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SAMMAMISH PLAT EAS  
PAGE 001 OF 006  
10/09/2001 10:16  
KING COUNTY, WA

Recording Requested By And  
When Recorded Mail To

Sammamish Plateau Water and Sewer District  
1510 - 228th Avenue S E  
Sammamish, Washington 98075

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DOCUMENT TITLE *EASEMENT FOR WATER LINES*  
REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*  
GRANTOR(S): *Providence Point Umbrella Assoc.*  
ADDITIONAL GRANTORS ON PAGE \_\_\_\_\_ OF DOCUMENT \_\_\_\_\_  
GRANTEE(S): *SAMMAMISH PLATEAU WATER & SEWER DISTRICT*  
ADDITIONAL GRANTEES ON PAGE \_\_\_\_\_ OF DOCUMENT \_\_\_\_\_  
ABBREVIATED LEGAL DESCRIPTION: *SE 1/4 of NE 1/4, Sec 16, Twp 24N, Range 6E*  
ASSESSOR'S TAX / PARCEL NUMBER(S): *W M King County, Washington*  
*1624068-9093*

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**EASEMENT FOR WATER LINES**

Larry Otos- Property Manager

The undersigned, \_\_\_\_\_ ("Grantor"),  
for and in consideration of good and valuable consideration, the receipt and adequacy of which are  
hereby acknowledged, hereby grants and conveys to Sammamish Plateau Water and Sewer District,  
a municipal corporation in King County, Washington ("Grantee"), and its successors and assigns, a  
permanent Easement for Water Lines including water lines and appurtenances thereto ("Easement")  
as follows

1 Nature and Location of Easement Grantor owns that certain real property legally described  
in *Exhibit "A"*, attached hereto and incorporated herein by this reference ("Real Property") The  
Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over,  
upon, across, through and under a portion of the Real Property, such Easement as legally described  
on *Exhibit "B"* and as described and depicted on *Exhibit "C"*, attached hereto and incorporated  
herein by this reference, for the purposes of installing, laying, constructing, installing, maintaining,  
inspecting, repairing, removing, replacing, renewing, using and operating water lines, together  
with all facilities, connectors and appurtenances ("Water Lines"), including the right of ingress and  
egress for said purposes

2 Right of Entry Grantee shall have the right, without notice and without prior institution of  
any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real  
Property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate  
the Water Lines for the purposes of serving the Real Property and other properties with utility  
service Grantee agrees to restore the Real Property as nearly as reasonably possible to its condition

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prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Water Lines

3 Encroachment/Construction Activity Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Water Lines or endanger the lateral or other support of the Water Lines without Grantee's prior written approval Grantor further agrees that no structure or obstruction including, without limitation, fences and rockeries shall be erected over, upon or within the Easement, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement, provided Grantor shall have full use of the surface of the Real Property within the Easement, so long as such use does not interfere with the Easement or the Water Lines

4 Binding Effect/ Warranty of Title The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns Grantor warrants that Grantor has good title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement

5 Recording Upon its execution, the Easement shall be recorded with the Department of Records and Elections, King County, Washington

DATED this 20th day of \_\_\_\_\_ July \_\_\_\_\_, 2001

GRANTOR(S)

By \_\_\_\_\_

By *Larry Otos* \_\_\_\_\_

Larry Otos  
(Print or type name(s))

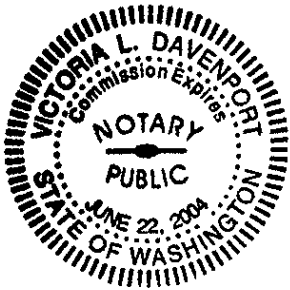
Its \_\_\_\_\_  
Property Manager  
(Print or type position held)

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STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

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

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of July,  
2001



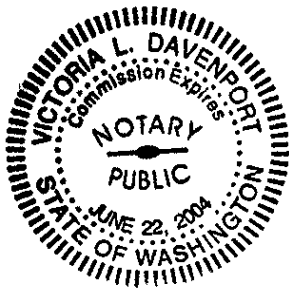
Victoria L. Davenport  
Nie Soria & Davenport (Printed Name)  
NOTARY PUBLIC in and for the State of  
Washington  
My Commission Expires June 22, 2004

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STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Larry Otos  
is the person who appeared before me, and said person acknowledged that he/she signed this  
instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged  
it as the Property Manager/Agent of Providence Point,  
to be the free and voluntary act of such entity, for the uses and purposes mentioned in the  
instrument

SUBSCRIBED AND SWORN to before me this 20<sup>th</sup> day of July,  
2001



Victoria L. Davenport  
Nie Soria & Davenport (Printed Name)  
NOTARY PUBLIC in and for the State of  
Washington  
My Commission Expires June 22, 2004

EXHIBIT A

**LEGAL DESCRIPTION**

THOSE PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE QUARTER CORNER OF SAID SECTION; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER N 88°04'01" W 30.00 FEET TO THE WEST MARGIN OF 228TH AVENUE S E AND THE TRUE POINT OF BEGINNING:

THENCE LEAVING SAID MARGIN S 61°44'18" W 79.38 FEET;  
THENCE N 58°25'50" W 288.48 FEET;  
THENCE N 78°28'17" W 298.15 FEET;  
THENCE N 07°11'16" W 52.97 FEET TO THE SOUTHERLY MARGIN OF S E 43RD WAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 892.00 FEET (A RADIAL LINE THROUGH SAID BEGINNING BEARS S 11° 08'51" E),  
THENCE NORTHEASTERLY ALONG SAID MARGIN AND SAID CURVE 839.66 FEET THROUGH A CENTRAL ANGLE OF 53°56'01" TO THE INTERSECTION OF SAID MARGIN WITH THE WEST MARGIN OF 228TH AVENUE S E.,  
THENCE ALONG SAID WEST MARGINS S 01°44'28" W 725.26 FEET TO THE TRUE POINT OF BEGINNING.

SITUATED IN KING COUNTY, WASHINGTON.

CONTAINING 190,434 SQUARE FEET (4.372 ACRES) MORE OR LESS

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**EXHIBIT B**

The sewer easement occupies that portion of the Southwest quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 16 N, Range 6 East, Willamette Meridian, in King County, Washington, known as Tax Lot No. 162406-9093, lying within the area described as follows:

Commencing on the Northeast corner of said property, and running southerly parallel to said easterly property line, beginning 173.00 feet south of said property corner and continuing 470.00 feet South from its beginning.

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### EXHIBIT C

The water easement is a 25-foot wide easement along the easterly boundary of the Real Property described in Exhibit A. Access to this easement is provided by SE 43<sup>rd</sup> Ct, which abuts the easement. A pictorial representation of the easement and access road is attached.

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