

SEWER CONNECTION AND MAINTENANCE AGREEMENT

SEWER CONNECTION AND MAINTENANCE AGREEMENT dated this ___ day of May, 2025, by and between John C. Stivelman Revocable Trust (“Stivelman”) and MI Treehouse, LLC, a Washington limited liability company (“Summers”).

1. Properties. Stivelman owns improved real property legally described as LOT B OF CITY OF MERCER ISLAND SHORT PLAT NO. MI-77-1-010, AS RECORDED MARCH 31, 1977 UNDER KING COUNTY RECORDING NO. 7703310851 (Lot “B”). Summers owns adjoining real property legally described as LOT A OF CITY OF MERCER ISLAND SHORT PLAT NO. MI-77-1-010, AS RECORDED MARCH 31, 1977 UNDER KING COUNTY RECORDING NO. 7703310851 (Lot “A”). Stivelman’s property is currently served by an existing 6” diameter side-sewer line which connects to the City of Mercer Island’s sewer system (the “City System”) located in the west side of East Mercer Way, Mercer Island, Washington.

2. Shared Sewer Line. Summers is engaged in the process of building a residence on Lot A. Summers desires and intends to connect the side-sewer serving Lot A (the “Lot A Line”) to the existing sewer line serving Lot B (the “Lot B Line”) through a WYE-connection located in the right-of-way for East Mercer Way which will then connect to the City System. That portion of the Lot B Line that connects to the WYE-connection, the WYE-connection, and then to the City System will be a shared line for Lot A and Lot B (the “Shared line”). The Shared Line, will extend approximately 20’ to the City System. The Shared Line, the Lot B Line, and the Lot A Line are shown on the plan attached hereto as Exhibit “1.”

3. Connection Consent and Approval. Stivelman consents to and approves the sewer connection depicted in Exhibit 1, which shall be completed by a qualified contractor at Summers’ exclusive cost and expense and inspected by the City of Mercer Island (the “City”) before the connection is covered. All fees, costs, and expenses for plan submittals, processing, and approval shall be born exclusively by Summers. Thereafter, Shared Line which will be used to jointly convey wastewater from Lot A and Lot B to the City System.

4. Maintenance, Service and Repair.

- a. Summers and Stivelman agree that, in the event any back-up, blockage or any other problem develops relating to to the Lot A Line, the Lot B Line, or the Shared Line, they shall in good faith jointly cooperate to identify the source of the problem and the most cost-effective solution to remedy itand and shall share equally in the the costs of assessing the cause of the problem and determining appropriate corrective measures..
- b. If any problem requires repairs to the Shared Line, the Lot A Line, and/or the WYE-connection joining them, Summers and the owners of Lot A shall have the exclusive responsibility to repair, service and maintain.

- c. If any problem requires repairs to the Lot B Line up to the point of the WYE-connection, be Stivelman and the owners of Lot B shall have the exclusive responsibility to repair, service and maintain.

5. General Provisions. This Agreement shall be binding upon and inure to the benefit of Stivelman and Summers and their respective heirs, successors, administrators and assigns. This Agreement shall be recorded as a covenant running with the land. This Agreement can be amended, modified or superseded only through a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date above first written.

JOHN C. STIVELMAN REVOCABLE TRUST MI TREEHOUSE, LLC

By: _____ By: _____
Its: _____ Its: _____

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that **John C. Stivelman, M.D.** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **Trustee of John C. Stivelman Revocable Trust** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of May, 2025.

Notary Public in and for the State of Washington
Residing in _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that **Alison P. Summers** is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the **Managing Member of MI Treehouse, LLC** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of May, 2025.

Notary Public in and for the State of Washington
Residing in _____
My commission expires _____