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Nold Muchinsky PLLC

10500 NE 8<sup>th</sup> Street, Suite 930

Bellevue, WA 98004

Document Title(s)

Easement Agreement

Reference Numbers(s) of related documents

Additional Reference #'s on page

Grantor(s) (Last, First and Middle Initial)

Barbara Kramer

Additional grantors on page

Grantee(s) (Last, First and Middle Initial)

Beesun Liou

Hsueh-Ju Chang

Additional grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

GRANTOR PROPERTY: LOT 10 BLK 14 MCMICKEN HGTS DIV #2 UNREC TR A  
OF KC SP NO 775050

GRANTEE PROPERTY: MC MICKEN HEIGHTS DIV # 2 UNREC VAL OF  
UNDEEDED STS & ALLEYS INC IN ADJ LOT VAL S 185 FT OF W 1/2

Additional legal is on page

Assessor's Property Tax Parcel/Account Number

537980-2951

537980-2958

Additional parcel #'s on page

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.

AFTER RECORDING MAIL TO:  
Nold Muchinsky, PLLC  
10500 NE 8<sup>th</sup> Street, Suite 930  
Bellevue, WA 98004

### EASEMENT AGREEMENT

Grantor: Barbara Kramer  
Grantees: Beesun Liou and Hsueh-Ju Chang, husband and wife  
Tax Parcel Nos.: 537980-2951; 537980-2958

This Easement Agreement ("Easement") is made by and between Barbara Kramer ("Grantor"), and Beesun Liou and Hsueh-Ju Chang ("Grantees"). The foregoing are hereinafter collectively referred to as "the Parties."

### RECITALS

A. Grantor is the owner of a certain parcel of real property in King County, Washington ("Grantor Property"), which is legally described as follows:

MCMICKEN HEIGHTS DIV # 2 UNREC TRACT A OF KC SHORT PLAT NO 775050 RECORDING NO 7509170386 SD PLAT DAF - BAAP ON N LN OF SEC 27-23-4 DIST N 89-59-10 W 1406.10 FT FR NE COR SD SEC TH S 0-15-50 E 1251.60 FT TO TPOB TH S 0-15-50 E 580.80 FT TH N 89-59-10 W 75 FT TH N 0-15-50 W 580.80 FT TH S 89-59-10 E 75 FT TO TPOB AKA E 1/2 TRACT 10 BLK 14 MCMICKEN HEIGHTS DIV NO 2, UNRECORDED.

B. Grantees are the owners of a certain parcel of real property in King County, abutting the Grantor Property ("Grantee Property"), which is legally described as follows:

THE SOUTH 185 FEET OF THE FOLLOWING DESCRIBED TRACT:

BEGINNING ON THE NORTH LINE OF SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, AT A POINT WHICH IS NORTH 89°59'10" WEST, 1,556.10 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 27;

THENCE SOUTH 00°15'50" EAST, 1542 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 0°15'50" EAST, 290.40 FEET TO THE NORTH LINE OF A  
60 FOOT ROADWAY;  
THENCE ALONG THE ROADWAY LINE SOUTH 89°59'10" EAST, 75 FEET;  
THENCE NORTH 00°15'50" WEST, 290.40 FEET;  
THENCE NORTH 89°59'10" WEST, 75 FEET TO THE TRUE POINT OF  
BEGINNING;

(ALSO KNOWN AS THE SOUTH 185 FEET OF THE WEST HALF OF TRACT  
10, BLOCK 14 MCMICKEN HEIGHTS DIVISION NO. 2, AN UNRECORDED  
PLAT);

SITUATE IN THE CITY OF SEATAC, COUNTY OF KING, STATE OF  
WASHINGTON.

C. The Parties seek to enter into an agreement to grant and convey to Grantees an  
exclusive easement for the use and maintenance of a building eave that encroaches onto the  
Grantor Property, ("Easement Area"), the legal description for which is as follows:

THAT PORTION OF THE SW QUARTER OF THE NE QUARTER OF  
SECTION 27, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. DESCRIBED  
AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF  
TRACT 10, BLOCK 14, MCMICKEN HEIGHTS, DIVISION NO. 2,  
ACCORDING TO THE UNRECORDED PLAT THEREOF;  
THENCE ALONG THE WEST LINE OF SAID EAST HALF, NORTH 01°03'58"  
EAST, 123.00 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 01°03'58" EAST, 13.00 FEET;  
THENCE SOUTH 88°56'02" EAST, 3.00 FEET;  
THENCE SOUTH 01°03'58" WEST, 13.00 FEET;  
THENCE NORTH 88°56'02" WEST, 3.00 FEET TO THE TRUE POINT OF  
BEGINNING.

CONTAINS 39 SQUARE FEET, MORE OR LESS.

SITUATE IN KING COUNTY, STATE OF WASHINGTON.

A map depicting the Easement Area is attached hereto and incorporated herein as **Exhibit**  
A.

Based on the foregoing recitals, which are incorporated as part of this Agreement herein,  
and for the good and valuable consideration of the mutual benefit of this Agreement, the  
sufficiency of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

1. **Easement.** The above recitals are incorporated into this Agreement. This Agreement hereby creates, and Grantor hereby grants and conveys, a permanent, perpetual, exclusive easement ("Easement") burdening the Grantor Property and benefitting the Grantee Property, for the use and maintenance of a building eave, including the appurtenant building wall and roof, that encroaches onto the Grantor Property, described with specificity in the map attached hereto as **Exhibit A** and incorporated herein by this reference ("Easement Area"). Grantor shall not do anything or suffer or impose any condition that interferes with Grantees' full use of the Easement Area for the purposes set forth above.

2. **Use Permissive; No Prescriptive Rights.** The Parties hereby agree that any and all use by Grantees of the Easement Area shall be wholly permissive and shall not constitute any adverse use for purposes of adverse possession or any related legal theory.

3. **Maintenance and Repair.** Grantees agree to bear all costs associated with the repair and maintenance of the Easement Area as needed.

4. **Termination.** This Agreement and Easement shall terminate upon the removal of the existing building on the Grantee Property, or removal of the encroaching eave. Upon removal of either the existing building on the Grantor Property or removal of the encroaching eave, this Easement shall have no further force or effect.

5. **Indemnity.** Grantees hereby indemnify, hold harmless, and agree to defend Grantor of, from, and against any and all liabilities, losses, costs, damages, legal fees and disbursements, claims, causes of action, actions, obligations, suits, proceedings, fines, penalties, and expenses of whatever kind or nature (including direct losses, costs, fees, disbursements, damages and expenses of Grantor), which Grantor may suffer, sustain, incur, pay, or be liable for, arising out of, relating to, in consequence of, or in any way related to the activities of Grantees or their invitees on the Easement Area.

6. **Attorney Fees.** In the event of any dispute arising from the performance of this Agreement, the breaching party shall pay to the non-breaching party the non-breaching party's reasonable attorney's fees and costs incurred, even if no lawsuit or action is maintained by the non-breaching party. This includes the costs of collecting on any judgment obtained in any lawsuit arising from any dispute arising from this Agreement and any costs incurred on appeal.

7. **Successor Interests.** The rights and obligations contained herein shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors, and assigns.

8. **Execution of Additional Documents Necessary to Effectuate Intent.** The Parties, their heirs, successors, and assigns further agree to execute any additional documentation deemed necessary to effectuate the intent of this Agreement.

9. **Integration and Severability.** This Agreement is the final expression of the



GRANTEE:

Beesun Liou  
Beesun Liou

GRANTEE:

Hsueh-Ju Chang  
Hsueh-Ju Chang

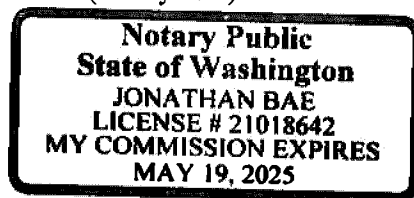
STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

On this 17<sup>th</sup> day of November 2021, before me personally appeared Beesun Liou, 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 the instrument.

(notary seal)



Signature: Jonathan Bae

Printed Name: Jonathan Bae

Notary Public in and for the State of Washington.

Residing at: Bothell, WA

Commission Expires: May 19, 2025

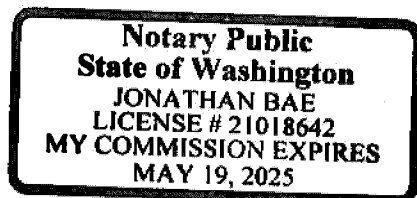
STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

On this 17<sup>th</sup> day of November 2021, before me personally appeared Hsueh-Ju Chang, 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 the instrument.

(notary seal)



Signature: Jonathan Bae

Printed Name: Jonathan Bae

Notary Public in and for the State of Washington.

Residing at: Bothell, WA

Commission Expires: May 19, 2025

# EXHIBIT A

Unofficial Copy

**Eave Easement Description**

Affecting property at 4602 S 166th St  
SeaTac, WA 98188  
King County Tax Parcel 5379802951

That portion of the SW Quarter of the NE Quarter of Section 27, Township 23 North, Range 4 East, W.M. described as follows:

Commencing at the Southwest Corner of the East Half of Tract 10, Block 14, McMicken Heights, Division No. 2, according to the unrecorded plat thereof; Thence along the west line of said East Half, North 01°03'58" East, 123.00 feet to the True Point of beginning.

Thence continuing North 01°03'58" East, 13.00 feet;  
Thence South 88°56'02" East, 3.00 feet;  
Thence South 01°03'58" West, 13.00 feet;  
Thence North 88°56'02" West, 3.00 feet to the True Point of Beginning.

Contains 39 square feet, more or less.

Situate in King County, State of Washington.

See attached Exhibit Plan A

