

Return Address:

City of Mercer Island
Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040

**PERMANENT EASEMENT FOR SURFACE WATER COLLECTION
AND STORM DRAINAGE SYSTEM**

Grantor (s): Jason W. Farrish and Robin B. Farrish

Grantee (s): CITY OF MERCER ISLAND

Property Legal Description (abbreviated): PTN OF TR 21, HARRY WHITE'S PLOT OF EAST SEATTLE ACRE TRS

Additional Legal(s) on Exhibit "A"

Easement Legal Description (abbreviated): 30 foot wide drainage easement

Additional Legal(s) on Exhibit "B"

Additional Map on Exhibit "C"

Assessor's Tax Parcel ID#(s): 9365700310

RECITALS

A. Jason W. Farrish and Robin B. Farrish, husband and wife ("Grantors") are the owners of certain real property (the "Property") located at 4323 W Mercer Way in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct improvements for the purposes of stabilizing and reducing erosion of the watercourse located partially on Grantors' Property. The Grantee requires access to and use of a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. Grant of Easement. Grantors grant, convey, and warrant to the Grantee a permanent easement ("Easement") under, across, and over that portion of the Property legally described in Exhibit "B" attached hereto and incorporated herein by reference. Grantee and its agents, designees, and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and enlarge all surface water drainage facilities including, but not limited to, underground facilities and/or systems upon and under the Easement, together with all necessary or convenient appurtenances thereto, including without limitation, pipes, culverts, catch basins, retention and detention facilities, ponds, biofiltration swales, vegetation, ditches, water quality treatment facilities vaults, erosion control facilities, control structures, and semi-buried or ground mounted facilities ("Facilities"). Maintenance of Facilities may include, but is not limited to: removal of invasive plant species, planting vegetation and removing, adding and/or relocating woody debris. Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the Facilities within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Temporary Construction Easement. Grantors hereby grant to Grantee a temporary construction easement over and across the property for the purposes of facilitating construction of the Facilities.

3. Access. Grantors also covenant and agree that, upon reasonable notice to Grantors, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

4. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantors' Property to a condition similar to its condition prior to such work. Following the construction and installation of the Facilities, Grantors may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

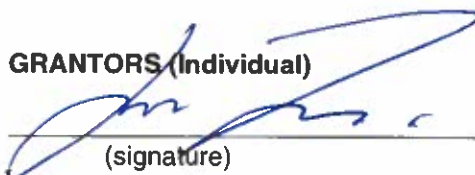
5. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantors reserve the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantors shall not construct or maintain any buildings or other structures on the Easement. Grantors shall not perform digging, tunneling, or other form of construction activity on the Property, which would disturb the compaction of or damage any Facilities within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

6. Indemnification. Grantors agree to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantors or Grantors' agents or invitees within or with respect to the Easement.

7. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantors and Grantee, and shall be binding upon their respective successors, heirs, and assigns.

DATED THIS 12 day of February, 2021.

GRANTORS (Individual)


(signature)

Jason W. Farrish
(typed/printed name)

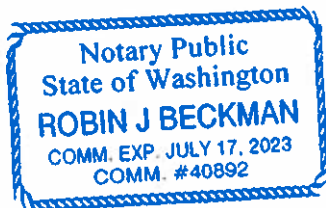

(signature)

Robin B. Farrish
(typed/printed name)

STATE OF WA)
COUNTY OF King) ss.

On this day personally appeared before me, Jason W. Farrish and Robin B. Farrish, to me known to be the individual(s) described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 12 day of February, 2021.



Robin J. Beckman
(notary signature)

Robin J. Beckman
(typed/printed name of notary)

Notary Public in and for the State of WA
My commission expires 7-17-2023

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THAT PORTION OF TRACT 21, HARRY WHITE'S PLAT OF EAST SEATTLE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 36, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER SECTION CORNER ON THE EAST BOUNDARY OF SECTION 13, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY;
THENCE NORTH 89°54'07" WEST ALONG THE NORTH BOUNDARY LINE OF MERRIMOUNT ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24 OF PLATS, PAGE 37, RECORDS OF KING COUNTY, A DISTANCE OF 1037.33 FEET TO THE CENTERLINE OF THIRD STREET;
THENCE NORTH 00°05'56" WEST ALONG THE CENTERLINE OF SAID THIRD STREET FOR A DISTANCE OF 294.84 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 21;
THENCE CONTINUING NORTH 00°05'56" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 259.27 FEET TO AN INTERSECTION WITH THE CENTERLINE OF "J" STREET OF SAID HARRY WHITE'S PLAT OF EAST SEATTLE ACRE TRACTS;
THENCE NORTH 89°54'04" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 263.95 FEET;
THENCE SOUTH 00°05'56" EAST 139.00 FEET;
THENCE SOUTH 08°21'52" WEST 141.05 FEET TO THE CENTERLINE OF "K" STREET IN SAID HARRY WHITE'S PLAT OF EAST SEATTLE ACRE TRACTS;
THENCE NORTH 89°37'35" EAST ALONG SAID CENTERLINE OF "K" STREET FOR A DISTANCE OF 96.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 41°23'23" EAST 165.35 FEET TO THE WESTERLY MARGIN OF WEST MERCER WAY;
THENCE SOUTH 48°36'37" EAST ALONG SAID WESTERLY MARGIN FOR A DISTANCE OF 110.82 FEET TO A POINT OF CURVATURE IN SAID WESTERLY MARGIN;
THENCE ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 160.90 FEET THROUGH A CENTRAL ANGLE OF 22°32'11" FOR AN ARC DISTANCE OF 63.62 FEET TO THE CENTERLINE OF SAID "K" STREET;
THENCE SOUTH 89°37'35" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 231.29 FEET TO THE POINT OF BEGINNING.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

EXHIBIT B

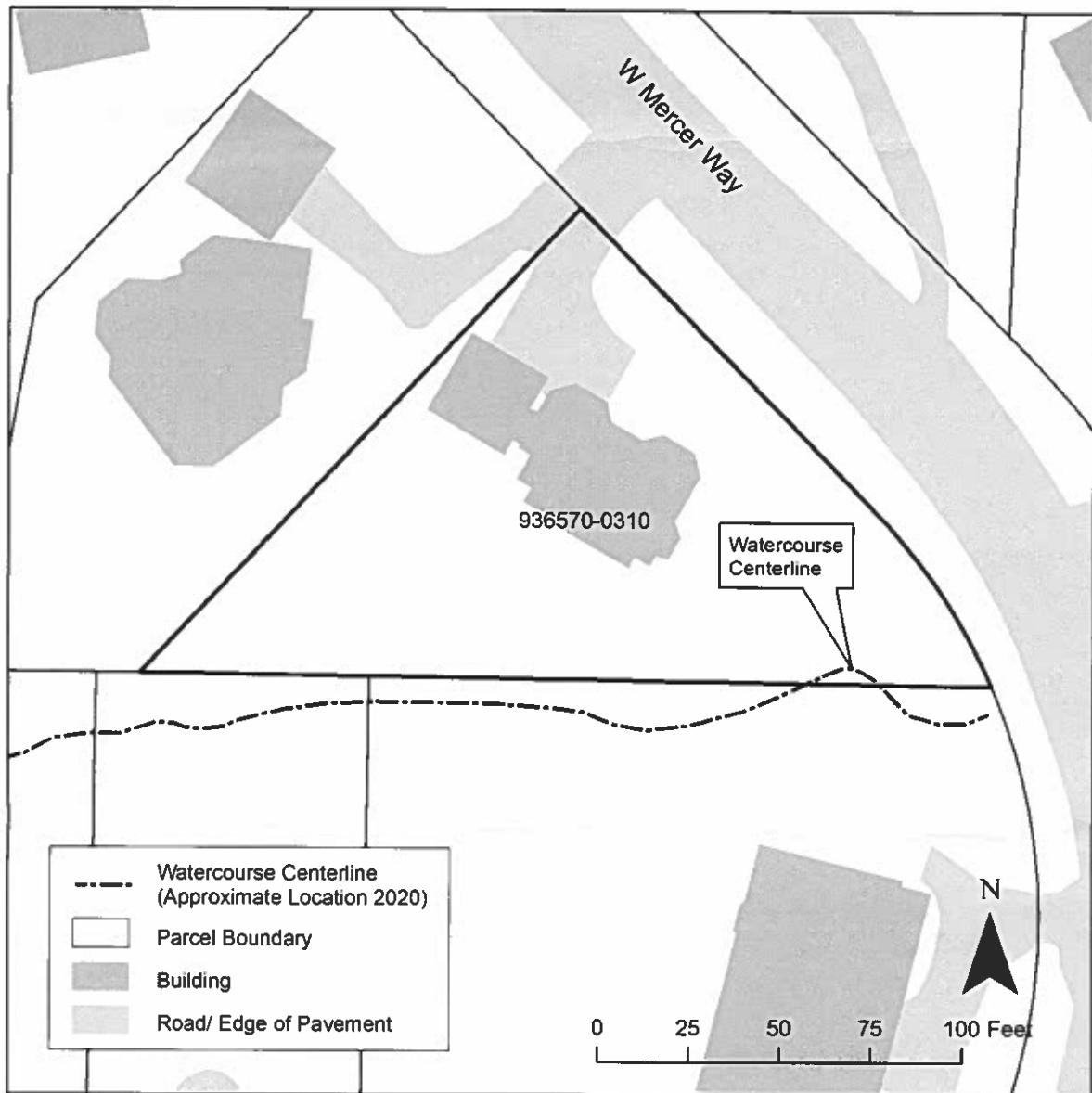
LEGAL DESCRIPTION OF DRAINAGE EASEMENT

THAT PORTION OF THE PARCEL DESCRIBED IN EXHIBIT "A" INCLUDED WITHIN A 30.00 FOOT WIDE STRIP OF LAND, SAID STRIP LYING 15.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING WATERCOURSE; THE CURRENT APPROXIMATE LOCATION OF SAID WATERCOURSE CENTERLINE IS DEPICTED ON ATTACHED EXHIBIT "C"; SAID EASEMENT WILL BE SUBJECT TO NATURAL COURSE CHANGES OF SAID CENTERLINE AND THE DRAINAGE EASEMENT WILL MAINTAIN THE 30.00 FOOT WIDTH, 15.00 FEET ON EACH SIDE OF THE WATERCOURSE CENTERLINE.

EXHIBIT C

WATERCOURSE CENTERLINE

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL. ROAD EDGE, WATERCOURSE, BUILDING, AND PARCEL OUTLINES ARE APPROXIMATE AND ARE BASED UPON AVAILABLE AERIAL PHOTOS, LIDAR CONTOURS, HISTORICAL UTILITY DATA, TOPOGRAPHIC SURVEYS, AND CURRENT KING COUNTY ASSESSOR DATABASE INFORMATION.



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City of Mercer Island
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**PERMANENT EASEMENT FOR SURFACE WATER COLLECTION
AND STORM DRAINAGE SYSTEM**

Grantor (s): Bruce B. Clibborn and Judith R. Clibborn
Grantee (s): CITY OF MERCER ISLAND
Property Legal Description (abbreviated): PTN OF TR 24, HARRY WHITE'S PLOT OF EAST SEATTLE
ACRE TRS
Additional Legal(s) on Exhibit "A"
Easement Legal Description (abbreviated): 30 foot wide drainage easement
Additional Legal(s) on Exhibit "B"
Additional Map on Exhibit "C"
Assessor's Tax Parcel ID#(s): 9365700360

RECITALS

A. Bruce B. Clibborn and Judith R. Clibborn, husband and wife ("Grantors") are the owners of certain real property (the "Property") located at 8140 SE 44th Street in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct improvements for the purposes of stabilizing and reducing erosion of the watercourse located partially on Grantors' Property. The Grantee requires access to and use of a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. **Grant of Easement.** Grantors grant, convey, and warrant to the Grantee a permanent easement ("Easement") under, across, and over that portion of the Property legally described in Exhibit "B" attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and enlarge all surface water drainage facilities including, but not limited to, underground facilities and/or systems upon and under the Easement, together with all necessary or convenient appurtenances thereto, including without limitation, pipes, culverts, catch basins, retention and detention facilities, ponds, biofiltration swales, vegetation, ditches, water quality treatment facilities vaults, erosion control facilities, control structures, and semi-buried or ground mounted facilities ("Facilities"). Maintenance of Facilities may include, but is not limited to: removal of invasive plant species, planting vegetation and removing, adding and/or relocating woody debris. Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the Facilities within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Temporary Construction Easement. Grantors hereby grant to Grantee a temporary construction easement over and across the property for the purposes of facilitating construction of the Facilities.

3. Access. Grantors also covenant and agree that, upon reasonable notice to Grantors, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

4. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantors' Property to a condition similar to its condition prior to such work. Following the construction and installation of the Facilities, Grantors may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.

5. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantors reserve the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantors shall not construct or maintain any buildings or other structures on the Easement. Grantors shall not perform digging, tunneling, or other form of construction activity on the Property, which would disturb the compaction of or damage any Facilities within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

6. Indemnification. Grantors agree to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantors or Grantors' agents or invitees within or with respect to the Easement.

7. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantors and Grantee, and shall be binding upon their respective successors, heirs, and assigns.

DATED THIS 27th day of January, 20 21

GRANTORS (Individual)

 
(signature) (signature)

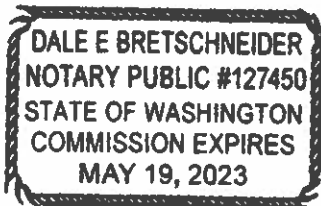
Bruce B. Clibborn
(typed/printed name)

Judith R. Clibborn
(typed/printed name)

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this day personally appeared before me, Bruce B. Clibborn and Judith R. Clibborn, to me known to be the individual(s) described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 27th day of January, 2021



Dale E. Bretschneider
(notary signature)

Dale E. Bretschneider
(typed/printed name of notary)

Notary Public in and for the State of WASHINGTON
My commission expires MAY 19, 2023

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THE EAST 75 FEET OF THE WEST 402.5 FEET AND THE EAST 7 FEET OF THE WEST 409.5 FEET OF THE SOUTH 150 FEET OF TRACT 24, HARRY WHITE'S PLOT OF EAST SEATTLE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 36, IN KING COUNTY, WASHINGTON;

EXCEPT THE SOUTH 10 FEET THEREOF;

TOGETHER WITH AN UNDIVIDED 1/2 INTEREST IN THE SOUTH 10 FEET OF THE PORTION OF SAID TRACT 24 WHICH LIES EAST OF THE EAST LINE OF THE WEST 327.5 FEET OF SAID TRACT 24; EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY, WASHINGTON, FOR MERCER ISLAND ROAD BY DEED RECORDED UNDER RECORDING NUMBER 931892.

EXHIBIT B

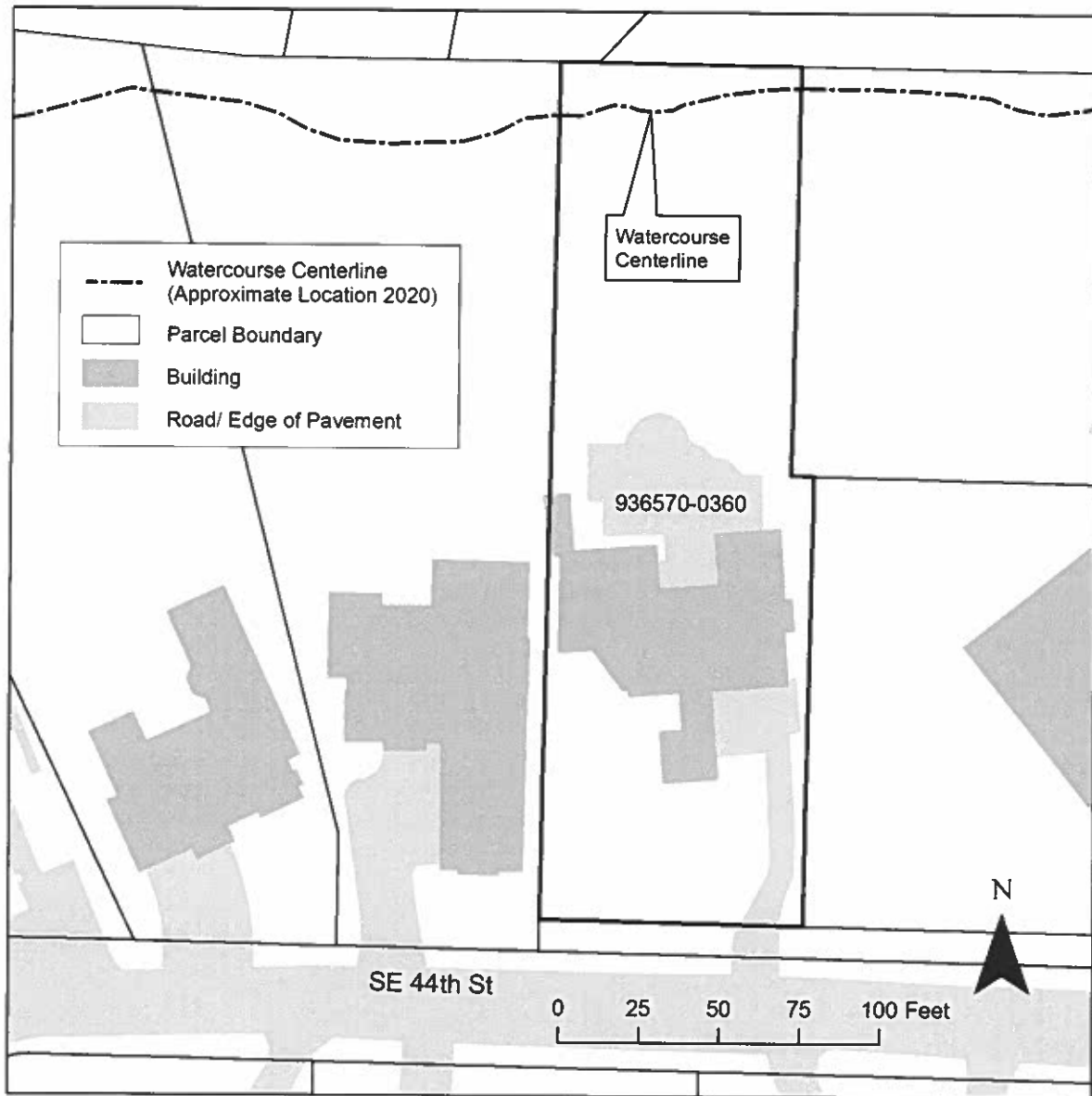
LEGAL DESCRIPTION OF DRAINAGE EASEMENT

THAT PORTION OF THE PARCEL DESCRIBED IN EXHIBIT "A" INCLUDED WITHIN A 30.00 FOOT WIDE STRIP OF LAND, SAID STRIP LYING 15.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING WATERCOURSE; THE CURRENT APPROXIMATE LOCATION OF SAID WATERCOURSE CENTERLINE IS DEPICTED ON ATTACHED EXHIBIT "C"; SAID EASEMENT WILL BE SUBJECT TO NATURAL COURSE CHANGES OF SAID CENTERLINE AND THE DRAINAGE EASEMENT WILL MAINTAIN THE 30.00 FOOT WIDTH, 15.00 FEET ON EACH SIDE OF THE WATERCOURSE CENTERLINE.

EXHIBIT C

WATERCOURSE CENTERLINE

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Return Address:

City of Mercer Island
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9611 SE 36th Street
Mercer Island, WA 98040

**PERMANENT EASEMENT FOR SURFACE WATER COLLECTION
AND STORM DRAINAGE SYSTEM**

Grantor (s): Robert Dunbar and Andrea Dunbar
Grantee (s): CITY OF MERCER ISLAND
Property Legal Description (abbreviated): PTN OF TR 24, HARRY WHITE'S PLOT OF EAST SEATTLE
ACRE TRS
Additional Legal(s) on Exhibit "A"
Easement Legal Description (abbreviated): 30 foot wide drainage easement
Additional Legal(s) on Exhibit "B"
Additional Map on Exhibit "C"
Assessor's Tax Parcel ID#(s): 9365700363

RECITALS

A. Robert Dunbar and Andrea Dunbar, husband and wife ("Grantors") are the owners of certain real property (the "Property") located at 4333 W Mercer Way in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct improvements for the purposes of stabilizing and reducing erosion of the watercourse located partially on Grantors' Property.. The Grantee requires access to and use of a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

EASEMENT AGREEMENT

1. **Grant of Easement.** Grantors grant, convey, and warrant to the Grantee a permanent easement ("Easement") under, across and over that portion of the Property legally described in Exhibit "B" attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and enlarge all surface water drainage facilities including, but not limited to, underground facilities and/or systems upon and under the Easement, together with all necessary or convenient appurtenances thereto, including without limitation, pipes, culverts, catch basins, retention and detention facilities, ponds, biofiltration swales, vegetation, ditches, water quality treatment facilities vaults, erosion control facilities, control structures, and semi-buried or ground mounted facilities ("Facilities"). Maintenance of Facilities may include, but is not limited to: removal of invasive plant species, planting vegetation and removing, adding and/or relocating woody debris. Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the Facilities within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Temporary Construction Easement. Grantors hereby grant to Grantee a temporary construction easement over and across the property for the purposes of facilitating construction of the Facilities.

3. Access. Grantors also covenant and agree that, upon reasonable notice to Grantors, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

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6. Indemnification. Grantors agree to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantors or Grantors' agents or invitees within or with respect to the Easement.

7. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantors and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS 3 day of February, 2021

GRANTORS (Individual)


(signature)

Robert Dunbar
(typed/printed name)

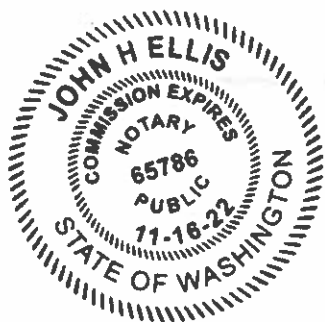

(signature)

Andrea Dunbar
(typed/printed name)

STATE OF WA)
COUNTY OF King) ss.

On this day personally appeared before me, Robert Dunbar and Andrea Dunbar, to me known to be the individual(s) described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 3rd day of February, 2021.



John H. Ellis (John H. Ellis)
(notary signature)

John H. Ellis
(typed/printed name of notary)

Notary Public in and for the State of WA.
My commission expires 11/18/22

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THAT PORTION OF TRACT 24, HARRY WHITE'S PLOT OF EAST SEATTLE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 36, IN KING COUNTY, WASHINGTON;
EXCEPT THE WEST 402.5 FEET THEREOF; AND EXCEPT THAT PORTION OF THE SOUTH 150 FEET THEREOF LYING EAST OF THE EAST LINE OF THE WEST 402.5 FEET THEREOF; AND EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR MERCER ISLAND ROAD BY DEED RECORDED UNDER RECORDING NUMBER 931892.

EXHIBIT B

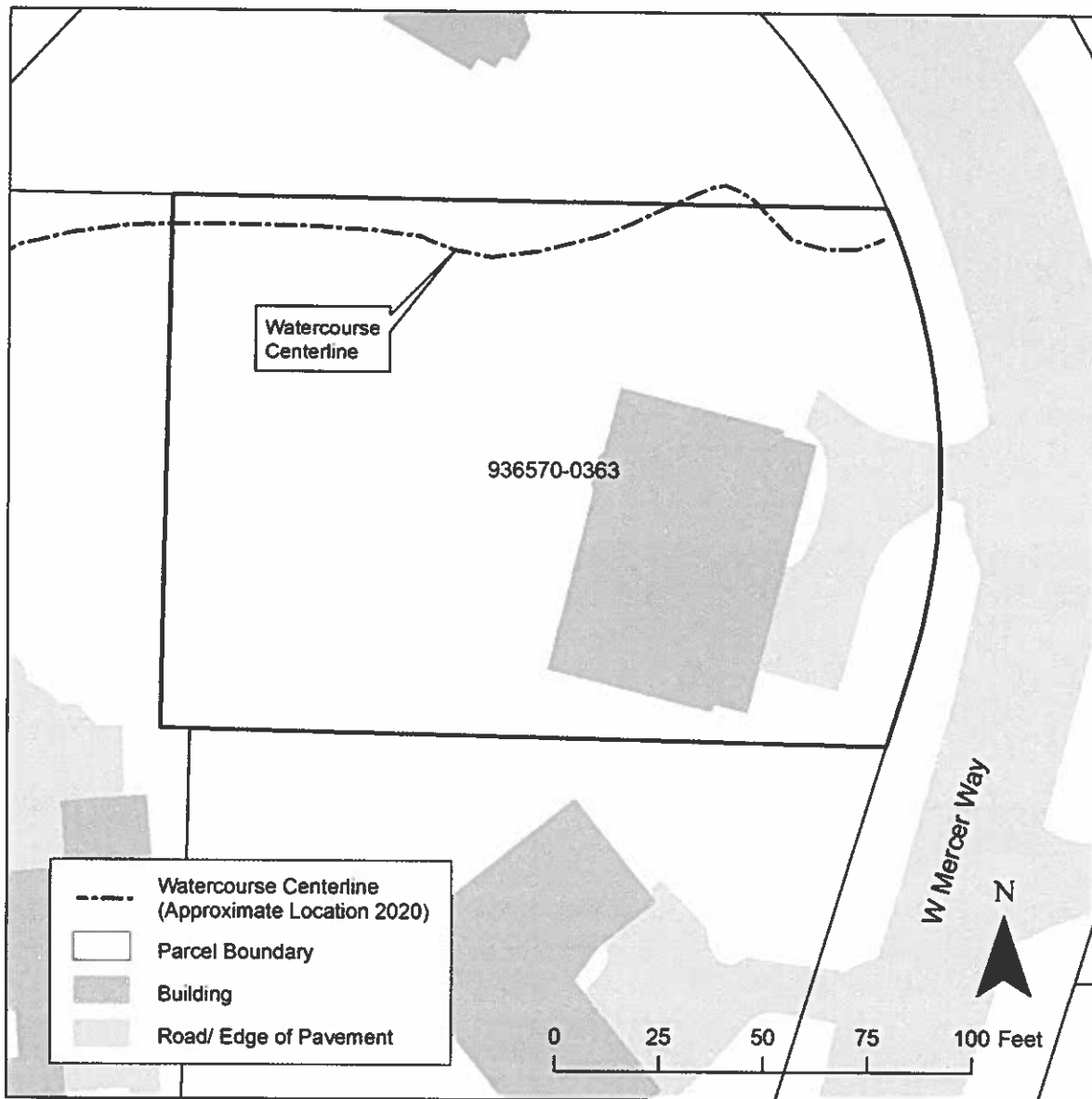
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WATERCOURSE CENTERLINE

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City of Mercer Island
Attn: City Attorney
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**PERMANENT EASEMENT FOR SURFACE WATER COLLECTION
AND STORM DRAINAGE SYSTEM**

Grantor (s): Paul C. Rogan and Kelly M. Rogan

Grantee (s): CITY OF MERCER ISLAND

Property Legal Description (abbreviated): PTN OF TR 24, HARRY WHITE'S PLOT OF EAST SEATTLE
ACRE TRS

Additional Legal(s) on Exhibit "A"

Easement Legal Description (abbreviated): 30 foot wide drainage easement

Additional Legal(s) on Exhibit "B"

Additional Map on Exhibit "C"

Assessor's Tax Parcel ID#(s): 9365700364

RECITALS

A. Paul C. Rogan and Kelly M. Rogan, husband and wife ("Grantors") are the owners of certain real property (the "Property") located at 8132 SE 44th Street in Mercer Island, Washington, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

B. The City of Mercer Island, a Washington municipal corporation ("Grantee"), desires to construct improvements for the purposes of stabilizing and reducing erosion of the watercourse located partially on Grantors' Property. The Grantee requires access to and use of a portion of the Property in which to locate the improvements.

C. The parties both desire to avoid eminent domain proceedings, and to resolve matters without further cost or expense. Therefore, for valuable consideration, the receipt of which is hereby acknowledged, and under threat of the exercise of eminent domain, the parties agree as follows:

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1. Grant of Easement. Grantors grant, convey, and warrant to the Grantee a permanent easement ("Easement") under, across and over that portion of the Property legally described in Exhibit "B" attached hereto and incorporated herein by reference. Grantee and its agents, designees, and/or assigns shall have the right, without prior notice to Grantors, at such times as deemed necessary by Grantee, to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace, and enlarge all surface water drainage facilities including, but not limited to, underground facilities and/or systems upon and under the Easement, together with all necessary or convenient appurtenances thereto, including without limitation, pipes, culverts, catch basins, retention and detention facilities, ponds, biofiltration swales, vegetation, ditches, water quality treatment facilities vaults, erosion control facilities, control structures, and semi-buried or ground mounted facilities ("Facilities"). Maintenance of Facilities may include, but is not limited to: removal of invasive plant species, planting vegetation and removing, adding and/or relocating woody debris. Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the Facilities within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Temporary Construction Easement. Grantors hereby grant to Grantee a temporary construction easement over and across the property for the purposes of facilitating construction of the Facilities.

3. Access. Grantors also covenant and agree that, upon reasonable notice to Grantors, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

4. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Easement and Grantors' Property to a condition similar to its condition prior to such work. Following the construction and installation of the Facilities, Grantors may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore.


5. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantors reserve the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantors shall not construct or maintain any buildings or other structures on the Easement. Grantors shall not perform digging, tunneling, or other form of construction activity on the Property, which would disturb the compaction of or damage any Facilities within the Easement, and no blasting shall be done within fifteen (15) feet of the Easement.

6. Indemnification. Grantors agree to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantors or Grantors' agents or invitees within or with respect to the Easement.


7. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantors and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS 28th day of January, 2021.

GRANTORS (Individual)


(signature)

Paul C. Rogan Paul Rogan
(typed/printed name)

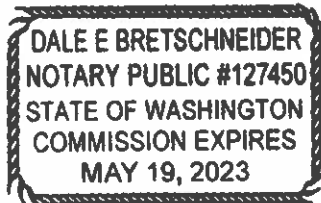

(signature)

Kelly M. Rogan Kelly Rogan
(typed/printed name)

STATE OF WASHINGTON)
COUNTY OF King) ss.

On this day personally appeared before me, Paul C. Rogan and Kelly M. Rogan, to me known to be the individual(s) described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 28th day of January, 2021.



Dale E Bretschneider
(notary signature)

Dale E Bretschneider
(typed/printed name of notary)

Notary Public in and for the State of Washington
My commission expires May 19, 2023

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THAT PORTION OF TRACT 24 OF HARRY WHITE'S PLOT OF EAST SEATTLE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 36, RECORDS OF KING COUNTY AUDITOR, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING CONCRETE MONUMENT ON THE NORTH MARGIN OF SOUTHEAST 44TH STREET AT THE INTERSECTION WITH THE CENTER LINE OF 81ST AVENUE S.E. AS SHOWN ON THE PLAT OF MERRY MANOR, AS RECORDED IN VOLUME 72 OF PLATS, PAGES 1 AND 2, IN KING COUNTY, WASHINGTON, SAID MONUMENT ALSO BEING ON THE SOUTH LINE OF SAID TRACT 24;
THENCE SOUTH 89°54'07" EAST 122.92 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89°54'07" EAST 63.00 FEET;
THENCE NORTH 0°05'56" WEST 277.12 FEET TO THE NORTHERLY LINE OF SAID TRACT 24;
THENCE SOUTH 89°37'35" WEST ALONG SAID NORTHERLY LINE OF SAID TRACT 24 WHICH IS COINCIDENT WITH THE CENTER LINE OF "K" STREET OF SAID PLAT, FOR A DISTANCE OF 98.32 FEET;
THENCE NORTH 85°16'45" WEST 32.34 FEET;
THENCE SOUTH 15°32'36" EAST 253.60 FEET;
THENCE SOUTH 0°05'56" EAST 34.70 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN UNDIVIDED 1/2 INTEREST IN: THAT PORTION OF THE SOUTH 10 FEET OF SAID TRACT 24 LYING EAST OF THE EAST LINE OF THE WEST 327.5 FEET OF SAID TRACT 24; EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY, WASHINGTON, FOR MERCER ISLAND ROAD BY DEED RECORDED UNDER RECORDING NUMBER 931892.

ALSO KNOWN AS LOT 1, SHCADEMAN SHORT PLAT, ACCORDING TO THE SHORT PLAT RECORDED UNDER RECORDING NUMBER 20161215900007, RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT B

LEGAL DESCRIPTION OF DRAINAGE EASEMENT

THAT PORTION OF THE PARCEL DESCRIBED IN EXHIBIT "A" INCLUDED WITHIN A 30.00 FOOT WIDE STRIP OF LAND, SAID STRIP LYING 15.00 FEET ON EACH SIDE OF THE CENTERLINE OF AN EXISTING WATERCOURSE; THE CURRENT APPROXIMATE LOCATION OF SAID WATERCOURSE CENTERLINE IS DEPICTED ON ATTACHED EXHIBIT "C"; SAID EASEMENT WILL BE SUBJECT TO NATURAL COURSE CHANGES OF SAID CENTERLINE AND THE DRAINAGE EASEMENT WILL MAINTAIN THE 30.00 FOOT WIDTH, 15.00 FEET ON EACH SIDE OF THE WATERCOURSE CENTERLINE.

EXHIBIT C

WATERCOURSE CENTERLINE

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL. ROAD EDGE, WATERCOURSE, BUILDING, AND PARCEL OUTLINES ARE APPROXIMATE AND ARE BASED UPON AVAILABLE AERIAL PHOTOS, LIDAR CONTOURS, HISTORICAL UTILITY DATA, TOPOGRAPHIC SURVEYS, AND CURRENT KING COUNTY ASSESSOR DATABASE INFORMATION.

