

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

Foster Pepper PLLC
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
Attention: Joseph A. Brogan



20180131000438

EASEMENT Rec: \$84.00
1/31/2018 10:20 AM
KING COUNTY, WA

**AMENDED AND RESTATED INGRESS AND EGRESS EASEMENT FOR A COMMON
DRIVEWAY WITH MAINTENANCE AGREEMENT**

GRANTOR: WELLS FARGO BANK, N.A., AS TRUSTEE OF THE TITLE
HOLDING TRUST DATED 10-06-99

GRANTEE: JAMES C. EDRIS AND KATHY ANN EDRIS, husband and
wife

ABBREVIATED LEGAL
DESCRIPTION OF

BURDENED PROPERTY: Lots B of SPN 8406269002 and ptns of GL 1, sn 01-24-04
Complete Legal Description on Exhibit A.

ABBREVIATED LEGAL
DESCRIPTION OF

BENEFITED PROPERTY: Lot A of SPN 8406269002
Complete Legal Description on Exhibit B.

ASSESSORS' TAX

PARCEL ID NO.

(BURDENED PROPERTY): 545230-2216; 545230-2218

ASSESSORS' TAX

PARCEL ID NO.

(BENEFITED PROPERTY): 545230-2214

REFERENCE NO.:

20030828001029; 8406269002

N/A
CM-4923 (11)
THIS DOCUMENT IS RECORDED
AS A COURTESY ONLY.
FIRST AMERICAN TITLE INSURANCE CO.
ASSUMES NO LIABILITY FOR
SUFFICIENCY, VALIDITY OR ACCURACY

EXCISE TAX NOT REQUIRED
King County Records Division
By *Mary Makoski* Deputy

AMENDED AND RESTATED INGRESS AND EGRESS EASEMENT FOR A COMMON DRIVEWAY WITH MAINTENANCE AGREEMENT

This Amended and Restated Ingress and Egress Easement for a Common Driveway with Maintenance Agreement (this "Agreement") is made this 11th day of January, 2018 (the "Effective Date"), by and between WELLS FARGO BANK, N.A., AS TRUSTEE OF THE TITLE HOLDING TRUST DATED 10-06-99 ("Grantor") and JAMES C. EDRIS AND KATHY ANN EDRIS, husband and wife ("Grantee").

RECITALS

A. Grantor owns the real property in King County, Washington legally described on Exhibit A attached hereto (the "Burdened Property"). Grantee owns the real property immediately adjacent to the Burdened Property legally described in Exhibit B attached hereto (the "Benefited Property").

B. Grantor and Grantee entered into that certain Ingress and Egress Easement for a Common Driveway with Maintenance Agreement dated August 22, 2003 and recorded in King County Real Property Records under Recording No. 20030828001029 (the "Existing Easement") which set forth certain access rights and maintenance responsibilities between the parties.

C. The parties now wish to amend and restate the Existing Easement in its entirety to revise the area of the Easement Area (as defined in the Existing Easement) and other matters contained therein.

D. Grantor has agreed to grant an easement to Grantee for the benefit of the Benefited Property for vehicular and pedestrian ingress and egress over a portion that certain private roadway described on Exhibit C-1 attached hereto and depicted on Exhibit C-2 attached hereto (the "Roadway").

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Existing Easement. The Existing Easement is hereby amended, replaced and restated in its entirety.

2. Short Plat Access Easements. The driveway and access and egress easements established under the short plat known as Mercer Island Short Plat No MI-84-01-02, as recorded on June 26, 1984 under King County recording number 8406269002 are hereby terminated.

3. Roadway Easement. Grantor hereby grants to Grantee for the benefit of the Benefited Property a nonexclusive, perpetual, appurtenant easement over and across the

Roadway for the purpose of providing reasonable vehicular and pedestrian ingress and egress. Grantor makes this grant of easement reserving unto the Burdened Property use of the Roadway for all uses and purposes not inconsistent with the rights granted to Grantee hereunder including, but not limited to, signage, utilities, landscaping and vehicular and pedestrian passage.

4. Use of Roadway. Grantee shall use the Roadway in such a manner so as to not materially interfere with Grantor's use of the Roadway. In no event may Grantee use the Roadway in such a manner as would block access to the Roadway from the Burdened Property or from Southeast 20th Street. Grantor shall have the right, in its sole discretion and at any time or from time to time, to reconfigure the Roadway, including, driveways, drive aisles, and other areas of the Roadway, including without limitation, modifying access points, provided that at all times reasonable access is preserved over the Roadway (as relocated) to provide access to and from Southeast 20th Street.

5. Construction of Roadway. Grantor shall be solely responsible for the construction of the Roadway in connection with Grantor's development of the Burdened Property and in accordance with such standards and requirements as may be imposed by applicable governmental agencies.

6. Maintenance of Roadway. Subject to reimbursement by Grantee as provided below, Grantor shall be solely responsible for the maintenance of the Roadway, as required under applicable rules and regulations.

7. Payment of Maintenance Costs by Grantee. Grantee shall be responsible for paying fifty percent (50%) of the costs incurred by Grantor for the maintenance of the Roadway. Grantee shall pay such amounts within thirty (30) days of a written request from Grantor.

8. Heavy Trucks or Equipment. Grantee shall use all reasonable means to designate access points other than the Roadway for the ingress and egress of heavy trucks and equipment. Notwithstanding the foregoing, if the use of access points other than the Roadway for heavy trucks or equipment is impracticable, the Roadway may be used by Grantee for the ingress and egress of heavy trucks and construction equipment. In the event that such use causes damage to the Roadway that would not have occurred with normal usage of the Roadway (such as excessive potholes, alligating, and similar conditions), Grantee shall be solely responsible for the costs incurred by Grantor to return the Roadway to such condition that existed prior to the commencement of construction by Grantee.

9. Remedies and Enforcement.

a. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach of either party hereto of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

b. Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or at equity.

10. Indemnification. Grantee shall indemnify and hold Grantor harmless from and against all claims, liens, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property occurring in the Roadway and arising from the negligent, intentional or willful acts or omissions of Grantee, its contractors, employees, agents, or others acting on behalf of Grantee.

11. Notices. All written notices required to be given pursuant to the terms hereof shall be either delivered personally or deposited in the United States mail, first class, postage prepaid and addressed to the addresses listed below with copies to the parties listed after such address:

If to Grantor: Foster Pepper PLLC
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
Attention: Joseph A. Brogan

If to Grantee: James and Kathy Edris
7850 SE 20th Street
Mercer Island, Washington 98040

The foregoing addresses may be changed by written notice to the other party as provided herein.

12. Attorneys' Fees. If any suit or other proceeding is instituted by any of the parties to this Agreement arising out of or pertaining to this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred from the substantially nonprevailing party, in addition to such other available relief.

13. Binding Effect. The benefits and burdens of this Agreement shall run with the land and shall be binding upon the heirs, executors, administrators, personal representatives, transferees, or successors in interest or assigns of Grantor and Grantee. The rights and obligations set forth herein shall not be extinguished by nonuse or abandonment, or by transfer of any interest in the affected properties.

14. Amendment. This Agreement may not be modified or amended without the prior written approval of both parties hereto, or their respective successors and assigns.

15. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be

construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

16. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

[Remainder of Page Left Intentionally Blank; Signatures Appear on Following Page]

Unofficial Copy

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

GRANTOR

WELLS FARGO BANK, N.A.,
AS TRUSTEE OF THE TITLE
HOLDING TRUST DATED 10-06-99

By: [Signature]
Name: Mark Lusier
Its: Vice President

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that MARK LUSIER is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the VICE PRESIDENT of Wells Fargo Bank, N.A., the Trustee of the Title Holding Trust dated 10-06-99, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 11TH day of JANUARY, 2018.

[Signature]
(Signature of Notary)

JESSICA A. WESTERHOLD
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at SEATTLE

My appointment expires APRIL 10, 2019



IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

GRANTEE

James C. Edris
JAMES C. EDRIS

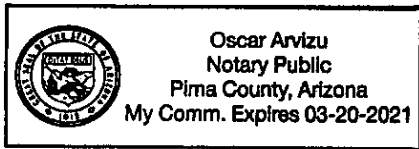
Kathy Ann Edris
KATHY ANN EDRIS

STATE OF ~~WASHINGTON~~ ^{ARIZONA} | ss.
COUNTY OF ~~KING~~ ^{PIMA}

I certify that I know or have satisfactory evidence that James C. Edris and Kathy Ann Edris 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 the instrument.

Dated this 9th day of January, 2018.

Oscar Arvizu
(Signature of Notary)



OSCAR ARVIZU
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of ARIZONA, residing at PIMA county
My appointment expires 03-20-2021

EXHIBIT A

LEGAL DESCRIPTION OF THE BURDENED PROPERTY

Parcel B:

Lot B of City of Mercer Island Short Plat Number MI84-01-02, recorded under recording number 8406269002, said short plat being a subdivision of the West 90 feet of that portion of Government Lot 1, Section 1, Township 24 North, Range 4 East, Willamette Meridian, in King County, Washington, lying North of a line which is 1,374.15 feet North of and parallel to the South line of said Government Lot 1, being a portion of Mercer Park, heretofore vacated by order of King County Commissioner, according to the plat thereof, recorded in volume 8 of plats, page 27, in King County, Washington;

Together with second class shorelands adjoining;

Together with an undivided one-Half interest in Tract X of said short plat.

Parcel C:

The East 105 feet of West 195 feet of that portion of Government Lot 1 of Section 1, Township 24 North, Range 4 East, Willamette Meridian, in King County, Washington, lying North of North margin of Southeast 20th Street as said street is platted in the plat of Mercer Beach Park, according to the plat thereof, recorded in volume 46 of plats, page(s) 7, in King County, Washington (being part of vacated plat of Mercer Park, according to the plat thereof, recorded in volume 8 of plats, page(s) 27, in King County, Washington);

Together with second class shorelands adjoining and abutting thereon lying between the East and West boundary lines of the above described Tract produced and extended.

EXHIBIT B

LEGAL DESCRIPTION OF THE BENEFITED PROPERTY

Lot A of City of Mercer Island Short Plat Number MI84-01-02, recorded under recording number 8406269002, said short plat being a subdivision of the West 90 feet of that portion of Government Lot 1, Section 1, Township 24 North, Range 4 East, Willamette Meridian, in King County, Washington, lying North of a line which is 1,374.15 feet North of and parallel to the South line of said Government Lot 1, being a portion of Mercer Park, heretofore vacated by order of King County Commissioner, according to the plat thereof, recorded in volume 8 of plats, page 27, in King County, Washington;

Together with an undivided one-Half interest in Tract X of said short plat.

Unofficial Copy

EXHIBIT C-1

LEGAL DESCRIPTION OF THE ROADWAY

THAT PORTION OF THE BELOW DESCRIBED TRACT X AND PARCEL C DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT X;
THENCE NORTH 00°03'00" WEST ALONG THE WEST LINE THEREOF, 38.84 FEET;
THENCE NORTH 89°57'00" EAST, 16.00 FEET;
THENCE SOUTH 00°03'00" EAST, 38.85 FEET TO THE SOUTH LINE OF PARCEL C;
THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF TRACT X, NORTH 90°00'00" WEST, 16.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 622 SQ. FT., MORE OR LESS.

TRACT X

TRACT X OF CITY OF MERCER ISLAND SHORT PLAT NUMBER M184-01-02, RECORDED IN VOLUME 40 OF SURVEYS, PAGES 232 AND 232A, UNDER KING COUNTY RECORDING NUMBER 8406269002, RECORDS OF KING COUNTY, WASHINGTON.

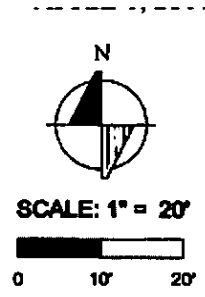
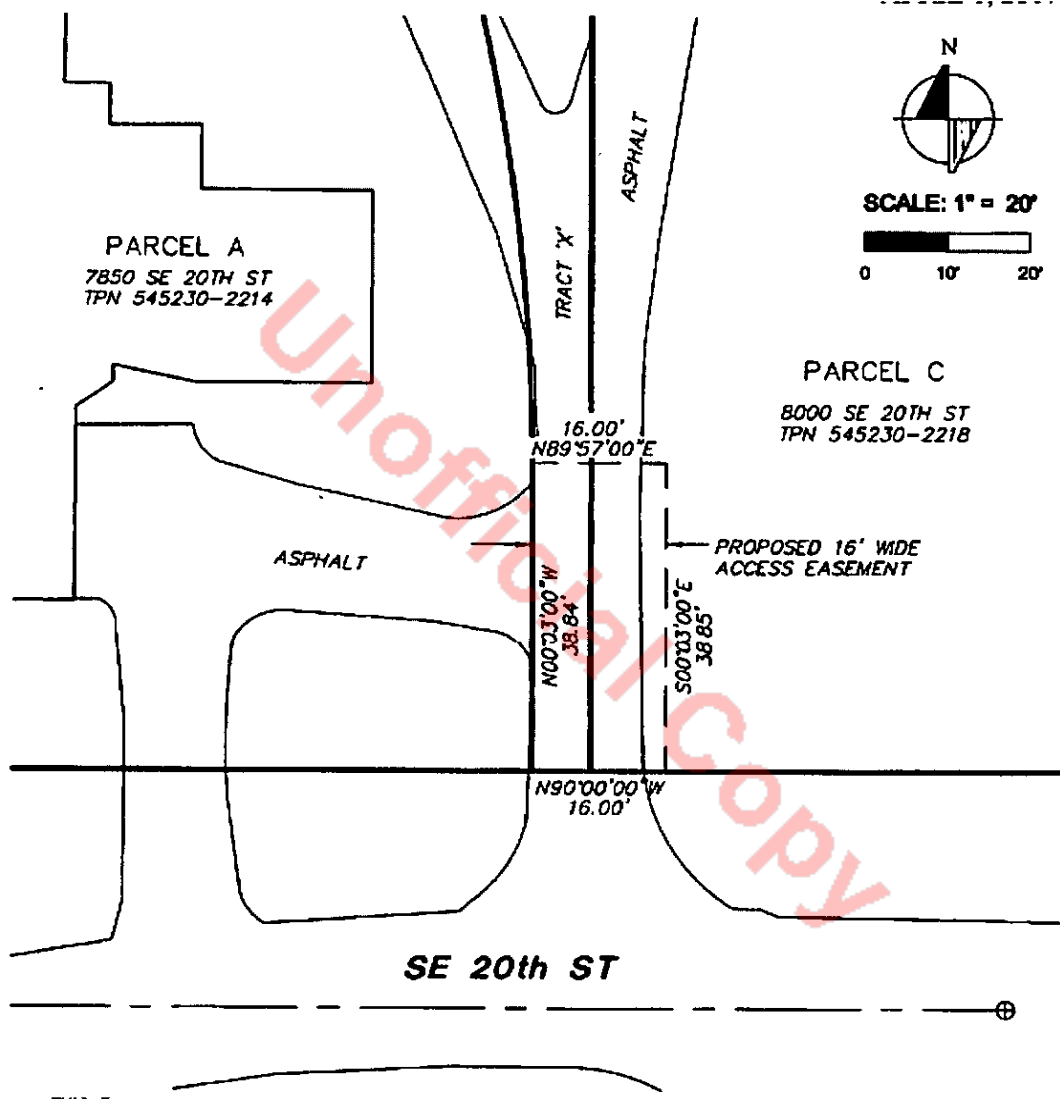
PARCEL C

THE EAST 105 FEET OF THE WEST 195 FEET OF THAT PORTION OF GOVERNMENT LOT 1 OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING NORTH OF NORTH MARGIN OF SOUTHEAST 20TH STREET AS SAID STREET IS PLATTED IN THE PLAT OF MERCER BEACH PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 46 OF PLATS, PAGE 7, IN KING COUNTY, WASHINGTON (BEING PART OF VACATED PLAT OF MERCER PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON);

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING AND ABUTTING THEREON LYING BETWEEN THE EAST AND WEST BOUNDARY LINES OF THE ABOVE TRACT PRODUCED AND EXTENDED.

EXHIBIT C-2

DEPICTION OF ROADWAY



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