

Instrument Number: 20220627000859 Document:EAS Rec: \$208.50 Page-1 of 6
Record Date:6/27/2022 1:35 PM
King County, WA EXCISE TAX NOT REQUIRED BY LISA OHLEN, DEPUTY

When recorded return to:
Derek and Eileen Cheshire
7615 E. Mercer Way
Mercer Island, WA 98040

WATER AND SEWER EASEMENT AND MAINTENANCE AGREEMENT (6)
(Grant, Dedication and Reservation)

GRANTOR: Derek L. Cheshire and Eileen L. Cheshire, husband and wife.
GRANTEE: Derek L. Cheshire and Eileen L. Cheshire, husband and wife.
LEGAL DESCRIPTION (Abbreviated): PTN. GOVT LT 5 & 6, SEC 30-24-5E, W.M.
ASSESSOR'S TAX PARCEL NO.: 302405-9036-00.
REFERENCE NUMBER FOR DOCUMENTS RELEASED OR ASSIGNED: None.

THIS AGREEMENT is made this ___ day of March, 2022, between Derek L. Cheshire and Eileen L. Cheshire, husband and wife, Grantor (Cheshire), and all present and future owners of the property legally described in Exhibit A and A-1, made a part hereof, as Grantee. This agreement is made for and on behalf of their legal representatives, heirs, successors and assigns.

Whereas, Cheshire is the owner of the following described property commonly referred to as Lot 1 and Cheshire grants, reserves, dedicates and conveys an easement for water and sewer and utilities as described herein, across, under and in a portion which shall serve as the servient estate of the property legally described as:

THE NORTH 148.375 FEET OF GOVERNMENT LOT 6, SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST,
WILLAMETTE MERIDIAN, IN KING COUNTY;
EXCEPT THE WEST 1000 FEET;
ALSO THE NORTH 148.37 FEET OF A PORTION OF GOVERNMENT LOT 5, LYING WESTERLY OF EAST MERCER WAY, SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

EXCISE TAX NOT REQUIRED
King Co. Records Division
By Lisa J. Ohlen Deputy

Instrument Number: 20220627000859 Document:EAS Rec: S208.50 Page-2 of 6
Record Date:6/27/2022 1:35 PM King County, WA

Whereas, Cheshire platted the property into a new Lot 2 and

Whereas, the present and future owners of the property commonly known as Lot 2 are or will be the owner of the following described property that shall serve as the dominant estate and is legally described as follows:

THAT PORTION OF THE NORTH 148.375 FEET OF GOVERNMENT LOT 6;
EXCEPT THE WEST 1000 FEET;
ALSO THE NORTH 148.37 FEET OF A PORTION OF GOVERNMENT LOT 5, LYING
WESTERLY OF EAST MERCER WAY;
ALL IN SECTION 30, TOWNSHIP 24 NORTH, RANGE 5, EAST, WILLAMETTE
MERIDIAN, IN KING COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT
LOT 5 AND THE WESTERLY RIGHT-OF-WAY MARGIN OF EAST MERCER WAY;
THENCE N88°51'48"W, ALONG SAID NORTH LINE, 136.93 FEET TO THE
POINT OF BEGINNING;
THENCE CONTINUING N88°51'48"W 568.22;
THENCE S01°13'38"W 148.37 FEET;
THENCE S88°51'48"E 470.05 FEET, TO SAID WESTERLY MARGIN AND A
POINT OF NON-RADIAL INTERSECTION WITH A 603.14-FOOT RADIUS CURVE
TO THE RIGHT, THE CENTER OF WHICH BEARS S34°48'30"E;
THENCE NORTHEASTERLY, ALONG SAID CURVE AND MARGIN, THROUGH A
CENTRAL ANGLE OF 04°45'12", A DISTANCE OF 50.04 FEET TO A POINT OF
NON-TANGENCY;
THENCE N67°25'49"W 20.08 FEET;
THENCE N34°46'02"E 136.17 FEET TO THE POINT OF BEGINNING.

Whereas, all parties desire to grant, reserve, use, maintain,
dedicate and convey an easement for purposes of water and sewer,
including pipes, appurtenances and utilities and

Whereas, all parties agree to reserve, dedicate, grant and
convey the right to install, construct and locate water and sewer
utilities on, in, under, through and over the easement and

Whereas, the maintenance and operation of the easement and
utilities shall be as set forth herein.

In consideration of the conveyance, dedication, reservation
and grant of the easement described in this Agreement and for
other good and valuable consideration, the parties agree as
follows:

Instrument Number: 20220627000859 Document:EAS Rec: S208.50 Page-3 of 6
Record Date:6/27/2022 1:35 PM King County, WA

1. Grant, Dedication, Reservation and Conveyance of Easement.

Derek L. Cheshire and Eileen L. Cheshire, husband and wife, on behalf of their heirs, legal representatives, successors and assigns, hereby grants, reserves, dedicates and conveys an easement for water and sewer to all future and present owners of the Lot 2 property described above, all as legally described in Exhibit A across, along, in, over, under and through the property described below, for the purpose of ingress, egress, and for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing or using utilities, to include but not be limited to, water lines and sewer lines, connections and accessories, public or private, through said easement, including all connections, manholes and appurtenances, and the owners of the property described below, their heirs, successors and assigns, shall be granted ingress and egress limited to that which is necessary to construct, install, improve, repair and maintain said utilities and once installed, all parties using said easement shall ensure that said utilities are properly maintained, and each party using said easement or utilities shall share equally in the costs of the easement and utilities according to this Agreement, and the right to pass and repass along said property in order to provide access to and from the properties described below, for the purposes described herein. The easement shall be legally described as follows:

THAT PORTION OF THE NORTH 148.375 FEET OF GOVERNMENT LOT 6;
EXCEPT THE WEST 1000 FEET; ALSO THE NORTH 148.37 FEET OF A
PORTION OF GOVERNMENT LOT 5, LYING WESTERLY OF EAST
MERCER WAY; ALL IN SECTION 30, TOWNSHIP 24 NORTH, RANGE 5, EAST,
WILLAMETTE MERIDIAN, IN KING COUNTY,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE ABOVE-DESCRIBED
TRACT, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY MARGIN OF
EAST MERCER WAY; THENCE N88°51'48"W, ALONG THE NORTH LINE OF
SAID TRACT, 134.25 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTH LINE, N88°51'48"W 29.68 FEET;
THENCE S34°46'02"W 37.69 FEET; THENCE S55°13'58"E 5.00 FEET;
THENCE N34°46'02"E 17.00 FEET; THENCE S88°51'48"E 36.97 FEET;
THENCE N01°08'12"E 20.00 FEET TO THE POINT OF BEGINNING;
CONTAINS 803± SQUARE FEET (0.0184± ACRES)

An illustrative Exhibit A is attached and incorporated by this reference as though set forth in full.

2. Binding Effect. All parties to this agreement declare a

Instrument Number: 20220627000859 Document: EAS Rec: S208.50 Page-4 of 6
Record Date: 6/27/2022 1:35 PM King County, WA

covenant and restriction upon said lands described in this easement and grant, reserve and dedicate said land to the other, their heirs, legal representatives, successors and assigns and each party agrees that this agreement shall bind all present and future owners of the properties described above and in Exhibits A and B and that said grant, dedication, reservation and conveyance shall be and is intended as a covenant running with the land. It is further agreed that the Grantors, their heirs, successors and assigns, do hereby agree to grant, convey and establish said water easement or sanitary sewer easement to assign such easement to any utility company, regulatory authority or agency required by statute or regulation of any such company or organization.

3. Maintenance Agreement.

Maintenance and repair of any joint use of water or sewer Line(s) or appurtenances shall be the responsibility of each lot owner served by any line shall be as set forth on the face of the Plat and as set forth in this Agreement.

Each owner benefitting from a separate line shall be responsible for the cost of installing the water and sewer and utilities and shall be responsible for maintaining the sewer and utilities for any portion of the lines used exclusively by that property. This obligation shall be binding upon their heirs, legal representatives, successors and assigns. The portion of the water or sewer line used exclusively by and for the benefit of each Lot shall be operated and maintained at the sole cost and expense of that Lot owner, its heirs, legal representatives, successors and assigns. It is the specific intent of all of the parties to this Agreement to bind the present and future owners of the properties described above.

Those portions of the sewer line used by and benefiting both Lots 1 and 2, shall be operated and maintained equally by Grantors and Grantees, and their heirs, legal representatives, successors and assigns.

The Grantors, and the Grantee, and their respective heirs, successors or assigns, shall provide reasonable written notice to each other prior to repairing or maintaining said water or sewer line, which shall be a minimum of four days prior to such work unless an emergency exists. Said notice shall describe the reasons for and the work to be done, the approximate cost with a proposed allocation between Grantors and Grantee depending on which portion or portions of the water or sewer line the repair or maintenance is required and the date or dates scheduled for the repairs or

maintenance.

4. Use Indemnity. All parties to this Agreement, including all present and future owners, agree to indemnify and hold each other harmless from all claims arising from the use of the easements except for any parties gross negligence or willful misconduct.

5. Duration. This Agreement will continue perpetually in full force and effect so long as any property owner, whether now or in the future, shall use said easement.

6. Legal Effect. The easement created is appurtenant to each lot and shall not be transferred, assigned or encumbered except as is appurtenant to each lot.

7. Relocation. In the event of any inaccuracy or mis-description of any Easement, or in the event it is necessary to relocate any portion of the easement, all parties hereto, their heirs, legal representatives, successors or assigns hereby irrevocably bind themselves to execute all of the necessary documents to change, alter, amend or relocate any portion or easement as the case may be, without additional charge, cost or expense to the other party.

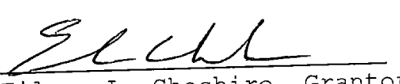
8. Attorney fees. In the event of any litigation or any proceeding to enforce any term of this agreement, the substantially prevailing party shall be entitled to recover from the other party all costs and expenses incurred and reasonable attorney fees.

9. No Merger of Estates. The easement granted herein shall not be extinguished or terminated by operation of the doctrine of merger or otherwise due to the existing or future common ownership of the real property described herein. The easement created is appurtenant to each lot and shall not be transferred, assigned or encumbered except as is appurtenant to each lot.

In witness whereof, this instrument has been executed effective on the date first written.


Derek L. Cheshire, Grantor


Derek L. Cheshire, Grantee


Eileen L. Cheshire, Grantor


Eileen L. Cheshire, Grantee

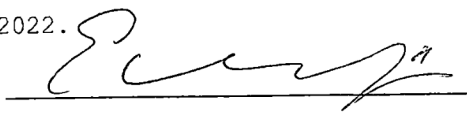
State of Washington:

Instrument Number: 20220627000859 Document:EAS Rec: S208.50 Page-6 of 6
Record Date:6/27/2022 1:35 PM King County, WA

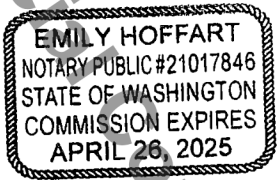
County of King:

On this day personally appeared before me Derek L. Cheshire and Eileen L. Cheshire, who signed this instrument and acknowledged it to be their free and voluntary act as Grantors for the use and purposes mentioned in the instrument.

Dated this 20 day of ^{April}~~March~~, 2022.



Notary Public in and for the State of Washington, residing at Renton: My commission expires: 4-26-25



Unofficial Copy