

Record Date:7/14/2022 7:17 AM

Electronically Recorded King County, WA

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

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

**AMENDED AND RESTATED 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.: 20180214000860

AMENDED AND RESTATED STORM DRAIN EASEMENT WITH MAINTENANCE AGREEMENT

This Amended and Restated Storm Drain Easement with Maintenance Agreement (this "Agreement") is made this 24th day of April, 2022 (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 Storm Drain Easement with Maintenance Agreement, dated February 14, 2018, and recorded in King County Real Property Records under Recording No. 20180214000860 (the "Existing Easement") which set forth certain 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 location 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 storm water drainage over a portion of the Burdened Property as described in Exhibit C 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. 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 (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. Maintenance of Drainage Easement Area and Storm Drainage Facilities. Grantor and Grantee shall share maintenance responsibility for the Storm Drainage Facilities evenly, 50%/50%, from the Point of Beginning to Catch Basin 3, as shown in Exhibit C, and keep the Storm Drainage Facilities in good working order and condition. Grantor shall be solely responsible for maintenance of the Storm Drainage Facilities from Catch Basin 3 to Lake Washington, with the exception being that Grantee shall share in any maintenance responsibility in the event of Grantee's negligence causing necessary maintenance in that same segment. 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 consistent with the allocation of responsibilities noted above.

4. 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.

5. 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.

6. 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 Garvey PC
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.

7. 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.

8. 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.

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

10. 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.

11. 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]

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: STACI MILLIGAN
Its: officer

STATE OF WASHINGTON |
COUNTY OF PIERCE | ss.

I certify that I know or have satisfactory evidence that Staci Milligan 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 officer 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.

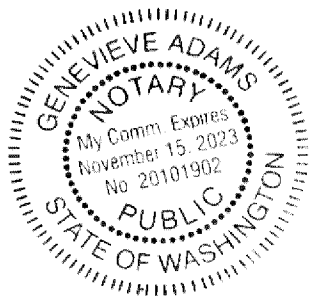
Dated this 26th day of April, 2022.

[Signature]
(Signature of Notary)

Genevieve Adams
(Legibly Print of Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at Pierce County, Puyallup City

My appointment expires 11/15/2023



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

GRANTEES

James C. Edris
JAMES C. EDRIS

Kathy Ann Edris
KATHY ANN EDRIS

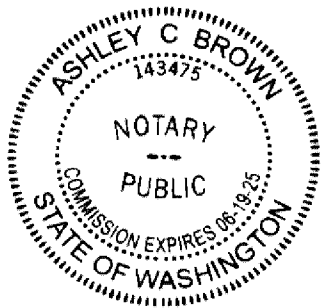
STATE OF WASHINGTON

ss.

COUNTY OF KING

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 29 day of April, 2022.



Ashley C. Brown
(Signature of Notary)

Ashley C. Brown
(Legibly Print or Stamp Name of Notary)

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

My appointment expires June 19, 2025

EXHIBIT A

Parcel A Legal Description

LOT A, CITY OF MERCER ISLAND SHORT PLAT NO. SUB17-007 , RECORDED UNDER RECORDING
NO. 20180417900034, IN KING COUNTY, WASHINGTON.

APN # 545230-2214

Unofficial Copy

EXHIBIT B
Parcel B Legal Description

CONSOLIDATED PARCEL C, CITY OF MERCER ISLAND SHORT PLAT NO. SUB17-006,
RECORDED UNDER RECORDING NO. 20180417900035, IN KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

APN # 545230-2216; 545230-2218

Unofficial Copy

EXHIBIT C
REVISED STORM DRAINAGE EASEMENT

Unofficial Copy

**NFH RESIDENCE
REVISED STORM DRAINAGE EASEMENT**

**PROJECT NO. NORP0000-5131
FEBRUARY 23, 2022**

That portion of Tract X of City of Mercer Island Short Plat No. M184-01-02 recorded under Recording No. 8406269002, together with that portion of Consolidated Parcel C, City of Mercer Island Short Plat No. SUB17-006 recorded under Recording No. 20180417900035, both records of King County, Washington, 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 of said Tract, and along a non-tangent curve to the right, whose center bears South 67°19'51" West, having a radius of 260.00 feet, through a central angle of 17°02'09", an arc length of 77.31 feet to the True Point of Beginning of this described centerline;
Thence leaving said west line, North 75°05'21" East, 3.78 feet;
Thence North 10°10'54" East, 79.21 feet;
Thence South 89°59'17" East, 81.85 feet;
Thence North 00°10'13" West, 164.14 feet to the terminus of this described centerline.

The sidelines of said strip to be lengthened or shortened to terminate on each other and at the west line of said Tract X.

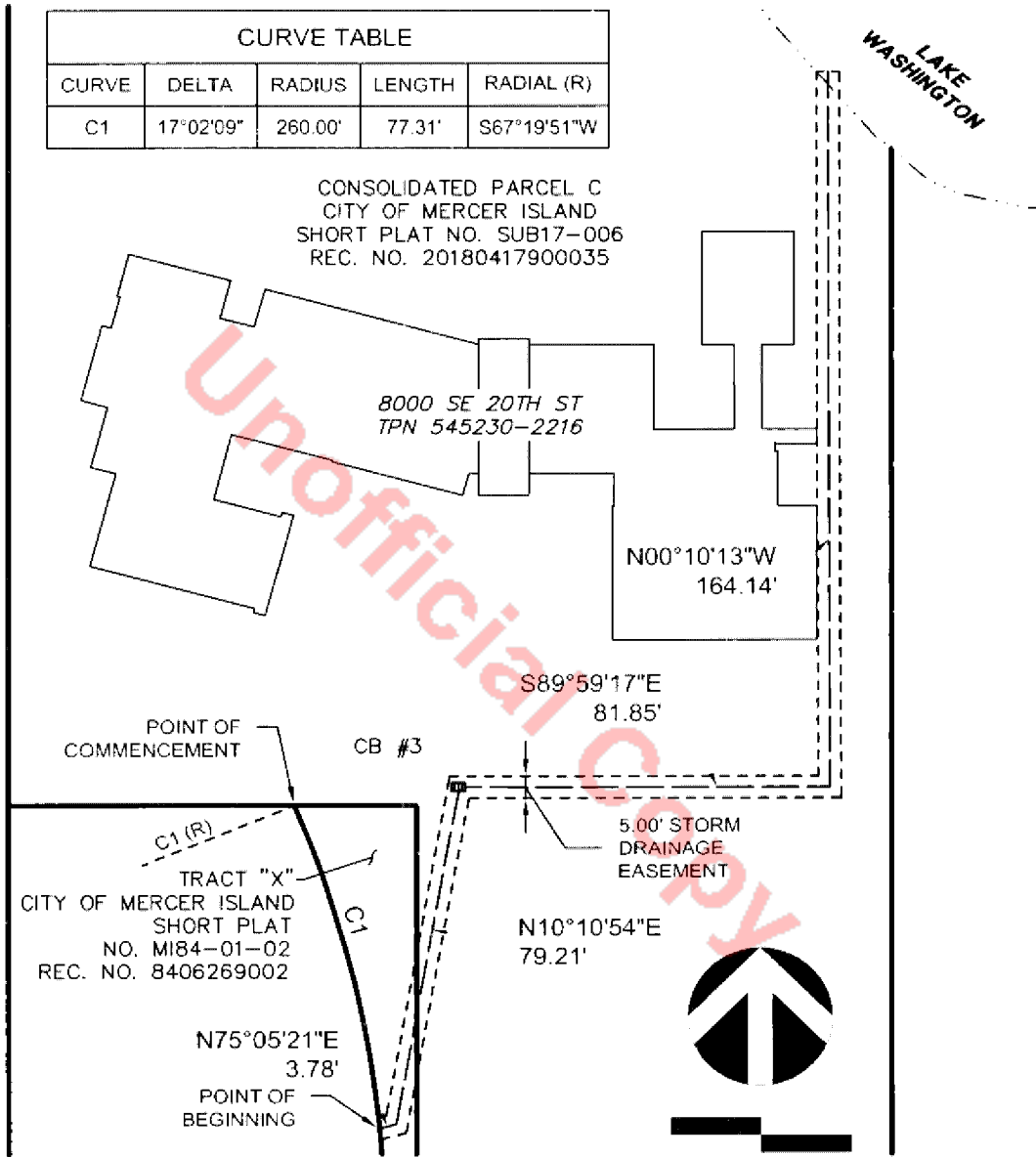


NFH RESIDENCE
 STORM DRAINAGE EASEMENT

JOB # NORP00005131
 MARCH 28, 2022

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	RADIAL (R)
C1	17°02'09"	260.00'	77.31'	S67°19'51"W

CONSOLIDATED PARCEL C
 CITY OF MERCER ISLAND
 SHORT PLAT NO. SUB17-006
 REC. NO. 20180417900035



THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



**DAVID EVANS
 AND ASSOCIATES INC.**
 20300 Woodinville Snohomish Rd NE
 Suite A - Woodinville, WA 98072
 Phone: 425.415.2000