

Return Address:

City of Mercer Island Attn: City Attorney
9611 SE 36th Street
Mercer Island, WA 98040



EXCISE TAX NOT REQUIRED
King County Records Division
BY: Jeremiah Johnson, Deputy
Jeremiah Johnson

STORM DRAINAGE EASEMENT

Grantor: COVENANT RETIREMENT COMMUNITIES WEST
Grantee: CITY OF MERCER ISLAND
Property Legal Description: Lots 24 and 25, Sunnybank, Vol. 29 of Plats, pg. 31 and Portion of Gov't Lot 4, Section 7, T24N, R5E WM; see Exhibit A for full legal description
Easement Legal Description: Same as above; see Exhibit B for full legal description
Depiction of Easement Exhibit C
Assessor's Tax Parcel ID# 072405-9016-03

For and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, COVENANT RETIREMENT COMMUNITIES WEST, a California Not For Profit Corporation authorized to do business in the State of Washington as COVENANT SHORES (the "Grantor") does hereby grant and convey to the CITY OF MERCER ISLAND, a Washington municipal Corporation (the "Grantee") for the purposes hereinafter set forth a perpetual, permanent non-exclusive easement ("Easement") under, across and over the real property described at Exhibit "B" (the "Easement Property") located in King County, Washington.

See Exhibit "A" attached for Legal Description of Grantor's Property
See Exhibit "B" attached for Legal Description of Easement Property
See Exhibit "C" attached for Depiction of Easement Property

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the property described in Exhibit "B" as the Easement Property.

1. Purpose. Grantee shall have the right to inspect, design, construct, reconstruct, operate, maintain, repair, replace and enlarge all underground storm water drainage facilities under the Easement Property together with all necessary or convenient appurtenances therefore

("Facilities"). Following the initial construction of its Facilities, Grantee may from time to time construct such additional underground facilities as it may require on the Easement Property. 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 Property within a reasonable period of time after commencing such work.

2. Access. Grantee shall have the right of reasonable access to the Easement Property over and across the Grantor's Property to enable Grantee to exercise its rights hereunder, provided that said access does not materially interfere with Grantor's use of the Grantor's Property.

3. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, bushes, or other obstructions within the Easement Property 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 Property to a condition similar to its condition prior to such work. In the event a paved portion of the Easement Property is removed, the restoration by the Grantee shall be limited to patching the disturbed paved area only. Following the construction and installation of Grantee's Facilities, Grantor may undertake any ordinary improvements to the landscaping of the Easement Property, provided that all trees or other plants placed thereon shall not interfere with the Grantee's use of the Easement Property. Grantee shall not be responsible for cost of replacement of any trees it removes according to this paragraph unless replacement of said trees is required by Grantee's ordinances.

4. Grantor's Use of the Easement Property. Grantor reserves the right to use the Easement Property for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Easement Property which would interfere with the exercise of the rights herein granted, except Grantor shall have the right to construct permanent paved roadways and surfaces such as parking areas, walkways and the right to construct landscaping features on the Easement Property; and further provided that no digging, tunneling or other form of construction activity shall be done on the Easement Property which would disturb the compaction or unearth Grantee's facilities on the Easement Property, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Easement Property. The existing encroachments of the Voyager Building as shown on Exhibit "C" shall be permitted and all other existing encroachments on to the Easement Property shall be permitted.

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. Grantee agrees to indemnify and hold Grantor, its officers, employees and agents 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 Grantee or Grantee's agents or invitees within or with respect to the Easement.

6. Successors and Assigns. The rights and obligations of the parties shall run with the land and shall inure to the benefit of and be binding upon their respective successors and assigns.

7. In the event Grantor's development plans in the future require a permanent building structure over the Easement Property, Grantor and Grantee agree to re-locate the easement at Grantor's expense as reasonable without diminishing Grantee's needs.

DATED THIS 3rd day of November, 2005

GRANTOR:
COVENANT RETIRMENT COMMUNITIES WEST

By: Rick K. Fisk

Its: President

GRANTEE:
CITY OF MERCER ISLAND

By: Richard M. Conrad

Its: City Manager

State of Illinois)
)ss.
County of Cook)

ON this day personally appeared before me Rick K. Fisk, to me known to be the - President of Covenant Retirement Communities, West, the corporation that executed the forgoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this 3rd day of November, 2005

Kathleen A Jenkins
Printed name: Kathleen A. Jenkins
Notary Public
My commission expires: 6-23-06



State of Washington)
)ss.
County of King)

ON this day personally appeared before me Richard M. Conrad, to me known to be the City Manager of The City of Mercer Island, the municipal corporation that executed the forgoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

GIVEN my hand and official seal this 23rd day of November, 2005

Eileen Robinson
Printed Name: Eileen Robinson
Notary Public in and for the State of Washington
My commission expires: 1-29-06

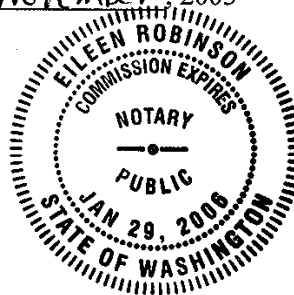


EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

The following described real estate in the County of King, State of Washington:

PARCEL 4:

Lots 24 And 25, SUNNYBANK, According To The Plat Thereof, Recorded In Volume 29 Of Plats, Page(s) 31, In King County, Washington; And Portion Of Government-Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, In King County, Washington, And Being More Particularly Described As Follows:

BEGINNING AT The Most Westerly Corner Of Said Lot 24; Thence Along The Northwesternerly Line Of Said Lot 24 North $41^{\circ}23'31''$ East 252.93 Feet To Lake Washington; Thence Along Lake Washington Along The Following Courses:

South $32^{\circ}08'00''$ East 66.66 Feet;

South $40^{\circ}43'00''$ East 107.71 Feet;

South $56^{\circ}26'00''$ East 45.05 Feet;

Thence Leaving Lake Washington Along The Following Courses:

South $33^{\circ}34'00''$ West 87.05 Feet;

South $19^{\circ}00'00''$ East 220.00 Feet;

Thence South $50^{\circ}00'00''$ East 360.00 Feet;

North $89^{\circ}58'48''$ East 53.35 Feet; From A Tangent That Bears South $14^{\circ}33'17''$ East Along The Arc Of A Curve To The Right Having A Radius Of 739.00 Feet And A Central Angle Of $14^{\circ}32'05''$, An Arc Length Of 187.47 Feet; Tangent To The Preceding Curve South $0^{\circ}01'12''$ East 152.00 Feet; Tangent To The Preceding Course Along The Arc Of A Curve To The Right Having A Radius Of 309.00 Feet And A Central Angle Of $31^{\circ}00'47''$, An Arc Length Of 167.26 Feet; And Tangent To The Preceding Curve South $30^{\circ}59'35''$ West 25.47 Feet To The Northerly Margin Of North Mercer Way; Thence Northwesternerly Along Said Margin The Following Courses:

North $59^{\circ}00'25''$ West 225.35 Feet; Tangent To The Preceding Course Along The Arc Of A Curve To The Right Having A Radius Of 543.14 Feet And A Central Angle Of $40^{\circ}19'00''$, An Arc Length Of 382.19 Feet; Tangent To The Preceding Curve North $18^{\circ}41'25''$ West 629.29 Feet To The Point Of Beginning;

TOGETHER WITH Second Class Shore Lands Adjoining The Above Described Parcel; Except That Portion Condemned In King County Superior Court Cause Number 79-2-03200-0 For SR 90.

PARCEL 5:

THAT PORTION OF Government Lot 4, Section 7, Township 24 North, Range 5 East, Willamette Meridian, In King County, Washington, And Being More Particularly Described As Follows:

COMMENCING AT A Point On The South Line Of Said Government Lot 4, Distant North $89^{\circ}56'52''$ West 826 Feet From The Southeast Corner Of Said Lot;

Thence North $0^{\circ}01'12''$ West 1,184.28 Feet To The True Point Of Beginning Of The Parcel To Be Described Herein;

Thence From Said True Point Of Beginning South $89^{\circ}58'48''$ West 130.00 Feet;

Thence North $50^{\circ}00'00''$ West 360.00 Feet;

Thence North 19°00'00" West 220.00 Feet;

Thence North 33°34'00" East 87.05 Feet To Lake Washington;

Thence Along Lake Washington The Following Courses:

South 56°26'00" East 55.03 Feet;

South 52°10'00" East 100.65 Feet;

South 67°33'00" East 111.66 Feet;

North 87°36'00" East 100.60 Feet; And

South 75°16'00" East 103.49 Feet;

Thence Leaving Lake Washington South 0°01'12" East 355.00 Feet To The True Point of Beginning;

TOGETHER WITH Second Class Shorelands Adjoining.

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EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY

SAID PUBLIC STORM DRAINAGE EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID PARCEL 4 AS DESCRIBED ON EXHIBIT "A";

THENCE SOUTH 17°27'38" EAST ALONG SAID NORTHERLY MARGIN OF NORTH MERCER WAY A DISTANCE OF 629.29 FEET;

THENCE SOUTHEASTERLY FOLLOWING THE NORTHERLY MARGIN OF NORTH MERCER WAY ALONG THE ARC OF A 543.49-FOOT RADIUS TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°19'55", AN ARC DISTANCE OF 173.89 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 52°10'38" EAST, LEAVING THE NORTHERLY MARGIN OF NORTH MERCER WAY, A DISTANCE OF 93.48 FEET;

THENCE ALONG THE ARC OF A 310.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 06°46'41", AN ARC DISTANCE OF 36.67 FEET;

THENCE NORTH 58°57'19" EAST A DISTANCE OF 54.81 FEET;

THENCE NORTH 14°17'02" EAST A DISTANCE OF 96.35 FEET;

THENCE NORTH 64°21'36" EAST A DISTANCE OF 77.51 FEET;

THENCE NORTH 11°03'22" EAST A DISTANCE OF 104.01 FEET;

THENCE NORTH 20°51'02" WEST A DISTANCE OF 118.64 FEET;

THENCE NORTH 10°47'56" EAST, A DISTANCE OF 197.52 FEET MORE OR LESS TO THE NORTH LINE OF PARCEL 5 AS DESCRIBED ON EXHIBIT "A";

THENCE SOUTH 66°19'13" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 11.76 FEET;

THENCE NORTH 88°49'47" EAST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 8.73 FEET;

THENCE SOUTH 10°47'56" WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 191.05 FEET;

THENCE SOUTH 20°51'02" EAST A DISTANCE OF 77.07 FEET;

THENCE NORTH 11°03'22" EAST, A DISTANCE OF 265.48 FEET, MORE OR LESS, TO SAID NORTH LINE;

THENCE NORTH 88°49'47" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.46 FEET;

THENCE SOUTH 11°03'22" WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 301.94 FEET;

THENCE SOUTH 20°51'02" EAST A DISTANCE OF 39.60 FEET;

THENCE SOUTH 07°08'26" WEST A DISTANCE OF 149.88 FEET;

THENCE NORTH 75°07'04" WEST A DISTANCE OF 87.49 FEET;

THENCE SOUTH 14°17'02" WEST A DISTANCE OF 62.74 FEET;

THENCE SOUTH 51°48'56" EAST A DISTANCE OF 61.43 FEET;

THENCE SOUTH 12°44'51" WEST A DISTANCE OF 83.60 FEET;

THENCE SOUTH 29°45'05" WEST A DISTANCE OF 125.48 FEET;

THENCE SOUTH 47°37'47" EAST, A DISTANCE OF 132.04 FEET, MORE OR LESS TO THE NORTHERLY MARGIN OF NORTH MERCER WAY;

THENCE NORTH 57°46'38" WEST, ALONG SAID NORTHERLY MARGIN, A DISTANCE OF 110.55 FEET;

THENCE NORTHWESTERLY FOLLOWING SAID NORTHERLY MARGIN ALONG THE ARC OF A 543.49-FOOT RADIUS TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04°03'45", AN ARC DISTANCE OF 38.54 FEET;

THENCE NORTH 29°45'05" EAST, LEAVING SAID NORTHERLY MARGIN, A DISTANCE OF 143.54 FEET;

THENCE NORTH 12°44'51" EAST A DISTANCE OF 67.98 FEET;

THENCE NORTH 51°48'56" WEST A DISTANCE OF 41.26 FEET;

THENCE SOUTH 58°57'19" WEST A DISTANCE OF 68.41 FEET;

THENCE ALONG THE ARC OF A 290.00-FOOT RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°46'41", AN ARC DISTANCE OF 34.31 FEET;

THENCE SOUTH 52°10'38" WEST, A DISTANCE OF 93.83 FEET, MORE OR LESS TO SAID NORTHERLY MARGIN;

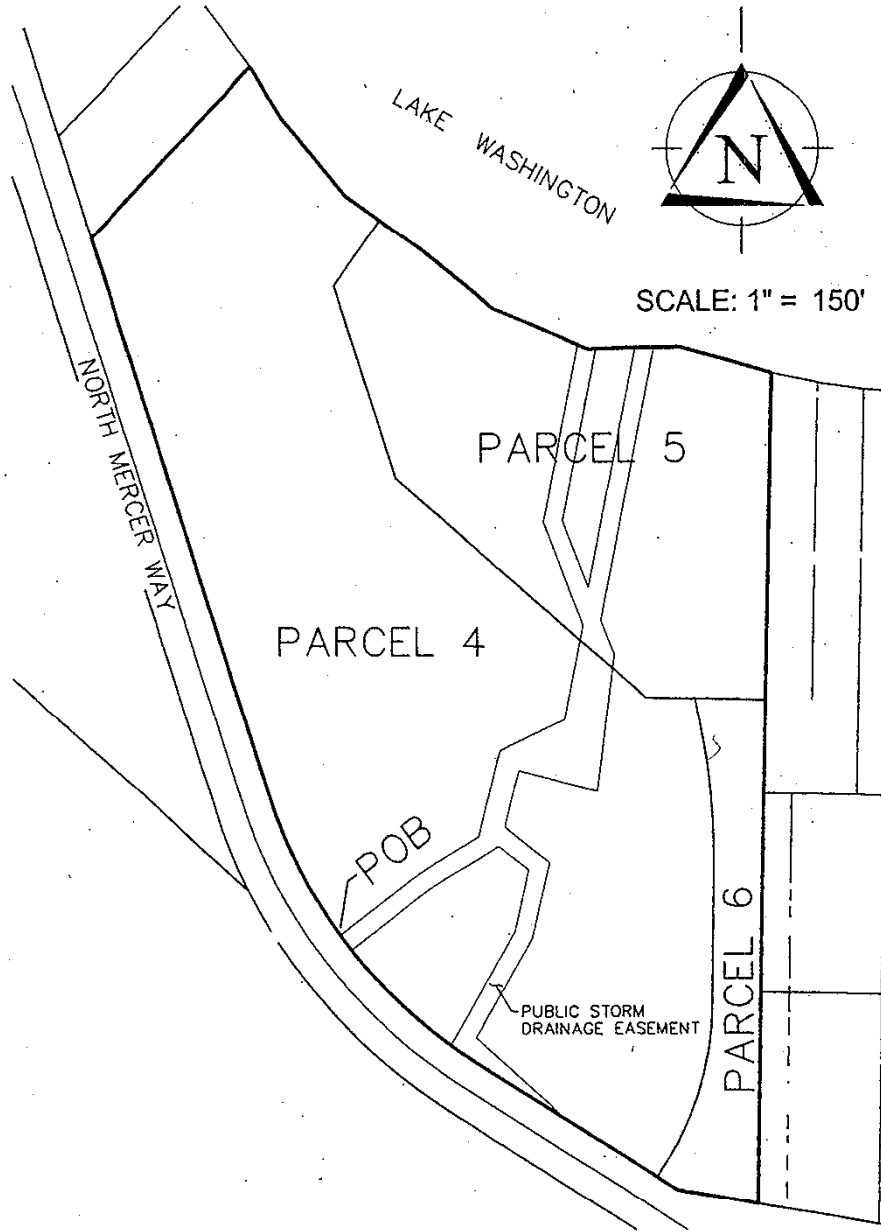
THENCE NORTHWESTERLY FOLLOWING SAID NORTHERLY MARGIN, ALONG THE ARC OF A CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 52°05'55" EAST A DISTANCE OF 543.49 FEET, THROUGH A CENTRAL ANGLE OF 02°06'32", AN ARC DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

WRITTEN: RVJ
CHECKED: REW



COVENANT SHORES
PUBLIC STORM DRAINAGE EASEMENT

TRIAD JOB # 03-136
03/07/ 2005



THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

EXHIBIT C
DEPICTION OF EASEMENT PROPERTY

