

Return Address:

GORDON THOMAS HONEYWELL LLP
ATTN: Vicki E. Orrico
P.O. Box 1157
Tacoma, WA 98401

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s):	RESERVATION AND GRANT OF SHARED DRIVEWAY AND UTILITY EASEMENT
Grantors(s):	GILL INVESTMENT COMPANY LLC
Grantee(s):	GILL INVESTMENT COMPANY LLC
Full Legal Description:	PORTION OF THE NW 1/4 OF THE NE 1/4 SECTION 30, T24N, R5E, W.M., KING COUNTY, WA
Assessor's Property Tax Parcel/Account #:	302405-9001, 302405-9043, and 302405-9151

RESERVATION AND GRANT OF SHARED DRIVEWAY AND UTILITY EASEMENT

This Reservation And Grant Of Shared Driveway And Utility Easement (this "Easement") is made this 28th day of July, 2025 (the "Effective Date"), by GILL INVESTMENT COMPANY LLC, a Washington limited liability company ("Gill").

Recitals

- A. Gill is the owner of that certain real property known as King County Tax Lot Numbers 302405-9001, 302405-9043, and 302405-9151 and legally described in **Exhibit A** attached hereto and incorporated by reference herein (collectively, the "Lots").
- B. Gill wishes to reserve and grant this Easement for the mutual benefit of the Lots for ingress, egress, and utilities over, through, across, under and upon that portion of the Lots as legally described in **Exhibit B** and depicted in **Exhibit C** attached hereto and incorporated by reference herein ("Easement Area"), which Easement will become effective upon transfer of the first of the Lots to be transferred.

NOW, THEREFORE, the undersigned hereby covenants, agrees, and declares that the Lots shall be, held, sold, and conveyed subject to and burdened by the following covenants, conditions, and restrictions and, accordingly, upon conveyance of a Lot, the Lots shall be, granted an easement for ingress, egress, and utilities subject to the following covenants, conditions, and restrictions:

EASEMENT

1. Incorporation of Recitals. The representations in the foregoing recitals are true and correct and are incorporated herein by this reference, as if set forth in their entirety.

2. Reservation/Grant of Easement.

a. Gill, on behalf of itself and its successors and assigns, as owner of the Lots, hereby reserves to the Lots, effective upon conveyance of the first of the Lots to be transferred, a perpetual non-exclusive easement for the beneficial use of the Lots for the purpose of ingress, egress and utilities over, through, across, under and upon the "Easement Area".

b. This reservation is also intended to and shall be deemed to be a grant by Gill, on behalf of itself and its successors and assigns, as owner of the Lots, effective upon conveyance of the first of the Lots to be transferred, of a perpetual non-exclusive easement for the purpose of ingress, egress and utilities over, through, across, under and upon the Easement Area for the beneficial use of the Lots.

3. Use by the Lots. The owners of the Lots reserve all rights as to that portion of the Easement Area owned by such Lot owner not expressly granted or inconsistent with the rights conveyed herein, provided that such use does not interfere with the easement rights granted in this Easement.

4. No Blocking. No Lot owner may park in or block any portion of the Easement Area in any manner which prevents or interferes with use of the Easement Area for ingress and egress to either of the Lots. The owners of the Lots shall take reasonable steps to assure that their family members, agents, guests, and invitees comply with this no interference rule.

5. Responsibility for Maintenance of Easement Area. Each Lot owner shall bear an equal share of the cost of maintenance and repair of the Easement Area. The Easement Area shall generally be maintained in such a way as to provide reasonably continual access to the Properties. The Easement Area shall at all times be maintained in good repair.

6. Damage to Easement Area. If a Lot owner, or its guest, invitee, agent or contractor, should damage the Easement Area, the owner of such Lot shall restore the Easement Area, at such Lot owner's sole cost, to its pre-existing condition.

7. Indemnification. The owner of each Lot shall indemnify, defend and hold harmless the other Lot owner, its successors and assigns, from and against any and all claims, actions, suits, losses, expenses (including reasonable attorneys' fees), and damages which may accrue or be suffered by any persons or property to the extent arising from or relating to the activities of such indemnifying Lot owner pursuant to this Easement, except to the extent caused or contributed to by the negligence or willful misconduct of the other Lot owner.

8. Enforcement/Binding Arbitration. Any claims for enforcement or interpretation of this Easement shall be resolved by binding arbitration pursuant to RCW 7.04A.010, *et seq.* In the event of arbitration, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees, expenses, and court costs as determined by the Arbitrator.

9. Attorneys' Fees. In the event of litigation, including alternative dispute resolution, with respect to the enforcement or interpretation of this Easement, including appeals,

the prevailing party in such litigation shall be entitled to recover, from the non-prevailing party, the prevailing party's reasonable attorneys' fees and expert witness fees, costs and disbursements.

10. Covenants Run with the Land. The benefits, burdens and obligations set forth in this Easement are intended to, and shall, run with the land and shall be binding upon and inure to the benefit of the Lots, the present and future owners thereof and their respective heirs, assigns, successors, tenants and personal representatives. Notwithstanding the foregoing, the obligations and burdens of each of the Parties under this Easement are not personal to the Parties, but shall run with title to their respective parcels and be binding on the owners of the Lots only to the extent such obligations and burdens accrue, arise, or are in effect during such owners' respective periods of ownership of their respective parcels.

11. Amendment. This Easement may be modified, supplemented, or amended only by a written instrument signed by the then record owners of the Lots and recorded in the real property records of King County, Washington.

12. Governing Law and Venue. This Easement shall be governed by and interpreted in accordance with Washington law.

Gill Investment Company LLC, a Washington limited liability company

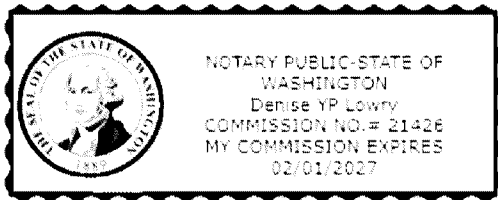
By: Jaspaul Gill

Its: Managing Members

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

On this 28th day of July, 2025, before me personally appeared Jaspaul Gill, to me known to be the Managing Member of Gill Investment Company LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged 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 or she was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Denise YP Lowry (Print Name)
Notary Public In and for the State of Washington,
Residing at Lakewood
My appointment expires: 02/01/2027

Notarized using audio/video technology

Exhibit A
PROPERTY LEGAL DESCRIPTIONS

APN 302405-9001

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, DESCRIBED AS FOLLOWS:

THE NORTH 300 FEET OF SAID SUBDIVISION LYING SOUTHERLY OF EAST MERCER WAY AND EASTERLY OF THE WEST 550.23 FEET, EXCEPTING ANY PORTION THEREOF, IF ANY, WITHIN LOT 4 KING COUNTY SHORT PLAT NO. MI-8209-18 UNDER KING COUNTY RECORDING NO. 8410179003.

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

PROPERTY 2:

THAT PORTION OF THE NORTH 150 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 24, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF EAST MERCER WAY AND LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, WHICH BEARS SOUTH 88°33'02" EAST 550.23 FEET, FROM THE NORTH QUARTER CORNER OF SAID SECTION 30; THENCE SOUTH 1°28'29" WEST 150 FEET TO THE SOUTH LINE OF THE NORTH 150 FEET OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE TERMINUS OF SAID LINE, KNOWN AS THE ORIGINAL PARCEL, WHICH PORTION LIES WESTERLY OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF THE

ORIGINAL PARCEL, WHICH POINT IS 342.98 FEET WEST OF THE WEST LINE OF EAST MERCER WAY AND A POINT ON THE SOUTH LINE OF THE ORIGINAL PARCEL, WHICH LIES 221 FEET WEST OF THE WEST LINE OF EAST MERCER WAY;

TOGETHER WITH A NONEXCLUSIVE EASEMENT FOR ROAD OVER AND ACROSS THE SOUTH 25 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, WHICH BEARS SOUTH 88°33'02" EAST 550.23 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 30; THENCE SOUTH 1°28'29" WEST 150 FEET TO THE SOUTH LINE OF THE NORTH 150 FEET OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE TERMINUS OF SAID LINE, KNOWN AS THE ORIGINAL PARCEL, WHICH PORTION LIES WESTERLY OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF THE ABOVE DESCRIBED PROPERTY, WHICH LIES 117.98 FEET WEST OF THE WEST LINE OF EAST MERCER WAY, TO A POINT ON THE SOUTH LINE OF THE ORIGINAL PARCEL, WHICH POINT LIES 118 FEET WEST OF THE WEST LINE OF EAST MERCER WAY;

SAID LOT 2 TO BE BOUNDED ON THE WEST BY A LINE DRAWN FROM A POINT ON THE NORTH LINE OF THE ORIGINAL PARCEL, WHICH POINT LIES 342.98 FEET WEST OF THE WEST

LINE OF EAST MERCER WAY AND A POINT ON THE SOUTH LINE OF THE ORIGINAL PARCEL, WHICH LIES 221 FEET WEST OF THE WEST LINE OF EAST MERCER WAY.

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

APN 302405-9043

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 30 WHICH BEARS SOUTH 88 DEGREES 33 MINUTES 02 SECONDS EAST 550.23 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 30;

THENCE SOUTH 01 DEGREES 28 MINUTES 29 SECONDS WEST 150 FEET TO THE SOUTH LINE OF THE NORTH 150 FEET OF SAID SECTION 30 TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88 DEGREES 33 MINUTES 02 SECONDS EAST ALONG SAID SOUTH LINE OF THE NORTH 150 FEET FOR A DISTANCE OF 477.08 FEET TO THE WESTERLY MARGIN OF EAST MERCER WAY;

THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH 300 FEET OF SAID SECTION 30;

THENCE NORTH 88 DEGREES 33 MINUTES 02 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTH 300 FEET TO AN INTERSECTION WITH THE NORTHERLY MARGIN OF EAST MERCER WAY;

THENCE WESTERLY ALONG SAID NORTHERLY MARGIN OF EAST MERCER WAY TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 17 DEGREES 38 MINUTES 33 SECONDS EAST 31 FEET DISTANT;

THENCE NORTH 17 DEGREES 38 MINUTES 33 SECONDS EAST 31 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 30 WHICH BEARS SOUTH 88 DEGREES 33 MINUTES 02 SECONDS EAST 550.23 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 30;

THENCE SOUTH 01 DEGREE 28 MINUTES 29 SECONDS WEST 150 FEET TO THE SOUTH LINE OF THE NORTH 150 FEET OF SAID SECTION 30;

THENCE SOUTH 88 DEGREES 33 MINUTES 02 SECONDS EAST ALONG SAID SOUTH LINE OF THE NORTH 150 FEET FOR A DISTANCE OF 374.02 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88 DEGREES 33 MINUTES 02 SECONDS EAST 103.06 FEET TO THE WESTERLY MARGIN OF EAST MERCER WAY;

THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH 300 FEET OF SAID SECTION 30;

THENCE NORTH 88 DEGREES 33 MINUTES 02 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTH 300 FEET TO AN INTERSECTION WITH THE NORTHERLY MARGIN OF EAST MERCER WAY;

THENCE WESTERLY ALONG SAID NORTHERLY MARGIN OF EAST MERCER WAY TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 17 DEGREES 17 MINUTES 39 SECONDS EAST;

THENCE NORTH 17 DEGREES 17 MINUTES 39 SECONDS EAST 153.12 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE NORTHERLY 15 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE THEREOF.

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

APN 3024059151

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF SAID SECTION 30 WHICH BEARS SOUTH 88 DEGREES 33'02" EAST 550.23 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 30; THENCE SOUTH 1 DEGREE 28'29" WEST 150 FEET TO THE SOUTH LINE OF THE NORTH 150 FEET OF SAID SECTION 30; THENCE SOUTH 88 DEGREES 33'02" EAST ALONG SAID SOUTH LINE OF THE NORTH 150 FEET FOR A DISTANCE OF 374.02 FEET TO THE TRUE POINT OF THE BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 33'02" EAST 103.06 FEET TO THE WESTERLY MARGIN OF EAST MERCER WAY; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH 300 FEET OF SAID SECTION 30; THENCE NORTH 88 DEGREES 33'02" WEST ALONG SAID SOUTH LINE OF THE NORTH 300 FEET TO AN INTERSECTION WITH THE NORTHERLY MARGIN OF EAST MERCER WAY; THENCE WESTERLY ALONG SAID NORTHERLY MARGIN OF EAST MERCER WAY TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 17 DEGREES 17'39" EAST, THENCE NORTH 17 DEGREES 17'39" EAST 153.12 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE NORTHERLY 15 FEET THEREOF AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE THEREOF.

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

EXHIBIT B

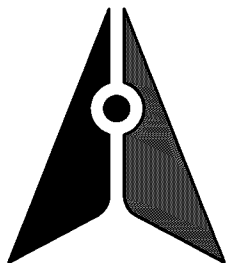
INGRESS, EGRESS & UTILITIES EASEMENT LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 150.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M. AND THE WESTERLY MARGIN OF EAST MERCER WAY;
THENCE SOUTH 05°27'30" WEST ALONG SAID WESTERLY MARGIN 20.05 FEET TO A POINT ON A LINE PARALLEL WITH AND 20.00 FEET SOUTH OF SAID SOUTH LINE;
THENCE NORTH 88°33'04" WEST ALONG SAID PARALLEL LINE 123.95 FEET;
THENCE NORTH 01°26'56" EAST 5.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 15.00 FEET SOUTH OF SAID SOUTH LINE;
THENCE NORTH 88°33'04" WEST ALONG SAID PARALLEL LINE 122.01 FEET;
THENCE NORTH 17°38'33" EAST 15.62 FEET TO A POINT ON SAID SOUTH LINE;
THENCE SOUTH 88°33'04" EAST ALONG SAID SOUTH LINE 243.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 4,290 SQUARE FEET;

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

A PORTION OF NW 1/4 OF THE NE 1/4 OF SECTION 30, T24N, R5E, W.M., KING COUNTY, WA

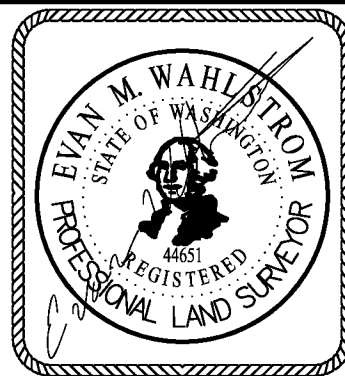


INFORMED LAND SURVEY

PO Box 5137
Tacoma, WA 98415-0137

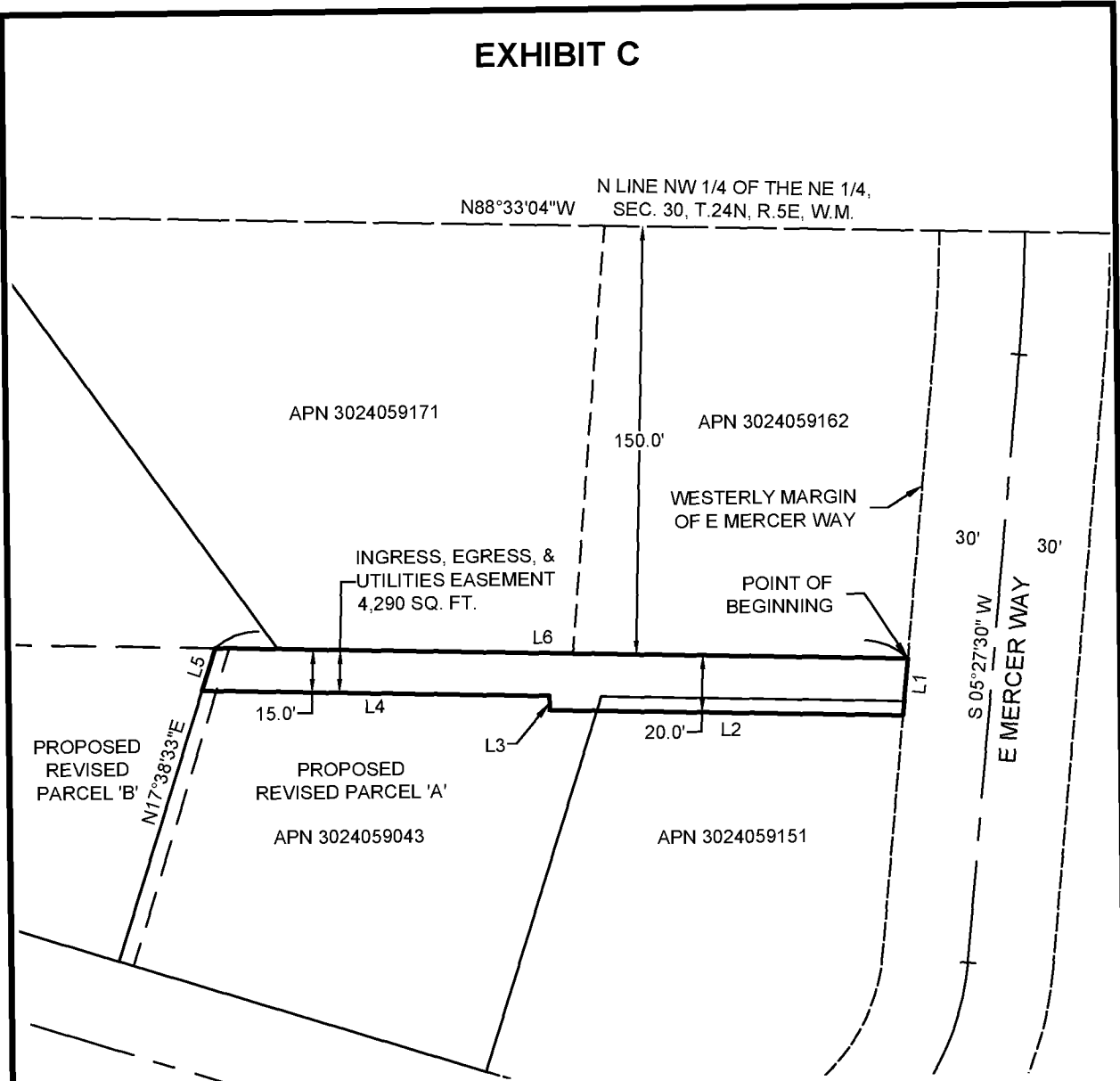
Phone: 253-627-2070
admin@i-landsurvey.com
www.i-landsurvey.com

LAND SURVEYING • MAPPING • CONSTRUCTION LAYOUT

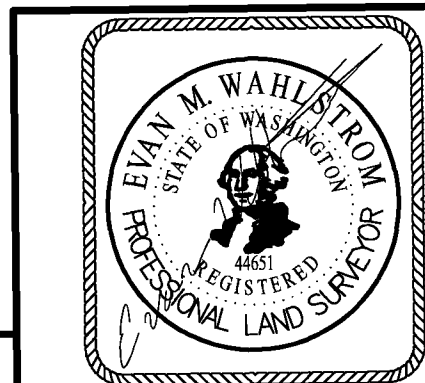
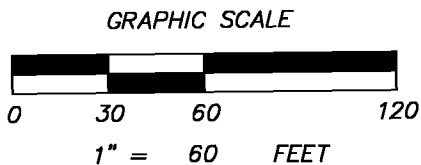


7/8/2025

EXHIBIT C



LINE	BEARING	DISTANCE
L1	S05°27'30"W	20.05'
L2	N88°33'04"W	123.95'
L3	N01°26'56"E	5.00'
L4	N88°33'04"W	122.01'
L5	N17°38'33"E	15.62'
L6	S88°33'04"E	243.00'



A PORTION OF NW 1/4 OF THE NE 1/4 OF SECTION 30, T24N, R5E, W.M.,
 KING COUNTY, WA

7/8/2025