

Return Address:

City of Mercer Island  
Attn: City Attorney  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040

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

Grantor (s): Roy A. Umlauf and M. Kathleen Umlauf  
Grantee (s): CITY OF MERCER ISLAND  
Property Legal Description (abbreviated): Lot 4 GREGORY ADD  
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): 2926000040

**RECITALS**

A. Roy A. Umlauf and M. Kathleen Umlauf, husband and wife ("Grantors") are the owners of certain real property (the "Property") located at 6470 East 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 depicted on Exhibit "C". 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.

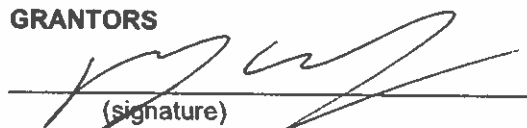
**4. Obstructions; Landscaping.** Upon reasonable notice to Grantors, Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, 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.

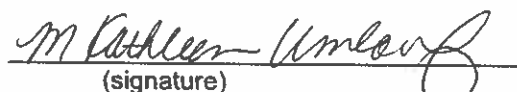
**5. Grantors' Use of Easement.** This Easement shall be exclusive to Grantee; provided, however, Grantors reserve the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantors shall not construct or maintain any buildings or other structures on the Easement. Grantors 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. 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 5<sup>th</sup> day of MARCH, 2021.

**GRANTORS**

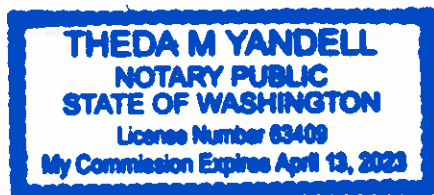
  
(signature)  
\_\_\_\_\_  
Roy A. Umlauf  
(typed/printed name)

  
(signature)  
\_\_\_\_\_  
M. Kathleen Umlauf  
(typed/printed name)

STATE OF Washington )  
COUNTY OF King ) ss.

On this day personally appeared before me, Roy A. Umlauf and M. Kathleen Umlauf, 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 5<sup>th</sup> day of March, 2021



Theda M. Yandell  
(notary signature)

Theda M Yandell  
(typed/printed name of notary)

Notary Public in and for the State of Washington  
My commission expires 4/13/2023

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

LOT 4, GREGORY ADDITION ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 72 OF  
PLATS, PAGE 69, IN KING COUNTY, WASHINGTON.

## EXHIBIT B

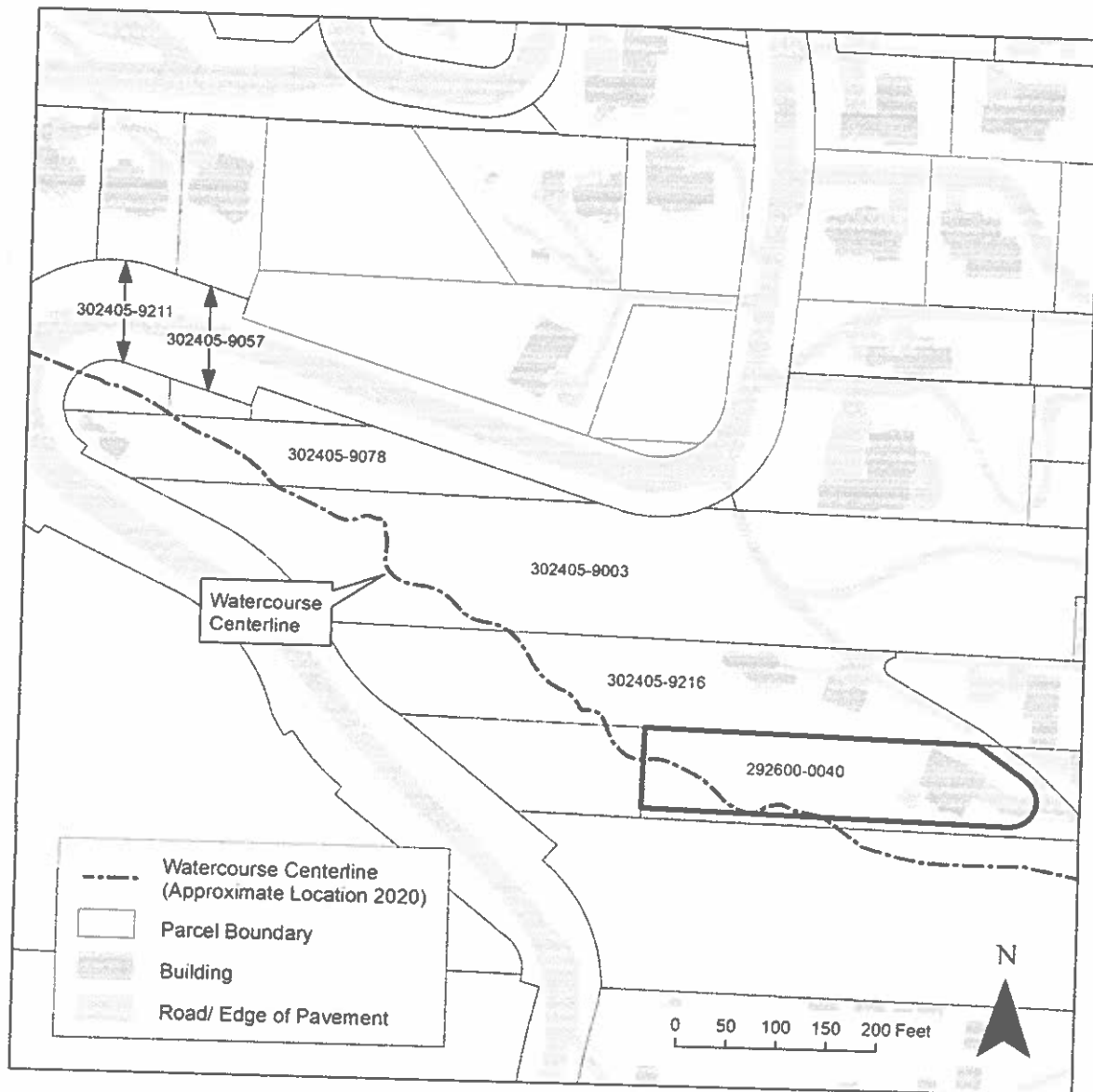
### LEGAL DESCRIPTION OF DRAINAGE EASEMENT

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 PERPARED 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 BASED UPON AERIAL PHOTOS, LIDAR CONTOURS, HISTORICAL UTILITY DATA, AND CURRENT KING COUNTY ASSESSOR DATABASE INFORMATION.



Return Address:

City of Mercer Island  
Attn: City Attorney  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040

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

Grantor (s): Conrad Partners LLC  
Grantee (s): CITY OF MERCER ISLAND  
Property Legal Description (abbreviated): Portion of NE ¼, Sec 30, T 24N, R 5E, W.M.  
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): 3024059003

**RECITALS**

A. Conrad Partners LLC ("Grantor") is the owner of certain real property (the "Property") located at 6442 East 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 depicted on Exhibit "C". 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.** Grantor grants, conveys and warrants 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 Grantor, 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.** Grantor hereby grants to Grantee a temporary construction easement over and across the property for the purposes of facilitating construction of the Facilities.

**3. Access.** Grantor also covenants and agrees that, upon reasonable notice to Grantor, 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 Grantor's Property to a condition similar to its condition prior to such work. Following the construction and installation of the Facilities, Grantor 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, Grantor reserves the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantor shall not construct or maintain any buildings or other structures on the Easement. Grantor 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. Successors and Assigns.** The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantor and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS 31<sup>st</sup> day of March, 2021

GRANTOR

Conni Strope, partner Conrad Partners LLC  
(signature)

Conni Strope, Partner, Conrad Partners LLC  
(typed/printed name and title)



STATE OF Idaho )  
COUNTY OF Kootenai ) ss.

I certify that I know or have satisfactory evidence that Conni Strop is/are the person(s) described in and who executed the foregoing instrument, and acknowledged it to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 31<sup>st</sup> day of March, 2021



Heidi Russo  
(notary signature)  
Heidi Russo  
(typed/printed name of notary)

Notary Public in and for the State of Idaho  
My commission expires 3/3/2023

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THE SOUTH 133 FEET OF THE NORTH 498 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND OF GOVERNMENT LOT 1, SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., LYING EAST OF THE COUNTY ROAD, TOGETHER WITH THE ADJACENT SHORE LANDS;

LESS THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE MEANDER CORNER ON THE NORTH LINE OF SECTION 30, THENCE SOUTH  $1^{\circ}22'19''$  WEST 498 FEET; THENCE NORTH  $88^{\circ}35'15''$  WEST 198.57 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH  $88^{\circ}35'15''$  WEST 116 FEET; THENCE NORTH  $1^{\circ}22'19''$  EAST 65 FEET; THENCE SOUTH  $88^{\circ}35'15''$  EAST 116 FEET; THENCE SOUTH  $1^{\circ}22'19''$  WEST 65 FEET TO THE TRUE POINT OF BEGINNING; SITUATED IN KING COUNTY, WASHINGTON. COMMONLY KNOWN AS 6442 EAST MERCER WAY, MERCER ISLAND, WASHINGTON.

## EXHIBIT B

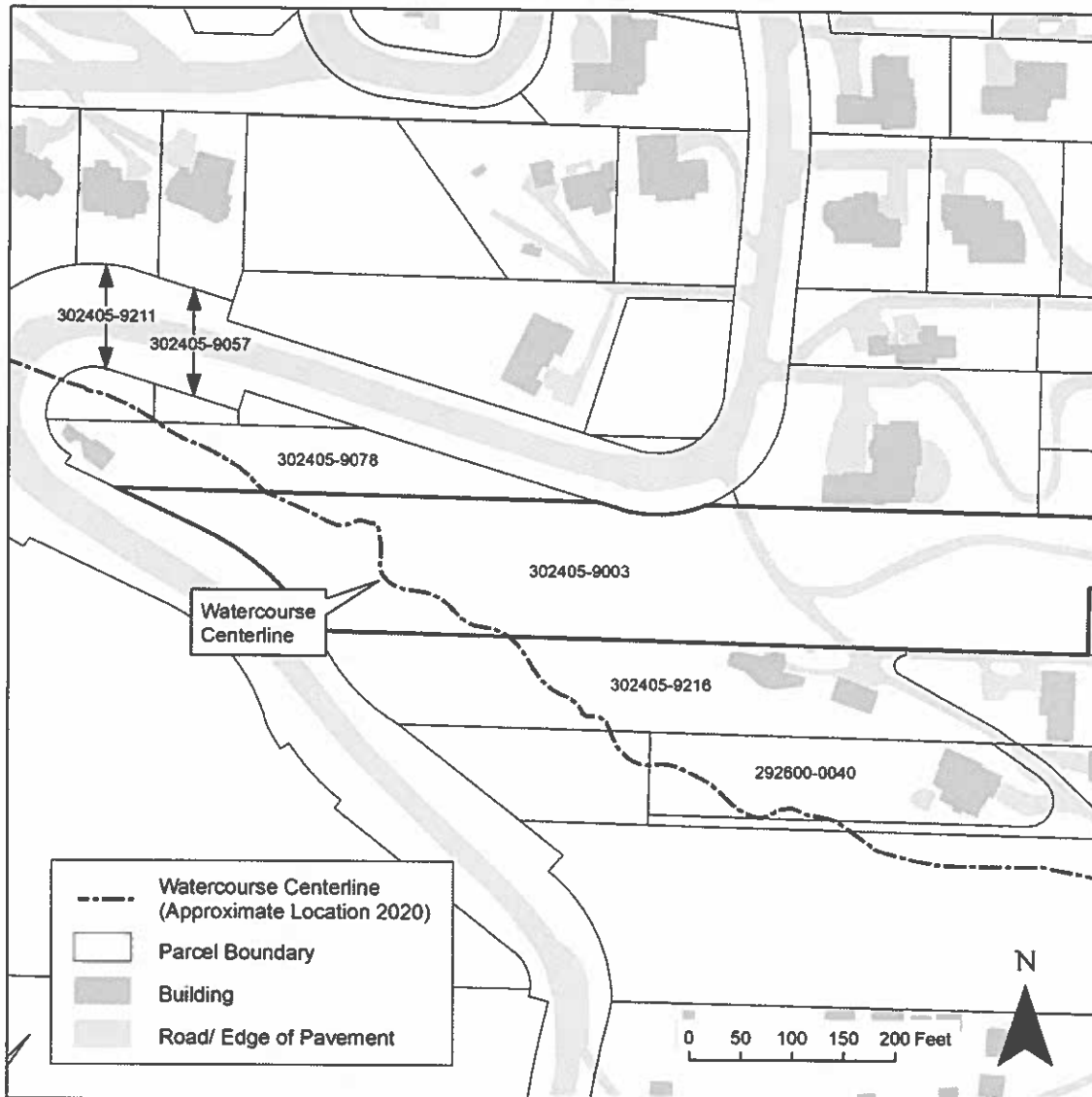
### LEGAL DESCRIPTION OF DRAINAGE EASEMENT

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 PERPARED 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 BASED UPON AERIAL PHOTOS, LIDAR CONTOURS, HISTORICAL UTILITY DATA, AND CURRENT KING COUNTY ASSESSOR DATABASE INFORMATION.



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

Grantor (s): Gary Shane Owenby and Victoria Owenby  
Grantee (s): CITY OF MERCER ISLAND  
Property Legal Description (abbreviated): Portion of NE 1/4, Sec 30, T 24N, R 5E, W.M.  
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): 3024059078

**RECITALS**

A. Gary Shane Owenby and Victoria Owenby, husband and wife ("Grantors") are the owners of certain real property (the "Property") located at 6520 East 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 depicted on Exhibit "C". 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. However, all access by the Grantee and/or its agents shall be made from the north bank of the watercourse.

**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.

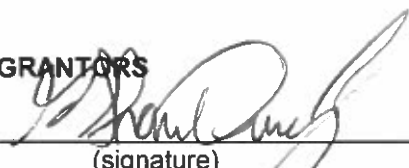
**5. Grantors' Use of Easement.** This Easement shall be exclusive to Grantee; provided, however, Grantors reserve the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantors shall not construct or maintain any buildings or other structures on the Easement. Grantors 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.

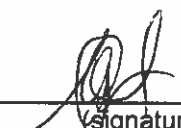
**7. Successors and Assigns.** The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantors and Grantee, and shall be binding upon their respective successors, heirs, and assigns.

DATED THIS 14<sup>th</sup> day of Jan, 2021.

GRANTORS

  
(signature)

Gary Shane Owenby  
(typed/printed name)

  
(signature)

Victoria Owenby  
(typed/printed name)

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

On this day personally appeared before me, Gary Shane Owenby and Victoria Owenby, 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 19<sup>th</sup> day of January, 2021.

Irene M Rice  
(notary signature)

Irene M Rice  
(typed/printed name of notary)



Notary Public in and for the State of Washington  
My commission expires 9-15-2021

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THAT PORTION OF THE SOUTH 65 FEET OF THE NORTH 365 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING EAST AND SOUTH OF MERCER ISLAND ROAD AND WEST OF A PRIVATE ROAD 10 FEET WIDE AS RECORDED IN DEED TO VIRGIL O. FORD AND ELINORE S. FORD IN VOLUME 1540, PAGE 415, RECORDED UNDER RECORDING NUMBER 2751063.



## EXHIBIT B

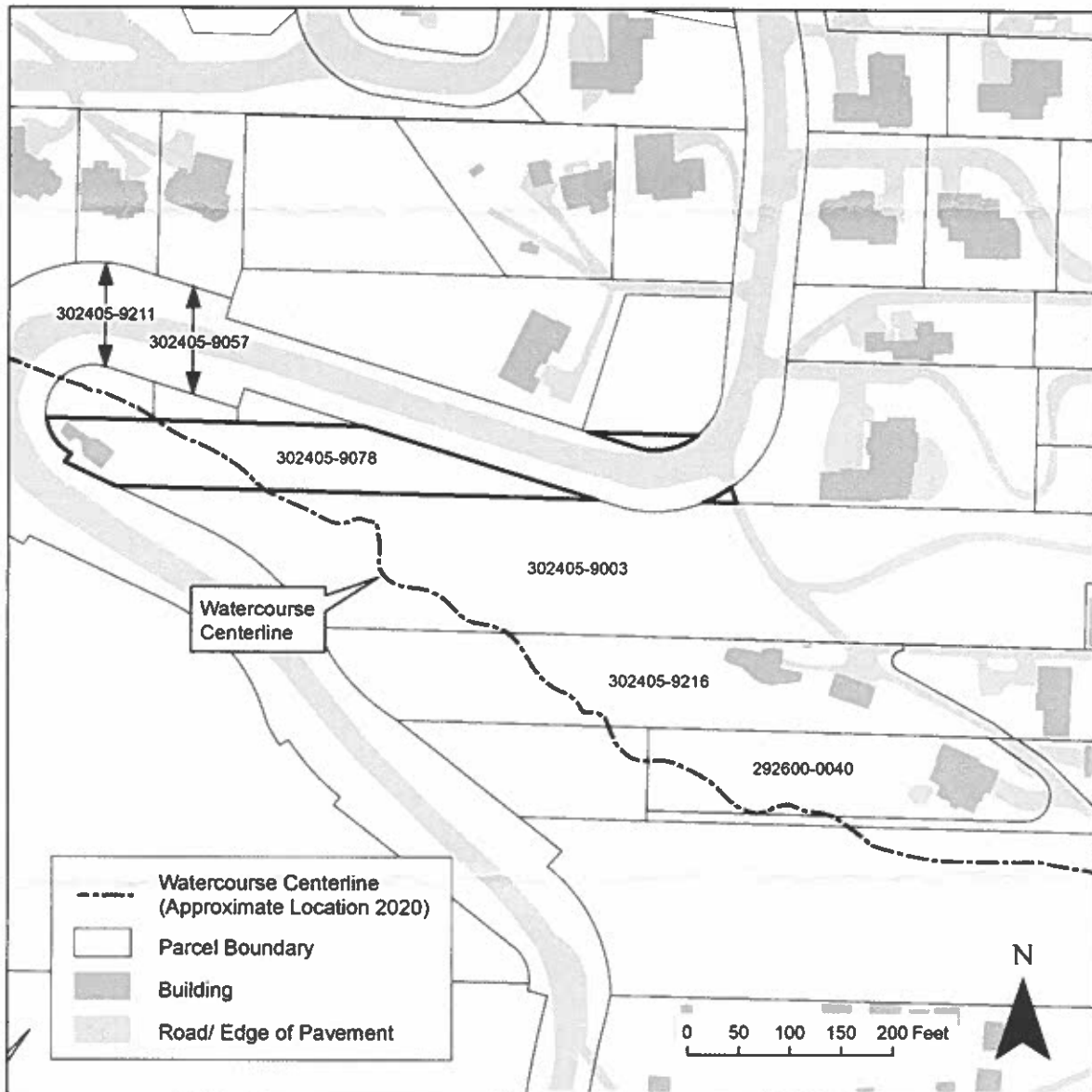
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## EXHIBIT C

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Return Address:

City of Mercer Island  
Attn: City Attorney  
9611 SE 36<sup>th</sup> Street  
Mercer Island, WA 98040

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

Grantor (s): J. Michael Schaeffer and Conni Strobe  
Grantee (s): CITY OF MERCER ISLAND  
Property Legal Description (abbreviated): Portion of NE ¼, Sec 30, T 24N, R 5E, W.M.  
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): 3024059216

**RECITALS**

A. J. Michael Schaeffer and Conni Strobe, husband and wife ("Grantors") are the owners of certain real property (the "Property") located at 6474 East 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 depicted on Exhibit "C". The Grantee requires access to and use of a portion of the Property in which to locate the improvements.

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**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.

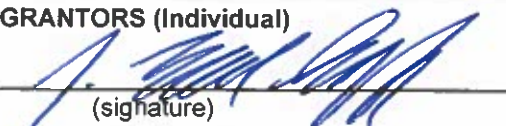
**4. Obstructions; Landscaping.** Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, 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.

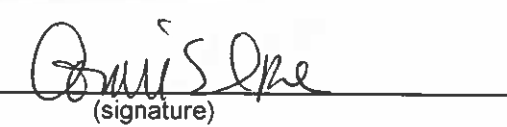
**6. Successors and Assigns.** The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantors and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS 31<sup>st</sup> day of March, 2021

**GRANTORS (Individual)**

  
(signature)

J. Michael Schaeffer  
(typed/printed name)

  
(signature)

Conni Strope  
(typed/printed name)

STATE OF Idaho )  
COUNTY OF Boise ) ss.

On this day personally appeared before me, J. Michael Schaeffer and Connie Strobe, 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 3<sup>rd</sup> day of March, 2021

Heidi Russo  
(notary signature)

Heidi Russo  
(typed/printed name of notary)



Notary Public in and for the State of Idaho  
My commission expires 3/3/2023

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THAT PORTION OF THE NORTH HALF OF THE NORTH HALF OF THAT PORTION OF GOVERNMENT LOT 1, AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING BETWEEN THE NORTH 498.00 FEET THEREOF AND THE SOUTH 471.00 FEET THEREOF, AND LYING EASTERLY OF EAST MERCER WAY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 30, THENCE SOUTH  $1^{\circ}25'38''$  WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 A DISTANCE OF 498.00 FEET; THENCE SOUTH  $88^{\circ}32'59''$  EAST PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER 1205.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH  $1^{\circ}24'27''$  WEST 9.97 FEET TO A POINT ON A CURVE FROM WHICH THE CENTER LIES SOUTH  $1^{\circ}24'27''$  WEST 10.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $153^{\circ}47'52''$  AN ARC DISTANCE OF 26.84 FEET; THENCE SOUTH  $62^{\circ}23'25''$  EAST 108.62 FEET; THENCE SOUTH  $55^{\circ}35'33''$  EAST 23.99 FEET TO THE NORTHWEST CORNER OF LOT 3, GREGORY ADDITION AS RECORDED IN VOLUME 72 OF PLATS, PAGE 69, RECORDS OF KING COUNTY, WASHINGTON; THENCE NORTH  $88^{\circ}35'33''$  WEST ALONG THE NORTH LINE OF SAID PLAT 603 FEET MORE OR LESS TO INTERSECT THE EASTERLY MARGIN OF EAST MERCER WAY; THENCE NORTHWESTERLY ALONG SAID EASTERLY MARGIN TO A POINT THAT LIES NORTH  $88^{\circ}32'59''$  WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH  $88^{\circ}32'59''$  EAST TO THE TRUE POINT OF BEGINNING.

## 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 PERPARED 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 BASED UPON AERIAL PHOTOS, LIDAR CONTOURS, HISTORICAL UTILITY DATA, AND CURRENT KING COUNTY ASSESSOR DATABASE INFORMATION.

