

**Return Address:**

Scott Law Firm  
2035 Island Crest Way Ste 201  
MF, WA 98040



**20230822000372**

EASEMENT Rec: \$208.50  
8/22/2023 12:02 PM  
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Easement
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** Exactly as name(s) appear on document

1. RKK Construction
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** Exactly as name(s) appear on document

1. RKK Construction
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

South 45 see attached

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

assigned 502190-0405 + 502190-0400

Assessor Tax # not yet

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.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

**EXCISE TAX NOT REQUIRED**

King County Records Division

By Helen Huang, Deputy

**AFTER RECORDING MAIL TO:**

Scarff Law Firm, PLLC  
3035 Island Crest Way, Suite 201  
Mercer Island, WA 98040

Space Above Provided For Recorder's Use

---

**DECLARATION OF DRIVEWAY EASEMENT**

WHEREAS, RKK Construction, Inc., a Washington corporation ("RKK"), owns two pieces of real property referred to herein as "Lot 1" and "Lot 2" and legally described on Exhibit C attached hereto.

WHEREAS, RKK is willing to provide Lots 1 and Lot 2 with a driveway easement beginning on SE 37<sup>th</sup> Street running north across a portion of both lots as depicted on Exhibit B and legally described on Exhibit A attached hereto.

WHEREAS, despite RKK owning both Lots 1 and 2, RKK intends this declaration and creation of the easement described herein not be eliminated by the *doctrine of merger* and that the easement be created immediately and/or referenced in the conveying document and *spring* into existence upon Lot 1 or Lot 2 being conveyed to a 3<sup>rd</sup> party.

NOW, THEREFORE, in consideration of the reciprocal benefits derived hereby and other valuable consideration, receipt of which is hereby acknowledged, RKK ("Grantor") hereby declares, grants and conveys for the benefit of Lot 1 and Lot 2's owner(s), successors and assigns ("Grantee"), a non-exclusive driveway easement and right-of-way over, across and along the real property described herein.

1. Easement Description. Grantor grants and conveys to Grantee a nonexclusive perpetual driveway easement for the benefit of both Lot 1 and Lot 2, in the area depicted on Exhibit B and legally described on Exhibit A attached hereto (the "Easement Area"). This Easement will be used solely as a driveway by Grantee, their guests, tenants, and licensees, and will not be used for any other purpose.

2. Maintenance and Repair. The owners of Lot 1 and Lot 2 will be jointly responsible for the maintenance and repair of the Easement Area and may, at reasonable times, enter upon the areas immediately adjacent to the Easement Area for the sole purpose of maintaining and repairing the driveway within the Easement Area; provided, however, (a) said maintenance and/or repair must not unreasonably interfere with one party's general use of their own property; and (b) such maintenance and repair will leave both lots in the same and/or as good a condition as before such work commenced. Except in the case of an emergency, the owners of Lot 1 and Lot 2 will make a reasonable, good faith effort to agree on the scope of work to be completed. The costs associated with such work will be shared equally between the owners of Lot 1 and Lot 2. Each property owner will indemnify and hold the other owner harmless from any injury, cost or damage resulting from the improvement and/or maintenance of the Easement Area.

3. Reasonable Use. Each property owner, their guests, tenants, agents, licensees, successors and/or assigns will use the Easement Area in a reasonable manner and to the extent reasonably possible, will avoid disturbing the other property owner, their successors and/or assigns.

4. Termination of Easement. This Easement will remain in effect unless and until both parties agree to its termination.

5. Notices. Any notices required or permitted hereunder must be in writing and will be effective when: delivered in person; the third day after being sent by registered or certified mail, return receipt requested, postage prepaid; or the first business day after being sent by overnight





EXHIBIT A

Legal Descriptions of Easement Area

THE SOUTH 45.00 FEET OF THE EAST 10.00 FEET OF LOT 1, MERCER ISLAND SHORT PLAT NUMBER SUB18-008, RECORDED IN BOOK 481 OF SURVEYS, PAGES 222 THROUGH 226, UNDER RECORDING NUMBER 20230407900003, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH THE SOUTH 45.00 FEET OF THE WEST 10.00 FEET OF LOT 2 OF SAID SHORT PLAT;

CONTAINING 900 SQUARE FEET, MORE OR LESS.

EXHIBIT B  
Sketch of Easement Area

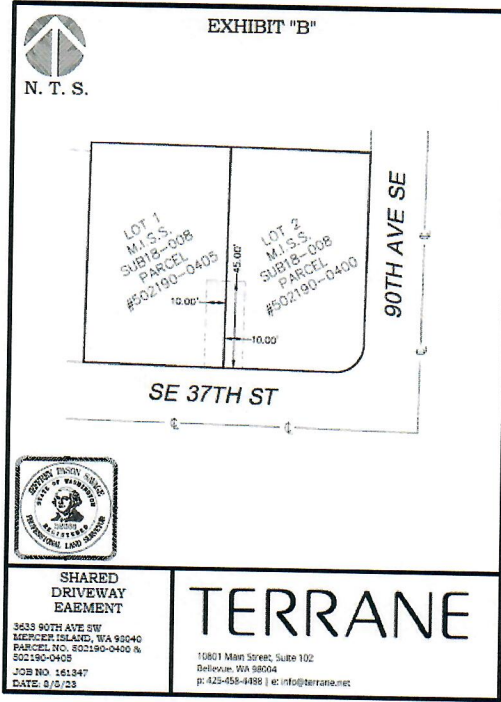


EXHIBIT C

Legal Descriptions of Lot 1 and Lot 2

LOT 1:

MADRONA CREST ADD LOT "1" OF MERCER ISLAND SP #SUB18-008 REC  
#20230407900003 SD SP LOC IN LOTS 14-15 BLK 3 OF SD ADD

LOT 2:

MADRONA CREST ADD LOT "2" OF MERCER ISLAND SP #SUB18-008 REC  
#20230407900003 SD SP LOC IN LOTS 14-15 BLK 3 OF SD ADD



**Return Address:**

Seacht Law Firm  
3035 Island Crest Way Ste 201  
M.D. WA 98040



**20230822000373**

EASEMENT Rec: \$208.50  
8/22/2023 12:02 PM  
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Easement
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** Exactly as name(s) appear on document

1. RKC Construction
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** Exactly as name(s) appear on document

1. RKC Construction
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

South 45 see attached.

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

assigned 502190-0405 + 502190-0400

Assessor Tax # not yet

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.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

**EXCISE TAX NOT REQUIRED**

King County Records Division

By \_\_\_\_\_ Deputy

Helen Huang

**AFTER RECORDING MAIL TO:**

Scarff Law Firm, PLLC  
3035 Island Crest Way, Suite 201  
Mercer Island, WA 98040

Space Above Provided For Recorder's Use

---

**DECLARATION OF DRAINAGE TANK EASEMENT**

WHEREAS, RKK Construction, Inc., a Washington corporation ("RKK"), owns two pieces of real property referred to herein as "Lot 1" and "Lot 2" and legally described on Exhibit C attached hereto.

WHEREAS, RKK is willing to provide Lots 1 and Lot 2 with an easement for a drainage tank running east-west across a portion of the northern edge of both lots as depicted on Exhibit B and legally described on Exhibit A attached hereto.

WHEREAS, despite RKK owning both Lots 1 and 2, RKK intends this declaration and creation of the easement described herein not be eliminated by the *doctrine of merger* and that the easement be created immediately and/or referenced in the conveying document and *spring* into existence upon Lot 1 or Lot 2 being conveyed to a 3<sup>rd</sup> party.

NOW, THEREFORE, in consideration of the reciprocal benefits derived hereby and other valuable consideration, receipt of which is hereby acknowledged, RKK ("Grantor") hereby declares, grants and conveys for the benefit of Lot 1 and Lot 2's owner(s), successors and assigns ("Grantee"), a non-exclusive drainage tank easement over, across and along the real property described herein.

1. Easement Description. Grantor grants and conveys to Grantee a nonexclusive perpetual drainage tank easement for the benefit of both Lot 1 and Lot 2, in the area depicted on Exhibit B and legally described on Exhibit A attached hereto (the "Easement Area"). This Easement will be used solely for the installation and maintenance of an underground drainage tank by Grantee, their guests, tenants, and licensees, and will not be used for any other purpose.

2. Maintenance and Repair. The owners of Lot 1 and Lot 2 will be jointly responsible for the maintenance and repair of the drainage tank and the Easement Area and may, at reasonable times, enter upon the areas immediately adjacent to the Easement Area for the sole purpose of maintaining and repairing the drainage tank within the Easement Area; provided, however, (a) said maintenance and/or repair must not unreasonably interfere with one party's general use of their own property; and (b) such maintenance and repair will leave both lots in the same and/or as good a condition as before such work commenced. Except in the case of an emergency, the owners of Lot 1 and Lot 2 will make a reasonable, good faith effort to agree on the scope of work to be completed. The costs associated with such work will be shared equally between the owners of Lot 1 and Lot 2, provided however, that the costs related to either party's connection to the drainage tank, including the costs of piping, clogs, leaks, etc. will be borne solely by that party. Each property owner will indemnify and hold the other owner harmless from any injury, cost or damage resulting from the improvement and/or maintenance of the drainage tank and the Easement Area. Either party may use the surface of the Easement Area on their own property in any manner they wish provided that such use does not interfere with the maintenance and repair of the drainage tank if necessary.

3. Reasonable Use. Each property owner, their guests, tenants, agents, licensees, successors and/or assigns will use the Easement Area in a reasonable manner and to the extent reasonably possible, will avoid disturbing the other property owner, their successors and/or assigns.





EXHIBIT A

Legal Description of Easement Area

THE NORTH 10.00 FEET THE EAST 111.17 OF LOTS 1 AND 2, MERCER ISLAND SHORT  
PLAT NUMBER SUB18-008, RECORDED IN BOOK 481 OF SURVEYS, PAGES 222  
THROUGH 226, UNDER RECORDING NUMBER 20230407900003, RECORDS OF KING  
COUNTY, WASHINGTON;

CONTAINING 1,112 SQUARE FEET, MORE OR LESS.

EXHIBIT B  
Sketch of Easement Area

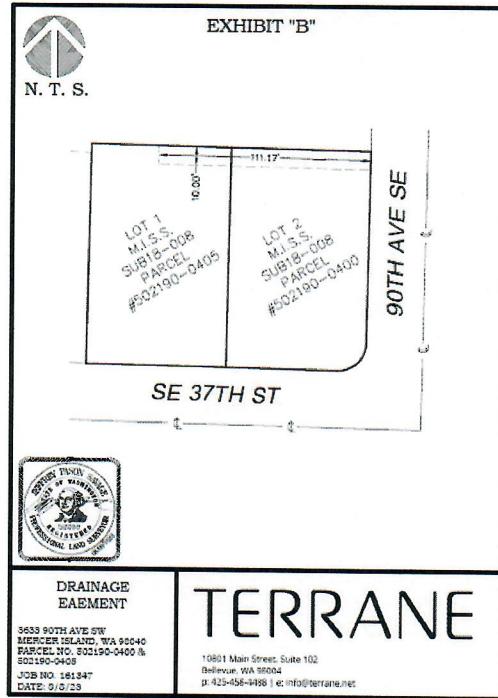




EXHIBIT C

Legal Descriptions of Lot 1 and Lot 2

LOT 1:

MADRONA CREST ADD LOT "1" OF MERCER ISLAND SP #SUB18-008 REC  
#20230407900003 SD SP LOC IN LOTS 14-15 BLK 3 OF SD ADD

LOT 2:

MADRONA CREST ADD LOT "2" OF MERCER ISLAND SP #SUB18-008 REC  
#20230407900003 SD SP LOC IN LOTS 14-15 BLK 3 OF SD ADD