is part of the public record on the Sacía Property
- F. MSC and Sacía desire to enter into an Agreement to create an easement to benefit Sacía by permitting Sacía to use the portion of the MSC Property on the Sacía side of the Fence subject, however, to certain terms and conditions as more particularly described below

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the MSC and Sacía agree as follows

AGREEMENT

1 GRANT OF EASEMENT

MSC does hereby grant and convey unto Sacia for the benefit of Sacia, a nonexclusive easement for use of the MSC Property from the Sacia Property, as approximately depicted in EXHIBIT C attached hereto. This grant of easement is irrevocable, except by mutual consent of MSC and Sacia or his successors in ownership or occupiers of the Sacia Property

2. RIGHT OF ENTRY AND FENCE MAINTENANCE

MSC reserves the right to enter into the easement area for purposes of inspection, maintenance, and repair or replacement of the MSC Fence. Sacia agrees to allow MSC or its agent's access across the Sacia Property in order to enter the easement area. Sacia agrees to replace the MSC fence within 180 days of the date of this Agreement with a six foot tall chain link fence that matches the existing fence line on the MSC property line to which it would be connected. Sacia agrees to thereafter maintain and repair the MSC fence for the term of this Agreement and, if required by the condition of the fence, to replace the fence. The MSC fence shall be maintained in the condition of the new fence, which replaces the currently existing fence. Both parties agree that the existing MSC fence or any replacement fence shall be located where the MSC fence is located as of the date of this Agreement, as approximately described on EXHIBIT C.

3. USE AND MAINTENANCE

Sacia agrees to use the easement rights in a manner that is compatible with the use and enjoyment of the MSC Property. Sacia further agrees to use and maintain the easement area only for landscaping similar to that which occupies the area as of the date of this Agreement. Any substantial deviation in use or maintenance must have the written permission of MSC. Such permission shall not be unreasonably withheld. No buildings or other structural improvements may be constructed or installed in the easement area.

4 INDEMNITY

Sacia agrees to indemnify, defend, and save MSC harmless from any loss, cost, or other expense incurred by MSC, or from any claim, demand, or action asserted against MSC, arising out of any act or omission of Sacia, whether negligent or not, arising out of Sacia's exercise of the rights granted herein.

5 SUCCESSORS

The rights herein granted and the duties hereby agreed to by Sacia shall run with the Sacia Property and shall inure to the benefit of, and bind any successor to Sacia in ownership or occupancy of the Sacia Property.

6. ASSIGNMENT

Sacia is hereby prohibited from assigning all or any portion of the rights and interests granted herein to anyone other than successors to Sacia in ownership and or occupiers of the Sacia Property

7. TERMINATION

This agreement and all rights herein shall immediately terminate if MSC or Sacia fails to comply in any way with sections 1-6 of this agreement

MERCERWOOD SHORE CLUB, INC

By [Signature]

Its President

Date March 19, 2003

STATE OF WASHINGTON)

)ss

COUNTRY OF KING)

On this 19th day of March 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared T. Norton, to me known to be the person who signed as President of MERCERWOOD SHORE CLUB, 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 duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written

[Signature]
(Signature of Notary)

Richard G. Ginger
(Print or stamp name of Notary)

STATE OF WASHINGTON
NOTARY PUBLIC
RICHARD G GINGER
COMMISSION EXPIRES
3-1-2005

NOTARY PUBLIC in and for the state
Of Washington, residing at Wash Island
My appointment expires 3/1/2005

JOHN SACIA

John Sacia

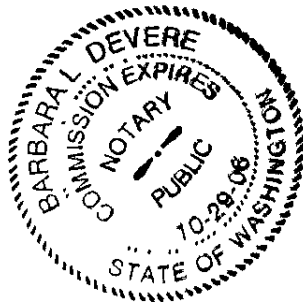
Date 1-31, 2003

STATE OF WASHINGTON)

COUNTY OF KING)ss

On this 31ST day of JAN 2003, before me, a Notary Public in and of the State of Washington, duly commissioned and sworn, personally appeared John Sacia, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written



Barbara L. Devere
(Signature of Notary)

BARBARA L. DEVERE
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at LYNNWOOD
My appointment expires 10/29/06

JANE SACIA

Jane Sacia

Date 2-1-2003, 2003

STATE OF WASHINGTON)

COUNTY OF KING)ss

On this 1st day of Feb 2003, before me, a Notary Public in and of JANE the State of Washington, duly commissioned and sworn, personally appeared ~~John~~ Jane Sacia, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Barbara L Devere
(Signature of Notary)

BARBARA L DEVERE
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Lynnwood
My appointment expires. 10/29/06

EXHIBIT A

PARCEL A

Lots 2 and 3, and the northeasterly 25 feet of Lot 4, Mercerwood Division No. 4, according to the plat thereof, recorded in column 56 of plats, page 97, in King County, Washington

PARCEL B

The South 60 feet of Lot 14, all of Lots 15, 16 and 17, Lakeholm Addition, according to the Plat thereof, recorded in volume 12 of plats, page 52, in King County, Washington

Together with second-class shore land adjoining, and together with that portion of vacated street adjoining on the west

PARCEL C

That portion of the northeast quarter of the northwest quarter of section 18, township 24 north, range 5 east, Willamette Meridian, in King County, Washington, lying east of the east margin of East Mercer Way;

Except that portion thereof lying north of the westerly extension of the south line of lot 2f of the plat of Lakeholm addition, according to the plat thereof, recorded in volume 12 of plats, page 52, in King County, Washington and

Except that portion thereof heretofore conveyed to King County for road by deed recorder under recording number 3018350 and

Except that portion thereof platted as Mercerwood Division No 4, according to the plat thereof, recorded in volume 56 of plats, page 97, in King County, Washington and

Except that portion of the northeast quarter of the northeast quarter of said section 18 described as follows

Beginning at the most northerly corner of Lot 1, of said plat of Mercerwood Division No 4

Thence north 50°22'05" east along the southeasterly margin of east Mercer Way 21 01 feet to a point of curve therein:

Thence continuing along said southeasterly margin following an arc curve to the left having a radius of 470 97 feet, an arc distance of 158 10 feet to a point of reverse curve

Thence along an arc of a curve to the right having a radius of 20 feet an arc distance of 52.35 feet to a point of tangency and the intersection of said curve with the west margin of 100th Avenue southeast:

Thence south 1°05'68" west along said west margin 120.00 feet

Thence south 29°59'13" west 52.89 feet to an intersection with the northeasterly production of the southeasterly line of said Lot 1

Thence south 50°22'05" west, along said production 70,000 feet to the most easterly corner of said Lot 1

Thence north 39°37'55" west, along the northeasterly line of said Lot 1, 115.00 feet to the point of beginning; and

Except that portion thereof described as follows

Beginning at a point on the south line of said northeast quarter of the northeast quarter of which is south 88°28'12" east 174.47 feet from the most westerly corner of Lot 5 of said plat of Mercerwood Division No. 4:

Thence north 50°22'05" east along the southeasterly line of Lots 5 and 4 respectively 178.61 feet.

Thence south 39°37'55" east 32.00 feet;

Thence south 73°39'10" east 137.64 feet,

Thence south 64°20'10" east 142.45 feet, more or less, to said south line of said subdivision

Thence north 88°28'12" west along said south line 418.56 feet to the most southerly corner of said Lot 5 and the point of beginning, and

Except that portion of the northeast quarter of said section 18, described as follows

Beginning at the northeast corner of said section 18,

Thence south 1°05'30" west along the east line of said section 18, 1,040 feet, to the true point of beginning,

(Also known as revised parcel B Mercer Island lot line revision no. 92-1080 recorded under recording number 9305069003)

EXHIBIT B

That portion of parcel A and all of parcel B City of Mercer Island short plat Barclay Stuart Short Plat File no. MI 90-10-22 (D-6) Recorded under Recording Number 9305069002, in King County Washington described as follows.

Beginning at southwest corner of said parcel A.

Thence south 88°32'01" east along the south line of parcel A 132 02 feet to the true point of beginning

Thence north 1°27'59" east 12 49 feet

Thence north 49°53'30" east 104 74 feet

Thence south 88°32'01" east 20 00 feet

Thence continuing south 44°48'08" east 84 37 feet

Thence south 44°48'08 east 31 83 feet.

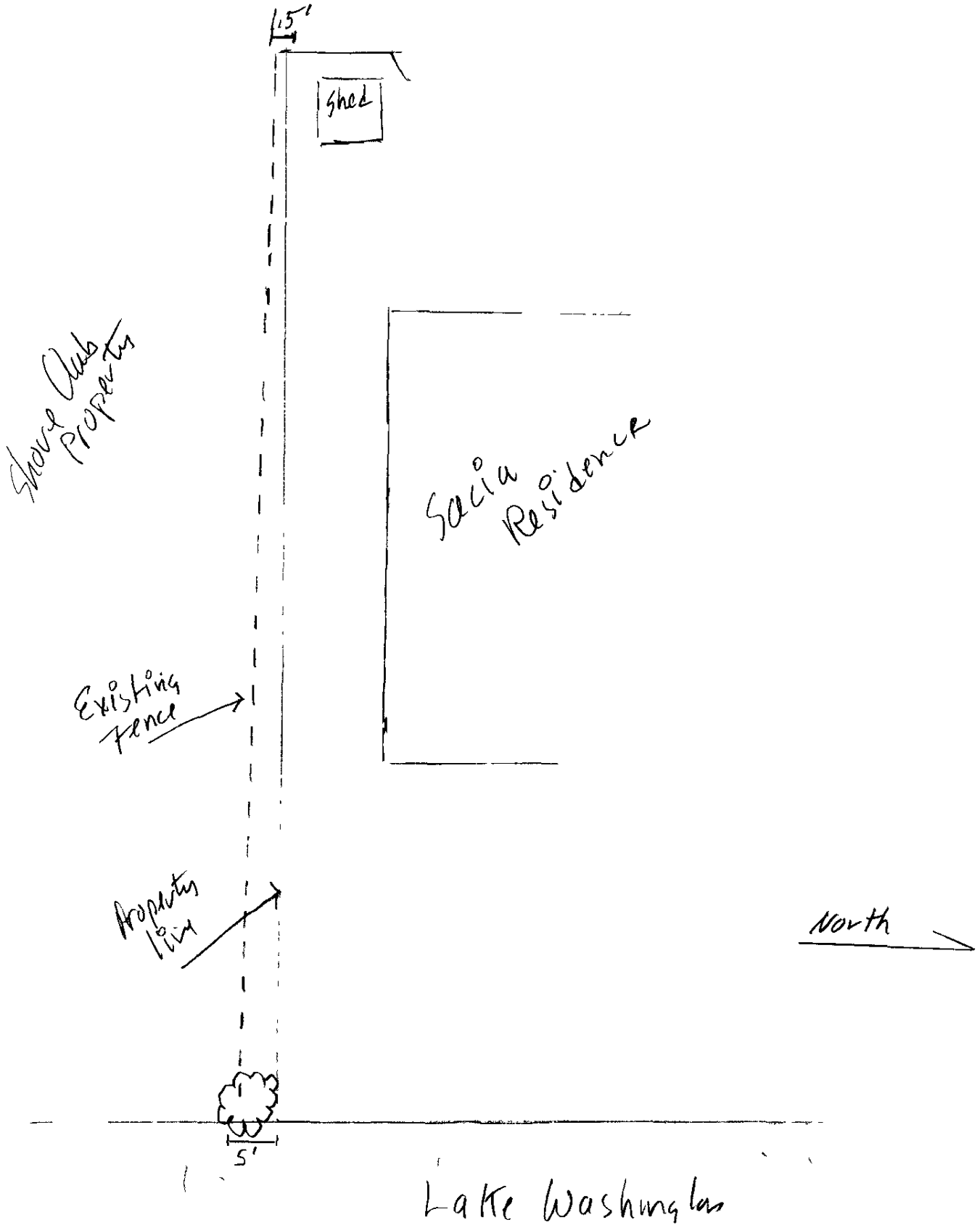
Thence south 88°32'01 east 158 21 feet to the inner harbor line of Lake Washington,

Thence south 19°44'42" west 63.8 feet, more or less, along said inner harbor line to a point on the southerly line of the shore lands adjoining the north 20 feet of Lot 14, Lakeholm addition, according to the plat thereof, recorded in volume 12 of plats, page 52, in King County, Washington,

Thence westerly along said southerly line and the southerly line of the north 20 feet of said Lot 14 to the true point of beginning

(Also known as Lot B, City of Mercer Island, and Barclay Stuart lot line revision file No 94-03-21 (D-6) recorded under Recording Number 9406169002).

EXHIBIT C
Drawing of fence easement area approximately to scale



FACTS NEEDED TO COMPETE EASEMENT INSTRUMENT

- 1 Full name on Sacia property title
- 2 Some description of existing fence and it's locations
- 3 Statement of payment or consideration for MSC granting easement
- 4 Legal descriptions of
 - MSC property, including exceptions and encumbrances
 - Sacia property
 - Easement area