

When Recorded, Return to:
Vann Lanz
8015 SE 60th 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, 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 2740 61st Avenue SE, Mercer Island, WA 98040 (King County Assessor Parcel # 2174503230), said easement is legally described as follows:

THE SOUTH 8 FEET OF THE WEST 8 FEET, THE SOUTH 4 FEET OF THE WEST 67 FEET, AND THE SOUTH 8 FEET OF THE EAST 33 FEET FOLLOWING DESCRIBED PARCEL OF LAND;

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.

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

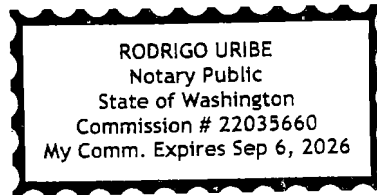

BV Homes, LLC
By: Vann Lanz, Managing Member

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Vann Lanz, Member, Mercer Partners LLC 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 10th day of February 2025

Name: Rodrigo Uribe
NOTARY PUBLIC in and for the State of
Washington, residing at: King
My commission expires: Sep 6, 2026

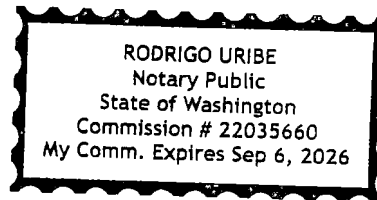


STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Vann Lanz, Member, BV homes LLC 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 10th day of February 2025

Name: Rodrigo Uribe
NOTARY PUBLIC in and for the State of
Washington, residing at: King
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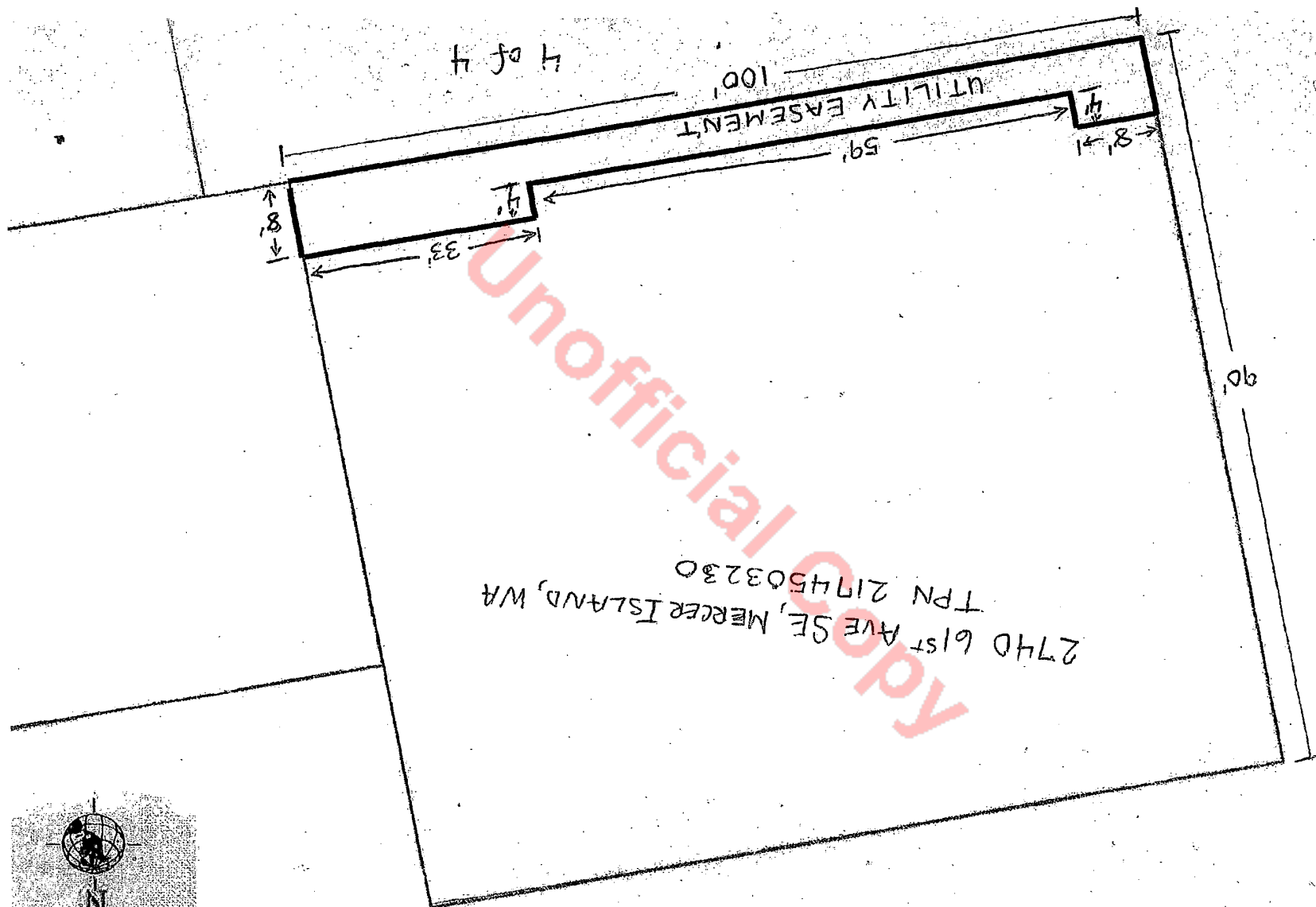


EXHIBIT A: UTILITY EASEMENT MAP

