

AFTER RECORDING RETURN TO:

Artoush Fanaiyan
P.O. Box 133
Bellevue, WA V98009

DOCUMENT TITLE:	Easement Amendment
REFERENCE NUMBER(S):	8411050574; 8412209004
GRANTOR(S):	Eng, Elaine Y.; Ng, Pak W.
GRANTEE(S):	Fanaiyan, Artoush
LEGAL DESCRIPTION:	Portions of Lots A and B, Mercer Island Short Plat 84-02-06, #8412209004
ASSESSOR'S PROPERTY TAX PARCEL NOS.	1574700165; 1574700170

EASEMENT AMENDMENT

THIS EASEMENT AMENDMENT is made this 21st day of October, 2025, by **Pak W. Ng**, and **Elaine Y. Eng**, (collectively referred to as "5812 Owner") between **Artoush Fanaiyan**, a single person, (referred to as "5818 Owner"). The 5812 Owner agrees with the 5818 Owner that the Easement recorded at King County Recording Number 8411050574 should be and is modified in the manner described in this amendment.

1. **Properties.** The Properties which are benefited and burdened by the Easement are:
 - a. **Benefited Property.** The property benefited by the Easement is commonly known as 5812 West Mercer Way, Mercer Island, Washington, 98040, and is legally described as:

Lot A, City of Mercer Island Short Plat No. MI-84-02-06, recorded under Recording Number 8412209004, records of King County, Washington, subject to all easements and encumbrances of record.

- b. **Burdened Property.** The property burdened by the Easement is commonly known as 5818 West Mercer Way, Mercer Island, Washington, 98040, and is legally described as:

Lot B, City of Mercer Island Short Plat No. MI-84-02-06, recorded under Recording Number 8412209004, records of King County, Washington, subject to all easements and encumbrances of record.

2. Easement. The Easement granted by the 5818 Owner to the 5812 Owner and recorded at King County Recorder's No. 8411050574 was created for the purpose of connecting the benefited property's sewer to the public sewer located in the public right-of-way. The Easement is four feet wide. The Easement, as recorded, does not contain a legal description for the placement of the sewer line or its Easement. The "as built" location of the sewer serving the benefited property of the 5812 Owner is unknown.

3. Amendment to Legal Description. The Easement recorded at King County Recorder's No. 8411050574 is amended to establish a legal description for the Easement on the burdened property. The location of the Easement shall be described in an "as built" survey of the actual location of the sewer line on the burdened property, after issuance of a certificate of occupancy of a residence constructed on the burdened property. The survey identifying the location of the existing sewer or any relocated sewer shall be recorded with a reference to the Easement and this Amendment no later than 60 days following final inspection of the residence constructed on the burdened property. In the event that such a survey is not recorded for any reason, the legal description of the Easement shall be modified to describe the "as built" location of the sewer.

4. Relocation of Easement. The 5818 Owner's sole cost and expense, in order to provide vehicle and/or pedestrian access from the street to the house or back of the property on the burdened property, the 5818 Owner may choose to relocate all or a part of 5812 Owner's existing sewer line (and to its corresponding Easement) on and over the burdened property. This Amendment is intended to give the 5818 Owner the right to construct a conventional driveway (i.e., concrete, cement, tar, gravel or pavers) on and over the existing or relocated sewer line and Easement, the result of which would be to block and or otherwise interfere with 5812 Owner's current Easement rights. Thus, the 5818 Owner may construct such a driveway (hereafter, the "Project"), so long as the sewer line remains useable for its intended purpose and the 5818 Owner complies with the terms and conditions of this Amendment.

a. Cost to Relocate. The 5818 Owner shall pay all costs relating directly or indirectly to the Project including but not limited to permitting, inspection fees, drafting documents, recording fees, surveying fees, attorney fees, constructing and connecting a relocated sewer.

b. Consent and Approval. Since the 5812 Owner possesses and intends to maintain an interest in where its sewer connection is located, the relocation of the existing piping shall not be done without the written approval and consent of the 5812 Owner, whose consent or approval shall not be unreasonably withheld and so long as it is at no cost to the 5812 Owner. To obtain 5812 Owner's approval or consent, 5818 Owner shall provide 5812 Owner with drawings and specifications of the proposed relocation of the sewer line, including the location, measurements, and materials or piping to be used.

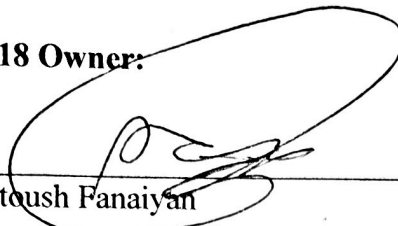
c. Depiction and Location of Relocated Sewer Line. When and if any portion of the Easement and the sewer line are discovered, the 5818 Owner shall notify the 5812 Owner of the approximate location of the Easement and sewer line in relation to the survey of the burdened property, and provide a depiction of the sewer line's approximate location on a survey map.

7. Indemnification of 5812 Owner. The 5818 Owner agrees to indemnify, defend and hold the 5812 Owner harmless from all claims and damages related to the 5818 Owner's construction, operation, maintenance, repair and replacement of all improvements placed in the Easement. The indemnification by the 5818 Owner shall include all claims, liabilities or damages of any nature or kind, including but not limited to personal injury claims of any individual or damage to property (i.e., land, improvements, trees, vegetation, landscaping, etc.) on the burdened or benefited property and all costs including legal fees arising from the use, development, and construction activities on the burdened property, including but not limited to physical damage to the sewer line, which damage may include but is not limited to, racking, settling, improper installation or connection of the sewer line, or collapse resulting from construction activities on the burdened property. Also included within the scope of this indemnification is damage caused by equipment, materials, excavation, or the weight or existence of any structures constructed on the burdened property. All work in the Easement performed by the 5818 Owner shall be performed by licensed contractors, after issuance of any permits required by applicable law.

8. Miscellaneous. In the event of any controversy, claim or dispute between the parties effecting or relating to the subject matter or performance of this Easement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable litigation expenses, reasonable attorneys' fees, accountant's fees, expert witness fees and costs. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns. There is no restriction on the transfer of the parties' rights and/or duties herein. To the extent that this Amendment conflicts with the Easement initially granted, this Amendment shall control.

Signatures begin on next page

5818 Owner:



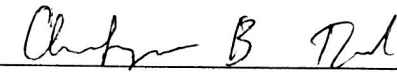
Artoush Fanaiyan

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Artoush Fanaiyan is the person who appeared before me, 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: 10/22/25 2025

Chaithannya B Thandu
State of Washington
Commission Expires 08/20/2029
Lic. No. 25027540



CHAITHANNYA B THANDU (Printed Name)
Notary Public
My Appointment Expires: 8/20/29

AGREEMENT FOR AMENDMENT OF EASEMENT

This Agreement for modification of the location of an easement is made by Pak W. Ng and Elaine Y. Eng, owners of the residential lot known as 5812 West Mercer Way, Mercer Island, Washington, 98040, which is benefited by an easement ("5812 Owner") and Artoush Fanaiyan, and designated as 5818 West Mercer Way, Mercer Island, 98040. Which is burdened by the easement ("5818 Owner"), effective on the date of the Amendment's mutual execution. The parties agree as follows:

1. The easement which is the subject of the modification, recorded at King County Recorder's Number 8411050574, and later referred to in the short plat which created the lots located at 5812 West Mercer Way and 5818 West Mercer Way recorded at King County Recorder's Number 8412209004, shall be modified in the manner described in the Amendment which has been executed contemporaneously with this Agreement.

2. The 5812 Owner has or will obtain review of the Amendment by an attorney. The 5818 Owner will pay for the attorney's fees billed to the 5812 Owner for the actual time spent by the 5812 Owner's attorney reviewing the Amendment, but not to exceed two hours of actual time spent, upon the 5812 Owner's delivery of the fully-executed Amendment in a form acceptable to the 5818 Owner.

3. Also upon the 5812 Owner's delivery of a fully-executed Amendment in a form acceptable to the 5818 Owner, the 5818 Owner shall pay to the 5812 Owner the sum of \$3,500 in consideration for the 5812 Owner's execution of the Amendment.

Agreed:



Pak W. Ng

Date: 10/21/2025



Elaine Y. Eng

Date: 10/21/2025



Artoush Fanaiyan

Date: 10/22/2025

Shipment Receipt: Page #1 of 1

THIS IS NOT A SHIPPING LABEL. PLEASE SAVE FOR YOUR RECORDS.

SHIP DATE:
Wed 22 Oct 2025

SHIPMENT INFORMATION:
UPS Ground Residential
0 lb 1.2 oz actual wt
1.000 lb billable wt
15.00x12.00x0.75 in

EXPECTED DELIVERY DATE:
THUR 23 OCT 2025 EOD

SHIP FROM:
ARTOUSH FANAIYAN
13401 NE 50TH ST
Bellevue WA 98005
(425) 890-9995

Tracking Number: 1z8351940312905002
Shipment ID: MMH4J2M14ASK0
Ship Ref 1: - -
Ship Ref 2: - -

SHIP TO:
DAVID S KERRUISH
1711 MORAN AVE
SNOHOMISH WA 98290-1514
Residential

DESCRIPTION OF GOODS:
DOCS

SHIPPED THROUGH:
THE UPS STORE #2022
REDMOND WA 98052-0900
(425) 869-7447

SHIPMENT CHARGES:
Ground Residential 13.17
Service Options 0.00
CMS Processing Fee 0.22

Total \$13.39

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<http://theupsstore.com> (select Tracking, enter Shipment ID #) SHIPMENT
QUESTIONS? Contact SHIPPED THROUGH above.
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<https://online.upsccapital.com/tccp>

ShipmentID: MMH4J2M14ASK0



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