

RECORDED AT THE REQUEST OF:  
AND AFTER RECORDING RETURN TO:

Joseph Brogan  
Foster Pepper PLLC  
1111 Third Avenue, Suite 3000  
Seattle, WA 98101



**20180119001412**

EASEMENT Rec: \$82.00  
1/19/2018 4:12 PM  
KING COUNTY, WA

EXCISE TAX NOT REQUIRED  
King County Records Division

By  Deputy

**ACCESS EASEMENT**

Grantor: WELLS FARGO BANK, N.A., AS TRUSTEE OF THE TITLE  
HOLDING TRUST DATED 10-06-99

Grantee: CITY OF MERCER ISLAND, WASHINGTON

Legal Description: Ptns of GL 1, sn 01-24-04  
Complete legal description on Exhibit A

Assessor's Tax Parcel ID#: 545230-2218

Reference # (If applicable): N/A

CM-4923(9)

THIS DOCUMENT IS RECORDED  
AS A COURTESY ONLY.  
FIRST AMERICAN TITLE INSURANCE CO.  
ASSUMES NO LIABILITY FOR  
SUFFICIENCY, VALIDITY OR ACCURACY

### ACCESS EASEMENT

This Access Easement (this "Easement Agreement") is dated this 11<sup>th</sup> day of January, 2018 by and between WELLS FARGO BANK, N.A., AS TRUSTEE OF THE TITLE HOLDING TRUST DATED 10-06-99 ("Grantor"), and CITY OF MERCER ISLAND, WASHINGTON ("Grantee") (Collectively, "the Parties").

### RECITALS

A. Grantor is the current owner of that certain property located in Mercer Island, Washington which is more particularly described in the attached Exhibit A (the "Grantor Property").

B. Grantee operates and maintains a pump station (the "Pump Station") located on a portion of that certain real property located at 8004 SE 20<sup>th</sup> Street, Mercer Island, Washington and identified by Tax Parcel Number 545230-2217 (the "Pump Station Location"), which Pump Station Location is adjacent to the Grantor Property.

C. Grantor desires to grant to Grantee a permanent, non-exclusive easement over and upon a portion of the Grantor Property legally described on Exhibit B and depicted in Exhibit C (the "Easement Area") for purposes of pedestrian access to the Pump Station, pursuant to the terms of this Easement Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

### AGREEMENT

1. Recitals. The foregoing recitals are true and correct and hereby incorporated as though fully set forth herein.

2. Access Easement. Effective as of the date hereof, Grantor hereby grants to Grantee a permanent, non-exclusive easement for pedestrian ingress and egress and to use, inspect, design, construct, reconstruct, repair and replace the Pump Station (the "Access Easement") over and upon the Easement Area. The Access Easement granted hereunder is for pedestrian and hand-push equipment access only, and Grantee shall not operate motor vehicles or heavy equipment in the Easement Area. Grantee shall have the right, without prior notice to Grantor, at such times as deemed necessary by Grantee, to enter upon the Easement Area to use, inspect, design, construct, reconstruct, repair and replace the Pump Station and all necessary or convenient appurtenances.

3. Construction of Easement Area. Grantor shall be solely responsible for the construction of the Easement Area in connection with Grantor's development of Grantor's Property and in accordance with such standards and requirements as may be imposed by

applicable governmental agencies. The construction of the Easement Area including the pedestrian path width, surface material, grades and all construction details must meet the conditions specified in the Building Permit 1705-086. Structures may be constructed on or over the Easement Area only to the extent required for the construction of the Easement Area.

4. Maintenance of Easement Area. Grantor shall be solely responsible for the maintenance of the Easement Area, as required under applicable rules and regulations.

5. Reasonable Use. Grantee, in exercising its rights granted herein, shall not unreasonably interfere with Grantor's use and enjoyment of the Easement Area and shall promptly repair any damage it causes to Easement Area due to the repair, maintenance and use of the Pump Station. Grantor hereby reserves the right to use the Easement Area so long as such use does not impede the rights granted to Grantee hereunder, and in no event shall Grantor construct any structures, improvements, fences, gates, stairs, walls or barriers or plant vegetation within the Easement Area which have the effect of blocking access to or from the Pump Station Location.

6. Indemnification. Except to the extent that the accident, injury, loss, or damage is caused by, or attributable to, Grantor's negligence, Grantee shall indemnify and hold Grantor harmless from and against all claims, liens, liabilities and expenses (including attorneys' fees) relating to accidents, injuries, loss, or damage of or to any employee, contractor, or agent or any other person acting on behalf of Grantee occurring in the Easement Area or otherwise related to Grantee's exercise of its rights under this Agreement.

Except to the extent that the claim, demand, loss, action, or liability is caused by, or attributable to, Grantee's negligence, Grantor agrees to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantor or Grantor's agents or invitees within or with respect to the Easement.

7. Binding Effect. The benefits and burdens of this Easement Agreement shall run with the land and shall be binding upon the heirs, executors, administrators, personal representatives, transferees, or successors in interest or assigns of the Parties. The rights and obligations set forth herein shall not be extinguished by nonuse or abandonment, by the doctrine of merger, or by transfer of any interest in the affected properties.

8. Amendment. This Easement Agreement may not be modified or amended without the prior written approval of the Parties, or their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Access Easement to be executed effective as of the day and year first written above.

GRANTOR:

WELLS FARGO BANK, N.A.,  
AS TRUSTEE OF THE TITLE  
HOLDING TRUST DATED 10-06-99

By: [Signature]  
Name: Mark Lusier  
Its: Vice President

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that MARK LUSIER is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the VICE PRESIDENT of Wells Fargo Bank, N.A., the Trustee of the Title Holding Trust dated 10-06-99, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 11<sup>TH</sup> day of JANUARY, 2018.

[Signature]  
(Signature of Notary)

JESSICA A. WESTERHOLD  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at SEATTLE

My appointment expires APRIL 10, 2019



GRANTEE:

CITY OF MERCER ISLAND, WASHINGTON

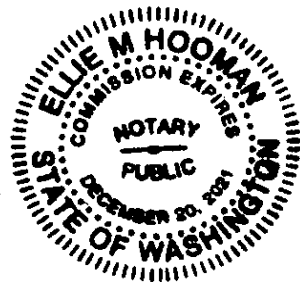
By: *Julie Underwood*  
Name: Julie Underwood  
Its: City Manager

STATE OF WASHINGTON |  
COUNTY OF KING | ss.

I certify that I know or have satisfactory evidence that Julie Underwood is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the City Manager of the City of Mercer Island, Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 10<sup>th</sup> day of January, 2018.

*Ellie Hooman*  
(Signature of Notary)



Ellie Hooman  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,  
residing at Mercer Island City Hall

My appointment expires 12/20/2021

Exhibit A  
Legal Description of Grantor Property

THE EAST 105 FEET OF THE WEST 195 FEET OF THAT PORTION OF GOVERNMENT LOT 1 OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTH OF NORTH MARGIN OF SOUTHEAST 20TH STREET AS SAID STREET IS PLATTED IN THE PLAT OF MERCER BEACH PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 46 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON (BEING PART OF VACATED PLAT OF MERCER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON); TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING AND ABUTTING THEREON LYING BETWEEN THE EAST AND WEST BOUNDARY LINES OF THE ABOVE TRACT PRODUCED AND EXTENDED.

Not Official Copy

**EXHIBIT B**

**Legal Description of Easement Area**

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL 'C' DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHEAST CORNER OF SAID PARCEL 'C';  
THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID PARCEL 'C',  
18.40 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE, NORTH 90°00'00" WEST,  
27.14 FEET;

THENCE NORTH 00°00'00" EAST, 7.50 FEET;

THENCE NORTH 90°00'00" EAST, 16.40 FEET;

THENCE NORTH 52°33'19" EAST, 7.94 FEET;

THENCE NORTH 15°06'39" EAST, 27.31 FEET;

THENCE NORTH 00°17'00" WEST, 60.14 FEET;

THENCE NORTH 02°12'57" WEST, 14.99 FEET;

THENCE NORTH 00°00'00" WEST, 111.04 FEET;

THENCE NORTH 00°00'00" EAST, 39.57 FEET;

THENCE NORTH 90°00'00" EAST, 16.37 FEET TO THE EAST LINE OF SAID PARCEL 'C';

THENCE ALONG SAID EAST LINE, SOUTH 00°03'00" EAST, 7.50 FEET;

THENCE NORTH 90°00'00" WEST, 8.88 FEET;

THENCE SOUTH 00°00'00" EAST, 32.07 FEET;

THENCE SOUTH 00°00'00" EAST, 110.90 FEET;

THENCE SOUTH 02°12'57" EAST, 14.97 FEET;

THENCE SOUTH 00°17'00" EAST, 61.28 FEET;

THENCE SOUTH 15°06'39" WEST, 39.07 FEET TO THE POINT OF BEGINNING.

**PARCEL 'C'**

THE EAST 105 FEET OF THE WEST 195 FEET OF THAT PORTION OF GOVERNMENT LOT 1 OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTH OF NORTH MARGIN OF SOUTHEAST 20TH STREET AS SAID STREET IS PLATTED IN THE PLAT OF MERCER BEACH PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 46 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON (BEING PART OF VACATED PLAT OF MERCER

PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF  
PLATS, PAGE 27, IN KING COUNTY, WASHINGTON);

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING AND  
ABUTTING THEREON LYING BETWEEN THE EAST AND WEST BOUNDARY  
LINES OF THE ABOVE TRACT PRODUCED AND EXTENDED.

Unofficial Copy



