



20250326000471

EASEMENT Rec: \$313.50  
3/26/2025 12:52 PM  
KING COUNTY, WA

Return Address:

EWAN ROBERT RANKIN  
3638 ISLAND CREST WAY  
MERLER ISLAND  
WA, 98040

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. WATERLINE EASEMENT 2. EXHIBIT "A"
- 3. EXHIBIT "B"
- 4. EXHIBIT "C"

Reference Number(s) of Documents assigned or released:

Additional reference #'s on pages 11 of document

Grantor(s) Exactly as name(s) appear on document

- 1. RUSSELL & TAMARA FEDERMAN
- 2. \_\_\_\_\_

Additional names on page 1 of document.

Grantee(s) Exactly as name(s) appear on document

- 1. EWAN ROBERT RANKIN
- 2. \_\_\_\_\_

Additional names on page 1 of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

THE NORTH 10 FEET OF LOT 1, BLOCK 2, LUCAS HILL DIVISION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 56 OF PLATS, PAGE 93, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN WARDER ISLAND, Additional legal is on page 10 of document. COUNTY OF KING, STATE OF WASHINGTON.

Assessor's Property Tax Parcel/Account Number

Assessor Tax # not yet assigned

assigned KING-COUNTY TAX ID # 4A5700-0085

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Return Recorded Document to:  
Ewan Robert Rankin  
3633 Island Crest Way  
Mercer Island, WA 98040

**GRANT OF WATER SERVICE LINE UTILITY EASEMENT**

THIS GRANT OF WATER SERVICE LINE UTILITY EASEMENT ("**Easement**") is dated as of the 20th day of March 2025, by Russell and Tamara Federman (hereinafter "**Grantor**") and Ewan Robert Rankin, who resides at 3633 Island Crest Way, Mercer Island, WA 98040 (hereinafter "**Grantee**").

WHEREAS, Grantor is the owner of certain real property located at 8204 SE 38<sup>th</sup> Place, Mercer Island, WA 98040, legally described in **Exhibit "A"** attached hereto (the "**Grantor's Property**").

WHEREAS, Grantee is the owner of a certain real property legally described in **Exhibit "B"** attached hereto (the "**Grantee's Property**"). The Grantee's property is within or adjacent to the Grantor's Property.

WHEREAS, Grantee desires to run a new residential water line across the Grantor's Property to Grantee's Property.

WHEREAS, Grantor has agreed to convey to Grantee an easement over, under and across the Property (the "**Easement Area**"), as described in **Exhibit "C"** attached hereto and made a part hereof.

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

1. **Grant of Easement.** Grantor hereby grants to Grantee, its heirs, successors and assigns, a non-exclusive easement over, under and across the Easement Area to provide ingress, egress, and for the installation, operation and maintenance of a residential waterline (the "**Waterline**") to service the Grantee's residence.
  - a. Prior to installation of the Waterline, Grantee shall provide to Grantor a diagram showing the precise location of the Waterline, specifying its location within the

Easement Area, and the intended depth of the pipe. To the extent that municipal laws or regulations require the Grantee to obtain a permit before installing the Waterline, the Grantee shall be solely responsible to obtain and pay for the required permit before beginning any work. The Grantee shall also provide to Grantor a copy of the plans and any related permit documents before commencing the work.

**2. Installation of Waterline.**

- a. Before commencing installation of the Waterline, Grantee shall provide the name of the licensed/registered contractor, proof of a comprehensive general liability policy, and bond.
- b. Grantee's contractor shall contact Grantor prior to beginning its work, to arrange a time and date for the work.
- c. All work on the Waterline shall take place during the hours of 9:00 a.m. to 5:00 p.m. unless Grantor approves in writing additional hours.
- d. Grantee's contractor, its subcontractors, suppliers and workers, shall respect the Grantor's property, attempt to stay within the Easement Area when traversing the Grantor's property, and clean it on a daily basis so as to minimize mud and other debris.
- e. Grantee's planned route of the Waterline shall take into consideration the location of the existing sprinkler system. Where necessary, Grantee shall arrange to relocate the sprinkler system, with Grantor's approval and at Grantee's expense. Further, to the extent the planned waterline may require trenching in the location of any existing trees on Grantor's property, Grantee shall consult with an arborist to ensure the safety and survival of the trees. If it should be absolutely necessary to remove a tree, Grantee shall consult with Grantor on an appropriate replacement of a comparable size and value.
- f. If Grantee's contractor encounters any utility lines in the Easement Area, Grantee and its contractor shall apprise the Grantor of such utilities and discuss which, if any, may have to be relocated. Under no circumstances shall Grantee or its contractor cut or otherwise damage any existing utilities before receiving Grantor's approval of the same.
- g. Grantor's fence appears to lie in the path of the proposed Waterline. To the extent necessary, Grantee shall propose a plan to remove a section of the existing fence and at Grantee's expense to relocate and replace it elsewhere on Grantor's property as Grantor specifies.

- h. At the end of the installation of the Waterline, Grantee and its Contractor shall provide an “as built” drawing, showing the precise location of the Waterline, including a reference to its depth. To the extent Grantee has installed any access point or “cleanout”, such locations shall be shown on the drawing.
- i. Grantee and its agents shall be solely responsible for the design and installation of the Waterline following issuance of any required permits. If, during the course of installation, Grantee or its agents encounters any conditions that require correction, repairs, or other unexpected changes in the plans, Grantee shall inform the Grantor in writing of all such developments.
- j. The granting of the Easement and the installation of the Waterline, all as described and authorized herein, shall not create any other rights or affect the estates of either Grantor or Grantee except as set forth herein.
- k. Upon completion of construction, Grantee shall restore the Easement Area to equal or better condition than existed prior to the installation of the Waterline. The parties hereto shall take photos of the pre-existing condition and use those as a guide for completion of the work.

3. **Term.** The Easement, rights and privileges herein granted shall be continuous and run with the land upon mutual execution hereof, provided, however, this Easement shall terminate immediately if the Waterline Easement is no longer necessary to provide water service to the Grantee (i.e., if the Grantee is able to obtain an alternative and adequate source of water for Grantee’s property from another source), or by mutual agreement of the parties. Upon termination of this Easement for any reason, at Grantor’s request, Grantee shall execute with acknowledgement and deliver a notice of termination in form suitable for recording in the official records of King County and the City of Mercer Island.

4. **Termination for Default.** Upon Grantee’s default hereunder, Grantor may deliver to Grantee a written notice of default, stating with specificity the nature of Grantee’s default. If Grantee has not cured the default within a reasonable time (but not more than 30 days for a monetary default and 40 days for a non-monetary default) after receipt of the notice of default, Grantor may terminate this Easement effective immediately upon receipt by Grantee of Grantor’s written notice of termination.


5. **Indemnification.** Grantee agrees to indemnify, defend and hold Grantor harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorneys’ fees and court costs) resulting from its use of the


Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its servants or agents.

6. **Insurance.** Grantee will carry, at its own cost and expense, a reasonable amount of insurance for any property damage of the Grantor's property during and after the initial construction.
7. **Notices & Contacts.** All notices hereunder must be in writing and shall be sent certified mail, return receipt requested, to Grantor at 8204 SE 38<sup>th</sup> Place, Mercer Island, WA 98040 and to Grantee at 3633 Island Crest Way, Mercer Island, WA 98040.
8. **Entire Agreement.** This Easement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations or representations not expressly set forth in this Easement are of no force and effect.
9. **Binding Effect.** This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee.
10. **Amendments.** Any modification or other termination of this Easement shall become effective only upon the execution by Grantor and Grantee of a written instrument.
11. **Recording.** Grantor agrees to execute a Memorandum of this Easement, and any amended Memorandum of Easement reflecting any material modifications to this Easement, which Grantee may record in the office of the County Clerk of King County, WA.
12. **Legal Fees.** Grantee shall provide payment of \$1500.00 to Grantor to cover legal fees incurred in connection with the preparation of this Easement Agreement.
13. **Relocation of Easement and Waterline.** If Grantor or any of its successors or assigns wishes to relocate the Easement and the Waterline for any reason, Grantor shall propose such relocation and prepare suitable drawings showing the same to Grantee. Within thirty (30) days of providing such notice to Grantee of its plans, Grantor shall have the right to relocate the Waterline in a new area, hereafter referred to as the Easement Relocation Area. Grantor shall be solely responsible for the work and the preparation of a new easement agreement showing the location of the Easement Relocation Area and Waterline. The costs of such Waterline relocation shall be shared equally by the Grantor and Grantee. The parties shall execute an amendment to this Easement Agreement attaching thereto a drawing showing the new Easement Relocation Area.

IN WITNESS WHEREOF, this Grant of Easement has been executed and delivered as of the day and year first above written.

GRANTOR: Russell Federman and Tamara Federman

By:   
Name: Russell Federman  
Title: Grantor  
Date: 3/20/25

By:   
Name: Tamara Federman  
Title: Grantor  
Date: March 20, 2025

GRANTEE: Ewan Robert Rankin

By:   
Name: Ewan Rankin  
Title: Grantee  
Date: March 20<sup>th</sup> 2025

**GRANTOR ACKNOWLEDGMENT**

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Russell Federman and Tamara Federman are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument in their authorized capacity to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated this 20<sup>th</sup> day of MAY, 2025



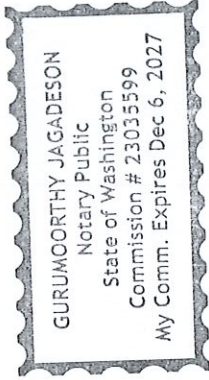
Gurumorthy  
NOTARY PUBLIC in and for the State of Washington  
residing at MORCON Island  
My appointment expires Dec 6 2027  
Print Name GURUMORTHY JAGADESON

**GRANTEE ACKNOWLEDGMENT**

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that Ewan Robert Rankin is the person who appeared before me, and said person acknowledged that he signed this instrument in his authorized capacity to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 20<sup>th</sup> day of MAY, 2025



Gurumoorthy  
NOTARY PUBLIC in and for the State of Washington  
residing at MERCER ISLAND  
My appointment expires Dec 6 2027  
Print Name GURUMOORTHY JAGADESON

EXHIBIT "A"

The "Grantors" Property

Property Address: 8204 SE 38th Place Mercer Island, WA. 98040

King County Property Tax ID #445790-0085

LEGAL DISCRPTION

LUCAS HILL DIV # 2, Plat Block: 2, Plat lot: 1

EXHIBIT "B"

The "Grantee's Property

Property Address: 3633 Island Crest Way Mercer Island, WA. 98040

King County Tax Property Tax ID # 122404-9058

LEGAL DISCRPTION

POR OF 7 S AC OF N 16 AC OF S  $\frac{3}{4}$  OF E  $\frac{1}{2}$  OF E  $\frac{1}{2}$  OF SE  $\frac{1}{4}$  DAF-BEG ON S LN OF SD 7 AC  
TR 80 FT E OF SW COR TH N PLW W LN SD TR 100 FT TH N 52-56-00 E 46.46 FT TO CO RD  
TH SE ALG SWLY LN OF CO RD 160.22 FT TO S LN OF SD 7 AC TR TH W ALG SD S LN 133.84  
FT TO BEG.

EXHIBIT "C"

Water Service Line Utility Easement

LEGAL DISCRIPTION

THE NORTH 10 FEET OF LOT 1, BLOCK 2, LUCAS HILL DIVISION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 56 OF PLATS, PAGE 93, RECORDS OF KING COUNTY, WASHINGTON. SITUATED IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "C"

SURVEY MAP ATTACHED