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KING COUNTY, WA

When Recorded Return To

Debra Eby Ricci  
Ricci Grube Aita, PLLC  
1601 Second Ave Suite 1080  
Seattle, WA 98101

**EXCISE TAX NOT REQUIRED**  
King Co. Records Division

By M N W Deputy  
DAVID H MERDER

**EASEMENT: Ingress and Egress Easement for a Common Driveway with Maintenance Agreement**

Index information required by RCW 36 18 and RCW 65 04

Lansom JER 8/22/2003  
Grantors: Lansom, Robert T. and June E., husband and wife

**Legal Description of Grantor Property:** Lot B of City of Mercer Island Short Plat No MI-84-01-02 as Recorded on 6-26-84m under KC recording number 8406269002, in King County WA, and interest in Tract "X" as described in same short plat.

**Assessor's Property Tax Account #: 54520221602**

**Grantors:** Edelman, Daniel H., as his separate estate, and Rabinowitz, Kathryn S., as her separate estate.

**Legal Description of Grantor Property:** Lot A of City of Mercer Island Short Plat No MI-84-01-02 as recorded on 6-26-84m under KC recording number 8406269002, in King County WA, and interest in Tract "X" as described on same short plat.

**Assessor's Property Tax Account #: 545230221404**

**Grantee:** Wells Fargo Bank, NA., as Trustee of the Title Holding Trust, dated 10-6-99.

**Legal Description of Grantee Property:** The east 105 feet of the west 195 feet of that portion of Government Lot 1 of Section 1, Township 24N, Range 4E, W.M., lying north of the northern margin of SE 20<sup>th</sup> Street as said street is platted in the plat of Mercer Beach Park, Vol. 46 of Plats, page, King County, WA, together with shorelands.

**Assessor's property Tax Account #54230221800.**

## EASEMENT AGREEMENT

This Agreement is entered into this 22<sup>nd</sup> day of August 2003, by and between property owners of contiguous properties who desire to create a shared common driveway to serve as a means of ingress and egress between the properties and shall be suitable for all motorized and pedestrian ingress and egress as consistent with the terms and conditions contained herein. As this driveway will need to be constructed on all three properties, this Agreement grants rights of entry for purposes of the construction, as well the use and maintenance of the driveway. As the driveway will service all three properties, it shall burden and benefit their properties in the manner as is illustrated in the accompanying Exhibit "A" to this Agreement and for purpose of this Agreement shall be determined by the legal description of the Easement Area herein.

## RECITALS

WHEREAS, the undersigned are the only known legal owners of record and holders of the property interests to be affected by this Easement Agreement, and

WHEREAS, the general terms and conditions of this Easement Agreement have been agreed upon with the City of Mercer Island with the condition that the Easement Agreement herein contemplated contain language allowing for the construction and maintenance of the driveway as per City of Mercer Island, Permit No 0305-116 for construction permits to be issued to benefit property located at 8000 SE 20<sup>th</sup> Street, Mercer Island, WA, and

WHEREAS, for purposes of this Easement Agreement the Grantors shall be those owners of property which is commonly known as 7840 SE 20<sup>th</sup> Street, Mercer Island WA, ( Lot A) and 7850 SE 20<sup>th</sup> Street, ( Lot B) located in the City of Mercer Island, County of King, State of Washington and the property co-owned per the short plat by the owners of Lots A and B which is known under the plat at Tract "X", these being defined as the property which is to be burdened, and

WHEREAS, for purposes of this Easement Agreement the Grantee shall be those owners of property to be located at what is commonly known as 8000 SE 20<sup>th</sup> Street, Mercer Island WA, located in the City of Mercer Island, County of King, State of Washington, this being defined more as the proper to be benefited, and

WHEREAS, the general terms and conditions of this Easement Agreement have been agreed upon with the City of Mercer Island with the condition that the Easement Agreement herein contemplated contain language allowing for the construction and maintenance of the driveway as described in the drawing attached hereto as Exhibit "A" and consistent with the City of Mercer Island Construction permit cited above, to benefit property located at 8000 SE 20<sup>th</sup> Street, Mercer Island, WA, and

WHEREAS, the undersigned wish to allow the development of a common driveway to access three individual properties and thereby eliminate the need for a driveway which had been in prior use on the property known commonly as 8000 SE 20<sup>th</sup>

Street, Mercer Island, WA, which served as the access driveway for this property exclusively, and

WHEREAS, the Grantors hereby seek to revoke that portion of the joint use driveway and access and egress easements established under the short plat known as City of Mercer Island Short Plat No MI-84-01-02, as recorded on June 26, 1984 under King County recording Number 8406269002, in King County, WA, which established a driveway which burdened Lot A for the benefit of Lot B and establishes the Tract "X", as property jointed held by the property owners of Lot A and Lot B as "Open Space", and

WHEREAS, the Grantors wish to establish through this new Easement Agreement a new ingress and egress easement which will serve a similar function to the prior easement agreement established under the short plat, but extends to provide access to the property of the Grantees and well as the Grantors, and

WHEREAS, the Grantees wish to establish through this new Easement Agreement a reciprocal grant of burden across that portion of the property herein described which overlays that property owned by the Grantees which will by effect benefit the Grantees and Grantors for purposes of ingress and egress, and

WHEREAS, the Grantors have received good and valuable consideration for the granting of this easement from Grantees;

NOW, THEREFORE, for and in consideration of the mutual covenants herein expressed it is hereby agreed

## **AGREEMENT**

### **EASEMENT GRANT**

The Grantors hereby revoke the terms and conditions of their mutual easement agreement which exists on the short plat herein described and grant to each other under this Agreement the rights of ingress and egress as defined herein to both each other and to the Grantees over that portion of the property held in title by the Grantors to which the Easement Area herein defined by the legal description following shall apply and as illustrated in the Exhibit attached hereto,

The Grantees hereby agree to remove their existing access driveway located exclusively on their separate property, in order to meet City of Mercer Island impervious surface requirement, and thereby agree to abide by the ingress and egress easement herein established and to grant to the Grantors and properties of interest as herein named the rights of ingress and egress over that portion of the property held in title by the Grantees to which the Easement Area herein defined by the legal description following shall apply and as illustrated in the Exhibit attached hereto;

The Grantors and Grantees hereby agree that the existing driveway areas which existed prior to the construction of the new driveway contemplated under this Easement

Agreement will connect in a continuation manner at the same approximate elevation as the driveway which exists currently to exclusively serve the property located at 7850 SE 20<sup>th</sup> St This provisions in this Agreement shall not be construed to extend access to parties to this Agreement which would not normally have access to the private driveways hereby connected.

The Grantors and Grantees hereby agree that the Easement Area shall be defined as follows

BEGINNING AT THE SOUTHEAST CORNER OF TRACT X, MERCER ISLAND SHORT PLAT NO M.I 84-01-02, KING CO RECORDING NO 8406269002

THENCE N 90 00'00"W ALONG THE SOUTH LINE OF SAID TRACT X A DISTANCE OF 6.50 FEET, THENCE N 0 03'16"W A DISTANCE OF 58 42 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 28.00 FEET FOR A DISTANCE OF 19 32 FEET TO A POINT OF REVERSE CURVATURE, THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 59.00 FEET FOR A DISTANCE 25 32 FEET; THENCE N 15 00'00"W A DISTANCE 26 34 FEET TO A POINT OF CURVATURE, THENCE NORTHWESTERLY A LONG A CURVE TO THE LEFT HAVING A RADIUS OF 20 00 FEET FOR A DISTANCE OF 26 18 FEET MORE OR LESS TO THE NORTHERLY LINE OF LOT A OF SAID SHORT PLAT, THENCE N 90 00'00"E A DISTANCE OF 23 50 FEET, THENCE S 27 54'47"E A DISTANCE OF 13 98 FEET, THENCE S 15 00'00"E A DISTANCE OF 25 94 FEET TO A POINT OF CURVATURE, THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 48 00 FEET FOR A DISTANCE OF 17 45 FEET TO A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 3 50 FEET FOR A DISTANCE OF 8 81 FEET, THENCE S 0 03'16"E A DISTANCE OF 8 14 FEET, THENCE SOUTHEASTERLY A LONG A CURVE WITH A RADIUS POINT THAT BEARS S 58 21'33"W 40 50 FEET FOR A DISTANCE OF 22 33 FEET, THENCE S 0 03'16"E A DISTANCE OF 58 43 FEET MORE OR LESS TO THE NORTH MARGIN OF S E 20<sup>TH</sup> STREET, THENCE N 90 00'00"W A DISTANCE OF 6 00 FEET MORE OR LESS THE POINT OF BEGINNING.

#### **GRANT FOR CONSTRUCION**

The Grantors and Grantees agree to allow all necessary and reasonable access to their properties to a reasonable extent beyond the above defined Easement Area, as shall be necessary to construct the driveway as contemplated under the above cited Mercer Island Building Permit and as illustrated in the Exhibit attached hereto This shall create a grant of a temporary ingress and egress easement for the term of the construction period which shall be mutually agreed upon by the property owners. The extent and conditions to be placed upon construction access shall be determined by the parties hereto and shall be

limited to the period of time determine by the parties to be necessary for the construction of the desired driveway and landscape configuration and as illustrated in the attached Exhibit

The Grantees assume all financial responsibility for the construction of the driveway and all proposed landscaping and finishes as contemplated under the Mercer Island Building Permit cited above and as illustrated in the Exhibit attached hereto All invoices for the costs of the improvement herein contemplated shall be paid promptly and Grantees shall indemnify the Grantors from all liens or other collection actions which may be filed as to the property of the Grantors as a result of construction of the improvements herein described Grantee shall complete all work in accordance with the plans approved by the parties hereto and all work shall be done consistent with City codes and regulations and shall be completed to the satisfaction of City inspectors All work shall be completed in a workmanlike manner in as timely as process as reasonably possible Any changes, additions or correction to the proposed driveway and landscape plans will require the agreement between the property owners as to the extent and nature of the change

During the course of the construction and landscape activities, Grantee shall hereby release and indemnify and promise to defend and hold Grantors harmless from and against any and all liability, loss, damage, expense, actions and or claims, including costs for reasonable attorneys' fees incurred by the Grantors in relation to or defense thereof, or asserted in conjunction with or arising directly or indirectly on account of or out of actions or omission of the Grantees or Grantees servants, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this section does not purport to indemnify Grantors' liability for damages arising out of bodily injury to person or damage to property caused by or resulting from the sole negligence of Grantors or Grantors' agents or employees

#### **GRANT FOR MAINTENANCE AND REPAIRS**

The Grantors and Grantees mutually agree to allow all necessary and reasonable access to their properties as shall be necessary to maintain the driveway as contemplated in the drawing which were approved in conjunction with this Agreement; access shall be by mutual consent of holders of interests but shall not be unreasonably withheld so as to cause unnecessary delay in repairs or maintenance of the driveway as contemplated The roadway surface of the driveway shall be maintained consistent with City of Mercer Island, standards for access and egress driveways allowed under City Ordinance to service more than one residential unit The costs for the repairs or maintenance of the new driveway to be created under this Agreement shall be shared equally by the lot owners of interest to which this Agreement applies.

In the event that said maintenance or repairs are not performed to the satisfaction of the City Engineer, after a timely demand has been made for such action, the City shall have the right to enter upon the properties and perform the necessary maintenance or repairs and charge the owners of the property to affected by this Agreement their fair share of the costs which the City incurs in make such repairs or maintenance

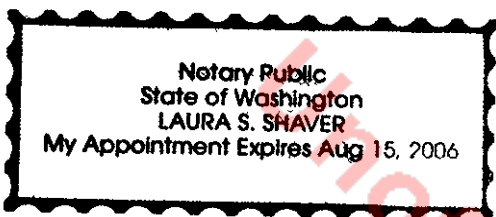




June E. Lansom  
 June E Lansom, Grantor  
 Lamson JER 8/22 03  
 STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF KING )

On this day personally appeared before me June E Lansom , to me known to be the person whose name is subscribed to the within, who, on oath, acknowledged that she executed the said instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned, and that she is authorized to execute the said instrument

Witness my hand and official seal hereto affixed this 22<sup>nd</sup> day of Augu, 2003



Shaver  
 Notary Public in and for the State of  
 Washington, residing at Mercer Island  
 My commission expires 8.15.06

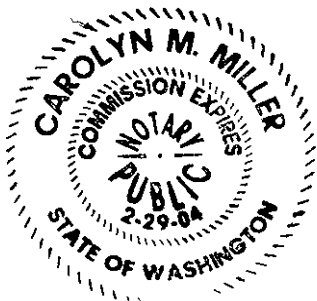
IN WITNESS WHEREOF, the said GRANTORS executed this instrument this  
19 day of Aug, 2003.

Daniel H. Edelman  
 Daniel H. Edelman, Grantor

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF KING )

On this day personally appeared before me Daniel H Edelman, to me known to be the person whose name is subscribed to the within, who, on oath, acknowledged that he executed the said instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned, and that he is authorized to execute the said instrument

Witness my hand and official seal hereto affixed this 19<sup>th</sup> day of August, 2003



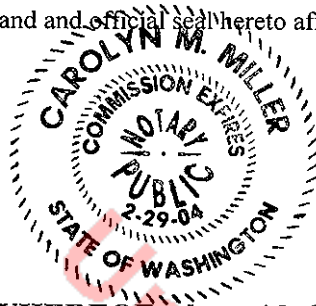
Carolyn Miller  
 Notary Public in and for the State of  
 Washington, residing at Seattle  
 My commission expires 2-29-04

Kathryn S Rabinowitz  
Kathryn S Rabinowitz, Grantor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me Kathryn S Rabinowitz, to me known to be the person whose name is subscribed to the within, who, on oath, acknowledged that she executed the said instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned, and that she is authorized to execute the said instrument

Witness my hand and official seal hereto affixed this 19<sup>th</sup> day of August, 2003



Carolyn M. Miller  
Notary Public and for the State of  
Washington, residing at Seattle  
My commission expires 2-29-04

IN WITNESS WHEREOF, the said GRANTEES executed this instrument this 25<sup>th</sup> day of Aug, 2003.

IN WITNESS WHEREOF, Wells Fargo Bank, NA as Trustees of the Title Holding Trust Date October 6, 1999, has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written

WITNESS

(Trustee)

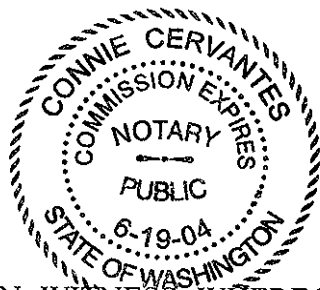
By: Mark Lusier  
Printed Name: Mark Lusier  
Title: Vice President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Mark L. Lusier is the person who appeared before me, and said person acknowledged that he/she signed this instrument and on oath stated that he/she was authorized to execute the instrument and acknowledged it as Vice President of Wells Fargo Bank, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 25th day of August, 2003





*Connie Cervantes*

Notary Public in and for the State of Washington  
Printed Name Connie Cervantes  
My Commission expires 6/19/04  
Residing in Seattle

IN WITNESS WHEREOF, Wells Fargo Bank, NA as Trustees of the Title Holding Trust Date October 6, 1999, has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written

WITNESS

(Trustee)

By *Dirk Peterson*  
Printed Name Dirk Peterson  
Title: Vice President

STATE OF WASHINGTON )  
                                      ) ss.  
COUNTY OF KING )

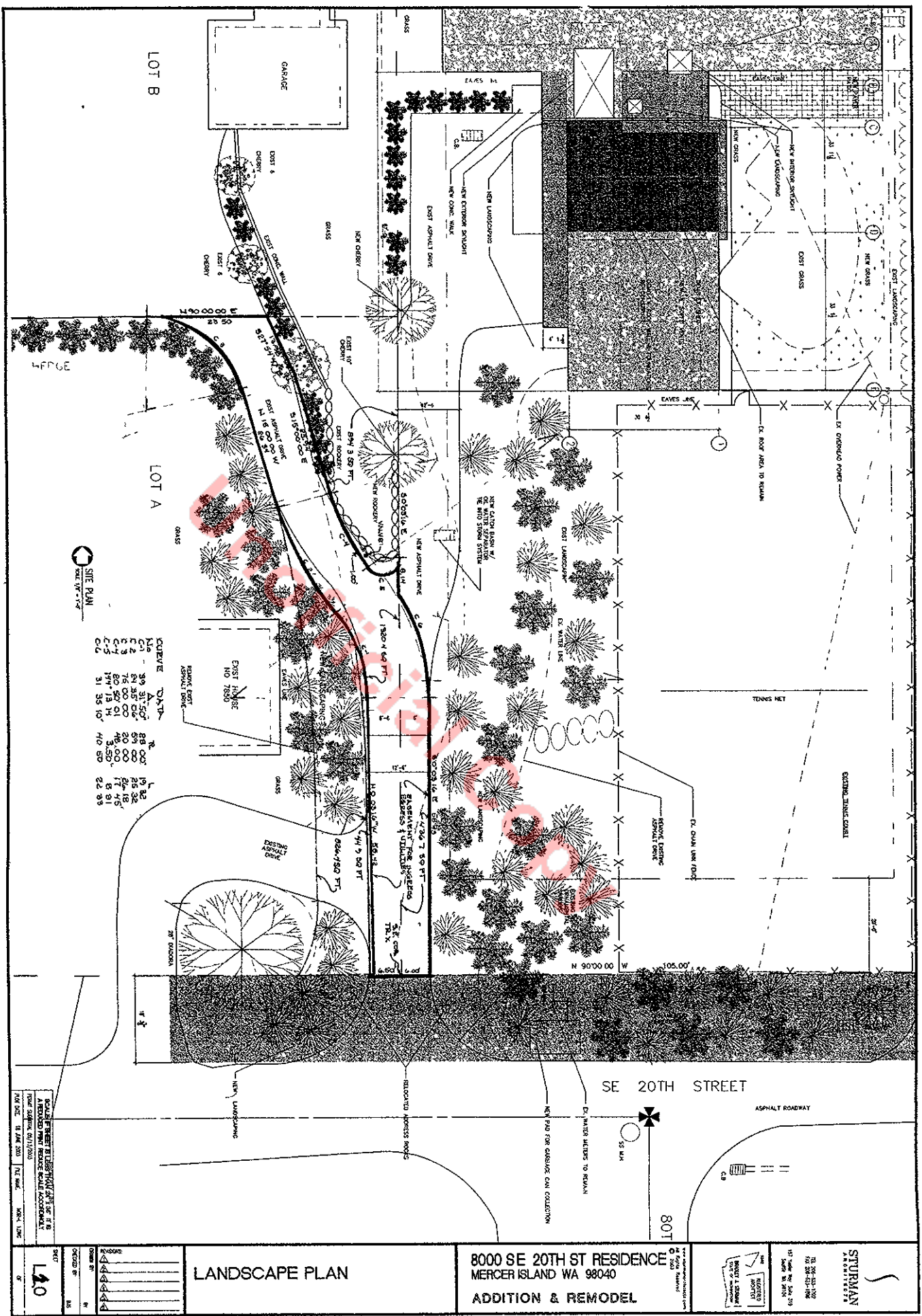
I certify that I know or have satisfactory evidence that Dirk Peterson is the person who appeared before me, and said person acknowledged that he/she signed this instrument and on oath stated that he/she was authorized to execute the instrument and acknowledged it as Vice President of Wells Fargo Bank, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 25th day of August, 2003



*Connie Cervantes*

Notary Public in and for the State of Washington  
Printed Name Connie Cervantes  
My Commission expires 6/19/04  
Residing in Seattle



SITE PLAN  
SCALE: 1/4" = 1'-0"

PLANT	QTY	REMARKS
CELEBRE	1	19 82
C1	39	88 00
C2	84	85 00
C3	78	00 00
C4	150	19 18
C5	150	19 18
C6	31	35 10
C7	40	50 00
C8	42	93 00

SCALE: 1/4" = 1'-0"  
DATE: 03/11/2008  
DRAWN BY: [Name]  
CHECKED BY: [Name]

NO.	DATE	REVISION
1		
2		
3		
4		
5		

LANDSCAPE PLAN

8000 SE 20TH ST RESIDENCE  
MERCER ISLAND WA 98040  
ADDITION & REMODEL

**STURMAN ARCHITECTS**  
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