

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

**AUDITOR/RECORDER'S INDEXING FORM**

|   |  |
|---|--|
| <b>Document Title(s):</b>                             | RESERVATION AND GRANT OF TEMPORARY CONSTRUCTION EASEMENT                         |
| <b>Grantor:</b>                                       | GILL INVESTMENT COMPANY LLC  |
| <b>Grantee:</b>                                       | GILL INVESTMENT COMPANY LLC  |
| <b>Abbrev. Legal Description</b>                      | PORTION OF THE NW 1/4 OF THE NE 1/4 SECTION 30, T24N, R5E, W.M., KING COUNTY, WA |
| <b>Legal Description:</b>                             | See Exhibits A & B   |
| <b>Assessor's Property Tax Parcel/Account Number:</b> | 302405-9043  |

**RESERVATION AND GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

This RESERVATION AND GRANT TEMPORARY CONSTRUCTION EASEMENT (this "Easement") is made this 3rd day of September, 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 Number 302405-9043 and legally described in **Exhibit A** attached hereto and incorporated by reference herein (the "Burdened Property").
- B. Gill is also the owner of that certain real property known as King County Tax Lot Number 302405-9151 and legally described in **Exhibit A** attached hereto and incorporated by reference herein (the "Benefited Property")(the Burdened and Benefitted Properties referred to collectively as the "Properties").
- C. Gill is developing the Benefited Property and will require a temporary construction easement for over that portion of the Burdened Property as depicted in **Exhibit B** (the "Easement Area").

NOW, THEREFORE, the undersigned hereby covenants, agrees, and declares that the Properties shall be, held, sold, and conveyed subject to and burdened by the following covenants, conditions, and restrictions and, accordingly, upon conveyance of the Benefited or Burdened

Property, the Benefited Property shall be, granted an easement for utilities, subject to the following covenants, conditions, and restrictions:

### TEMPORARY CONSTRUCTION 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. Gill, on behalf of itself and its successors and assigns, grants to the Benefited Property over a portion of the Burdened Property, a temporary non-exclusive construction easement for access, shoring, and excavation in conjunction with construction of a residence, utilities and appurtenances on the Benefited Property, including without limitation, removal of parts of the existing driveway and any vegetation (collectively, the "Work"), in the over, through, across, under and upon the Easement Area.

3. Duration of Temporary Construction Easement. This Easement shall remain in effect and shall expire by its own terms upon completion, inspection, and final approval by the City of Mercer Island of the permits and conditions required to complete the Work. The owner of the Benefited Property shall notify the owner of the Burdened Property in advance of undertaking the Work and upon completion of the Work.

4. Easement Area Restoration. Upon completion of the Work, the owner of the Benefited Property shall restore the Burdened Property shall, at its sole expense, restore the Easement Area to as close to its original state as reasonably possible.

5. Indemnity. The owner of the Benefited Property shall indemnify and hold the owner of the Burdened Property harmless from any liability or expense asserted against or incurred by the owner of the Burdened Property as a result of the negligent acts or omissions of the owner of the Benefited Property to the extent arising from or relating to the activities of the owner of the Benefited Property, its employees, contractors, or agents within the Easement Area pursuant to this Easement; provided, however, that the owner of the Benefited Property shall not be responsible for any damage, harm, injury, or loss resulting from injuries to any person caused by the negligence, acts or omissions of the owner of the Burdened Property, its agents, guests, or invitees.

6. Cooperation. The owner of the Burdened Property and the owner of the Benefited Property agree to cooperate in good faith to implement the terms of this Easement. In the event that any agency with jurisdiction requires that the owner of the Burdened Property execute a permit application for the owner of the Benefited Property to work in the Easement Area, the owner of the Burdened Property agrees to do so, provided the owner of the Burdened Property shall assume no cost or liability associated with or resulting from such permits or the use of the Easement Area.

7. Attorneys' Fees. Should any litigation between the Parties arise out of or in connection with this Easement, the substantially prevailing or successful Party shall be entitled, in addition to other relief as may be granted, to a reasonable sum as and for all its attorneys' fees and costs in such litigation.

8. Miscellaneous. This Easement may be modified, supplemented or amended only by a written instrument signed by the then record owners of the Owner of the Burdened Property and the Owner of the Benefited Property and recorded in the real property records of King County, Washington. This Easement shall be interpreted and construed under and governed by the laws of the State of Washington.

Gill Investment Company LLC, a Washington limited liability company

By: [Signature]

Its: Managing Member

STATE OF WASHINGTON )  
) ss.  
COUNTY OF King )

On this 3rd day of September, 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.

Sareichanto Ly  
SAREICHANTO LY (Print Name)  
In and for the State of Washington,  
Notary Public, Residing at Sammamish  
My appointment expires: 06/02/2028

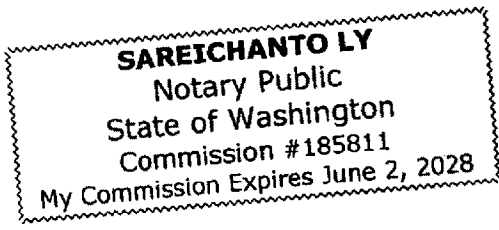


Exhibit A - PROPERTY LEGAL DESCRIPTIONS

**BURDENED PROPERTY 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.

**BENEFITED PROPERTY 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

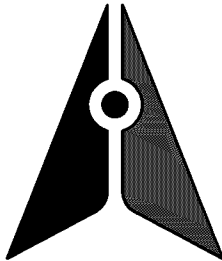
### EXCAVATION EASEMENT

BEGINNING 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 15.04 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 106.30 FEET;  
THENCE SOUTH 17°38'33" WEST 80.00 FEET;  
THENCE NORTH 72°21'27" WEST 9.00 FEET;  
THENCE NORTH 17°38'33" EAST 80.00 FEET;  
THENCE NORTH 01°26'56" EAST 12.49 FEET TO A POINT ON SAID SOUTH LINE;  
THENCE SOUTH 88°33'04" EAST ALONG SAID SOUTH LINE 115.99 FEET TO THE POINT OF BEGINNING;

CONTAINING 2,441 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

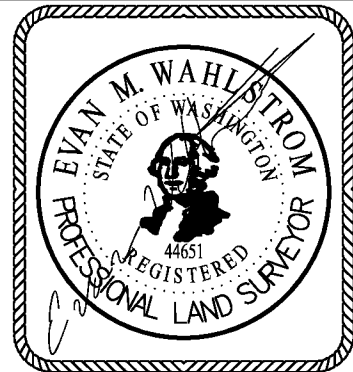


### INFORMED LAND SURVEY

PO Box 5137  
Tacoma, WA 98415-0137

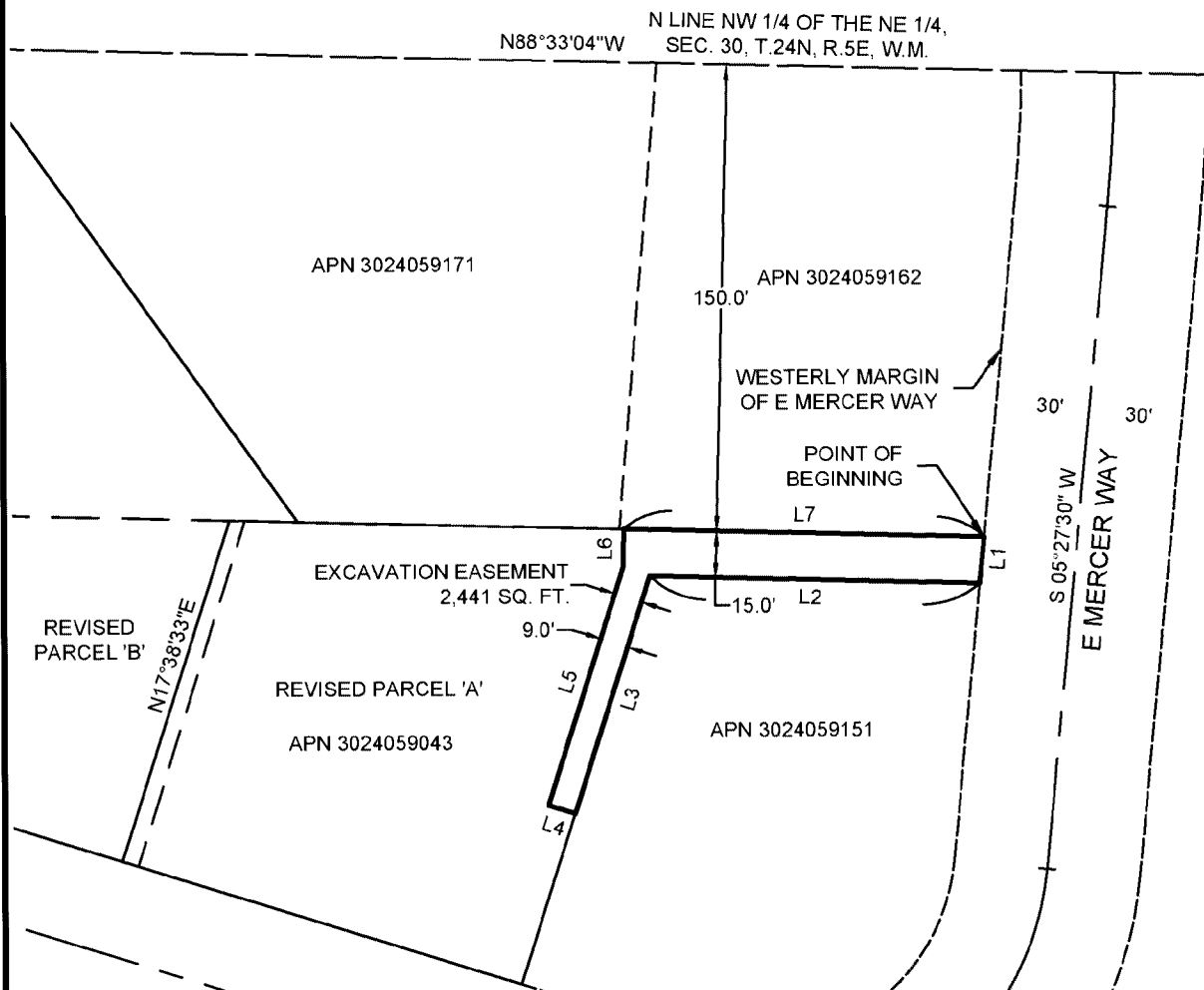
Phone: 253-627-2070  
admin@i-landsurvey.com  
[www.i-landsurvey.com](http://www.i-landsurvey.com)

LAND SURVEYING • MAPPING • CONSTRUCTION LAYOUT

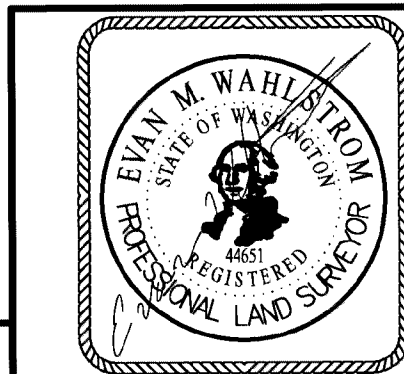
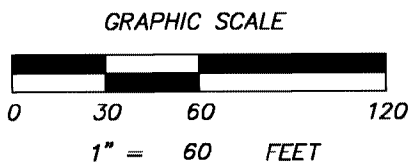


9/2/2025

### EXHIBIT C



| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 05°27'30" W | 15.04'   |
| L2   | N 88°33'04" W | 106.30'  |
| L3   | S 17°38'33" W | 80.00'   |
| L4   | N 72°21'27" W | 9.00'    |
| L5   | N 17°38'33" E | 80.00'   |
| L6   | N 01°26'56" E | 12.49'   |
| L7   | S 88°33'04" E | 115.99'  |



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

9/2/2025