

Record Date:12/11/2020 7:18 AM

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Hiways International, PLLC
11900 NE 1st St, Suite 300
Bellevue, WA 98005
Attn: Hansi Men

Document Title:	Private Utility Easement Agreement
Grantor(s):	Wen Hu and Chinan Li, husband and wife
Grantee(s):	Wen Hu and Chinan Li, husband and wife
Legal Description (abbreviated: i.e., lot, block, plat or section, township, range):	HILLMANS C D SEA SHORE LAKE FRONT "LOT B" OF FOLLOWING - MERCER ISLAND APPROVED SUBDIV OF SEC 4 - ORD 59 DATED DECEMBER 18TH 1968 DAF - TRACTS 498-499-500-501 &574 & SH LDS ADJ LESS CO RD LESS SELY 80 FT OF NE 150 FT OF POR SWLY OF CO RD OF TR 574 & UNPLATTED STRIP ADJ Additional legal is on page 10 of document.
Assessor's Property Tax Parcel or Account Number at the time of recording:	3358500450
Reference Number(s) of Documents assigned or released:	N/A

[REMAINDER OF PAGE LEFT BLANK]

PRIVATE UTILITY EASEMENT AGREEMENT

This PRIVATE UTILITY EASEMENT AGREEMENT (this "Agreement"), made effective as of the date the last party hereto executes this Agreement (the "Effective Date"), is entered into between WEN HU and CHINAN LI, husband and wife (hereinafter, collectively, the "Grantors") and WEN HU and CHINAN LI, husband and wife (hereinafter, collectively, the "Grantees").

WHEREAS, Grantees are the fee owners of certain land located in the City of Mercer Island, County of King, and State of Washington, and more particularly described in Exhibit I attached hereto and made a part hereof (Tax Parcel ID: 3358500454; hereinafter, "Parcel A"). Parcel A abuts Parcel B;

WHEREAS, Grantors are the fee owners of certain land located in the City of Mercer Island, County of King, and State of Washington, and more particularly described in Exhibit II attached hereto and made a part hereof (Tax Parcel ID: 3358500450; hereinafter, "Parcel B");

WHEREAS, Grantees are planning a single-family residence on Parcel A and have been requested by the City of Mercer Island to obtain a private utility easement from the owner of Parcel B for the purpose of constructing sewer and drainage lines on Parcel B despite the fact that both Parcel B and Parcel A are owned by the same owner as of the date of this Agreement; and

WHEREAS, Grantors are willing to grant to Grantees an easement for building and maintaining utilities servicing Parcel A over such portion of Parcel B (the "Easement Area") as highlighted on the drawing in Exhibit III attached hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration paid by Grantees to Grantors and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant.** Grantors hereby grant and convey to Grantees, their heirs, legal representatives, successors, and assigns, and to any future owner of Parcel A, a perpetual, non-exclusive private utility easement (the "Easement") in, under, upon, about, over, and through the Easement Area located on Parcel B, for the benefit of the owner of Parcel A. The Easement shall serve the purpose of building and maintain sewer and drainage lines serving the residence on Parcel A, together with all facilities, connectors, and appurtenances ("Lines").
2. **Use.** For the avoidance of doubt and notwithstanding the generality in Section 1, Grantee may use the Easement to access, lay, construct, operate, maintain, repair, remove, replace, improve, extend, remove, renew and operate the Lines.
3. **Access.** Grantees shall be permitted access to a reasonable area of Parcel B nearby the Easement Area (the "Access Area") as determined by the Grantee to be reasonably necessary to access the Easement Area to enable Grantee to exercise its rights hereunder. Grantee may only access the Access Area between the hours of 08:00 a.m. PST and 08:00 p.m. PST, Monday through Friday, unless in the case of an emergency or otherwise consented to in writing by Grantor. Grantee agrees not to interrupt Grantor's use of Parcel B, and if such interruption is necessary, such interruption shall be temporary in nature and designed to limit any interruption of access to and from the remaining lands of Grantor. In the event of emergency, Grantee shall provide verbal notice to Grantor prior to entering onto the Access Area.

4. Improvements. Grantees may construct improvements over, under, in, along, across, and upon the Easement Area that are reasonably related to both the purpose of the Easement and Grantees' use and enjoyment of the Easement (the "Improvements"), upon receipt of the prior written consent of Grantor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, any Improvements made over, under, in, along, across, and upon the Easement Area, shall not interfere with the Grantor's, or any other occupant's, reasonable use and enjoyment of Parcel B.

5. Plans. Upon Grantor request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the Improvements installed in the Easement Area.

6. Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Parcel B, all costs and expenses incurred by Grantee in connection with the construction and maintenance of the Improvements. Grantee hereby acknowledges and agrees that if any lien is filed against Parcel B as a result of the Easement or Grantee's activities in the Easement Area and Grantee has not had such lien removed of record within sixty (60) days of the date of the initial filing of such lien, Grantee shall be in default of this Agreement, and Grantor shall have the right to exercise all of its remedies pursuant to this Agreement, at law and in equity.

7. Compliance with Laws. Grantees shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules, and regulations of all governing public authorities as those statutes, ordinances, rules, and regulations are amended from time to time.

8. Maintenance and Repair. In the event the surface of any portion of the Easement Area is disturbed by Grantees' exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. Grantees hereby assumes the obligation, including all costs and expenses, to maintain and repair the Easement Area and Access Area.

9. Reservation of Rights. All right, title, and interest in and to the Easement Area and/or Access Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantors.

10. Representations and Warranties. Grantors hereby represent and warrant to Grantees that: (a) they have the full right, power, title, and interest to make the within grant of Easement to Grantees; (b) such grant of Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantees pursuant to the terms hereof; and (c) Grantees' easement rights hereunder shall not be defeased, impaired, and adversely affected by superior title.

11. Relocation. Grantors or Grantees may relocate the Easement if prior written consent is obtained from the non-requesting party.

12. Grantors' Use of Property. Grantors reserve the right to use Parcel B in any manner and for any purpose that does not interfere with Grantees' Easement rights and its use of the Easement.

13. Transferability. The parties to this Agreement hereby acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

14. Default and Remedies. In the event of a default by Grantors or Grantees, the non-defaulting party may seek any and all remedies permitted by law.

15. Grantors Not Liable. In no event shall Grantors be liable for any damage to, or loss of personal property or equipment sustained by Grantees within the Easement Area and/or Access Area, whether or not it is insured, even if such loss is caused by the negligence of Grantors.

16. Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GRANTORS HEREUNDER, OR FOR ANY OTHER REASON, GRANTORS SHALL NOT BE LIABLE TO GRANTEEES FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

17. Indemnification. Grantees shall indemnify, defend, and hold Grantors harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by Grantors arising from or by reason of Grantees' access to, or use of the Easement Area and Access Area.

18. Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorneys' fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

19. Subordination. Grantors shall obtain a subordination and non-disturbance agreement any and all lienholders holding a lien against Parcel B, subordinating such agreements of lien to this Agreement.

20. Amendment. This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.

21. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON. EACH PARTY HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED IN STATE OR FEDERAL COURTS LOCATED IN THE STATE OF WASHINGTON, UNLESS SUCH ACTIONS OR PROCEEDINGS ARE REQUIRED TO BE BROUGHT IN ANOTHER COURT TO OBTAIN SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE AFORESAID COURTS, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 21.

22. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

23. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

24. Further Cooperation. Each of the signatories to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed as of the Effective Date.

GRANTORS:

 Wen Hu Oct. 29, 2020
Wen Hu Date

 Chinan Li Oct. 29, 2020
Chinan Li Date

GRANTEES:

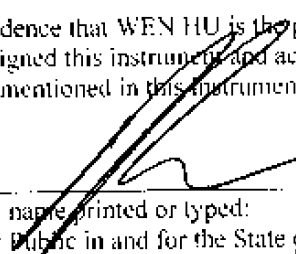
 Wen Hu Oct. 29, 2020
Wen Hu Date

 Chinan Li Oct. 29, 2020
Chinan Li Date

People's Republic of China)
Guangdong Province)
Guangzhou) ss:
STATE OF)
Consulate General of the) ss:
United States of America)
COUNTY OF)

I certify that I know or have satisfactory evidence that WEN HU 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 this instrument.

Dated: 29 OCT 2020


Margaret Tagge
Consular Associate

Notary name printed or typed:

Notary Public in and for the State of:

Residing at:

My appointment expires:

**Consulate General of the United States
Guangzhou China**

**PRESIDENTIAL COMMISSIONS
DO NOT EXPIRE**

People's Republic of China)
Guangdong Province)
Guangzhou) ss:
STATE OF Consulate General of the) ss.
COUNTY OF United States of America)

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

Dated: 29 OCT 2020



Notary name (printed or typed):
Notary Public in and for the State of: **Consulate General of the United States**
Residing at: **Guangzhou China**
My appointment expires:

**PRESIDENTIAL COMMISSIONS
DO NOT EXPIRE**

**EXHIBIT 1
LEGAL DESCRIPTION OF PARCEL A**

TRACTS 498, 499, 500, 501, AND 574 IN C. D. HILLMAN'S SEA SHORE LAKE FRONT GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS ON PAGE 44 IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF SAID TRACT 574 LYING NORTHEASTERLY OF A LINE PARALLEL WITH AND DISTANT SOUTHWESTERLY 270 FEET FROM (AS MEASURED AT RIGHT ANGLES TO) THE SOUTHWESTERLY LINE OF THE PRESENT ALIGNMENT OF WEST MERCER WAY (HAVING A RIGHT ANGLE WIDTH OF 60 FEET);

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING; AND

TOGETHER WITH ANY UNPLATTED UPLANDS LYING BETWEEN SAID TRACTS AND SAID SHORE LANDS ADJOINING;

ALSO TOGETHER WITH THE NORTHEASTERLY 270 FEET OF THAT PORTION OF SAID TRACT 574, C. D. HILLMAN'S SEA SHORE LAKE FRONT GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 44, IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF THE PRESENT ALIGNMENT OF WEST MERCER WAY (HAVING A RIGHT ANGLE WIDTH OF 60 FEET);

EXCEPT THE NORTHEASTERLY 150 FEET OF THE SOUTHEASTERLY 80 FEET THEREOF.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL ID: 335850454

**EXHIBIT II
LEGAL DESCRIPTION OF PARCEL B**

TRACTS 498, 499, 500, 501, AND 574, C. D. HILLMAN'S SEA SHORE LAKE FRONT GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 44, IN KING COUNTY, WASHINGTON:

EXCEPT THAT PORTION OF SAID TRACT 574 LYING NORTHEASTERLY OF A LINE PARALLEL WITH AND DISTANT SOUTHWESTERLY 270 FEET FROM (AS MEASURED AT RIGHT ANGLES TO) THE SOUTHWESTERLY LINE OF THE PRESENT ALIGNMENT OF WEST MERCER WAY (HAVING A RIGHT ANGLE WIDTH OF 60 FEET);

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING; AND

TOGETHER WITH ANY UNPLATTED UPLANDS, LYING BETWEEN SAID TRACTS AND THE SHORE LANDS ADJOINING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL ID: 335850450

EXHIBIT III
DRAWING HIGHLIGHTING EASEMENT AREA ON PARCEL B

