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Ryan Harriman, Planning Manager
City of Mercer Island Community Planning & Development
9611 SE 36TH Street
Mercer Island, WA 98040
Via E-Mail: ryan.harriman@mercerisland.gov

November 7, 2022

Re: File No. SUB21-008 – Koneru Short Plat

Dear Mr. Harriman:

We represent JMK Homes, LLC with regard to the above-referenced application. I am writing in response to your Request for Information dated October 12, 2022, specifically:

the Applicant was informed via email that whether the private access road is in a tract or an easement, these arrangements often limit the ability to add new lots – unless the underwriting document is amended to include such. At the next submittal, the applicant shall submit evidence that they can legally add an additional lot to the use of this private access road.

The easement in question was contained in that certain Partition Agreement dated October 17, 1968, and recorded under King County Recording number 6426307. In that agreement, the owners agreed that the underlying properties would be subject to, and benefitted by, an ingress and egress easement over the roadway. The easement contained no restrictions on subdivision or limits on what portions of the benefitted properties could use the easement. Easements without such specific limitations continue to serve subdivision of the original benefitted lots. See Clippinger v. Birge, 14 Wn.App. 976, 547 P.2d 871 (1976).

In the case at hand, the easement originally benefitted two lots. Those two lots have been subdivided and the easement currently benefits 12 lots. There is no prohibition against it serving future subdivided portion of these lots. Please do not hesitate to contact me if you have any further questions. Thank you.

Sincerely,



Vicki E. Orrico

Direct Tel: (425) 467-9968

Email: orrico@jmmklaw.com

2022-11-03 Letter to City Regarding Easement Rights 1037-001

PARTITION AGREEMENT

THIS AGREEMENT made this 17th day of October
1968, by and between FLORENCE ENGSTROM and MARGARET ENGSTROM
QUARLES.

6426307

WITNESSETH:

WHEREAS, the parties hereto have acquired certain real
property on Mercer Island, Washington, as tenants in common; and

WHEREAS, certain of the property has been and is now
the residence of Florence Engstrom, and both parties desire that
she own said residence in fee and that all of said property be
partitioned, now, therefore,

IT IS HEREBY AGREED as follows:

1. Florence Engstrom hereby quit claims and conveys
to Margaret Engstrom Quarles her interest in the following
described parcels of property:

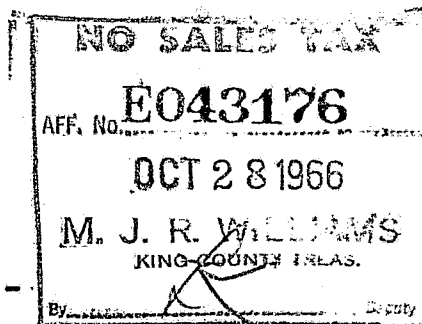
PARCEL A:

An undivided one-half interest in the South
half of that portion of Government Lot 1,
and the NW 1/4 of the NE 1/4 of Section 30,
Township 24 N, Range 5 E, lying between the
North 498 feet thereof and the south 471
feet thereof;

EXCEPT the right of way of Mercer Island
County Road in King County, State of Wash-
ington; and

EXCEPT the north 9 feet of the south 480
feet of Government Lot 1, Section 30, Town-
ship 24 N, Range 5 E, W.M., together with
the shorelands of the second class in front
of and abutting thereon; and

EXCEPT the north 9 feet of the south 480
feet of that portion of NW 1/4 of the NE
1/4 of said Section 30 lying easterly of
Mercer Island Boulevard; and



3 additional sheets

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EXCEPT the north 19 feet of the south 490 feet of that portion of the NW 1/4 of the NE 1/4 of said Section 30, lying westerly of Mercer Island Boulevard; and

EXCEPT the portion thereof lying easterly of a line parallel with and 1,588.78 feet easterly of (measured at right angles to) the west line of the NE 1/4 of said Section 30, all situated in King County, State of Washington.

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Together with an eight foot easement along the southern border of that portion of Government lot 1 hereby retained by grantor for purposes of maintaining the existing private six inch sewer line appurtenant to the property hereinabove conveyed; and

Together with a license to use the existing water delivery system for lawn sprinkling purposes, said license is revocable at the will of grantor.

Reserving to the grantor an easement for unobstructed ingress and egress over the existing private roadway extending northwesterly to East Mercer Way appurtenant to that portion of the property described as lying easterly of a line parallel with and 1,588.78 feet easterly of (measured at right angles to) the west line of the NE 1/4 of said Section 30; and

Reserving to the grantor a ten-foot wide easement on, above and beneath the existing storm sewer and trashrack for the purpose of maintenance and improvement, appurtenant to that portion of the property described as lying easterly of a line parallel with and 1,588.78 feet easterly of (measured at right angles to) the west line of the NE 1/4 of said Section 30.

Subject to all easements of record.

PARCEL B:

An undivided one-half interest in the property beginning at a point on the west border line of East Mercer Way, 248 feet East and 300 feet south of the quarter

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corner between Sections 19 and 30, Township 24 N, Range 5E, W.M.; running thence west on a line parallel to and distant 300 feet from the section line between said sections 19 and 30, a distance of 248 feet more or less, to the center section line of said section 30, thence south along said center section line a distance of 198 feet, thence east to the westerly border line of said East Mercer Way, thence northwesterly along the westerly border line of said boulevard to place of beginning subject to easements and restrictions of record.

PARCEL C:

An undivided one-quarter interest in the property commencing at the quarter corner to sections 19 and 30, Township 24 N, Range 5E, W.M., King County Washington; running thence south 300 feet, thence east 228 feet, thence north 300 feet to section line between said sections 19 and 30, thence west along said section line 228 feet to the point of beginning, subject to easements and restrictions of record.

2. Margaret Engstrom Quarles hereby quit claims and conveys to Florence Engstrom all of her interest in the following described property:

The south 1/2 of that portion of Government Lot 1, Section 30, Township 24 N, Range 5 E, lying between the north 498 feet thereof and the south 471 feet thereof, and easterly of a line parallel with and 1,588.78 feet easterly of (measured at right angles to) the west line of the NE 1/4 of said Section 30; except the south 9 feet thereof.

Together with shorelands of the second class in front of and abutting upon said portion of Government Lot 1.

Together with an easement for unobstructed ingress and egress over the existing private roadway extending northwesterly to East Mercer Way appurtenant to the property hereby conveyed;

Together with a ten-foot wide easement on, above and beneath the existing storm sewer and trashrack for the purpose of maintenance and improvement, appurtenant to the property hereby conveyed.

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Reserving an eight foot easement along the southerly border of the property described for purposes of maintaining the existing private six inch sewer line appurtenant to Parcel A.

Subject to easements of record under Auditor's file Nos. 5758769, 5787753, 5787780.

DATED this 17th day of October, 1968.

Florence Engstrom
Florence Engstrom

Margaret Engstrom Quarles
Margaret Engstrom Quarles

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