

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): Charles P. & Suzanne O. Vannatter

Grantee (s): CITY OF MERCER ISLAND

Property Legal Description (abbreviated): Lot A City of Mercer Island Short Plat # MI 77-1003 Rec AF
#7702170581

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): 257490-0070

RECITALS

A. Charles P. & Suzanne O. Vannatter, ("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)

(signature)

Charles P. Vannatter
(typed/printed name)

Suzanne O. Vannatter
(typed/printed name)

Notary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me, Charles P. Vannatter and Suzanne O. Vannatter, 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. 20140307001058)

Lot A, City of Mercer Island Short Plat number MI 77-1003, recorded under recording number 7702170581, in King County, Washington.

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:

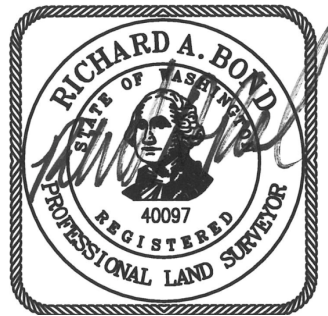
BEGINNING at a point on the centerline of said Stream 'A' with the intersection of a point which lies 5.00 feet Easterly of the existing culvert outlet as shown on said Exhibit 'C';

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 end at the Westerly line of Grantor's Parcel.

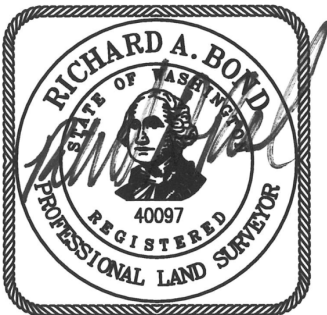
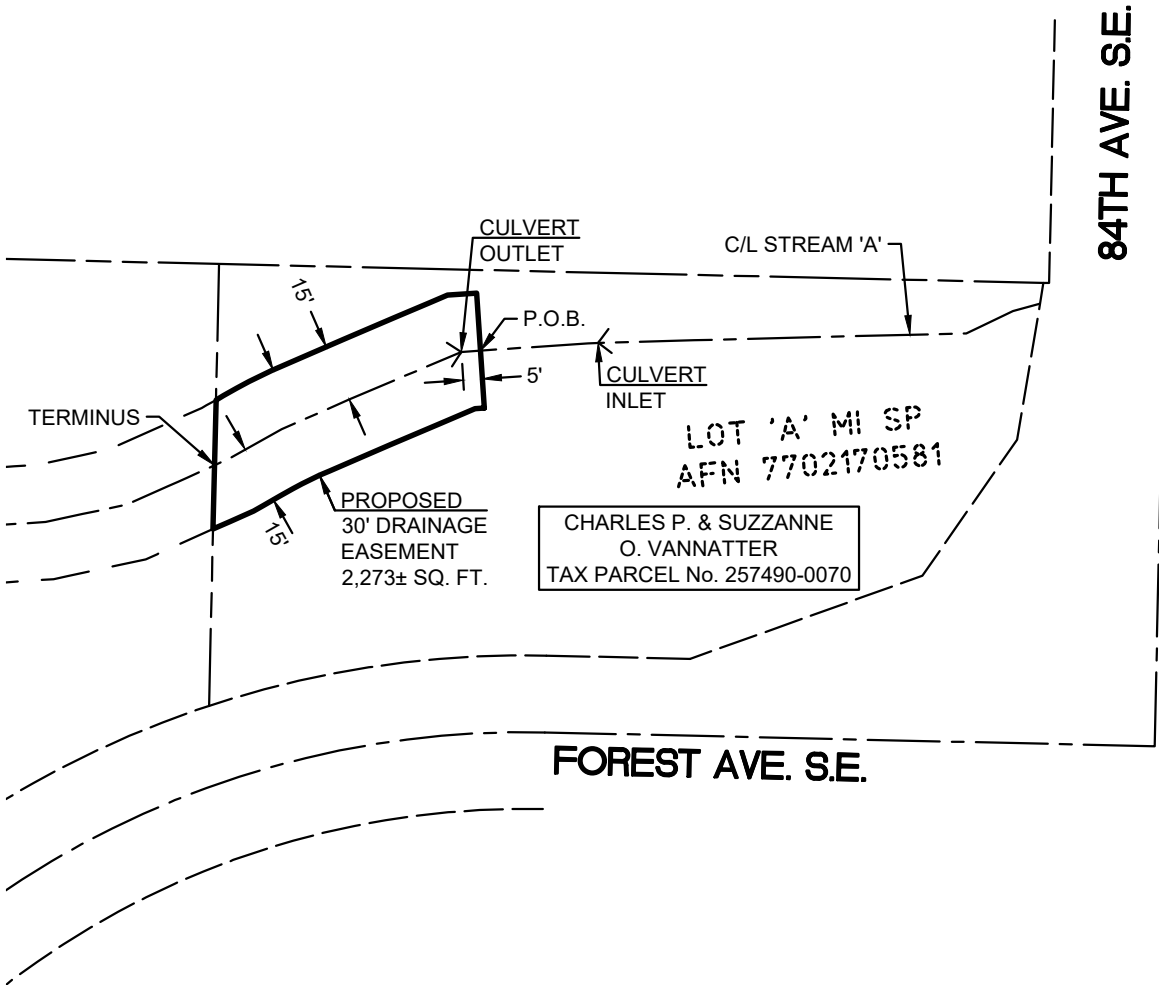
The current approximate location of said watercourse centerline is depicted on attached Exhibit C; said easement will be subject to natural course changes of said centerline and the drainage easement will maintain the 30.00 foot width, 15.00 feet on each side of the watercourse centerline.

Contains: 2,273 Square Feet, more or less.

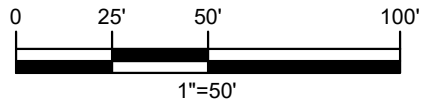


09/16/2022

EXHIBIT C
PERMANENT EASEMENT DEPICTION



09/16/2022



-6-

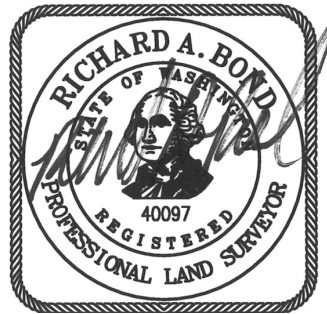
PARCEL: 257490-0070

EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

That portion of said Parcel described in attached Exhibit A, described as follows:

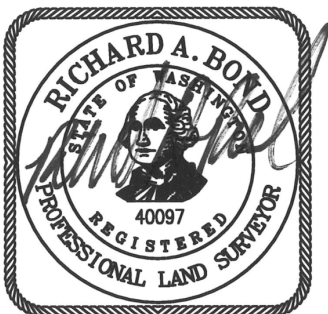
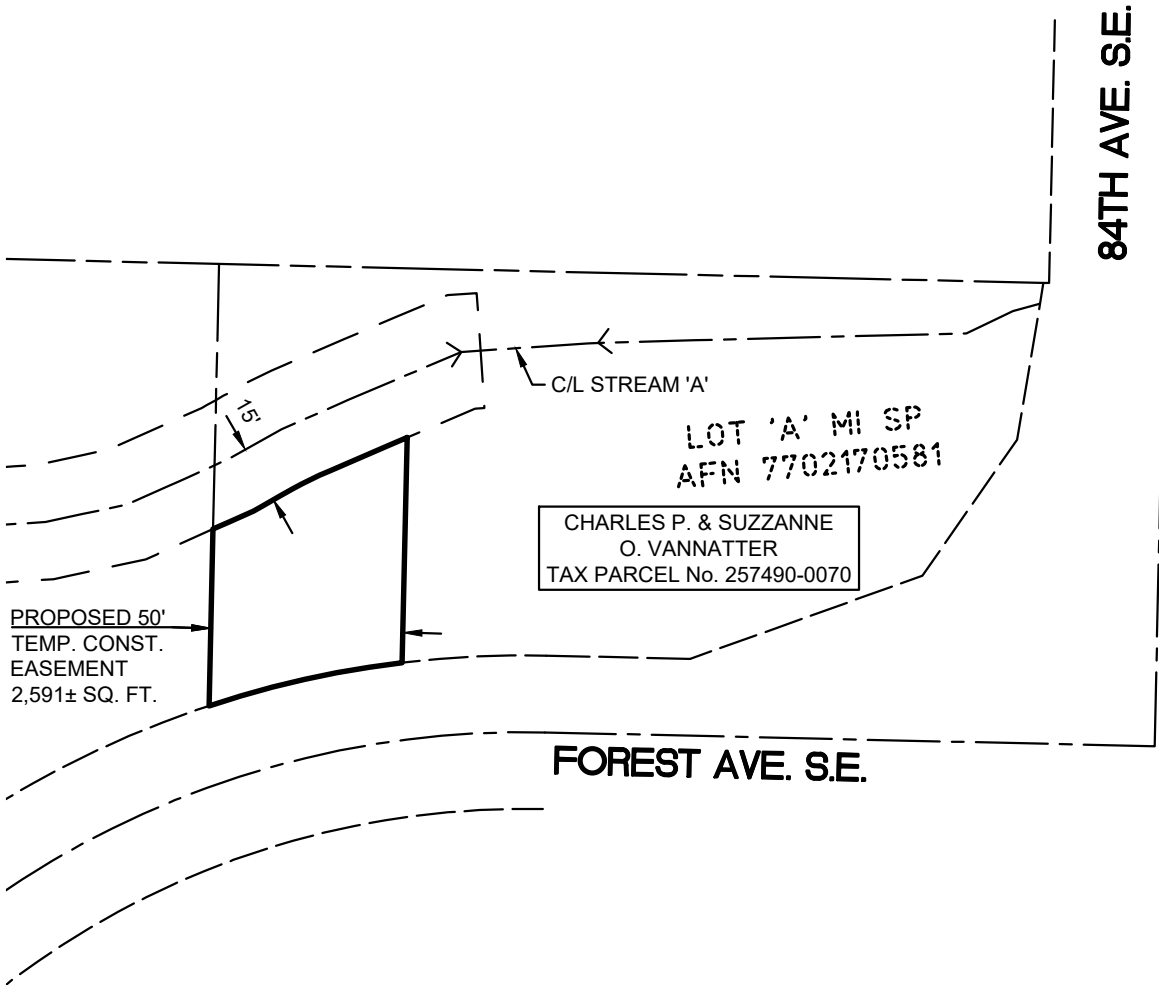
The West 50.00 feet of said Parcel lying south of a point which lies 15.00 feet Southerly from the centerline of an existing watercourse that is depicted as Stream 'A' on attached Exhibit E.

Contains: 2,591 Square Feet, more or less.

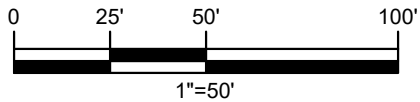


09/16/2022

EXHIBIT E
 TEMPORARY CONSTRUCTION EASEMENT DEPICTION



09/16/2022



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): RKK Construction, Inc.

Grantee (s): CITY OF MERCER ISLAND

Property Legal Description (abbreviated): Lot B City of Mercer Island Short Plat # MI 77-1003 Rec AF
#7702170581

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): 257490-0075

RECITALS

A. RKK Construction, Inc. ("Grantor") is the owner 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____.

EXHIBIT A
LEGAL DESCRIPTION OF SERVIENT PROPERTY

(Per Special Warranty Deed under recording no. 8905300728)

Parcel 'B' of Yates' Short Plat No. MI 77-1003, recorded February 17, 1977 under Auditor's File No. 7702170581, being a portion of the following described property:

Lots 14 through 25, inclusive, Flood's Dearborn Addition, according to the plat recorded in Volume 33 of Plats, Page 40, in King County, Washington.

EXHIBIT B
PERMANENT EASEMENT LEGAL DESCRIPTION

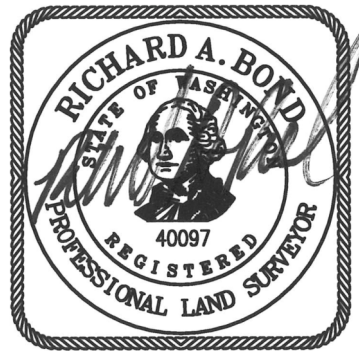
That portion of said Parcel described in attached Exhibit A, included within a strip of land, 30.00 feet wide, 15.00 feet on each side of the centerline of an existing watercourse that is depicted as Stream 'A' on attached Exhibit C, described as follows:

BEGINNING at a point on the 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 Westerly line of the approximate location of Wetland "A" as depicted on attached Exhibit C and the TERMINUS of the herein described line.

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

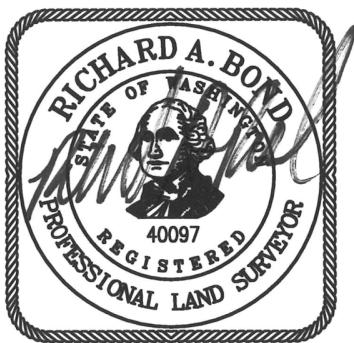
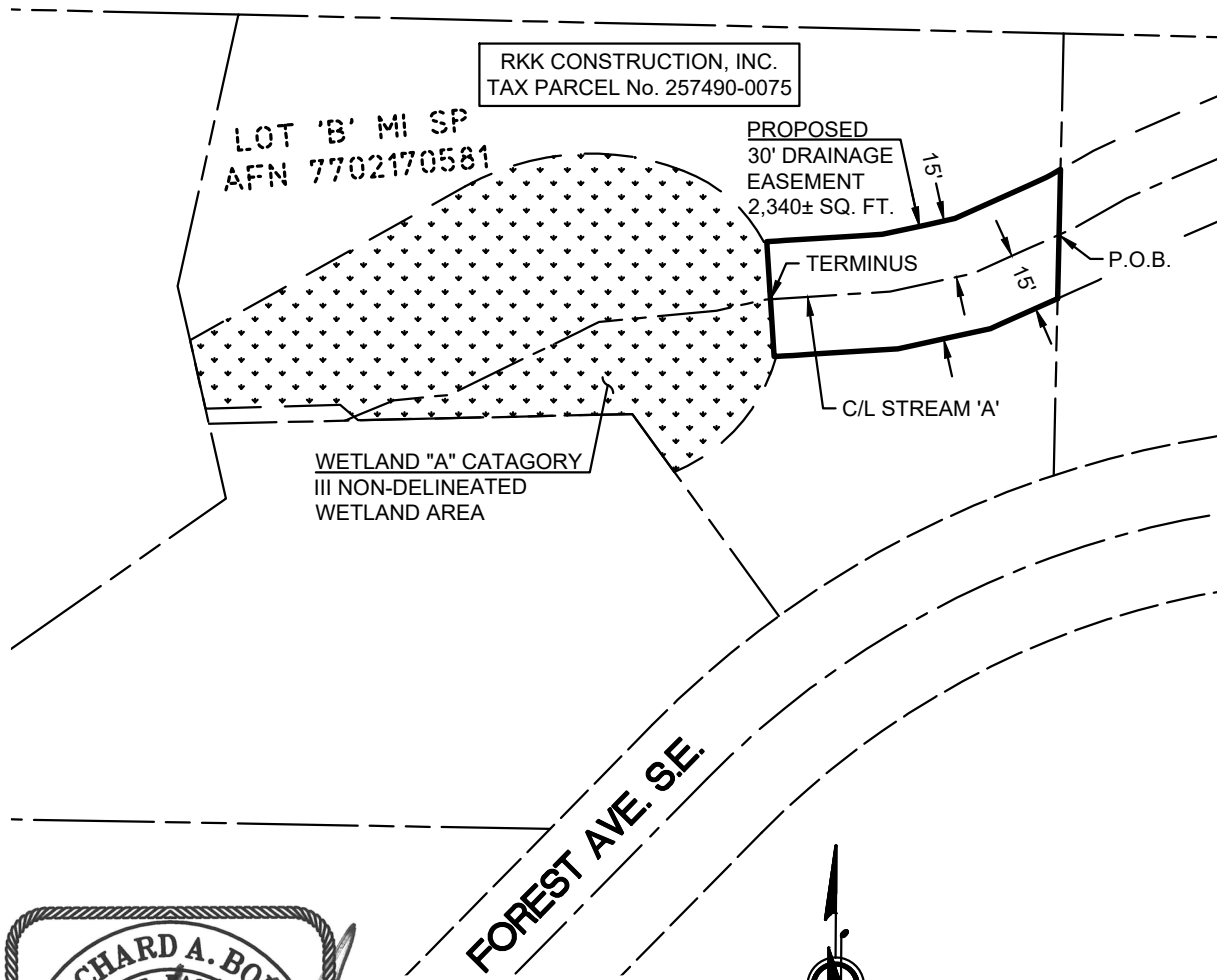
The current approximate location of said watercourse centerline and said wetland are depicted on attached Exhibit C; said easement will be subject to natural course changes of said centerline and the drainage easement will maintain the 30.00 foot width, 15.00 feet on each side of the watercourse centerline.

Contains: 2,340 Square Feet, more or less.



09/27/2022

EXHIBIT C
PERMANENT EASEMENT DEPICTION



09/27/2022

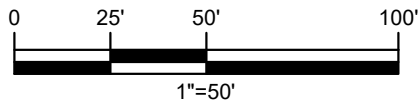


EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

That portion of said Parcel described in attached Exhibit A, described as follows:

The East 50.00 feet of said Parcel lying south of a point which lies 15.00 feet Southerly from the centerline of an existing watercourse that is depicted as Stream 'A' on attached Exhibit E.

Contains: 2,383 Square Feet, more or less.

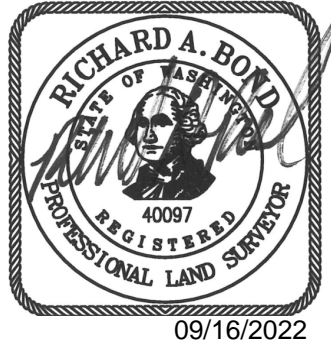
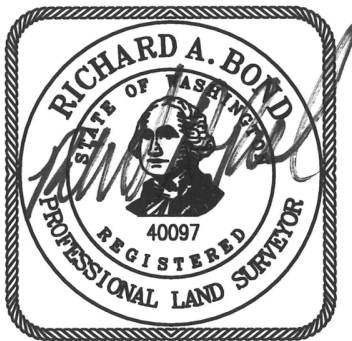
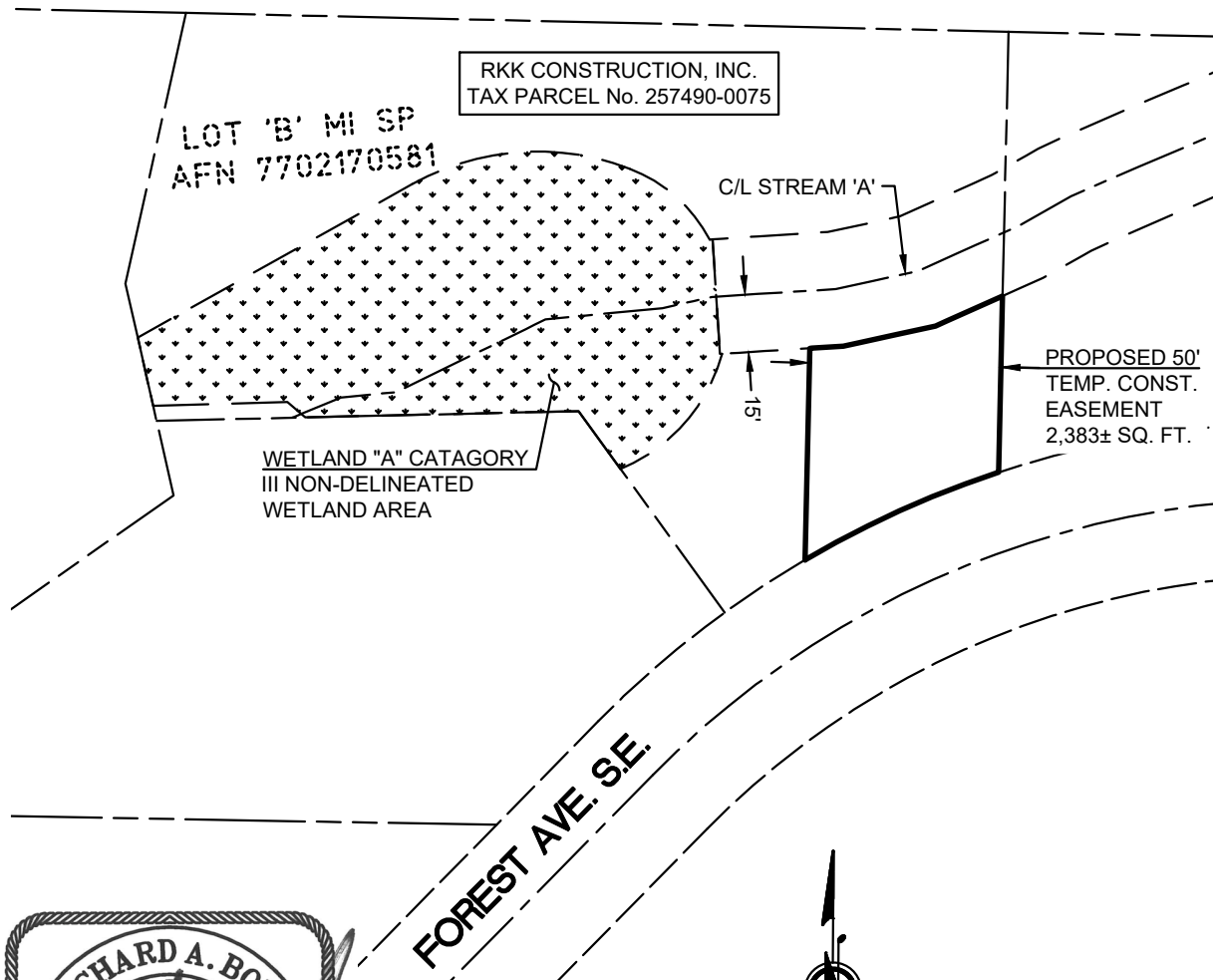


EXHIBIT E
TEMPORARY CONSTRUCTION EASEMENT DEPICTION



09/27/2022

