

When Recorded, Return to:  
Vann Lanz  
8015 SE 60<sup>th</sup> St  
Mercer Island, WA 98040

**UTILITY EASEMENT**

GRANTOR: Mercer Partners LLC  
GRANTEE: BV Homes LLC  
LEGAL DESCRIPTION: Lots 4, 5, 6, Block 19, EAST SEATTLE, according to the plat thereof recorded in Volume 3 of Plats, page 22, records of King County, Washington  
TAX ACCOUNT NOS. 2174503230 AND 2174503231

**GRANTORS' PROPERTY:**

PARCEL A (King County Assessor Parcel # 2174503230), 2740 61st Avenue SE, Mercer Island, WA 98040 described as:

Lots 4, 5, 6, 32 and 33, Block 19, EAST SEATTLE, according to the plat thereof recorded in Volume 3 of Plats, page 22, records of King County, Washington.

SITUATE in the County of King, State of Washington

**GRANTEES' PROPERTY:**

PARCEL B (King County Assessor Parcel # 2174503231) described as:

The land referred to is situated in the County of King, City of Mercer Island, State of Washington, and is described as follows:

Lots 32 and 33, Block 19, EAST SEATTLE, according to the plat thereof recorded in Volume 3 of Plats, page 22, records of King County, Washington.

SITUATE in the County of King, State of Washington

**WITNESSETH:**

That Grantor, Mercer Partners LLC, for and in consideration of TEN DOLLARS (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, hereby convey to the Grantees, BV Homes LLC, its successor and/or assigns, the right, privilege and authority to have access for installation and use and maintenance of utilities to include but not limited to gas, water, sewer, electric, storm drainage through a portion of the real property legally described above and commonly known as 5616 80<sup>TH</sup> Avenue SE, Mercer Island, WA 98040 (King County Assessor Parcel # 2174503230), said easement is legally described as follows:

THE SOUTH 10 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND;

Lots 4, 5, 6, 32 and 33, Block 19, EAST SEATTLE, according to the plat thereof recorded in Volume 3 of Plats, page 22, records of King County, Washington.

SITUATE in the County of King, State of Washington

Grantors shall not erect any structure over or within the Easement Area legally described above.

Grantees shall have the right, without prior notice to Grantors, to install, repair, reconstruct, operate and/or maintain Grantees' facilities within said easement, and to enter upon said real property without incurring any legal obligation or liability.

The Grantees agree that any existing improvements on said real property that may be disturbed or destroyed by Grantees' facilities or activities related to such facilities, will be replaced, repaired, or otherwise restored as reasonably practicable, to the pre-event condition by and at Grantees' expense.

The parties intend and agree on behalf of themselves and on behalf of their heirs, successors and assigns that this Agreement shall be a covenant running with the land and shall be binding upon all parties and their heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants.

**GRANTOR**

**GRANTEE**

\_\_\_\_\_  
Mercer Partners, LLC  
By: Vann Lanz, Managing Member

\_\_\_\_\_  
BV Homes, LLC  
By: Vann Lanz, Managing Member

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me Vann Lanz who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument of said company.

SUBSCRIBED AND SWORN TO before me  
This \_\_\_\_day of December 2024

Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me Vann Lanz who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument of said company.

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This \_\_\_\_day of December 2024

Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_