

Release & Grant of Easements,
Declaration of Protective Easements, and
Road Maintenance Agrmt Jul 3-57
Jun 14-57

4811436 *

nontxbl 264864

- betw Myrta E. Baker (fmrly Myrta E. Garrison) and
Delos H. Baker, nn (together hereafter called "Baker")
- & Harry L. Garrison and Dorothy T. Garrison, nw
(hereafter called "Garrison")
- & George P. Luckenbill, a widower (hereafter called
"Luckenbill")
- & Ann Garrison, a minor (hereafter called "Ann")
- & George L. Cook and Rebecca G. Cook, nw (hereafter called
"Cook")
- & Howard R. Miller and Jeanne E. Miller, nw
(hereafter called "Miller")
- & Donald R. Park and Grace C. Park, nw (hereafter called
"Park")
- & Sidney Svendsen and Virginia K. Svendsen, nw
(hereafter called "Svendsen")

Was, many easements and rights of way for ingress, egress,
and utility purp exist by previous grant, revn, and user,
over upon and under the flg deasbd ppty:

(Cont'd on 2) via

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Tnt pbr of Gov Lot 1 sec 19-24-5 swa kow,df:

Beg at the mndr cor on the Nly ln of sd sec 19; th S $89^{\circ}41'00''$ E alg sd Nly ln to the outer limits of shorelands of Lake Washington; th Sly alg sd outer limits of shorelands to a ln lyng 335 ft S of and pit the Nly bndry of sd sec 19; th N $89^{\circ}41'00''$ W alg sd pll ln to a pt when bears S $0^{\circ}11'00''$ W 335 ft fromsd mndr corner; th cntng N $89^{\circ}41'00''$ W 355 ft; th S $0^{\circ}11'00''$ W 80.00ft; th N $89^{\circ}41'00''$ W to the Ely ln of E Mercer Way; th Nly alg sd Ely ln to the Nly bndry of sd sec 19; th alg sd Nly bndry to the pob

hrnfr called "the Ppty";

Was Baker, Garrison and Luckenbill are the respective owners of the several parcels of land when together make up the ppty and

Was, Ann, Cook, Miller, Park & Svendsen are owners of parcels of land in

(Cont'd on 3) vis

Gov Lot 1 sec 19-24-5 own lyng Sly of the ppty and Nly of the S 810ft of sd Gov Lot 1 and betw E Mercer Way and Lake Washington and have esmts for roadway and utility purp over upon and under the ppty; and Whas, Baker, Garrison and Luckenbill each have esmt rights over the ppty of the other two persons; and Whas, it is to the mutual benefit of the owners of all ppty nin smentioned:

- (1) To rls present roadway and utility esmts not useful to them and
- (2) To estab as legal access and for utilities the existing roads and rights of way now being used for access and utility purp, and
- (3) To prov for relocation of water lines in the event of further construction and to define rights to water supply, and
- (4) To estab certain mutually protective ratns upon the uses of all of sd ppty, and
- (5) To provide for maint of sd esmts/~~the~~ granted; and
- (6) To make general prov for the scope and enforcement of this instr;

(Cont'd on 4) vls

(note: to be completed tomorrow)

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Now, Thfore, on this Jun 14~~8~~-57;

1 Release of Esmts:

Ann, Baker, Cook, Garrison, Luckenbill, Miller, Park, and Svendsen go and cy to Baker, Garrison and Luckenbill all int in every now existing esmt and/or right of way, wheresoever sit, for whatever purpose, and whether created by grant, implication, resvng, prescripyion, user, or otherwise, ever upon or under the ppty, incldg those esmts granted or reserved in insts recdd in kc under the followg desbd Auditor's recei ling No.s: 3687435, 3807637, 3829449, 3668726, 4478081, 4521557; and those esmts established by decree of distribution in kc Probate Cause No. 139459, being the Matter of the Estate of Alla Luckenbill, deceased; but not limiting the esmts released to sd esmts whch appear of rec; th intention hrof being to release all rights to esmts ever upon or under the ppty, whether or not of rec, and not by this par to create new esmts

2. Grant of Esmts:

Baker, Garrison and Luckenbill hrby grant and cy ints in the ppty as fls:

(a) To Ann, Baker, Cook, Garrison, Luckenbill, Park and

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Svensden esmt for roadway and utility purposes over upon and under the followg desbd ppty:

A strip of land 25 ft in width, 15 ft of such width being on the E side and 10 ft on the W side of a land: Commencing at the meander cor on the N ln of sd sec 19; th S $0^{\circ}11'00''$ W 335.00 ft; th N $89^{\circ}41'00''$ W alg a ln plt th N ln of sd Governmt Lot 1 for a distance of 195.00 ft to the tpob; th N $0^{\circ}11'00''$ E 42.20 ft; and from sd pt sd esmt is 25 ft wide, being 12.50 ft on each side of a center line brg N $35^{\circ}46'27''$ W 154.56 ft to a pt hereinafter to be referred to a pt "B"; th N $83^{\circ}50'00''$ W 85.00 ft; th N $70^{\circ}39'01''$ W 267.25 ft to a concrete monument; th N $83^{\circ}20'41''$ W 170.56 ft to a pt of curvature to the left of radius 60.00 ft; th alg the arc of sd curve a distance of 82.20 ft to a pt of tangency; th S $18^{\circ}09'44''$ W 107.00 ft, mrl, to an intersec with the centerline of Mercer Island Boulevard, condemned in the Superior Court Cause No. 101786, and the terminus of sd esmt; MC that por thref lying within the r/w of the Mercer Island Boulevard

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(b) To Baker and Garrison esmt for roadway and utility purposes over upon and under the following described property:

A strip of land 25 ft in width 12.5 ft being on each side of the following described centerline:

Commencing at the meander corner on the N 1/4 of sd sec 19; th N 89°41'00" W along the N 1/4 of sd sec 19 for a distance of 67.80 ft to a concrete monument; th S 0°11'00" W 150.00 ft to a concrete monument; th N 83°50'00" W 20.00 ft; th S 0°11'00" W 12.57 ft to the top; th N 83°50'00" W 220.8999 ft to point heretofore referred to as point "B" in esmt "a" above described;

EXC that portion thereof lying within sd esmt "a" above described

(c) To Luckenbill and Miller esmt for roadway and utility purposes over upon and under the following described property:

A strip of land 20 ft in width, 10 ft being on each side of the following described centerline:

Commencing at the Meander Corner on the N 1/4 of sd sec 19; th S 0°11'00" W 335.00 ft; th N 89°41'00" W along a line to the

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N 1/4 of sec 19 for a distance of 355.00 ft; th S 0°11'00"
W 80.00 ft; th N 89°41'00" W 161.43 ft, th S 42°12'10"
th W 89°41'00" W 161.43 ft; th S 42°12'10" E 9.17 ft to the
tpob; th N 42°12'10" W 188.22 ft; th S 83°51'05" W 110.14
ft; th N 80°42'40" W to the centerline of Mercer Island
Boulevard, condemned in kc Superior Court Cause No. 101786;

EXC that por thref lying within the right of way of the Mercer
Island Boulevard

(d) to Ann, Baker, Cook, G^Arrisen, Luckenbill and Park
esmt for roadway and utility purposes over upon and under
the followg desbd ppty:

A strip of land 25 ft in width, the S 1/4 in of sd strip
being daf:

Commencing at the meander cor on the N 1/4 in of sd sec 19;
th S 0°11'00" W 335.00 ft; th N 89°41'00" W 180.00
ft to the tpob; th S 89°41'00" E 317.00 ft to the
terminum of sd esmt

(e) to Luckenbill and esmt for walkway and utility purposes
over upon and under the followg desbd ppty:

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A strip of land being 10 ft in width for those portions thereof in an E-W direction and 15 ft in width for that portion thereof in a N-S direction, the S and E lines of which are as follows:

Commencing at the Meander Cor on the N ln of sd sec 19; th S ~~xx~~ $0^{\circ}11'00''$ W 335.00 ft; th N $89^{\circ}41'00''$ W 205.00 ft to the top; th ~~xxxxxxx~~ continuing N $89^{\circ}41'00''$ W alg the S ln of sd esmt 150.00 ft to an angle pt hereinafter to be referred to as pt "A", th continuing N $89^{\circ}41'00''$ W 15.00 ft to a pt on the W ln of sd esmt; th from sd pt "A" S $0^{\circ}11'00''$ W alg the E ln of sd esmt, 80.00 ft to an angle pt; th N $89^{\circ}41'00''$ W alg the S ln of sd esmt 161.43 ft to a pt on the S ln of esmt hitherto referred to as Esmt "C" above described;

exc that per thereof lying within sd esmt "C" above described.

(f) To Garrison, esmt for roadway and utility purposes over, upon and under the following-described ppty:

A strip of land 20 ft in width more particularly as follows:
Commencing at the Meander Cor on the N ln of sd sec 19;
th N $89^{\circ}41'00''$ W alg the N ln of sd sec 19 for a distance

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of 67.80 ft to a concrete monument; th S 0°11'00" W 150.00 ft to a concrete monument; th N 83°50'00" W 20.00 ft to the tpo; th continuing N 83°50'00" W 21.44 ft; th N 27°18'11" E 163.59 ft to the N ~~xxxxxxx~~ in of sd sec 19; th S 89°41'00" E alg the N ln of sd sec 19 for a distance of 34.44 ft to the Meander Corner Stone Monument on the N ln of sd sec 19; th continuing S 89°41'00" E alg sd sec 19 198.00 ft; th S 0°11'00" W 20.00 ft; th N 89°41'00" W 220.23 ft; th S 27°18'11" W 143.60 ft to the tpo

3. Water Supply:

Baker an dGarrison hrbygrant unto Ann, Baker, Cook, Garrison, Luckenbill, Miller, Park andSvendsen, and their successors-in-int intheptyandappurtenant parcels, a license to take water from an existing private water supply sufficient only for domestic needs of one single family residence for each of such licensees (exc 6 for Baker, 5 for Garrison, 4 for Luckenbill, and 3 for Svendsen) whch license shall terminate automatically at the expiration of 5 mo afr availability of public water supply to the above desbdpty Ne more than 24 such residences shall share in sd water supply Each of such licensees agree to pay a rsnbl sum ferthe upkeep of sd private water supply for such time

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as they may use it. Licensors make no representations or guarantees of any kind as to the quantity or quality of the private water so furnished. Any owner of any part of the property herein described who shall at any time during the life of his license interfere with any water supply in located thereupon, shall immediately restore said line, by relocation if necessary, so that the water supply of no party hereto, or anyone otherwise affected, shall be interrupted to any greater extent than absolutely necessary. All parties hereto hereby release licensors from any and all other obligations in connection with said water supply.

4. Protective Restrictions:

Baker, Garrison and Luckenbill do hereby declare the following protective restrictions, covenants and reservations as established pertaining to all of the ~~property~~ property:

(a) Any dwelling or structure erected or placed anywhere thereon shall be completed as to external appearance, including finish painting ~~within~~ within 12 months from date of commencement of construction.

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(b) No residential structure shall be erected, placed kept or maintained on any parcel of the ppty which parcel shall consist of less than 14,000 square ft in area, prov that any owner may reside in the existing residence on such parcel while a new residence is under construction, in which event such owner shall demolish such existing residence within 6 mo aftr completion of new residence

(c) No business or commercial enter prises shall be conducted enor from the premises at any time

(d) No unnoxious or offensive activity, matter or beng shall be permitted or kept upon any part of the ppty, nor shall anything be permitted or kep thron which may be or become an annoyance or nuisance to the neighborhood

(e) Each and all parcels of ~~the~~ the ppty shall be kept clear of growth that may become objectionable to owners of other parcels throf

(f) No fence, hedge or wall sit anywhere on the ppty shall be higher than 6 ft above the finished ground surface

(g) No part of any bldg constructed upon any part of the ppty shall be constructed, kept or maintained, any part

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of which is higher than 18 ft above the finished ground surface

(h) Accumulation of rubbish or garbage shall not be permitted on any parcel of the ppty

(i) No live poultry or animals than the usual domestic pets in rsnb1 number shall be permitted on any parcel of the ppty at any time

(J) These covenants shall run with the land and shall be binding on the undersigned and all persons claiming under them until Jan 1-1998 at which time sd covenants shall be automatically extended for a period of 20 years unless at any time the then owners of the majority of the ppty shall execute and cause to be recdd with the Auditor of kc notice of termination of these rstns, upon be recordg of which these rstns shall terminate and thenceforth be of no further force or effect

5. Road Maintenance agrmt:
The undersigned, as to those esmts herein granted to them or any of them, shall be jointly responsible for, and shall share equitably the cost of, maintenance of each of sd esmts, jointly with the other owners who are likewise dominant

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tenants of such esmt No partyhrto shall be responsibel or liable for the upkeep or maintenance of any esmt fef whch he is not a dominant tenant

6. Scope and Enforcement:

(a) If at any time any person or persons shall violate or attempt to violate any provision hereof, the owner of any parcel of the ppty may institute in the Superior Court for kc an action against the person or persons violating or attempting to violate any such provisions, either to prevent him or them from so doing, or to recover damages for such violation or both

(b) In any action brought to enforce this agrmt or for damages for breach thereof, the defendant or defendants, unless judgment be entirely in favor of defendants, shall be obligated to pay a rsnbl sum wffer plaintiff's attorney's fees in such action, in addnto mdamages, if any, and costs and disbursements therein

(c) None of the undersigned shall be obligated in any way to enforce any of the terms of this agrmt All insts of

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conveyance executed by the undersigned with respect to any parcel of the ppty shall be deemed subjto the covenants as herein set forth, and none of the undersigned shall be or become liable for breach of said covenants by any other than himself

(d) Every person who by D becomes a grantee to any of the ppty or who by contract agrees to purchase or lease any of the ppty shall be deemed to have made and accepted such D, contract or lease, subjto all restns, conds, covenants, and rsvns herein stated; and their respective heirs, executors, administrators, representatives, successors, and assignees shall be bound by all of the provisions of this inst to the full and same extent as the original grantee, purchaser or lessee

(e) The provisions of this agrmt may be waived partly or entirely, temporarily or permanently, by the written consent of the owners of three-fourths or more of the ppty herein described

(f) The invalidation of any one of the provisions hereof by judgment or court order shall in no wise affect any of the

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other provisions, which shall be and remain in full force and effect.

sig ok

xcn ok Jun 14-57 by Harry L. Garrison, individually and a/f for George P. Luckenbill and as guardian of the estate of Ann Garrison, a minor,

County of Idaho State of Idaho on Jun 22-57 by Myrta E. Baker (formerly Myrta E. Garrison) and Deles W. Baker, hh bef D. G. Eimers nper Idaho res at Grangeville (ns) comm exp on

Mite Mac Donald Haagee & Bayleer, New World Life Bldg, City, Wn

Fid by Stce----

Wpt