

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



20180131000439

EASEMENT Rec: \$85.00
1/31/2018 10:20 AM
KING COUNTY, WA

STORM DRAIN EASEMENT 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.: 8406269002

NM
CM-4923 (12)
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

STORM DRAIN EASEMENT WITH MAINTENANCE AGREEMENT

This Storm Drain Easement 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. The Burdened Property and the Benefited Property are subject to that certain proposed 3-foot easement for underground utilities created by Mercer Island Short Plat No. MI-84-01-02, as recorded on June 26, 1984 under King County recording number 8406269002 which set forth the location of a storm drain easement (the "Short Plat Drainage Easement").

C. The parties now wish to terminate the Short Plat Drainage Easement in its entirety.

D. Grantor has agreed to grant an easement to Grantee for the benefit of the Benefited Property for storm water drainage over a portion of the Burdened Property described on Exhibit C-1 attached hereto and depicted on Exhibit C-2 attached hereto.

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. Short Plat Drainage Easement. The storm drain easement 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 is hereby terminated.

1. Grant of Storm Drain Easement. Grantor hereby grants and conveys to Grantee, for the benefit of the Benefited Property and any legal occupant thereof, a perpetual, nonexclusive easement over, under, across, through and upon limited portions of the Burdened Property described in Exhibit C-1 and depicted in Exhibit C-2 (herein "Drainage Easement Area") to construct, reconstruct, alter, utilize, maintain, repair and protect storm water drainage swales, pipes, and related appurtenances (the "Storm Drainage Facilities"). Grantee shall have a reasonable right of ingress and egress over and upon the Burdened Property for the purpose of

accessing the Drainage Easement Area and the Storm Drainage Facilities to be constructed thereon.

2. Use of Drainage Easement Area. Grantee shall use the Drainage Easement Area in such a manner so as to not materially interfere with Grantor's use of the Drainage Easement Area.

3. Construction of Drainage Easement Area. Grantor shall be solely responsible for the construction of the Storm Drainage Facilities in connection with Grantor's development of the Burdened Property, (the "Drainage Relocation") and in accordance with such standards and requirements as may be imposed by applicable governmental agencies. Grantor shall, at its sole expense, promptly repair and restore any property damage to the Benefited Property resulting from the Drainage Relocation and, following completion of the Drainage Relocation, Grantor shall return such landscaping features on the Benefited Property materially affected by the Drainage Relocation to the same condition prior to the Drainage Relocation.

4. Maintenance of Drainage Easement Area and Storm Drainage Facilities. Grantee shall be solely responsible for maintaining the Storm Drainage Facilities in good working order and condition. Grantee shall, at its sole expense, promptly repair and restore any property damage to the Burdened Property resulting from the use, maintenance or repair of the Storm Drainage Facilities. Following each use of the Drainage Easement Area, Grantee shall return all landscaping features within the Burdened Property to the same condition prior to such use. In the event the Drainage Facilities require emergency repair, Grantor may take all necessary steps to repair the Storm Drainage Facilities and Drainage Easement Area, and Grantee will promptly reimburse Grantor for the same.

5. 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.

6. Indemnification.

a. Grantor shall indemnify and hold Grantee 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 arising from the negligent, intentional or

willful acts or omissions of Grantor, its contractors, employees, agents, or others acting on behalf of Grantor relating to the Drainage Relocation.

b. 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 arising from the negligent, intentional or willful acts or omissions of Grantee, its contractors, employees, agents, or others acting on behalf of Grantee relating to the construction, operation, repair or maintenance of the Storm Drainage Facilities or exercise of Grantee's rights under this Easement Agreement.

7. 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 Brogan, Esq.

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.

8. 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.

9. 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.

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

11. 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.

12. 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

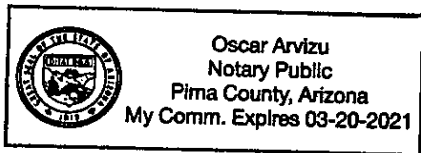
James C. EDRIS
JAMES C. EDRIS

Kathy Ann EDRIS
KATHY ANN EDRIS

STATE OF Arizona WASHINGTON |
COUNTY OF PIMA KING | ss.

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 DRAINAGE EASEMENT AREA

THAT PORTION OF THE BELOW DESCRIBED TRACT X AND PARCELS B AND C, BEING A STRIP OF LAND 5.00 FEET IN WIDTH, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT X;
THENCE SOUTHERLY ALONG THE WEST LINE THEREOF, BEING A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF $00^{\circ}40'07''$, AN ARC LENGTH OF 3.03 FEET AND A CHORD BEARING SOUTH $22^{\circ}20'06''$ EAST, 3.03 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIBED CENTERLINE;

THENCE NORTH $81^{\circ}22'34''$ EAST, 37.20 FEET;
THENCE SOUTH $89^{\circ}57'17''$ EAST, 86.01 FEET;
THENCE NORTH $00^{\circ}00'00''$ EAST, 160.00 FEET TO THE TERMINUS OF THIS DESCRIBED CENTERLINE;

THE SIDELINES OF SAID STRIP SHALL BE EXTENDED OR SHORTENED TO TERMINATE AT THE WEST LINE OF TRACT X.

CONTAINING 1,416 SQ. FT., MORE OR LESS.

TRACT X

TRACT X OF CITY OF MERCER ISLAND SHORT PLAT NUMBER MI84-01-02, RECORDED IN VOLUME 40 OF SURVEYS, PAGES 232 AND 232A, UNDER KING COUNTY RECORDING NUMBER 8406269002, RECORDS OF KING COUNTY, WASHINGTON.

PARCEL B

TRACT B OF CITY OF MERCER ISLAND SHORT PLAT NUMBER MI84-01-02, RECORDED IN VOLUME 40 OF SURVEYS, PAGES 232 AND 232A, UNDER KING COUNTY RECORDING NUMBER 8406269002, RECORDS OF 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 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 DRAINAGE EASEMENT AREA

