

**RECORDING REQUESTED BY,  
AND AFTER RECORDING  
RETURN TO:**

David Zimmer  
4661 Forest Avenue  
Mercer Island, WA 98040

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**RESTATED DRIVEWAY EASEMENT**

**Grantors:** (1) Michael R. Anderson and Linda Anderson; (2) David Zimmer and Karen Zimmer

**Grantees:** (1) David Zimmer and Karen Zimmer; (2) Michael R. Anderson and Linda Anderson

**Legal Descriptions** (abbreviated):

**Anderson Property:**

Lot 12 and Ptn. Lot 13, Lake Isle, Vol 19 of Plats, P. 35, and Second Class Shorelands  
Adjoining  
Full Legal Description on Exhibit A

**Zimmer Property:**

Lot 14 and Ptn. Lot 13, Lake Isle, Vol 19 of Plats, P. 35, and Second Class Shorelands  
Adjoining  
Full Legal Description on Exhibit B

**Assessor's Tax Parcel ID#s:** 404500-0060 (Anderson Property)  
404500-0065-01 (Zimmer Property)

**Reference Numbers:** 4472478; 4472479; 4472480 and 8309190611

## RESTATED DRIVEWAY EASEMENT

THIS RESTATED DRIVEWAY EASEMENT (this “Restated Easement” or this “Agreement”) is made and entered into as of the 26 day of Sept, 2022, by and among **Michael R. Anderson and Linda Anderson**, husband and wife (the “Andersons”); and **David Zimmer and Karen Zimmer**, husband and wife (the “Zimmers”).

### RECITALS

A. The Andersons are the current owners of the property having a street address of 4703 Forest Avenue, Mercer Island, Washington and legally described on attached Exhibit A, which is referred to in this Agreement as the “Anderson Property”.

B. The Zimmers are the current owners of the property having a street address of 4661 Forest Avenue, Mercer Island, Washington and legally described on attached Exhibit B, which is referred to in this Agreement as the “Zimmer Property”.

C. The Anderson Property and the Zimmer Property are referred to collectively in this Agreement as the “Properties”. The Andersons and the Zimmers are referred to collectively in this Agreement as the “Owners” or the “Property Owners”.

D. Agreements executed by the Property Owners or their predecessors in interest and recorded under Auditor’s File Numbers 4472478; 4472479; 4472480 and 830919061, Records of King County, Washington (collectively, the “Existing Easement Documents”) provide for a common driveway (the “Driveway”) serving the Properties and giving access to Forest Avenue, a public street, for the benefit of the Properties. The Driveway is located partially on the Anderson Property and partially on the Zimmer Property. The Existing Easement Documents provide reciprocal easements for the Driveway across each of the Properties, establish certain restrictions on the use of such easements, and contain construction, maintenance and cost sharing agreements between the Property Owners relative to the Driveway.

E. The Property Owners wish to restate the Existing Easement Documents to: (1) reconfigure the legal descriptions of the easements created thereby (as reconfigured pursuant to this Agreement, the “Easements”) to match the actual physical location of the Driveway as established by a recent survey; (2) widen the Easement Area and the Driveway to satisfy City of Mercer Island requirements and enable the Zimmers to obtain a building permit for new construction on the Zimmer Property; (3) clarify the restrictions on use of the Easements; and (4) clarify the obligations of the Property Owners to construct, repair and maintain the Driveway.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The above Recitals are incorporated by reference into this Agreement as though fully set forth herein.

2. **Restatement of Existing Easement Documents.** The Existing Easement Documents are restated in their entirety by this Agreement, as of the date this Agreement is recorded in the real property records of King County, Washington. From and after the recording date of this Agreement, the Existing Easement Documents shall have no further independent effect.

3. **Updated Easement Grants.**

3.1 **By Andersons to Owners of Zimmer Property.** The Andersons do hereby grant the Zimmers and any successor Owners of the Zimmer Property an easement over that portion of the Anderson Property depicted as easement area and legally described as easement area on attached **Exhibit C** (the “Anderson Property Easement Area”) for the purposes described in Section 3.3 below, and subject to the restrictions in Sections 3.4 and 3.5 below.

3.2 **By Zimmers to Owners of Anderson Property.** The Zimmers grant the Andersons and any successor Owners of the Anderson Property an easement over that portion of the Zimmer Property depicted as easement area and legally described as easement area on attached **Exhibit D** (the “Zimmer Property Easement Area”, and together with the Anderson Property Easement Area, the “New Easement Area”) for the purposes described in Section 3.3 below, and subject to the restrictions in Sections 3.4 and 3.5 below.

3.3 **Easement Purposes.** The Easements created by Sections 3.1 and 3.2 are granted for the following purposes: (a) of enabling pedestrian and vehicular ingress and egress to and from the Properties to Forest Avenue; (b) enabling construction and maintenance of a 8 foot to 12 foot wide driveway across the Easement Area serving the Properties and used solely for purposes permitted by this Agreement; and (c) allowing the location of utilities serving either Property under the Driveway. From and after the date this Agreement becomes effective, as stated in Section 2 above, all references to the “Driveway” shall mean the driveway created under Section 3.3(b).

3.4 **Easement Benefit Restrictions.** The Easements created by Sections 3.1 and through 3.3 are intended to benefit only one (1) single family residence on the Anderson

Property and only one (1) single family residence on the Zimmer Property. Each Owner reserves all legally available rights to object to either Property being subdivided. And in no event shall the Easements created by Sections 3.1 and 3.2 run to the benefit of more than one (1) single family residence on either Property, even if the relevant Property has been subdivided.

**3.5 Easement Use Restrictions.** Other than temporary parking, as needed, by contractors providing maintenance of the Driveway, and guest overnight parking for no more than seven (7) consecutive days in the area designated as “Temporary Guest Parking Area” on Exhibit E, vehicles may not park on the New Easement Area, and in no event may any vehicles be parked in a manner that restricts or blocks access to either Property. Use of the Easements by construction vehicles larger than what is commonly referred to on the date of this Agreement as a three-quarter ton pickup truck is restricted to the hours of 9:00 a.m. through 5:00 p.m., Monday through Saturday and exclusive of State or Federal Holidays.

**3.6 Map of Existing and New Easement Areas.** A map showing the relative physical locations of the easements created by the Existing Easement Documents and the New Easements created by this Agreement is attached hereto as Exhibit E. The map is for illustrative purposes only and is not to scale.

**4. Driveway Construction, Maintenance and Repair Obligations; Costs of Utility Placement.** Costs of widening the Driveway to between 8 and 12 feet (as agreed to by the Property Owners), costs of paving the Driveway, and costs of repairing the Driveway and maintaining it in first-class condition, shall all be shared equally by the Property Owners and paid to the contractors performing the work as and when due. Costs of placing and maintaining utilities under the Driveway and costs of restoring the Driveway to its prior condition after the placement of utilities or subsequent repair work shall be paid by the Property Owner whose Property benefits from the utilities, or shared equally if both Property Owners benefit.

**5. Binding Effect.** This Agreement shall run to the benefit of, and shall be binding upon, the Owners and any successor Owners of either of the Properties, and shall constitute a covenant running with the land.


**6. Authority.** Each Owner warrants and represents to the other Owner that such owner has full power and authority to enter into this Agreement without the consent of any lender or other third party.

**7. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

8. **Attorney's Fees.** The prevailing party shall be entitled to its reasonable attorney's fees and all other costs and expenses in any action to enforce or interpret this Agreement.


**DATED**, as of the day and year first above written.

**THE ANDERSONS**

  
Michael R. Anderson

  
Linda Anderson

**THE ZIMMERS**

  
David Zimmer

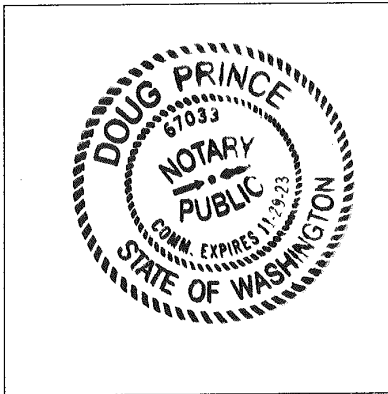
  
Karen Zimmer

Unofficial Copy

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me Michael R. Anderson and Linda Anderson, who acknowledged that they signed this instrument in their capacities as Owners of the Anderson Property, and acknowledged such instrument to be their free and voluntary act for the uses and purposes mentioned in this instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 26 day of September, 2022



*Unofficial Copy*

Doug Prince  
Printed Name: \_\_\_\_\_

[Signature]  
NOTARY PUBLIC in and for the State of Washington,  
Residing at: Seattle

My Commission Expires 11/29/23

STATE OF WASHINGTON  
COUNTY OF KING } ss.

On this day personally appeared before me David Zimmer and Karen Zimmer, who acknowledged that they signed this instrument in their capacities as Owners of the Zimmer Property, and acknowledged such instrument to be their free and voluntary act for the uses and purposes mentioned in this instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21<sup>st</sup> day of  
September, 2023



*Unofficial COPY*

Printed Name: Doug Prince

NOTARY PUBLIC in and for the State of Washington,  
Residing at: Seattle

My Commission Expires 11/29/23

**EXHIBIT A**  
**ANDERSON PROPERTY LEGAL DESCRIPTION**

LOT 12 AND THE SOUTH 20 FEET OF LOT 13, LAKE ISLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 19 OF PLATS, PAGE 35, RECORDS OF KING COUNTY, WASHINGTON; TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING.

**Unofficial Copy**

**EXHIBIT B**  
**ZIMMER PROPERTY LEGAL DESCRIPTION**

LOT 14 AND THE NORTH 30 FEET OF LOT 13, LAKE ISLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 19 OF PLATS, PAGE 35, RECORDS OF KING COUNTY, WASHINGTON; TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING.

*Unofficial Copy*

EXHIBIT C  
ANDERSON PROPERTY EASEMENT AREA

[ATTACHED]

Unofficial Copy



ACCESS EASEMENT DESCRIPTION

THAT PORTION OF LOT 12 AND LOT 13, EXCEPT THE NORTH 30 FEET OF SAID LOT 13, LAKE ISLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 19 OF PLATS, PAGE 35 RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF LOT 14 OF SAID LAKE ISLE, ALSO BEING THE WEST RIGHT OF WAY MARGIN OF FOREST AVENUE SOUTHEAST, THENCE SOUTH  $01^{\circ}04'47''$  WEST, ALONG SAID WEST RIGHT OF WAY MARGIN, A DISTANCE OF 107.03 TO TRUE POINT OF BEGINNING "A";

THENCE CONTINUING ALONG SAID LINE, SOUTH  $01^{\circ}04'47''$  WEST, A DISTANCE OF 24.65 FEET TO A NON TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 43.80 FEET AND A RADIAL BEARING TO THE CENTER WHICH BEARS NORTH  $50^{\circ}09'22''$  EAST;

THENCE DEPARTING SAID RIGHT OF WAY MARGIN AND NORTHWESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 16.99 FEET, THROUGH A CENTRAL ANGLE OF  $22^{\circ}13'46''$ ;

THENCE NORTH  $17^{\circ}36'52''$  WEST, A DISTANCE OF 39.31 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF SAID LOT 13, ALSO BEING A POINT KNOWN HEREINAFTER AS POINT "A";

THENCE SOUTH  $88^{\circ}23'06''$  EAST, ALONG SAID LINE, A DISTANCE OF 12.75 FEET;

THENCE DEPARTING SAID LINE, SOUTH  $15^{\circ}49'24''$  EAST, A DISTANCE OF 28.34 FEET TO TRUE POINT OF BEGINNING "A";

CONTAINING AN AREA OF 504 SQUARE FEET;

AND

COMMENCING AT AFOREMENTIONED POINT "A", THENCE ALONG THE SOUTH LINE OF THE NORTH 30 FEET OF SAID LOT 13, NORTH  $88^{\circ}23'06''$  WEST, A DISTANCE OF 122.31 FEET TO TRUE POINT OF BEGINNING "B";

THENCE DEPARTING SAID LINE, SOUTH  $35^{\circ}20'08''$  WEST, A DISTANCE OF 5.14 FEET TO A TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 34.60 FEET;

THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 72.89 FEET, THROUGH A CENTRAL ANGLE OF  $120^{\circ}42'37''$  TO SAID SOUTH LINE OF THE NORTH 30 FEET;

THENCE SOUTH  $88^{\circ}23'06''$  EAST, ALONG SAID LINE, 62.84 FEET TO TRUE POINT OF BEGINNING "B";

CONTAINING AN AREA OF 881 SQUARE FEET;

CONTAINING A COMBINED AREA OF 1,385 SQUARE FEET OR 0.0318 ACRES, MORE OF LESS;

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



KAREN ZIMMER  
4661 FOREST AVENUE SE  
TAYLOR R. SCHULTE, P.L.S. 44646  
BRH JOB NO. 2021093.02  
JUNE 15, 2022

BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
(206) 323-4144

EXHIBIT D  
ZIMMER PROPERTY EASEMENT AREA

[ATTACHED]

Unofficial Copy



ACCESS EASEMENT DESCRIPTION

THAT PORTION OF LOT 14 AND THE NORTH 30 FEET OF LOT 13, LAKE ISLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 19 OF PLATS, PAGE 35 RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 14 OF SAID LAKE ISLE, ALSO BEING THE WEST RIGHT OF WAY MARGIN OF FOREST AVENUE SOUTHEAST, THENCE SOUTH 01°04'47" WEST, ALONG SAID WEST RIGHT OF WAY MARGIN, A DISTANCE OF 24.99 TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID LINE, SOUTH 01°04'47" WEST, A DISTANCE OF 19.10 FEET;

THENCE DEPARTING SAID LINE, SOUTH 37°44'03" WEST, A DISTANCE OF 8.62 FEET TO A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 28.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 26.17 FEET, THROUGH A CENTRAL ANGLE OF 53°33'27";

THENCE SOUTH 15°49'24" EAST, A DISTANCE OF 4.24 FEET TO THE SOUTH LINE OF THE SAID NORTH 30 FEET OF SAID LOT 13;

THENCE NORTH 88°23'06" WEST, ALONG SAID LINE, A DISTANCE OF 49.77 FEET;

THENCE DEPARTING SAID LINE, NORTH 01°36'54" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 88°23'06" EAST, A DISTANCE OF 32.69 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 20.00 FEET AND A RADIAL BEARING TO THE CENTER WHICH BEARS NORTH 75°21'29" WEST;

THENCE NORTHERLY ALONG SAID CURVE, AN ARC LENGTH OF 19.02 FEET, THROUGH A CENTRAL ANGLE OF 54°28'56" TO A COMPOUND CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 118.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 22.36 FEET, THROUGH A CENTRAL ANGLE OF 10°51'32", TO A COMPOUND CURVE, CONCAVE TO THE SOUTH HAVING A RADIUS OF 59.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, AN ARC LENGTH OF 56.19 FEET, THROUGH A CENTRAL ANGLE OF 54°33'46" TO A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 35.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 27.08 FEET, THROUGH A CENTRAL ANGLE OF 44°19'59";

THENCE SOUTH 30°24'18" WEST, A DISTANCE OF 30.35 FEET;

THENCE SOUTH 32°57'51" WEST, A DISTANCE OF 17.03 FEET TO SAID SOUTH LINE OF NORTH 30 FEET;

THENCE ALONG SAID LINE, NORTH 88°23'06" WEST, A DISTANCE OF 15.24 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 20.00 FEET AND A RADIAL BEARING TO THE CENTER WHICH BEARS

NORTH 38°43'57" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 6.39 FEET, THROUGH A CENTRAL ANGLE OF 18°18'12";

THENCE NORTH 32°57'51" EAST, A DISTANCE OF 18.40 FEET;

THENCE NORTH 30°24'18" EAST, A DISTANCE OF 30.09 FEET TO A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 47.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC LENGTH OF 36.37 FEET, THROUGH A CENTRAL ANGLE OF 44°19'59" TO A COMPOUND CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 71.00 FEET;

THENCE EASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 73.40 FEET, THROUGH A CENTRAL ANGLE OF 59°13'46" TO REVERSE CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 30.00 FEET;

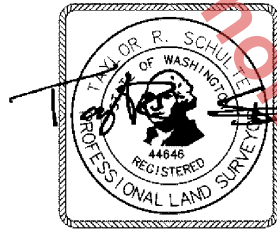
THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 3.25 FEET TO A COMPOUND CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 75.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 7.37 FEET, THROUGH A CENTRAL ANGLE OF 05°37'37" TO COMPOUND CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 18.00 FEET;

THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG SAID CURVE, AN ARC LENGTH OF 29.35 FEET, THROUGH A CENTRAL ANGLE OF 93°26'20" TO THE TRUE POINT OF BEGINNING;

CONTAINING AN AREA OF 3,413 SQUARE FEET OR 0.0784 ACRES, MORE OF LESS;

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



06/16/22

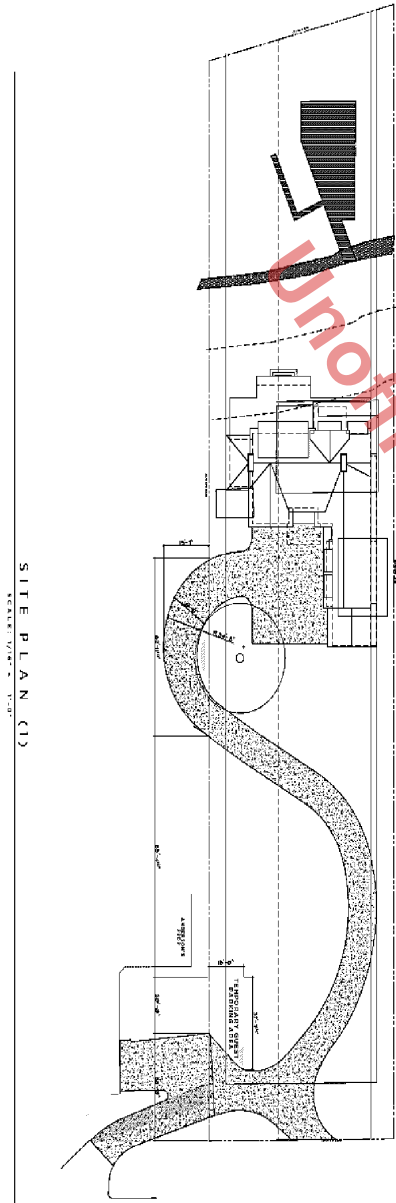
KAREN ZIMMER  
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TAYLOR R. SCHULTE, P.L.S. 44646  
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BUSH, ROED & HITCHINGS, INC.  
2009 MINOR AVENUE EAST  
SEATTLE, WA 98102  
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EXHIBIT E  
MAP SHOWING EXISTING AND NEW EASEMENT AREAS

[ATTACHED]

Unofficial Copy



11.2  
ZIMMERS

**MACRO SITE PLAN**  
DATE: 10/21/2022  
SCALE: 1/8" = 1'-0"

**ZIMMER RESIDENCE**  
4691 FOREST AVE SE MEDGER ISLAND, WA



**RIPPLE**  
DESIGN STUDIO  
206 3153333  
4300 STONE WAY N  
SEATTLE, WA 98103

- PLAN LEGEND:**
- EXISTING EXHIBENT TO BE REDRAWN
  - ZIMMERS GRANTING ANDERSONS
  - ANDERSONS GRANTING ZIMMERS