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Eslinger Law Office
2200 112th Ave. NE
Suite 200
Bellevue, WA 98004

DECLARATION OF PRIVATE STORM WATER DRAINAGE AGREEMENT

Grantor: JOHAN VALENTIN and HELENA KJELLANDER VALENTIN

Grantee: THE SMIBOE TRUST DATED DECEMBER 7, 2018

Abbreviated Legal: PTN TRACTS 2-3, ADAMS LAKE WASHINGTON TRACTS,
VOL 11, P. 80, KING COUNTY

Full Legal Description: See attached Exhibits C and D

Assessor's Property Tax Parcel Numbers: 004610-0150, 004610-0151, 004610-0159

THIS DECLARATION OF PRIVATE STORM WATER DRAINAGE EASEMENT AGREEMENT (the "Agreement") is made as of this 8th day of October, 2021 by JOHAN VALENTIN and HELENA KJELLANDER VALENTIN, husband and wife ("Grantor") and THE SMIBOE TRUST DATED DECEMBER 7, 2018 ("Grantee").

Recitals

A. Grantor is the owner of certain real estate commonly known as 4350 East Mercer Way, Mercer Island, WA 98040, King County Tax Parcel Nos. 004610-0150 and 004610-0151, located adjacent to the Grantee Property to its east, as more particularly described in "Exhibit C" attached hereto and incorporated herein by this reference ("Grantor Property").

B. Grantee is the owner of certain real estate commonly known as 4346 East Mercer Way, Mercer Island, WA 98040, King County Tax Parcel No. 004610-0159, located adjacent to the Grantor property to its west, as more particularly described in "Exhibit D" attached hereto and incorporated herein by this reference ("Grantee Property").

C. Grantee desires and Grantor is willing to grant certain private storm water drainage easement over the Grantor Property for the benefit of Grantee upon the terms and conditions set forth herein. The drainage easement area is legally described in "Exhibit A" and depicted on "Exhibit B" attached hereto and incorporated herein by this reference ("Easement Area").

D. The undersigned Grantor and Grantee warrant that they have bargained for and negotiated this Agreement and that all owners have executed this Agreement.

E. The parties intend this declaration and creation of the easement described for the benefit of the Grantee Property not be eliminated by the doctrine of merger and that the easement be created immediately.

Declaration

NOW, THEREFORE, in consideration of the recitals, grants and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee (individually, "Party" and collectively, "Parties") agree as follows:

1. **Grant of Easement.** Grantor hereby grants Grantee a perpetual, non-exclusive easement for the installation, operation, and maintenance of a 6" underground private storm water drainage pipe in the Easement Area upon the Grantor Property. The Easement Area is described in the attached Exhibit A and the Easement Area is more clearly delineated on the drawing Exhibit B.

2. **Purpose and Maintenance.** Grantor may use the Easement Area for any purpose without interfering with the function of the private storm water drainage. Grantee may only use the Easement area for the purpose of private underground storm water drainage. Maintenance of the 6" underground pipe in the Easement Area shall be the responsibility of the Grantee. Grantee shall not remove, replace or otherwise interfere with the private drainage facilities located within the Easement Area except for necessary maintenance, repair, and replacement of the private drainage facilities.

3. **Running with the Land.** The easement shall run with the land and shall bind all future owners of the properties described therein.

4. **Reservations.** Grantor reserves all rights incident to fee ownership of the Easement Area and the profits thereon and the right of use for any purpose; the right at all times to cross and re-cross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as it does not unreasonably interfere with the rights granted herein. Grantor may grant to third parties any and all rights reserved on its land.

5. **Right of Entry.** Grantor hereby grants and conveys to Grantee a right of entry to enter onto the Easement Area to perform necessary maintenance, repair and replacement work. Grantee shall provide Grantor with notice of its intended entry at least fourteen (14) days prior to such entry. However, in the event of an emergency, Grantee may

immediately enter onto the Easement Area to perform the necessary maintenance, repair and replacement work. The right of entry granted herein shall apply to the agents, representatives and employees of Grantee.

6. **Repair of Easement Area.** Immediately following completion of any maintenance, repair and replacement work within the Easement Area, Grantee shall repair and restore the Easement Area to substantially the same condition as existed prior to commencement of such work. The costs of all work shall be the responsibility of Grantee. All work shall be performed in a careful, workmanlike manner, free of claims or liens. Upon completion of any work, Grantee shall remove all debris.

7. **Successors.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

8. **Indemnity.** Grantee shall defend, indemnify and hold harmless Grantor from all claims that arise out of their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. This indemnification shall survive the expiration or termination of the easement.

9. **Disputes.** Any controversy, claim, or dispute relating to this Agreement or its breach, will be resolved by binding arbitration (by the American Arbitration Association unless the parties agree otherwise) and judgment upon the award rendered by the arbiters may be entered in any court having jurisdiction thereof. Costs of any dispute shall be split equally. The parties shall bear their own costs and attorney's fees in any dispute. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

10. **Attorneys Fees.** In the event a party is obliged to seek judicial relief to enforce the terms of this Agreement, the prevailing party shall be entitled to recover his or her actual attorney's fees and costs, including those occurred in arbitration and/or on appeal, from the other party.

11. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified mail if sent to the last known home address of each party.

12. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

13. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate to become effective as of the day and year first above written.

Grantor:



JOHAN VALENTIN

Dated:



HELENA KJELLANDER VALENTIN

Dated:

Grantee:

THE SMIBOE TRUST DATED DECEMBER 7, 2018

By



JOHAN VALENTIN, Trustee

Dated:

By



HELENA KJELLANDER VALENTIN, Trustee

Dated:

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 9th day of October 2021, I certify that I know or have satisfactory evidence that JOHAN VALENTIN and HELENA KJELLANDER VALENTIN are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Angela M. Tanferani

Notary name printed or typed: Angela M. Tanferani
Notary Public in and for the State of Washington
Residing at Bothell
My appointment expires: 12/04/2024

Angela M. Tanferani
Notary Public
State of Washington
Commission Number: 10410
My Commission Expires
December 04, 2024

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 9th day of October, 2021, I certify that I know or have satisfactory evidence that JOHAN VALENTIN and HELENA KJELLANDER VALENTIN are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledge it as the trustees of THE SMIBOE TRUST DATED DECEMBER 7, 2018, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Angela M. Tanferani

Notary name printed or typed: Angela M. Tanferani
Notary Public in and for the State of Washington
Residing at Bothell
My appointment expires: 12/04/2024

Angela M. Tanferani
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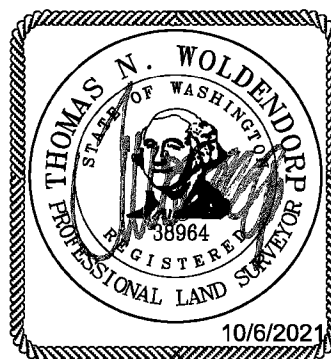
EXHIBIT A
LEGAL DESCRIPTION
Easement Area

EASEMENT LEGAL DESCRIPTION

THAT PORTION OF TRACTS 2 AND 3 OF ADAMS LAKE WASHINGTON TRACTS, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 80, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

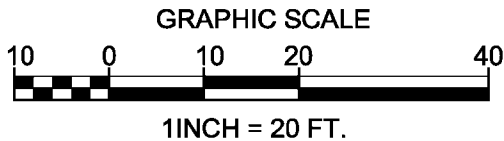
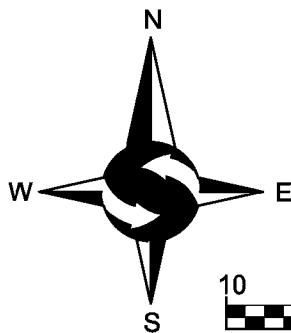
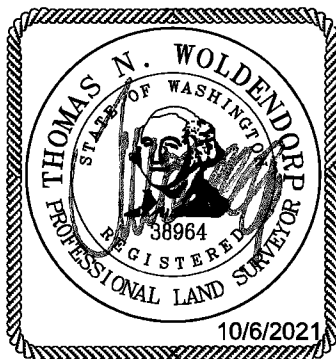
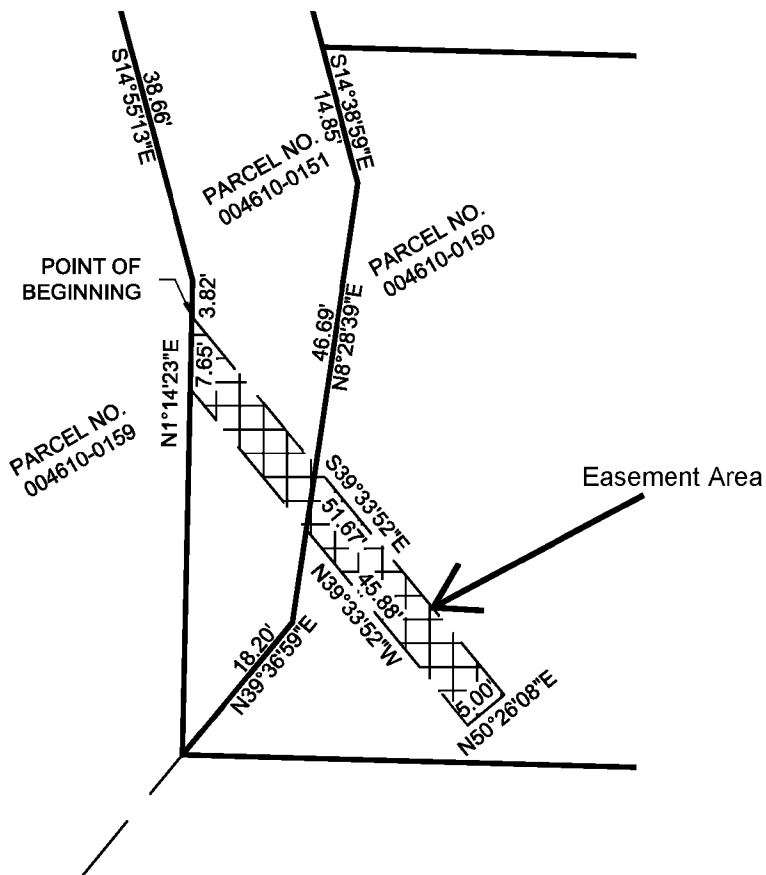
COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 2;
THENCE ALONG THE NORTH LINE OF SAID TRACT 2, SOUTH 88°26'16" EAST 1,240 FEET, MORE OR LESS, TO AN IRON PIPE MONUMENT ON THE EASTERLY MARGIN OF EAST MERCER WAY, SAID IRON PIPE BEING ON THE CENTERLINE PRODUCED OF A 30 FOOT ROAD EASEMENT RECORDED FEBRUARY 19, 1953 UNDER RECORDING NUMBER 4316894;
THENCE SOUTH 80°23'50" EAST, ALONG SAID CENTERLINE, 560.83 FEET TO AN IRON PIPE MONUMENT WHICH IS THE CENTER POINT OF A CIRCULAR TURNAROUND, SAID TURNAROUND BEING THE EASTERLY TERMINUS OF SAID 30 FOOT ROAD EASEMENT;
THENCE S10°53'34"W 38.00 FEET; THENCE S36°52'13"E 72.74 FEET; THENCE S14°55'13"E 38.66 FEET; THENCE S01°14'23"W 3.82 FEET, TO THE POINT OF BEGINNING; THENCE, CONTINUING, S01°14'23"W 7.65 FEET; THENCE S39°33'52"E 45.88 FEET; THENCE N50°26'08"E 5.00 FEET; THENCE N39°33'52"W 51.67 FEET, TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.



SITE PROJECT # 20-245
PAGE ___ OF ___

EXHIBIT B
MAP
Storm Water Drainage Easement



SITE PROJECT # 20-245
PAGE ___ OF ___

Exhibit C
Legal Description of Grantor Property

Parcel A

THAT PORTION OF TRACTS 2 AND 3 OF ADAMS LAKE WASHINGTON TRACTS, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 80, RECORDS OF KING COUNTY, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 2;
THENCE, ALONG THE NORTH LINE OF SAID TRACT 2, SOUTH 88°26'16" EAST 1,240 FEET, MORE OR LESS, TO AN IRON PIPE MONUMENT ON THE EASTERLY MARGIN OF EAST MERCER WAY, SAID IRON PIPE BEING ON THE CENTERLINE PRODUCED OF A 30 FOOT ROAD EASEMENT RECORDED FEBRUARY 19, 1953 UNDER RECORDING NO. 4316894;
THENCE SOUTH 80°23'50" EAST, ALONG SAID CENTERLINE, 560.83 FEET TO AN IRON PIPE MONUMENT WHICH IS THE CENTER POINT OF A CIRCULAR TURN AROUND, SAID TURN AROUND BEING THE EASTERLY TERMINUS OF SAID 30 FOOT ROAD EASEMENT;
THENCE SOUTH 24°30'23" EAST 38.00 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;
THENCE SOUTH 36°52'13" EAST 65.05 FEET;
THENCE SOUTH 14°55'13" EAST 22.38 FEET TO A POINT IN A LINE WHICH IS PARALLEL WITH A 185 FEET SOUTH OF THE NORTH LINE OF SAID TRACT 2;
THENCE SOUTH 88°26'16" EAST, ALONG SAID PARALLEL LINE, TO THE SHORE OF LAKE WASHINGTON;
THENCE SOUTHERLY, ALONG SAID SHORE, TO A POINT IN A LINE DRAWN PARALLEL WITH AND 20 FEET SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF TRACT 3 IN ADAMS LAKE WASHINGTON TRACTS;
THENCE, ALONG SAID PARALLEL LINE, NORTH 88°26'16" WEST TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF A TRACT OF LAND DESCRIBED IN CONTRACT OF SALE TO MILTON L. WHITTENDALE RECORDED UNDER KING COUNTY RECORDING NO. 3936791;
THENCE NORTH 01°14'23" EAST 50.01 FEET;
THENCE NORTH 14°55'13" WEST 38.66 FEET;
THENCE NORTH 36°52'13" WEST 72.74 FEET TO A POINT IN THE MARGIN OF THE TURN AROUND IN SAID ROAD EASEMENT FROM WHICH THE CENTER BEARS NORTH 10°53'34" EAST 38.00 FEET;
THENCE, ON A CURVE TO THE LEFT WITH A RADIUS OF 38.00 FEET A DISTANCE OF 23.48 FEET TO THE TRUE POINT OF BEGINNING;
TOGETHER WITH SECOND CLASS SHORELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, ADJACENT TO AND ABUTTING UPON THE PARCEL OF LAND HEREINABOVE DESCRIBED AND LYING BETWEEN THE NORTH AND SOUTH BOUNDARIES THEREOF EXTENDED EASTERLY.

Parcel B

A NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, AS CREATED BY INSTRUMENTS RECORDED FEBRUARY 19, 1953, UNDER RECORDING NUMBER 4316894, RECORDED SEPTEMBER 24, 1953, UNDER RECORDING NUMBER 4382730, AND RECORDED MARCH 20, 1956, UNDER RECORDING NUMBER 4674377.

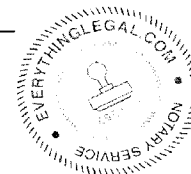
Exhibit D
Legal Description of Grantee Property

THAT PORTION OF TRACTS 2 AND 3 OF ADAMS LAKE WASHINGTON TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 80, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 2, OF SAID ADDITION;
THENCE SOUTH 88°26'44" EAST ALONG THE NORTH LINE OF SAID TRACT 2, 1,239.90 FEET TO AN INTERSECTION WITH THE CENTERLINE OF KRISTOFERSON'S ROAD EXTENDED;
THENCE SOUTH 80°14'00" EAST ALONG THE CENTER LINE OF SAID ROAD, 465.90 FEET;
THENCE SOUTH 16°58'00" WEST 15.11 FEET TO A CEMENT MONUMENT AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 16°48'00" WEST 68.39 FEET TO A CEMENT MONUMENT;
THENCE SOUTH 37°24'00" WEST 67.65 FEET TO A CEMENT MONUMENT;
THENCE SOUTH 43°29'00" EAST 156.48 FEET TO A CEMENT MONUMENT;
THENCE NORTH 80°15'30" EAST 67.75 FEET TO A CEMENT MONUMENT;
THENCE NORTH 39°38'00" EAST 66.30 FEET TO A CEMENT MONUMENT;
THENCE NORTH 8°30'00" EAST 46.75 FEET TO A CEMENT MONUMENT;
THENCE NORTH 14°51'30" WEST 36.77 FEET;
THENCE NORTH 36°48'30" WEST 65.05 FEET TO A CEMENT MONUMENT IN THE SOUTH MARGIN OF THE TURN AROUND CIRCLE;
THENCE ON THE ARC OF SAID CIRCLE, WESTERLY HAVING A RADIUS OF 38.00 FEET (SAID RADIUS BEARING NORTH 24°26'40" WEST) AND THROUGH 81°12'40" OF ARC 53.86 FEET TO A POINT OF REVERSE CURVE;
THENCE ON THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 36.15 FEET THROUGH 47°00'00" OF ARC 31.78 FEET TO A POINT OF TANGENT;
THENCE NORTH 80°14'00" WEST 42.54 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THAT PORTION THEREOF LYING EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT IN THE SOUTHERLY MARGIN OF A TURN AROUND AT THE EASTERLY END OF A PRIVATE ROAD DESCRIBED IN RECORDING NUMBER 4316894 OF SAID COUNTY, SAID POINT BEING SOUTH 10°53'34" WEST, 38.00 FEET FROM THE CENTER OF SAID TURN AROUND;
THENCE SOUTH 36°52'13" EAST 72.74 FEET;
THENCE SOUTH 14°55'13" EAST, 38.66 FEET;
THENCE SOUTH 1°14'23" WEST, 50.01 FEET, TO A POINT IN SAID EASTERLY BOUNDARY OF THE ABOVE DESCRIBED TRACT, AND THE TERMINUS OF SAID LINES

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Constituent/Signer Initials: HK
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Document Identifier:



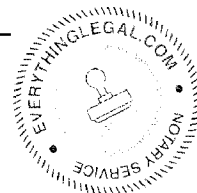
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