

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): Jeffrey P. & Lara A. Sanderson

Grantee (s): CITY OF MERCER ISLAND

Property Legal Description (abbreviated): Ptn of Tract 12, Harry White's Plat of East Seattle Acre Tracts,
Vol. 3, pg.36

Additional Legal(s) on Exhibit A

Easement Legal Description (abbreviated): 30.00 feet wide 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): 936570-0140

RECITALS

A. Jeffrey P. & Lara A. Sanderson ("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 stabilize and to reduce erosion of the watercourse depicted in **Exhibit "C"** 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 to the Grantee a perpetual, 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, 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, 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 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. Indemnification. Grantor agrees 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 Grantor or Grantor's 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 Grantor and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS _____ day of _____, 20____.

GRANTORS

(signature)
Jeffrey P. Sanderson

(typed/printed name)

(signature)
Lara A. Sanderson

(typed/printed name)

Notary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me, Jeffrey P. Sanderson and Lara A. Sanderson, 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 _____

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EXHIBIT A
LEGAL DESCRIPTION OF SERVIENT PROPERTY

(Parcel 'C' per Bargain and Sales Deed under recording no. 20150930000739)

That portion of Tract 12 of 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, lying southerly and westerly of West Mercer Way as deeded to King County by Deed recorded under recording number 931524;

TOGETHER WITH the east half of undedicated 4th Street and the north half of undedicated "I" Street adjoining, as shown on said plat.

EXHIBIT B
PERMANENT EASEMENT LEGAL DESCRIPTION

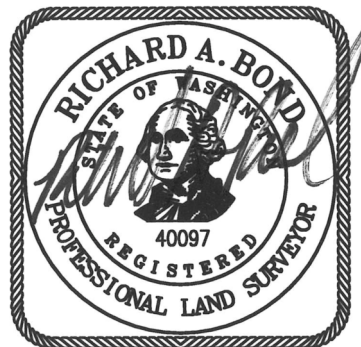
That portion of said Parcel described in attached Exhibit A, included within a strip of land, 30.00 feet wide, 15.00 feet on each side of the centerline of an existing watercourse that is depicted as Stream 'A' on attached Exhibit 'C', described as follows:

BEGINNING at a point on the north line of said Parcel with the intersection of said Stream 'A';
THENCE in a southerly direction, along said Stream 'A' to a point on the Westerly line of said Parcel and the TERMINUS of the herein described line.

The sidelines of said strip shall be shortened or lengthened to begin at the North line of Grantor's Parcel and end at the Westerly line of Grantor's Parcel.

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.

Contains: 5,379 Square Feet, more or less.

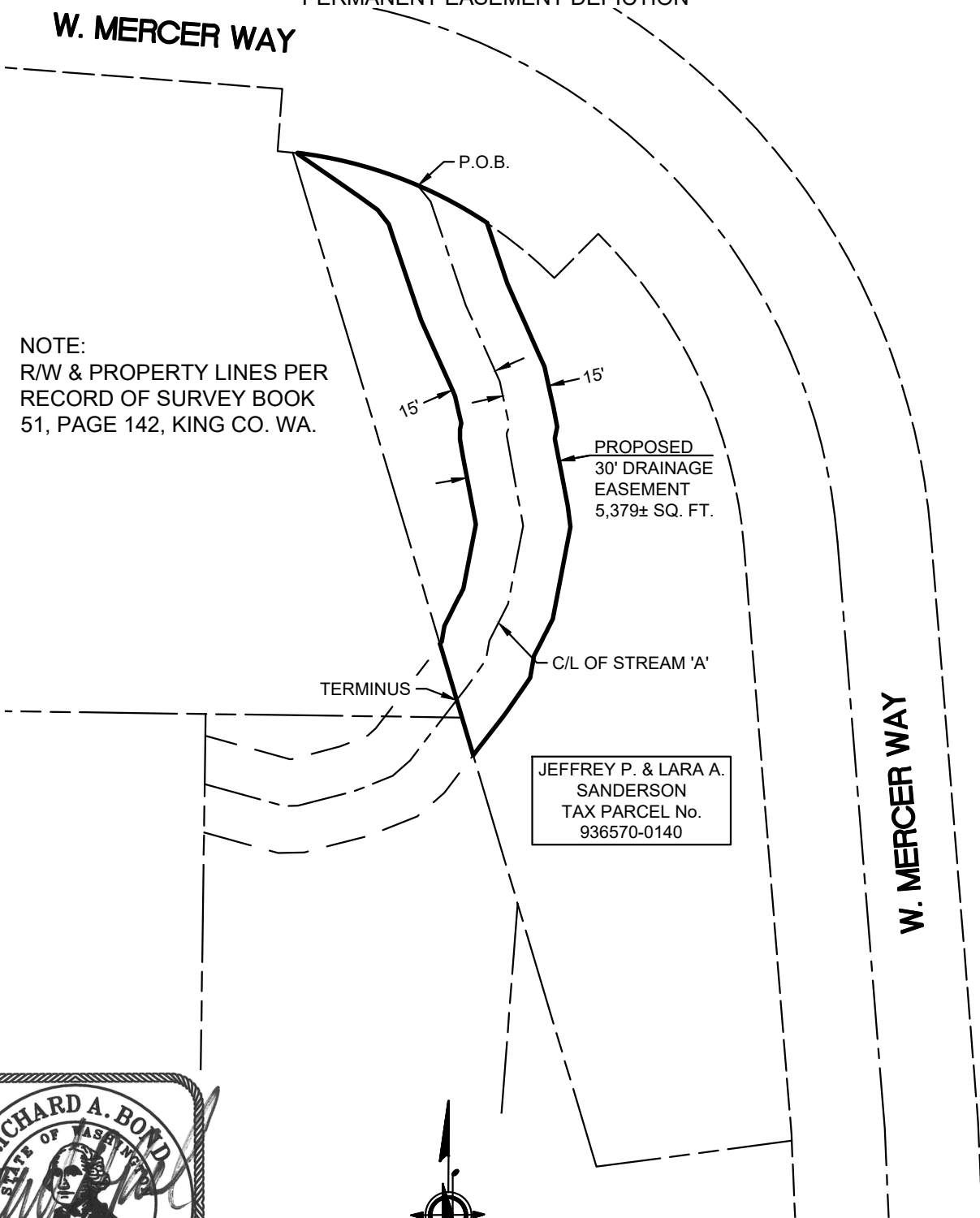


09/16/2022

EXHIBIT C
PERMANENT EASEMENT DEPICTION

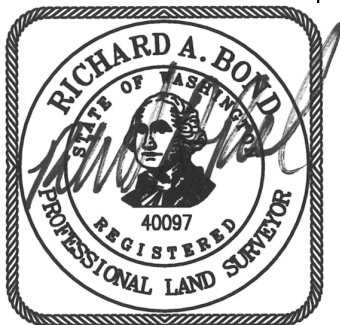
W. MERCER WAY

NOTE:
R/W & PROPERTY LINES PER
RECORD OF SURVEY BOOK
51, PAGE 142, KING CO. WA.



JEFFREY P. & LARA A.
SANDERSON
TAX PARCEL No.
936570-0140

W. MERCER WAY



09/16/2022

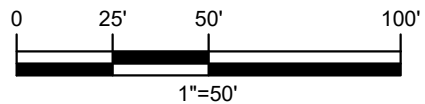


EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

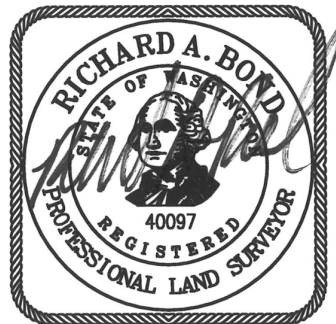
That portion of said Parcel described in Exhibit A, included within a strip of land, 50.00 feet wide, 25.00 feet on each side of the following described centerline as depicted on attached Exhibit E,

COMMENCING at the southeast corner of said Parcel described in Exhibit A;
THENCE northerly along the easterly line of said Parcel a distance of 190.31 feet to the beginning of a 160.99 foot radius curve to the left;

THENCE northerly along said easterly line and along the arc of said curve a distance of 17.50 feet, through a central angle of 06°13'41" to the POINT OF BEGINNING of the herein described centerline;

THENCE southwesterly, on a line that is radial to said 160.99 foot radius curve, a distance of 54.4 feet, more or less to a point which lies 15.00 feet Easterly from the centerline of an existing watercourse that is depicted as Stream 'A' on attached Exhibit E, said point being the TERMINUS of the herein described centerline.

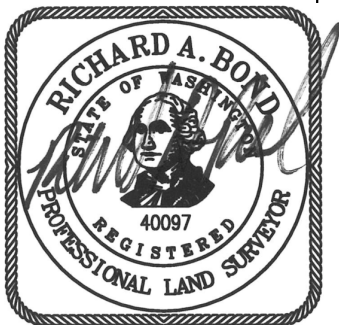
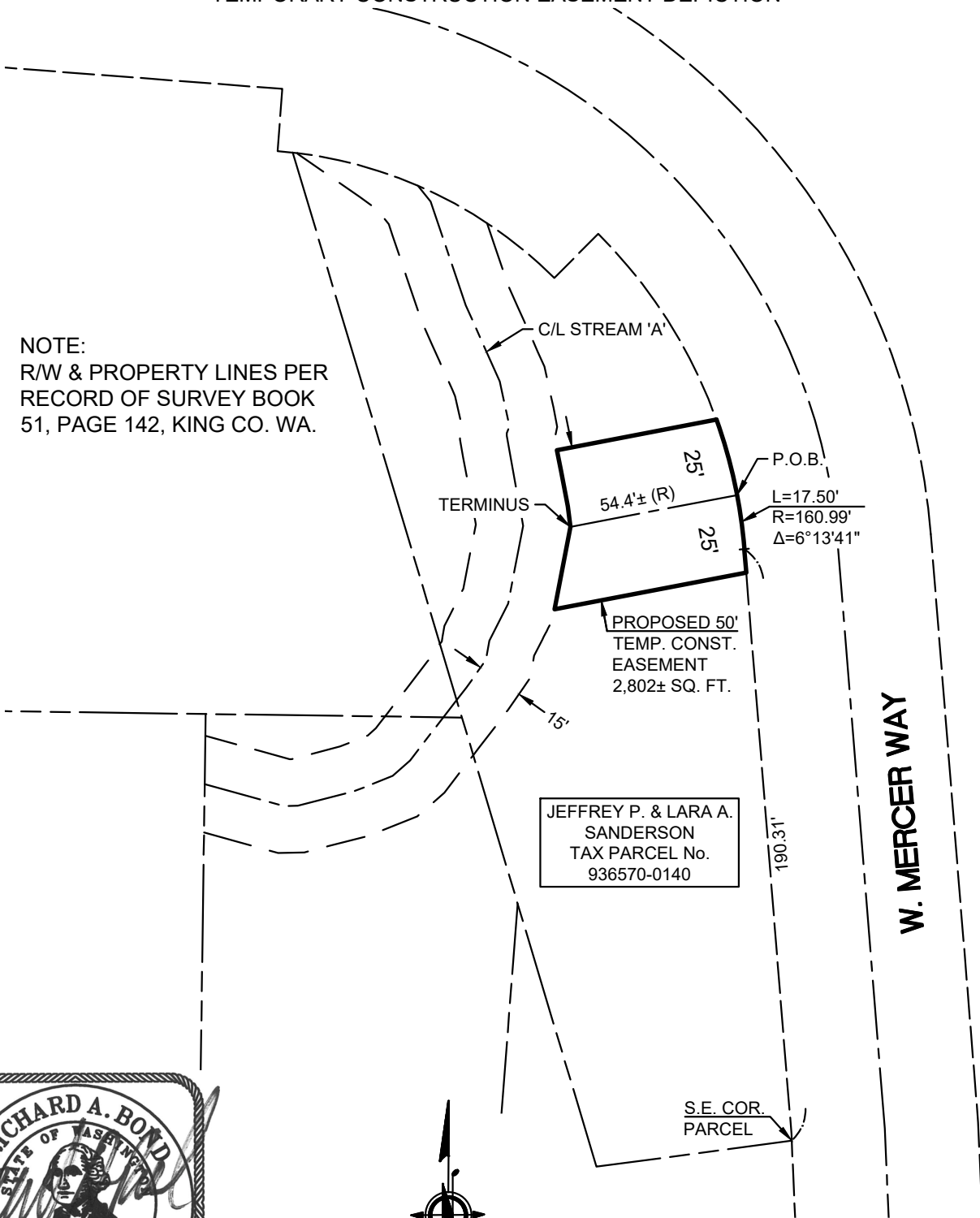
Contains: 2,802 Square Feet, more or less.



09/16/2022

EXHIBIT E
 TEMPORARY CONSTRUCTION EASEMENT DEPICTION

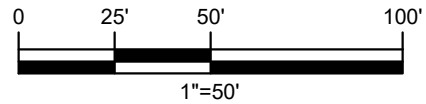
NOTE:
 R/W & PROPERTY LINES PER
 RECORD OF SURVEY BOOK
 51, PAGE 142, KING CO. WA.



09/16/2022



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PARCEL: 936570-0140

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): Jeffrey P. & Lara A. Sanderson

Grantee (s): CITY OF MERCER ISLAND

Property Legal Description (abbreviated): Ptn of Tract 1, Stroud's Evergreen Lane Tracts, Vol. 87, Pg.14

Additional Legal(s) on Exhibit A

Easement Legal Description (abbreviated):30.00 feet wide drainage easement

Additional Legal(s) on Exhibit B

Permanent Easement Depiction on Exhibit C

Assessor's Tax Parcel ID#(s): 805700-0014

RECITALS

A. Jeffrey P. & Lara A. Sanderson ("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 stabilize and to reduce erosion of the watercourse depicted in Exhibit "C" 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 to the Grantee a perpetual, 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, 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, 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 access to the Easement over and across the Property to enable Grantee to 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. 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.

5. Indemnification. Grantor agrees 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 Grantor or Grantor's agents or invitees within or with respect to 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)
Jeffrey P. Sanderson

(typed/printed name)

(signature)
Lara A. Sanderson

(typed/printed name)

Notary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me, Jeffrey P. Sanderson and Lara A. Sanderson, 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

(Parcel 'B' per Bargain and Sales Deed under recording no. 20150930000739)

That portion of Tract 1, Stroud's Evergreen Lane Tracts, according to the plat thereof, recorded in volume 87 of plats, page 14, in King County Washington described as follows:

BEGINNING at the Northwest corner of said Tract 1;
THENCE South 0°22'15" East 181.00 feet;
THENCE South 13°20'45" West 94.00 feet;
THENCE along a curve to the left having a radius of 25 feet, a central angle of 26°32'33", a distance of 11.58 feet to a point of compound curvature;
THENCE continuing along a curve to the left, having a radius of 300 feet, a distance of 29.15 feet;
THENCE North 77°18'40" East 56.31 feet;
THENCE North 72°14'29" East 48.16 feet;
THENCE North 3°17'50" East 226.45 feet to the Northeasterly line of said Tract;
THENCE North 17°49'53" West 62.34 feet;
THENCE South 89°37'45" West 82.22 feet to the TRUE POINT OF BEGINNING:

TOGETHER WITH an easement for ingress, egress and utilities 15 feet in width, the centerline of which is coincident with the West line of the above described main tract and the Southeasterly extension of the 300 foot radius curve to the South line of said Tract 1;
EXCEPT the North 141 feet of said Tract 1;
And EXCEPT therefrom that portion of thereof lying East of the following described line:

BEGINNING at a point on the West line of the above described main Tract which bears South 0°22'15" East 71.63 feet to the TERMINUS of said line.

EXHIBIT B
EASEMENT LEGAL DESCRIPTION

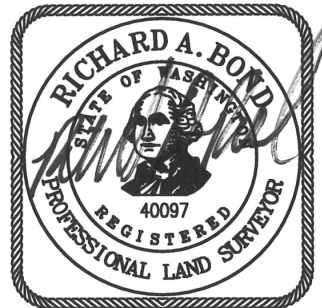
That portion of said Parcel described in attached Exhibit A, included within a strip of land, 30.00 feet wide, 15.00 feet on each side of the centerline of an existing watercourse that is depicted as Stream 'A' on attached Exhibit C, described as follows:

BEGINNING at a point on the north line of said Parcel with the intersection of said Stream 'A';
THENCE in a Southwesterly direction, along said Stream 'A' to a point on the Westerly line of said Parcel and the TERMINUS of the herein described line.

The sidelines of said strip shall be shortened or lengthened to begin at the North line of Grantor's Parcel and end at the West line of Grantor's Parcel.

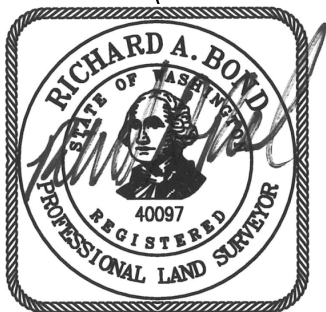
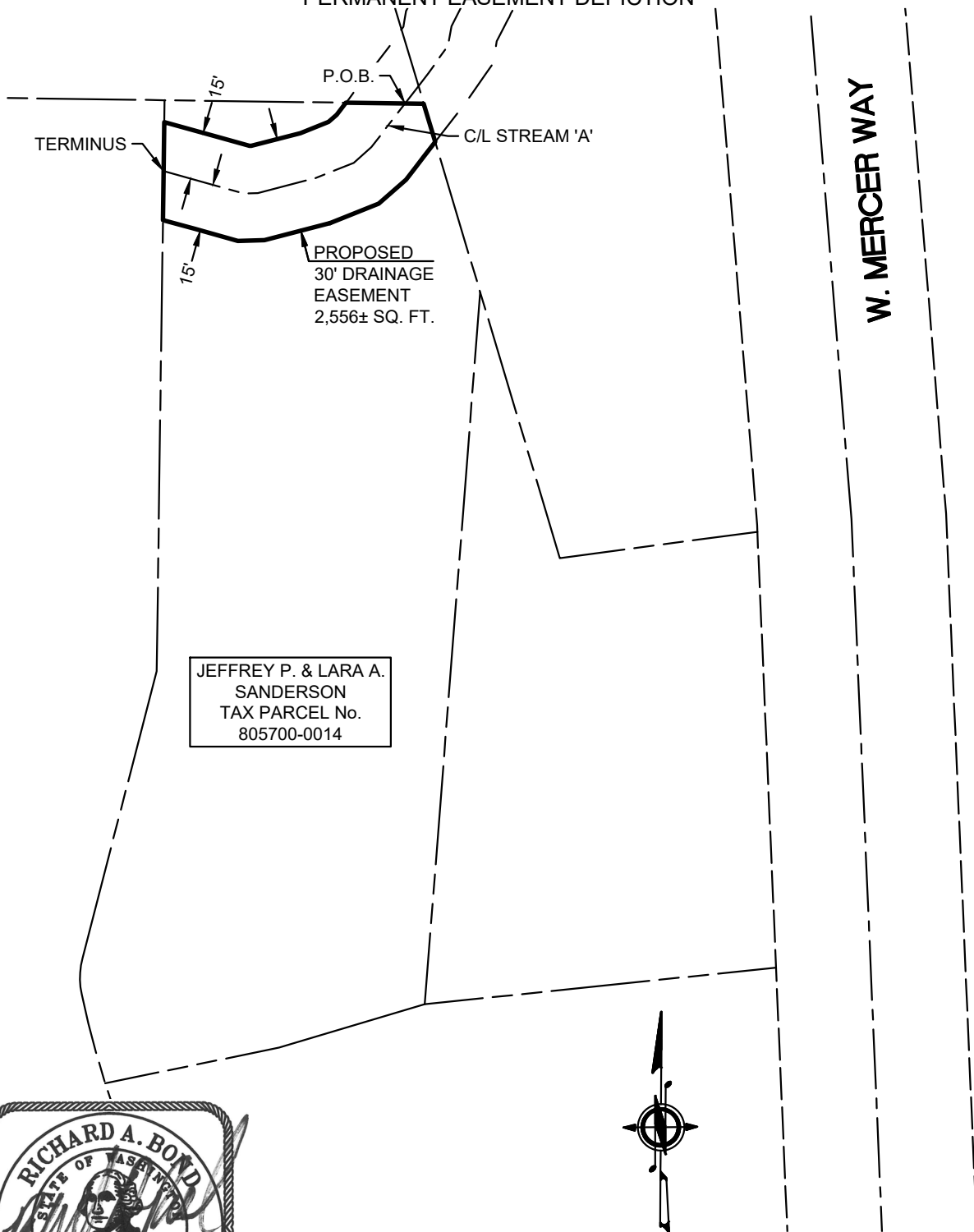
The current approximate location of said watercourse centerline is depicted on attached Exhibit C; said easement will be subject to natural course changes of said centerline and the drainage easement will maintain the 30.00 foot width, 15.00 feet on each side of the watercourse centerline.

Contains: 2,556 Square Feet, more or less.

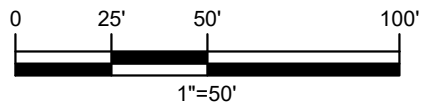


09/16/2022

EXHIBIT C
PERMANENT EASEMENT DEPICTION



09/16/2022



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PARCEL: 805700-0014

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): Karl W. & Ellen H. Zahlis

Grantee (s): CITY OF MERCER ISLAND

Property Legal Description (abbreviated): Ptn of Tract 13, Harry White's Plat of East Seattle Acre Tracts,
Vol. 3, pg.36

Additional Legal(s) on Exhibit A

Easement Legal Description (abbreviated): 30.00 feet wide drainage easement

Additional Legal(s) on Exhibit B

Permanent Easement Depiction on Exhibit C

Assessor's Tax Parcel ID#(s): 936570-0160

RECITALS

A. Karl W. & Ellen H. Zahlis ("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 stabilize and to reduce erosion of the watercourse depicted in Exhibit "C" 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 to the Grantee a perpetual, 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, 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, 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 access to the Easement over and across the Property to enable Grantee to 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. 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.

5. Indemnification. Grantor agrees 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 Grantor or Grantor's agents or invitees within or with respect to 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)
Karl W. Zahlis

(typed/printed name)

(signature)
Ellen H. Zahlis

(typed/printed name)

Notary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me, Karl W. Zahlis and Ellen H. Zahlis, 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

(Per Statutory Warranty Deed under recording no. 20131230000179)

That portion of Tract 13, 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, lying Southerly of West Mercer Way, Right-of-Way;
EXCEPT the West 306 feet, as measured parallel to the West line, thereof.
Situate in the County of King, State of Washington.

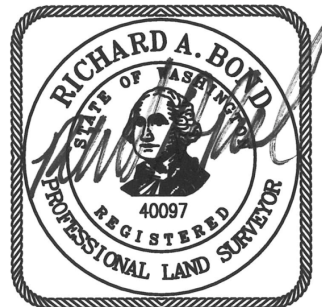
EXHIBIT B
EASEMENT LEGAL DESCRIPTION

That portion of said Parcel described in attached Exhibit A, included within a strip of land, 30.00 feet wide, 15.00 feet on each side of the centerline of an existing watercourse that is depicted as Stream 'A' on attached Exhibit 'C', described as follows:

BEGINNING at a point on the East line of said Parcel with the intersection of said Stream 'A';
THENCE in a Southwesterly direction, along said Stream 'A' to a point on the Southerly line of said Parcel and the TERMINUS of the herein described line.

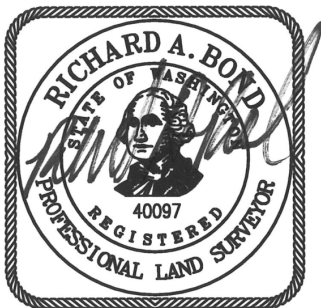
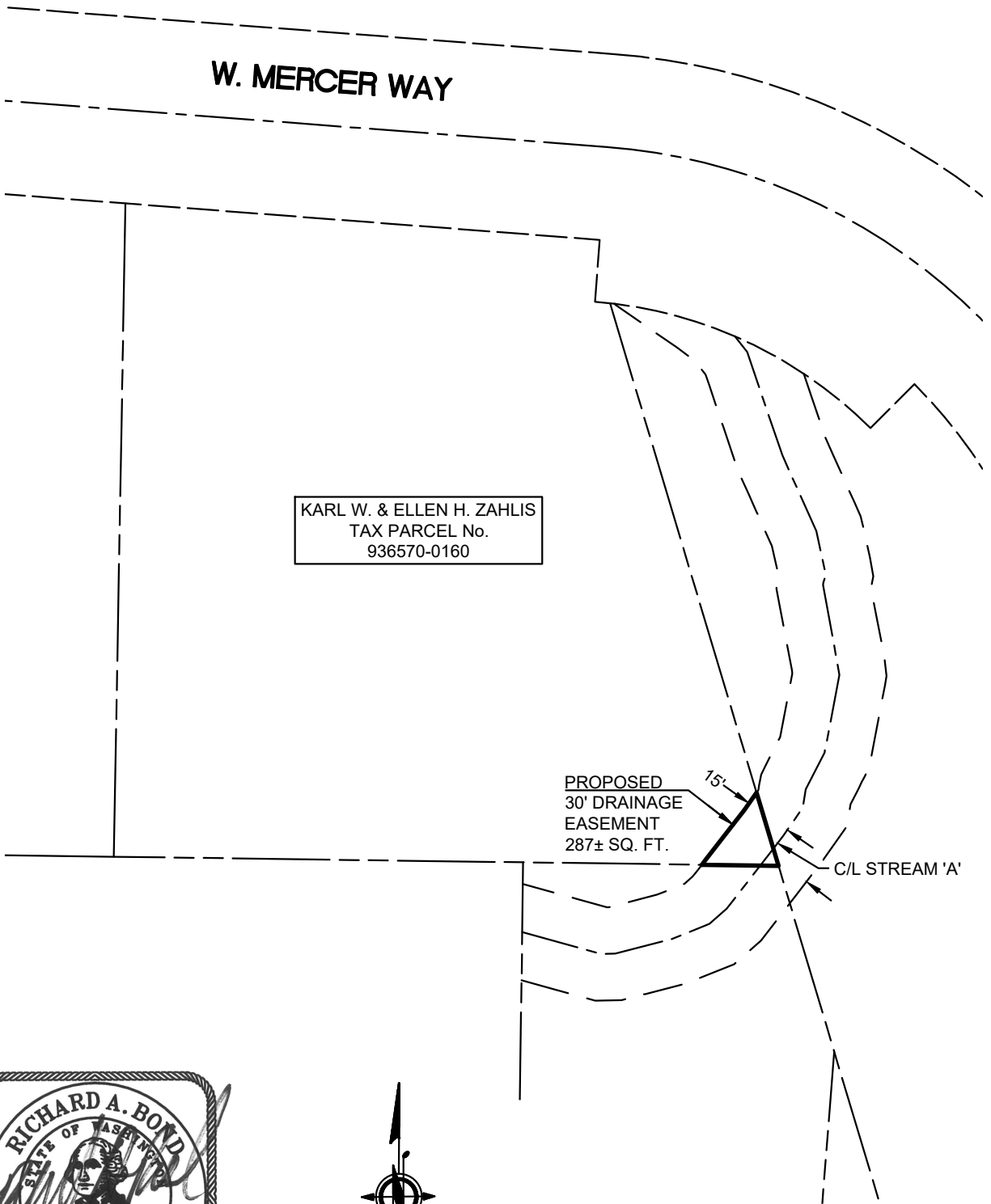
The sidelines of said strip shall be shortened or lengthened to begin at the East line of Grantor's Parcel and end at the Southerly line of Grantor's Parcel.

Contains: 287 Square Feet, more or less.

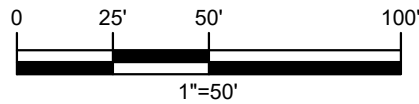


09/16/2022

EXHIBIT C
PERMANENT EASEMENT DEPICTION



09/16/2022



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PARCEL: 936570-0160