

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): Janet Eileen Peterson, and John Laurence Kinsella

Grantee (s): CITY OF MERCER ISLAND

Property Legal Description (abbreviated): LOT 1, EAST COVE ON MERCER ISLAND, VOL. 260 OF  
PLATS, PGS 57-63

Additional Legal(s) on Exhibit A

Easement Legal Description (abbreviated): 15.00 feet wide by 35.00 feet long storm drainage easement

Additional Legal(s) on Exhibit B

Permanent Easement Depiction on Exhibit C

Assessor's Tax Parcel ID#(s): 215497-0010-02

RECITALS

A. Janet Eileen Peterson, and John Laurence Kinsella ("Grantor") are the owners of certain real property (the "Property") located 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 to enhance surface drainage runoff, and requires 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 exclusively to the Grantee a permanent easement ("Easement") under, across and over that portion of the Property legally described in **Exhibit "B"** and depicted in **Exhibit "C"** attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, 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, catch basins, retention and detention facilities, ponds, biofiltration swales, ditches, water quality treatment facilities vaults, erosion control facilities, control structures, and semi-buried or ground mounted facilities ("Facilities"). 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. Access.** Grantor also covenants and agrees that, upon reasonable notice to Grantor, Grantee shall have the right of reasonable access to the Easement over and across the Property to enable Grantee to reasonably exercise its rights hereunder.

**3. 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.

**4. Grantor's Use of Easement.** 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.

**5. 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTORS**

\_\_\_\_\_  
(signature)

Janet Eileen Peterson  
(typed/printed name)

\_\_\_\_\_  
(signature)

John Laurence Kinsella  
(typed/printed name)

**Notary**

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

On this day personally appeared before me, Janet Eileen Peterson and John Laurence Kinsella, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(notary signature)

\_\_\_\_\_  
(typed/printed name of notary)

Notary Public in and for the State of Washington.  
My commission expires \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

LOT 1, EAST COVE ON MERCER ISLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 260 OF PLATS, PAGES 57 THROUGH 63, INCLUSIVE, IN KING COUNTY, WASHINGTON.

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

EXHIBIT B

EASEMENT LEGAL DESCRIPTION

THE SOUTH 15 FEET OF THE WESTERLY 35 FEET OF THE FOLLOWING;

LOT 1, EAST COVE ON MERCER ISLAND, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 260 OF PLATS, PAGES 57 THROUGH 63, INCLUSIVE, IN KING  
COUNTY, WASHINGTON

CONTAINING AN AREA OF 526 SQUARE FEET, MORE OR LESS;

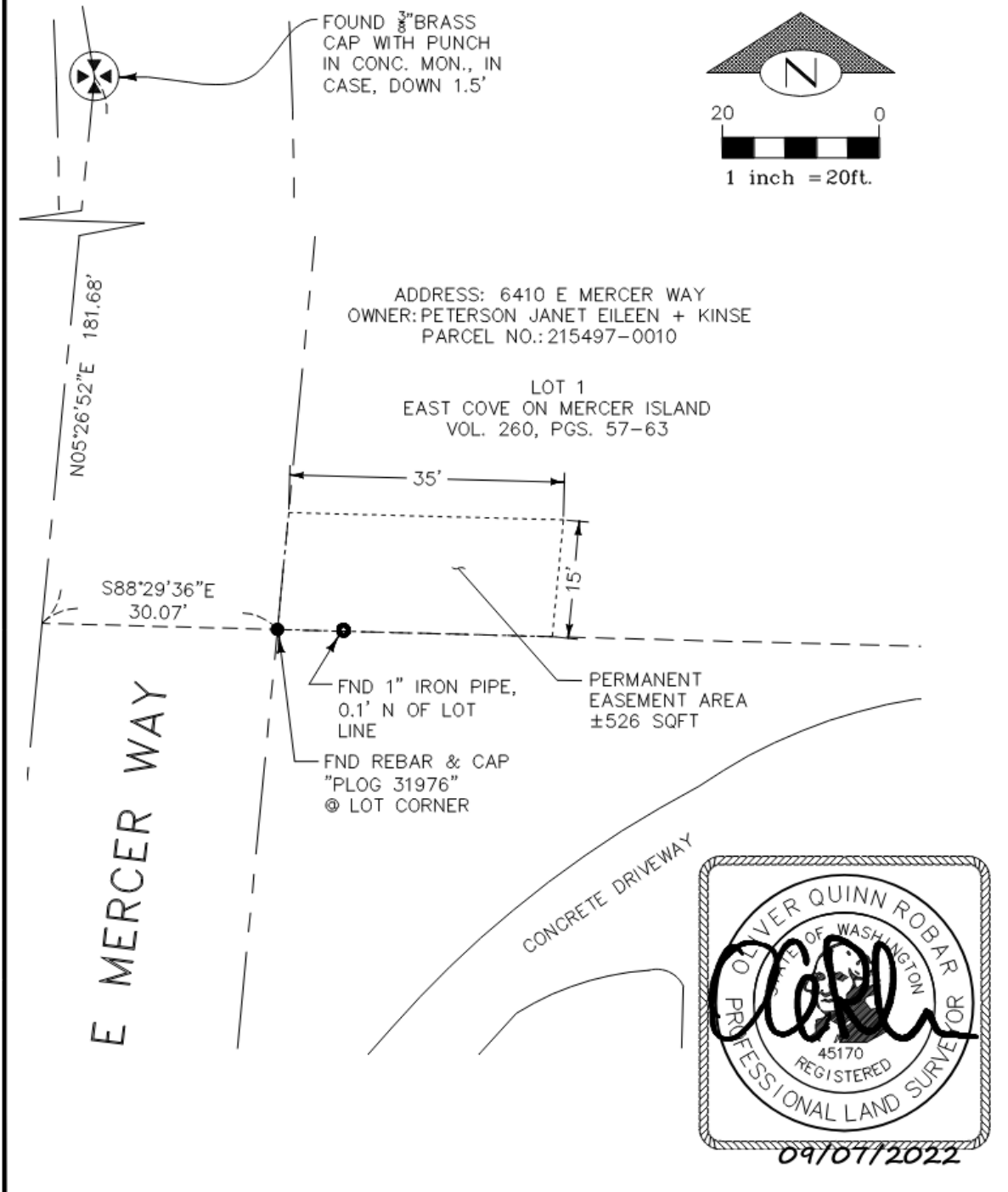
SITUATE IN MERCER ISLAND, KING COUNTY, WASHINGTON STATE.



CITY OF MERCER ISLAND  
6410 E MERCER WAY STORM DRAIN  
OLIVER Q. ROBAR, P.L.S.  
BRH JOB NO. 2022012-01  
SEPTEMBER 6, 2022

BUSH, ROED & HITCHINGS, INC.  
15400 SE 30<sup>TH</sup> PL, SUITE 100  
BELLEVUE, WA 98007  
(206) 323-4144

EXHIBIT C  
PERMANENT EASEMENT DEPICTION



6410 E. MERCER WAY  
PERMANENT EASEMENT  
NE 1/4 SEC. 30, TWP. 24 N., RGE. 05 E., WM.



**BUSH, ROED & HITCHINGS, INC.**  
LAND SURVEYORS & CIVIL ENGINEERS

15400 SE 30TH PL, STE 100 (206) 323-4144  
BELLEVUE, Washington 9/06/22  
98007-6546 2022012.01

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): Craig Welch

Grantee (s): CITY OF MERCER ISLAND

Property Legal Description (abbreviated): WLY 235 FT, AS MEAS ALG NLY LN, OF FOLG- S 75 FT OF N  
225 FT OF POR OF NW 1/4 OF NE 1/4 & OF GL 1 LY ELY OF  
ELY MGN OF E MERCRE WAY

Additional Legal(s) on Exhibit A

Easement Legal Description (abbreviated): 15.00 feet wide by 35.00 feet long storm drainage easement

Additional Legal(s) on Exhibit B

Permanent Easement Depiction on Exhibit C

Temporary Construction Easement Legal Description on Exhibit D

Temporary Construction Easement Depiction on Exhibit E

Assessor's Tax Parcel ID#(s): 302405-9120-07

RECITALS

A. Craig Welch ("Grantor") is the owners of certain real property (the "Property") located 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 to enhance surface drainage runoff, and requires 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 exclusively to the Grantee a permanent easement ("Easement") on, under, across and over that portion of the Property legally described in **Exhibit "B"** and depicted in **Exhibit "C"** attached hereto and incorporated herein by reference. Grantee and its agents, designees and/or assigns shall have the right, 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, catch basins, retention and detention facilities, ponds, biofiltration swales, ditches, water quality treatment facilities vaults, erosion control facilities, control structures, and semi-buried or ground mounted facilities ("Facilities"). 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 ("Temporary Construction Easement") on, under, over and across the property legally described in **Exhibit "D"** and depicted in **Exhibit "E"** attached hereto and incorporated herein by reference, 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 reasonable access to the Easement over and across the Property to enable Grantee to reasonably 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.** 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.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTORS**

\_\_\_\_\_  
(signature)

Craig Welch  
\_\_\_\_\_  
(typed/printed name)



**Notary**

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

On this day personally appeared before me, Craig Welch 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(notary signature)

\_\_\_\_\_  
(typed/printed name of notary)

Notary Public in and for the State of Washington.  
My commission expires \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

THE WESTERLY 235 FEET AS MEASURED ON THE NORTH LINE OF THE FOLLOWING;  
THE SOUTH 75 FEET OF THE NORTH 225 FEET OF THAT PORTION OF THE NORTHWEST  
QUARTER OF THE NORTHEAST QUARTER AND OF GOVERNMENT LOT 1, SECTION 30,  
TOWNSHIP 24 NORTH, RANGE 5 EAST, WM., LYING EASTERLY OF THE EASTERLY MARGIN OF  
EAST MERCER WAY;  
SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B

PERMANENT EASEMENT  
LEGAL DESCRIPTION

THE NORTH 15 FEET OF THE WESTERLY 35 FEET OF THE FOLLOWING;

THE WESTERLY 235 FEET AS MEASURED ON THE NORTH LINE OF THE FOLLOWING;

THE SOUTH 75 FEET OF THE NORTH 225 FEET OF THAT PORTION OF THE  
NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND OF GOVERNMENT LOT  
1, SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, WM., LYING EASTERLY OF THE  
EASTERLY MARGIN OF EAST MERCER WAY;

CONTAINING AN AREA OF 526 SQUARE FEET, MORE OR LESS;

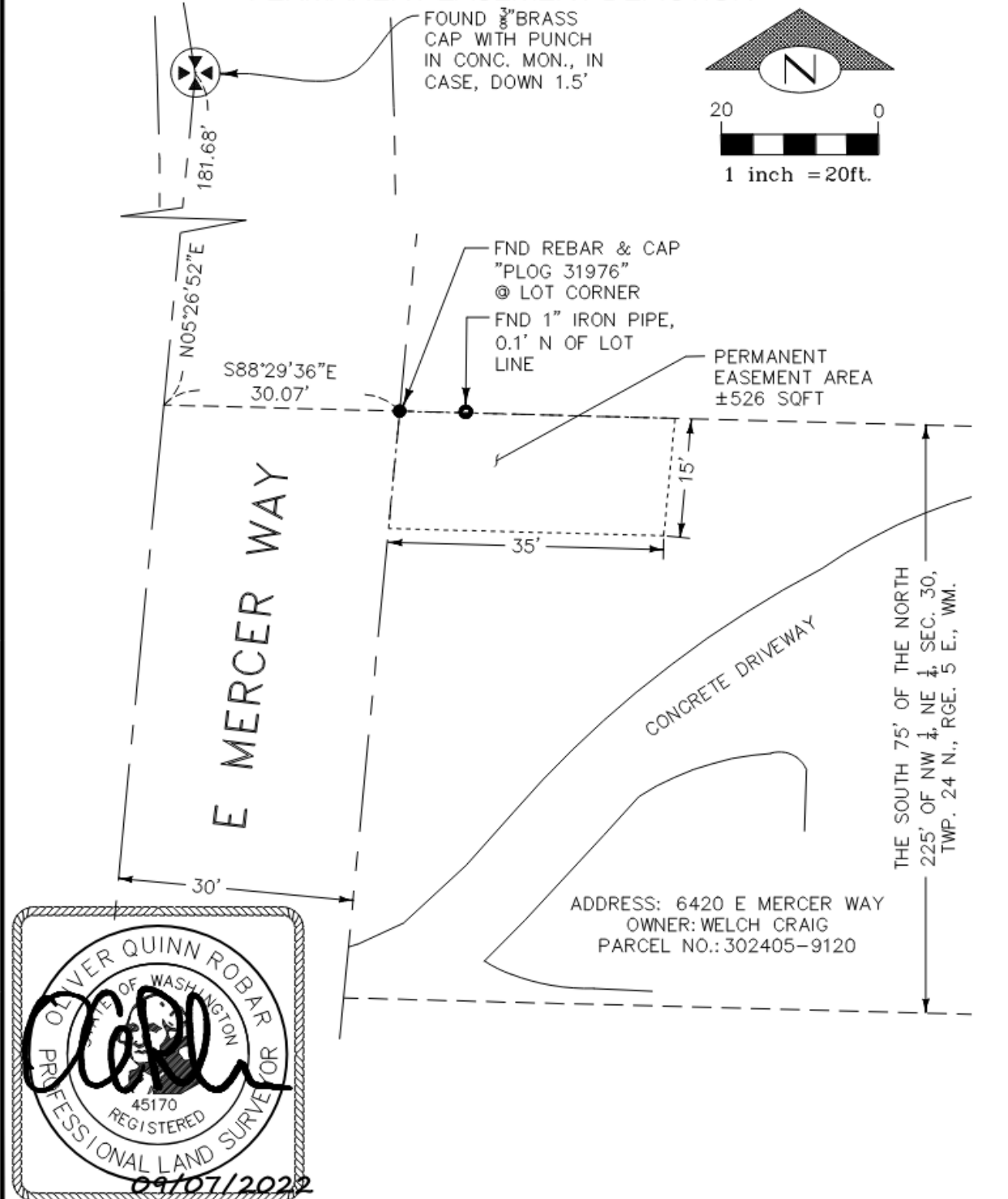
SITUATE IN THE CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON STATE.



CITY OF MERCER ISLAND  
6420 E MERCER WAY STORM DRAIN  
OLIVER Q. ROBAR, P.L.S.  
BRH JOB NO. 2022012-01  
SEPTEMBER 6, 2022

BUSH, ROED & HITCHINGS, INC.  
15400 SE 30<sup>TH</sup> PL, SUITE 100  
BELLEVUE, WA 98007  
(206) 323-4144

EXHIBIT C  
PERMANENT EASEMENT DEPICTION



ADDRESS: 6420 E MERCER WAY  
OWNER: WELCH CRAIG  
PARCEL NO.: 302405-9120

6420 E. MERCER WAY  
PERMANENT EASEMENT  
NE 1/4 SEC. 30, TWP. 24 N., RGE. 05 E., WM.



**BUSH, ROED & HITCHINGS, INC.**  
LAND SURVEYORS & CIVIL ENGINEERS  
15400 SE 30TH PL., STE 100 (206) 323-4144  
BELLEVUE, Washington 9/6/22  
98007-6546 2022012.01

EXHIBIT D

TEMPORARY CONSTRUCTION EASEMENT  
LEGAL DESCRIPTION

THAT PORTION OF THE WESTERLY 235 FEET AS MEASURED ON THE NORTH LINE OF THE SOUTH 75 FEET OF THE NORTH 225 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND OF GOVERNMENT LOT 1, SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, WM., LYING EASTERLY OF THE EASTERLY MARGIN OF EAST MERCER WAY, WHICH LIES NORTH, NORTHWEST AND WEST OF THE FOLLOWING DESCRIBED LINE;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, EAST COVE ON MERCER ISLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 260 OF PLATS, PAGES 57 THROUGH 63, INCLUSIVE, IN KING COUNTY, WASHINGTON AND A POINT ON THE EASTERLY MARGIN OF EAST MERCER WAY;

THENCE ALONG THE SOUTH LINE OF SAID LOT 1 SOUTH 88°29'36" EAST, A DISTANCE OF 125.59 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 01°21'38" WEST, A DISTANCE OF 17.05 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 26.62 FEET;

THENCE SOUTH 66°47'53" WEST, A DISTANCE OF 73.64 FEET;

THENCE SOUTH 42°50'06" WEST, A DISTANCE OF 35.25 FEET TO THE SOUTH LINE OF THE SAID SOUTH 75 FEET;

THENCE NORTH 88°29'36" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 14.01 FEET TO THE EASTERLY MARGIN OF EAST MERCER WAY AND THE TERMINUS OF THIS LINE;

CONTAINING AN AREA OF 4,975 SQUARE FEET, MORE OF LESS;

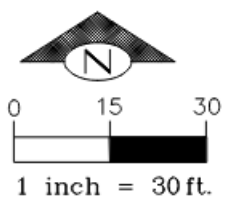
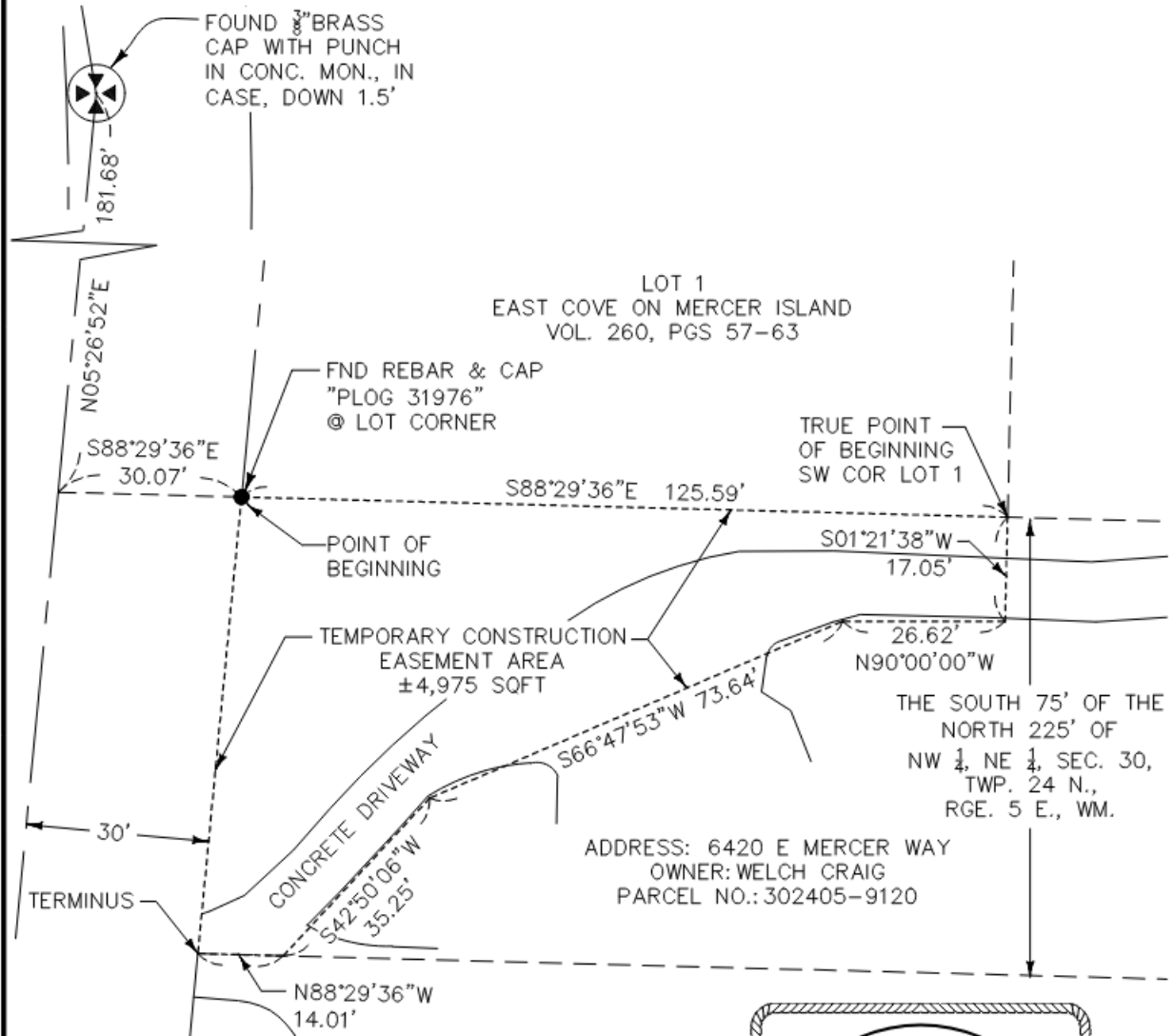
SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, WASHINGTON STATE.



CITY OF MERCER ISLAND  
6420 E MERCER WAY STORM DRAIN  
OLIVER Q. ROBAR, P.L.S.  
BRH JOB NO. 2022012-01  
SEPTEMBER 7, 2022

BUSH, ROED & HITCHINGS, INC.  
15400 SE 30<sup>TH</sup> PL, SUITE 100  
BELLEVUE, WA 98007  
(206) 323-4144

EXHIBIT E  
 TEMPORARY CONSTRUCTION EASEMENT DEPICTION



6420 E. MERCER WAY  
 TEMP. CONST. EASEMENT  
 NE 1/4 SEC. 30, TWP. 24 N., RGE. 05 E., WM.

**BUSH, ROED & HITCHINGS, INC.**  
 LAND SURVEYORS & CIVIL ENGINEERS

15400 SE 30TH PL, STE 100 (206) 323-4144  
 BELLEVUE, Washington 9/7/22  
 98007-6546 2022012.01