

AFTER RECORDING MAIL TO:

Joseph N. Pew, V  
Scarff Law Firm, PLLC  
3035 Island Crest Way  
Mercer Island, WA 98040

Space Above Provided For Recorder's Use

---

### UTILITY LINE EASEMENT

WHEREAS, Scott Porad, ("Grantor"), own the real property located at 2445 74th Ave SE, Mercer Island, WA 98040, referred to herein as "Parcel A" and legally described on Exhibit A attached hereto.

WHEREAS, **RKK Construction, Inc**, a Washington corporation ("RKK"), own the real property located at 2434 73<sup>rd</sup> Ave. SE, Mercer Island, WA 98040, referred to herein as "Parcel B" and legally described on Exhibit B attached hereto.

WHEREAS, RKK desires to use that portion of the southwesterly corner of Parcel A described in Exhibit C (the "Easement Area") for the installation of utility lines (e.g. water, sewer and electrical) and all necessary connections and appurtenances thereto.

WHEREAS, Grantor has agreed to grant RKK and RKK's successors a perpetual non-exclusive Easement over the Easement Area for the purpose of the installation and maintenance of utility lines in said northeasterly corner.

NOW, THEREFORE, in consideration of the covenants and reciprocal benefits derived hereby and other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Easement Description - Parcel A. Grantor hereby grants and conveys to RKK a nonexclusive perpetual ingress, egress and utility Easement over that portion of the northwesterly corner of Parcel A, the Easement Area of which is legally described on Exhibit C attached hereto and a diagram showing the Easement Area which is depicted on Exhibit C. Said Easement shall be for the benefit of Parcel B and shall be used solely for the purposes described herein.

2. The owner of Parcel B may construct by boring a utility lines/pipes and all necessary connections and appurtenances thereto in the Easement Area; provided that, in constructing, repairing, replacing, or maintaining such lines and/or pipes, the owner of Parcel B shall (a) be fully responsible for the cost of any repairs needed to the Easement Area arising therefrom, (b) diligently perform such repairs, and (c) diligently restore the Easement Area to the condition existing prior to the repair. The owner of Parcel B will be responsible for ongoing maintenance costs related to the storm sewer catch basin located on Parcel A following installation and connection of sewer lines by RKK.

3. Covenants Running With the Land. The rights and restrictions contained herein shall be deemed appurtenant covenants running with the land and shall benefit and be binding upon the owners of Parcels A and B, and their respective heirs, successors and assigns.

4. Exhibits. The Exhibits are hereby incorporated herein by this reference.

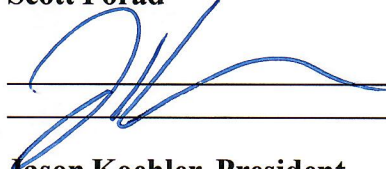
5. Attorney's Fees. If any party hereto shall bring suit or action against another for relief, declaratory or otherwise, arising out of this easement agreement, the substantially prevailing

party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the Court may adjudge to be a reasonable attorney's fee.

IN WITNESS WHEREOF, Grantor has hereunto set their hand 11/4/, 2025.



\_\_\_\_\_  
(Name)  
**Scott Porad**



\_\_\_\_\_  
**Jason Koehler, President,  
RKK Construction, Inc.**

**EXHIBIT A**

Legal Description of Parcel A

MC GILVRAS ISLAND ADD S 94.27 FT OF N 102.42 FT OF E 134.87 FT  
PLat Block: 5  
Plat Lot: 9MC GILVRAS ISLAND ADD LESS S 86.54 FT OF E 134.87 FT  
LESS N 51.21 FT & N 12 FT OF 9 LESS  
PLat Block: 5  
Plat Lot: 10

**EXHIBIT B**

Legal Description of Parcel B

MC GILVRAS ISLAND ADD LESS S 86.54 FT OF E 134.87 FT LESS N 51.21 FT & N 12 FT OF 9 LESS E 134.87 FT  
PLat Block: 5  
Plat Lot: 10

**EXHIBIT C**  
Legal Description and Diagram of Easement Area

Full Legal Description will be determined by survey once installed.

