

**Return Address:**

Joseph Brogan  
Foster Garvey PC  
1111 Third Ave, Suite 3000  
Seattle, WA 98101

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Property Use and Maintenance Agreement 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** Exactly as name(s) appear on document

1. Wells Fargo Bank NA, \_\_\_\_\_  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Grantee(s)** Exactly as name(s) appear on document

1. James C. Edris and Kathy Ann Edris Living Trust, \_\_\_\_\_  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Lot A, City of Mercer Island Short Plat No. SUB17-007, King County, WA  
Consolidated Parcel C of City of Mercer Island Short Plat No. SUB 17-007, King County, WA

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

assigned 545230-2214, 545230-2216, 545230TR-X

Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."**

\_\_\_\_\_  
Signature of Requesting Party

**Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements**

## PROPERTY USE AND MAINTENANCE AGREEMENT

This Property Use and Maintenance Agreement (this "Agreement") is made this 18 day of February, 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 the JAMES C. EDRIS AND KATHY ANN EDRIS LIVING TRUST ("Grantee") (collectively, the "Parties").

Grantee is the owner of real property in King County, Washington referred to herein as Parcel A, said parcel being legally described in Exhibit A. Grantor is the owner of real property in King County, Washington referred to herein as Parcel B, said parcel being legally described in Exhibit B. The Parties each own an undivided one-half interest in Tract X, as depicted on Exhibit C.

For mutual benefit and to set forth the rights and responsibilities of the Parties with respect to the undivided interests in Tract X and Grantee's limited interest in Parcel B, as set forth below, the Parties do hereby agree to the following:

1. Tract X has been improved with a new driveway and landscaping by the Parties as specified in the plan prepared by Allworth Design, dated February 4, 2022, and mutually agreed to by the Parties. A true and correct copy of the Allworth Design Plan is attached as Exhibit D. There shall be no changes to, or improvements made within Tract X by either party without the express written consent of the other party.
2. Grantor shall be solely responsible for maintaining Tract X.
3. Grantor agrees to convey an interest in that portion of Parcel B depicted and legally described in Exhibit E. Said area on Parcel B shall be referred to as the "Landscape Management Area." The interest conveyed by Grantor, by and through this agreement, is limited to Grantee's use of the Landscape Management Area as lawn and landscape only, as depicted on Exhibit D. Grantee shall be responsible for maintaining the Landscape Management Area on Parcel B. Grantee shall have a limited license for right of entry into the Landscape Management Area solely for maintenance and quiet use, e.g., placement and use of lawn chairs by Grantee.
4. The Parties acknowledge that this Agreement requires Grantor to maintain Tract X and for Grantee to maintain the Landscape Management Area consistent with the Allworth Design Plan (Exhibit D), and in a high quality manner. Any material change to these areas by either party without mutual approval is prohibited. The Parties acknowledge that a material change by either party without mutual approval could give rise to damages.

5. The Parties agree to indemnify and hold each other harmless for any claim resulting from or relating to this Agreement.
6. This Agreement shall be recorded and extend to and be binding upon the Parties and their respective successors and assigns, heirs, administrators, executors, and upon any person or persons, entity, coming into ownership or possession of any interest in the respective Parcels by operation of law or otherwise, and shall be construed as covenants running with the land.
7. In the event that the Parties agree to obtain a Boundary Line Adjustment ("BLA") concerning Tract X and said BLA is approved by the City of Mercer Island resulting in the elimination of Tract X through its combination into one or both Parcels, this Agreement shall become null and void.

EFFECTIVE this 18th day of February, 2022.

**JAMES AND KATHY ANN EDRIS LIVING TRUST**

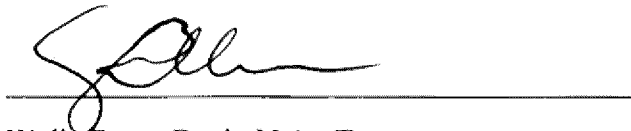


James C. Edris, Trustee



Kathy Ann Edris, Trustee

**TITLE HOLDING TRUST, Dated 10-06-1999**



Wells Fargo Bank, N.A., Trustee

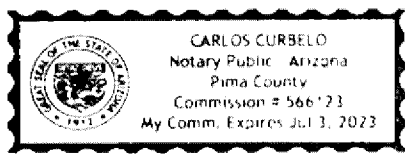
STATE OF ~~WASHINGTON~~ <sup>Arizona</sup> )  
 ) ss.  
COUNTY OF ~~King~~ <sup>Pima</sup> )

I certify that I know or have satisfactory evidence that James C. Edris is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as a Trustee on behalf of the JAMES AND KATHY ANN EDRIS LIVING TRUST and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: this 15<sup>th</sup> day of ~~February~~ <sup>March</sup>, 2022

James C. Edris  
James C. Edris

(Seal or stamp)



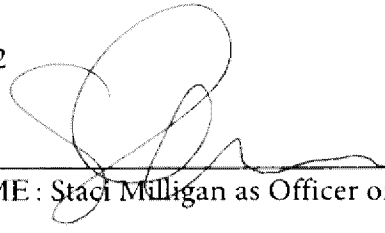
Carlos Curbelo  
Notary Name  
Notary Public  
My appointment expires: July 3, 2023

Unofficial Copy

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

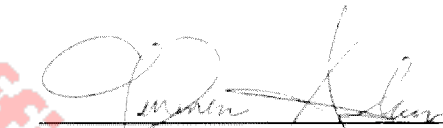
I certify that I know or have satisfactory evidence that STACI MILLIGAN is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized by Wells Fargo Bank, N.A., Trustee, to execute the instrument as a Trustee on behalf of the TITLE HOLDING TRUST, Dated 10-06-1999, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: this 14<sup>th</sup> day of February, 2022

  
NAME: Staci Milligan as Officer of Wells Fargo Bank N.A.

(Seal or stamp)



  
Notary Name Genevieve Adams  
Notary Public  
My appointment expires: 11/15/2023

**Original Copy**

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

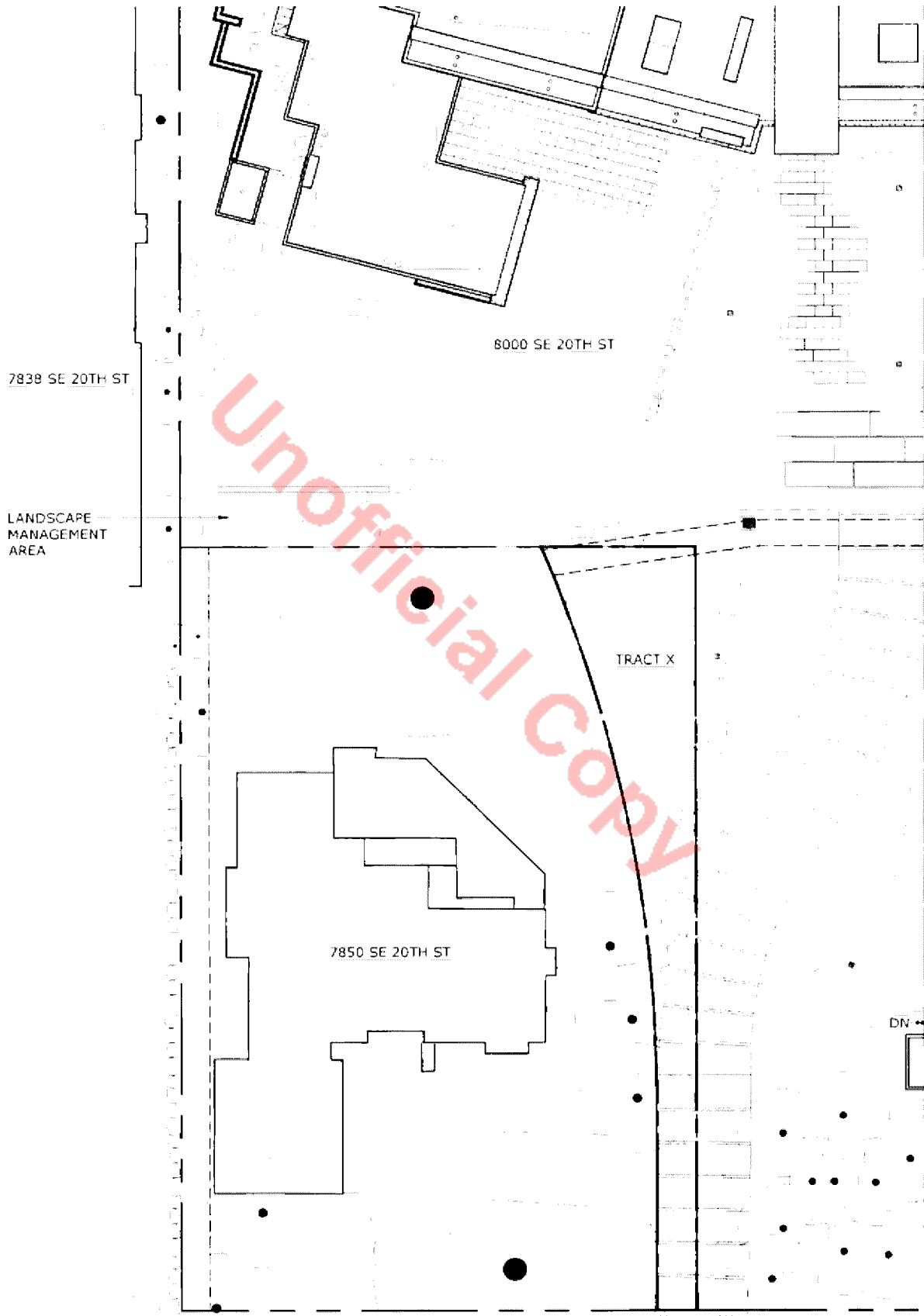
Unofficial Copy

EXHIBIT C

Tract X

Unofficial Copy





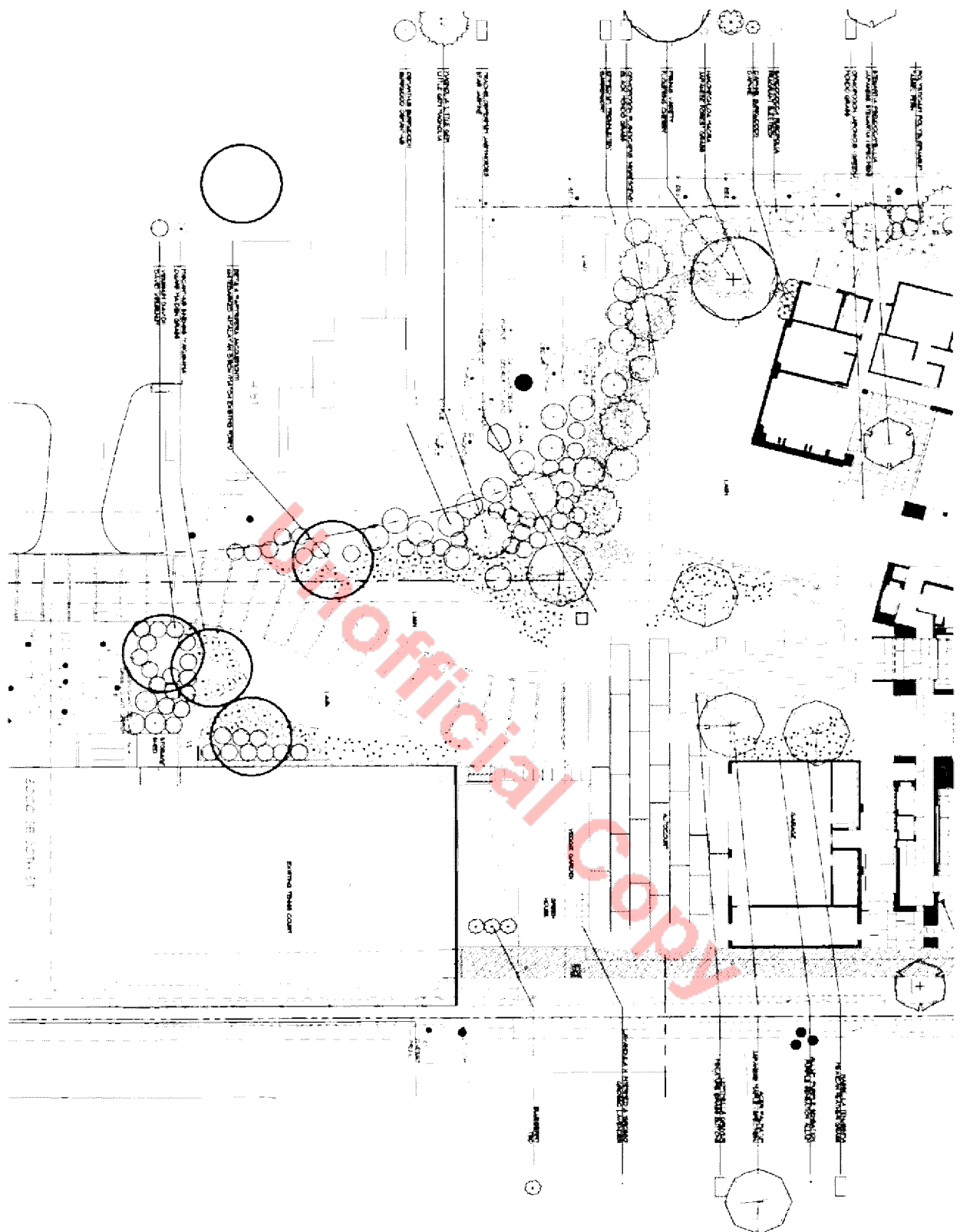
1 TRACT X & LANDSCAPE MANAGEMENT AREA  
SCALE: 1/16" = 1'-0"

2/4/22



EXHIBIT D  
Allworth Design Plan

Unofficial Copy



allworth design

PROJECT TITLE  
NFH  
RESIDENCE  
1800 SE 30TH ST  
MILWAUKEE, WA 98148



PROJECT NUMBER  
18107200  
SHEET TITLE  
PLANTING PLAN

DESIGNED BY / ARCHITECT	DAVE
DRAWN BY	DAVE
CHECKED BY	DAVE
DATE	05/20/22

L4.2

EXHIBIT E

Landscape Management Area

Legal Description

Unofficial Copy

LANDSCAPE MANAGEMENT AREA

JOB NO. NORP00005131  
FEBRUARY 07, 2022

THAT PORTION OF CONSOLIDATED PARCEL C, CITY OF MERCER ISLAND SHORT PLAT NO. SUB17-006, RECORDED UNDER RECORDING NO. 20180417900035, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID PARCEL C, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT A, CITY OF MERCER ISLAND SHORT PLAT NO. SUB17-007, RECORDED UNDER RECORDING NO. 20180417900034;

THENCE NORTH 90°00'00" EAST, ALONG THE COMMON LINE OF SAID PARCEL C AND SAID LOT A, A DISTANCE OF ~~33.88~~ <sup>42.0 ACE KAR M</sup> FEET TO A POINT OF NON-RADIAL INTERSECTION WITH A 3.35 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 45°22'47" WEST;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°05'49", A DISTANCE OF 5.39 FEET TO A POINT ON NON-RADIAL INTERSECTION WITH A 2.83 FOOT RADIUS REVERSE CURVE TO THE RIGHT THE CENTER OF WHICH BEARS NORTH 28°33'03" EAST;

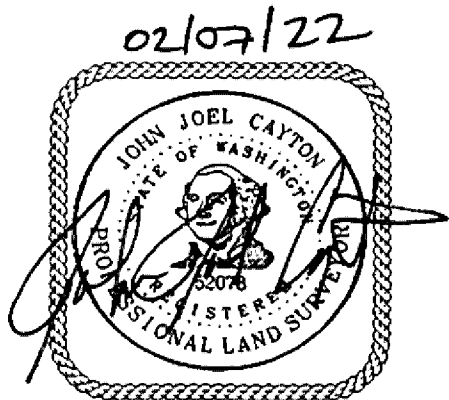
THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 133°34'29", A DISTANCE OF 6.59 FEET;

THENCE NORTH 00°00'00" EAST 1.00 FEET;

THENCE NORTH 90°00'00" WEST ~~34.25~~ <sup>42.0 ACE KAR M</sup> FEET TO THE WEST LINE OF SAID PARCEL C; THENCE SOUTH 00°03'00" EAST, ALONG SAID WEST LINE, A DISTANCE OF 11.00 FEET TO SAID MOST WESTERLY SOUTHWEST CORNER OF PARCEL C, AND THE POINT OF BEGINNING.

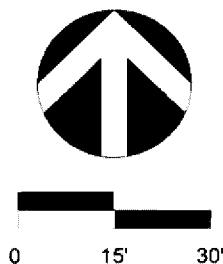
SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING AN AREA OF +/- 370 SF., MORE OR LESS.



**LANDSCAPE MANAGEMENT AREA**

JOB # NORP00005131  
 FEBRUARY 07, 2022



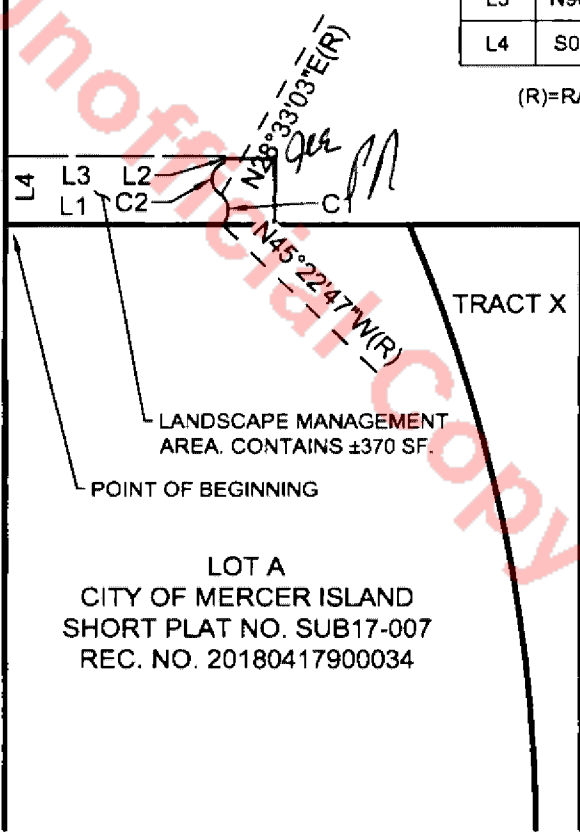
CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	3.35'	5.39'	92°05'49"	N1°25'41"W	4.83'
C2	2.83'	6.59'	133°34'29"	N5°20'18"E	5.19'

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N90°00'00"E	<del>33.88'</del>
L2	N00°00'00"E	<del>1.00'</del>
L3	N90°00'00"W	<del>34.25'</del>
L4	S00°03'00"E	11.00'

(R)=RADIAL BEARING

BOUNDARY LINE ADJUSTMENT 97-0768  
 PARCELL  
 REC. NO 9707219013



*M*  
 42.00' *see*  
 42.00' *see*



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

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.