Return Address:		
Scarff Law Firm		
2035 Rland Crest Was	ste	201
MI, LA 58040)		



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

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TAX NOT REQUIRED above nor pay ad	ditional \$50 fee if the document meets margin/formatting requiremen

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 37th Street running north across a portion of both lots as depicted on <u>Exhibit B</u> and legally described on <u>Exhibit A</u> attached hereto.

WHEREAS, despite RKK owning both Lots 1 and 2, RKK intends this declaration and creation of the easement described herein <u>not</u> 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 3rd 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. <u>Easement Description</u>. 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. <u>Maintenance and Repair</u>. 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. <u>Reasonable Use.</u> 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. <u>Termination of Easement</u>. This Easement will remain in effect unless and until both parties agree to its termination.
- 5. <u>Notices</u>. 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

courier, addressed to the owner of Lot 1 or Lot 2, as the case may be, at the current mailing address listed in the records of the King County Assessor.

- 6. <u>Covenants Running with the Land</u>. The rights and restrictions contained herein shall be deemed appurtenant covenants running with the land and shall benefit and be binding upon the owners of Lots 1 and 2, and their respective heirs, successors and assigns.
 - 7. <u>Exhibits</u>. The attached Exhibits are incorporated herein by this reference.
- 8. <u>Costs and Attorneys' Fees</u>. Should an owner of either property described herein initiate legal proceedings to adjudicate any issues arising hereunder or to enforce any term, the party who substantially prevails will be entitled to reimbursement of their reasonable attorneys' fees, costs, and expenses reasonably incurred in preparing to bring suit, during suit, on appeal and in enforcing any judgment or award. It is agreed that any action at law or equity will be brought in King County, Washington.

IN WITNESS WHEREOF, Grantor has hereunto set their hand on Aug. 22rd.

Jason Koehler, President KKK Construction, Inc.

STATE OF WASHINGTON) ss COUNTY OF KING)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jason Koehler**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal on 8-22, , 2023.

ROBIN PROPERTY OF THE PROPERTY

NOTARY PUBLIC in and for the State of Washington residing at My commission expires:

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

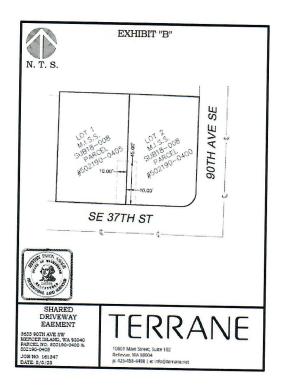


EXHIBIT C

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

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

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to submitter: Do not sign above nor	pay additional \$50 fee if the document meets margin/formatting requiremen
to submitter: Do not sign above nor XCISE TAX NOT REQUIRED ing County Records Division	pay additional \$50 fee if the document meets margin/formatting requirement

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 <u>Exhibit B</u> and legally described on <u>Exhibit A</u> attached hereto.

WHEREAS, despite RKK owning both Lots 1 and 2, RKK intends this declaration and creation of the easement described herein <u>not</u> 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 3rd 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. <u>Easement Description</u>. 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.
- Maintenance and Repair. The owners of Lot 1 and Lot 2 will be jointly responsible 2. 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. <u>Reasonable Use.</u> 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. <u>Termination of Easement</u>. This Easement will remain in effect unless and until both parties agree to its termination.
- 5. <u>Notices</u>. 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 courier, addressed to the owner of Lot 1 or Lot 2, as the case may be, at the current mailing address listed in the records of the King County Assessor.
- 6. <u>Covenants Running with the Land</u>. The rights and restrictions contained herein shall be deemed appurtenant covenants running with the land and shall benefit and be binding upon the owners of Lots 1 and 2, and their respective heirs, successors and assigns.
 - 7. <u>Exhibits</u>. The attached Exhibits are incorporated herein by this reference.
- 8. <u>Costs and Attorneys' Fees</u>. Should an owner of either property described herein initiate legal proceedings to adjudicate any issues arising hereunder or to enforce any term, the party who substantially prevails will be entitled to reimbursement of their reasonable attorneys' fees, costs, and expenses reasonably incurred in preparing to bring suit, during suit, on appeal and in enforcing any judgment or award. It is agreed that any action at law or equity will be brought in King County, Washington.

IN WITNESS WHEREOF, Grantor has hereunto set their hand on Aug. 22nd, 2023.

Jason Koehler, President RKK Construction, Inc.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jason Koehler**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

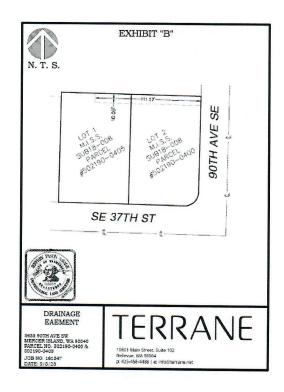


EXHIBIT C

Legal Descriptions of Lot 1 and Lot 2

<u>LOT 1</u>:

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