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EASEMENT Rec: $311.50
2/11/2025 12:12 PM
KING COUNTY, WA

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Nathan Korpela
8401 Linden Ave N
Seattle, WA 98103

DRAINAGE EASEMENT

GRANTORS: Park Ridge Green Belt Association, a Washington Nonprofit Corporation

GRANTEE: Nathan Korpela and Shaunna Wiens, a married couple

ABBREVIATED LEGAL DESCRIPTION: Additional legal(s) on Exhibits A and B.
PARCEL A (Grantor): TR A, Parkridge, Vol. 78 Pgs 29 & 30
PARCEL B (Grantee): Lot 29 of Parkridge, Vol. 78, Pgs 29 & 30

ASSESSOR'S TAX PARCEL ID #:
PARCEL A (Grantor):
Tract A – 666680-0370
PARCEL B (Grantee): 666680-0290

RECITAL

A. The **Grantor is** Park Ridge Green Belt Association, a Washington Nonprofit Corporation, owner of property which is further legally described on Exhibit A, and such real property is referred to as "Parcel A" or the "Burdened Property."

B. The **Grantee** is Nathan Korpela and Shaunna Wiens, husband and wife as owners of the property commonly known as 8441 SE 33rd Place, Mercer Island, WA 98040 and legally described on Exhibit B attached hereto and is hereafter referred to as "Parcel B" or the "**Benefited Property**".

C. The Grantor acknowledges the conveyance of a non-exclusive perpetual stormwater drainage easement across, under and upon the lands of the Grantor as further identified as the "**Drainage Easement Area**" in Exhibit C and whose location is set forth on the map attached as Exhibit C-1 in favor of the Grantee.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby grants to Grantee, a nonexclusive perpetual drainage easement (the " **Drainage Easement**") for the installation , maintenance, operation, repair and replacement of a stormwater drainage line ("**Stormwater Drainage Line**") on that portion of the Burdened Property hereafter known as the "**Drainage Easement Area**" as further legally defined on Exhibit C and set forth on the map identified on Exhibit C-1.

The Grantee shall have the right of ingress and egress to the Drainage Easement Area from the adjacent land of the Grantor for the purposes described above during the construction, maintenance or repair of the Stormwater Drainage Line.

The Grantor agrees not to interfere with the Grantee's ability to use or maintain the Stormwater Drainage Line by modifying the Drainage Easement Area by installing structures, walls or other improvements on the Drainage Easement Area.

2. Duration of Easement. This Drainage Easement shall be perpetual and run with the land.

3. Grantee's Covenants and Warranties. Grantee covenants and warrants that, in the exercise of its rights created herein, it shall: (i) repair and maintain the Drainage Easement Line, (ii) obtain all necessary permits, and approvals for the Drainage Easement Line; (iii) comply in all material respects with all applicable laws and ordinances and with the terms and conditions of all permits and approvals applicable thereto; (iv) keep the Burdened Property free and clear of all liens, charges, and other monetary encumbrances arising out of Grantee's use of the Drainage Easement and performance of its work on the Burdened Property and any obligations hereunder; and (v) timely comply with all of the terms and conditions of this Agreement at Grantee's sole cost and expense.

4. Indemnity. Grantee shall defend, indemnify and hold the Grantor and its agents and their successors and assigns, harmless from any and all injuries, losses, suits, claims, actions, costs, expenses (including attorneys' fees), penalties, fines, liabilities or other damages of any kind or nature whatsoever arising out of or related to (i) the exercise by Grantee, its agents, contractors, Drainage Easement, invitees, subcontractors or any other person claiming by or through Grantee of the Drainage Easement, or (ii) Grantee's breach of its obligations under this Agreement.

5. Waiver. Grantee and its successors in interest hereby waive all claims of adverse possession or similar boundary doctrines of both current and future use of the Easement Area and any other area of the Grantor's property and acknowledges that any such use does not constitute adverse possession.

6. Authority. Grantor and Grantee warrant to each other that each has the full power and authority necessary to enter into this Agreement on behalf of all persons and entities having an interest in each party's Property (including but not limited to any lenders). Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered: (a) in person; (b) by certified mail, postage prepaid, return receipt required to the address as set forth above; or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to the respective notice address set forth above, or to such other address as either party may from time to time specify in writing to the other party.

7. Binding Effect. The benefits and burdens of this Agreement are appurtenant to and shall run with the Burdened Property and Benefited Property, and shall be binding on the parties' respective heirs, executors, administrators, personal representatives, transferees, successors and assigns, including any ground lessees.

8. Venue/Attorney Fees. Venue for any dispute shall be in the King County Superior Court. The prevailing party in any dispute shall be entitled to its costs and attorney fees.

9. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of Washington.

10. Counterparts. This Agreement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same agreement.

Signatures are on the next page.

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Grantor – Tract A

Park Ridge Green Belt Association
Reed Hardesty, President

Grantee – Lot 29

Nathan Korpela

Shaunna Wiens

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Reed Hardesty, to me known to be the President of Park Ridge Green Belt Association, a Washington Nonprofit Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of February, 2025.

Notary Public
State of Washington
JAZMIN MARTINEZ
LICENSE # 21006576
MY COMMISSION EXPIRES
AUGUST 29, 2028

NOTARY PUBLIC in and for the State of Washington. Residing at: Kent, WA
Printed name Jazmin Martinez
My Commission Expires: August, 29, 2028

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me **Nathan Korpela and Shaunna Wiens,** to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10th day of February, 2025.

ANA LICITRA
Notary Public
State of Washington
Commission # 22012707
My Comm. Expires Apr 20, 2026

NOTARY PUBLIC in and for the State of Washington. Residing at: Kent
Printed name Ana Licitra
My Commission Expires: 04/15/26

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

Parcel A consists of:

TRACT A, PARKRIDGE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 78 OF PLATS, PAGES 29 AND 30, RECORDS OF KING COUNTY, WASHINGTON.

EXHIBIT B
LEGAL DESCRIPTION OF GRANTEES' REAL PROPERTY

Parcel B consists of:

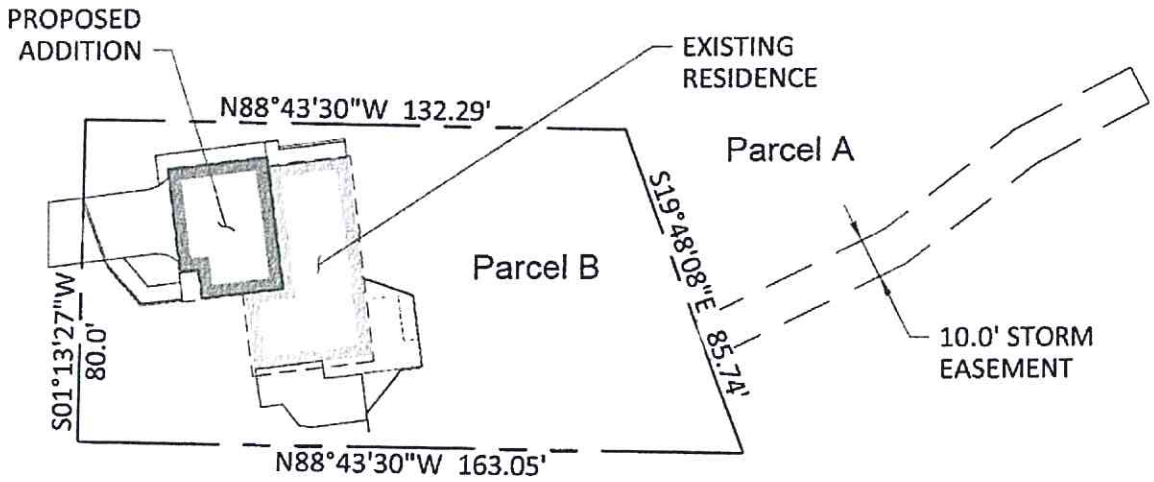
Lot 29 of Parkridge, as per plat recorded in Volume 78 of Plats, Pages 29 and 30, Records of King County Auditor; also an undivided one-third interest in Tract "C", Parkridge, situate in the County of King, State of Washington.

EXHIBIT C
LEGAL DESCRIPTION OF DRAINAGE EASEMENT AREA

The Easement Area is composed of that portion of Tract A as described and set out in that certain Plat of Parkridge, as recorded in Volume 78 of Plats, pages 29 and 30, records of King County, Washington as legally described as follows:

The Easement Area shall be as set forth on the map attached as Exhibit C-1, of which the width of the Easement will be 10 feet wide, consisting of five feet in each direction from the center of the constructed private storm drainage pipe, running from the Grantee's common property line with the Grantee to 10 feet beyond the end of the storm drainage pipe as constructed.

The parties further agree to document the exact metes and bounds description of the as- built storm drainage pipe upon its completion.

EXHIBIT C -1
MAP OF DRAINAGE EASEMENT AREA

This map represents the anticipated path of the pipe. The actual location may slightly differ, and shall be documented and recorded as-built.