

After Recording, Return to:

JOHNS MONROE MITSUNAGA KOLOUŠKOVÁ PLLC
Attention: Vicki Orrico
11201 S.E. 8th St., Suite 120
Bellevue, WA 98004

DOCUMENT TITLE(S):	RESERVATION AND GRANT OF WATERLINE EASEMENT	
GRANTOR:	DESIGN BUILT HOMES, LLC, A Washington limited liability company	
GRANTEE:	DESIGN BUILT HOMES, LLC, A Washington limited liability company	
LEGAL DESCRIPTION: (abbreviated)	SW ¼ SECTION 18, TOWNSHIP 24 N, RANGE 5 E, WM	
ADDITIONAL LEGAL DESCRIPTION:	Exhibits A and B	
ASSESSOR'S PROPERTY TAX PARCEL NUMBERS:	7598100420 IOP	

RESERVATION AND GRANT OF WATERLINE EASEMENT

This Reservation and Grant of Waterline Easement (this "Easement") is made this 5th day of February, 2025 (the "Effective Date"), by DESIGN BUILT HOMES, LLC, a Washington limited liability company ("DBH") as the owner of the Property (described below).

Recitals

- A. DBH is the owner of that certain real property known as King County Tax Parcel Number 7598100420 (the "Property") as legally described in Exhibit A, which is attached hereto and incorporated by reference herein.
- B. DBH is in the process of subdividing the Property via that certain Lorenzini Short Plat ("Plat"), which will create two lots to be known as Lot 1 and Lot 2.
- C. DBH wishes to create an easement that will become effective upon subdivision and conveyance of the Properties, or portion thereof, to a third party, for installation, use, improvement, repair, inspection, and maintenance of a private water line and related

appurtenances for the benefit of the Benefited Property over, under, and across a portion of the Burdened Property, to serve the Benefited Property.

NOW, THEREFORE, DBH hereby covenants, agrees, and declares that, effective upon conveyance of either the Burdened or Benefitted Property, or any portion thereof, from DBH to a third-party or third-parties, the Burdened Property shall be held, sold, and conveyed burdened by this easement over, under, and across a portion of the Burdened Property subject to the following covenants, conditions, and restrictions, and the Benefitted Property shall be, granted an easement over, under, and across a portion of the Burdened Property 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.** DBH, on behalf of itself and its heirs, successors and assigns, as owner of the Benefitted Property (the "Benefitted Property Owner"), hereby reserves to the Benefitted Property Owner, effective upon conveyance of one of the Properties, to a third-party or third-parties, a perpetual non-exclusive easement for the beneficial use of the Benefitted Property for the purposes of installation, use, improvement, repair, inspection, and maintenance of a private water line and related appurtenances (the "Improvements") over, through, across, under and upon the portion of the Burdened Property legally described in Exhibit B and depicted in Exhibit C, which are attached hereto and incorporated by reference herein (the "Easement Area").

This reservation is also intended to and shall be deemed to be a grant by DBH, on behalf of itself and its successors and assigns, as owner of the Burdened Property (the "Burdened Property Owner") to the Benefitted Property Owner, effective upon conveyance of the Properties, or any portion thereof, of a perpetual non-exclusive easement for the purposes of installation, use, improvement, repair, inspection, and maintenance of the Improvements over, through, across, under and upon the Easement Area for the beneficial use of the Benefitted Property Owner.

- 3. Use by Burdened Property.** The Burdened Property Owner reserves all rights not expressly granted or inconsistent with the rights conveyed herein; provided, however, that the Burdened Property Owner shall not have the right to erect or maintain any permanent structures, except pavement, within, under, or upon the Easement Area.
- 4. Benefitted Property Owner's Rights and Obligations.** DBH shall have the right to install the Improvements within the Easement Area it deems necessary, in its sole discretion, for use of the Easement Area pursuant to this Easement. Upon installation of the Improvements within the Easement Area and approval by all applicable regulatory agencies, the costs of maintenance, repair, and improvement of the Improvements within the Easement Area shall be shared equally by Benefitted Property Owner, except that no

owner will be responsible for cost of maintenance, repairs, and improvement of the Improvements within the Easement Area above (upstream) their point of connection.

5. **Damage and Restoration.** If in the exercise of any right by the Benefited Property Owner under this Easement, the Burdened Property, or improvements thereon, are disturbed, disrupted or damaged, in any respect, then the Benefited Property Owner shall, at its sole cost and expense, restore the same reasonably similar to its condition prior to its damage or disruption, subject to inspection and approval by the Burdened Owner, which approval shall not be unreasonably withheld. In the event the Benefited Property Owner shall fail to restore the Burdened Property to its reasonably similar condition, the Benefited Property Owner hereby grants the Burdened Property Owner the right, but not the obligation, to restore the Burdened Property to its reasonably similar condition and the Benefited Property Owner shall reimburse the Burdened Property Owner for its reasonable costs incurred in making such repairs or maintenance.
6. **Indemnification.** Benefited Property Owner shall indemnify, defend and hold harmless the Burdened Property 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 Benefited Property Owner pursuant to this Easement, except to the extent caused or contributed to by the negligence or willful misconduct of Burdened Property Owner.
7. **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.
8. **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.
9. **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 Burdened Property and the Benefited Property, 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 Burdened Property and the Benefited Property 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.

**EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY
PARCEL 7598100420**

**D.R. STRONG
CONSULTING ENGINEERS
KIRKLAND WA 98033**

DRS Project No. 21071
10/21/24

THE EAST 220 FEET OF LOTS 1 AND 2, BLOCK 13, VITUS SCHMID'S EAST
SEATTLE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 7 OF PLATS, PAGE 76, RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THE NORTH 110 FEET OF SAID LOT 1.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**EXHIBIT B
LEGAL DESCRIPTION OF PRIVATE WATER EASEMENT**

**D.R. STRONG
CONSULTING ENGINEERS
KIRKLAND WA 98033**

DRS Project No. 21071
10/21/24

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 5, EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON AS DESCRIBED IN ATTACHED EXHIBIT A, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL DESCRIBED IN ATTACHED EXHIBIT A, SAID NORTHEAST CORNER BEING ON THE WESTERLY RIGHT-OF-WAY MARGIN OF 86TH AVENUE SE;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY MARGIN AND THE EAST LINE OF SAID PARCEL, SOUTH 01°01'21" WEST A DISTANCE OF 26.34 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY MARGIN AND SAID EAST LINE, SOUTH 01°01'21" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 88°23'42" WEST A DISTANCE OF 77.05 FEET;
THENCE NORTH 66°46'44" WEST A DISTANCE OF 41.01 FEET;
THENCE NORTH 01°01'03" EAST A DISTANCE OF 10.80 FEET;
THENCE SOUTH 66°46'44" EAST A DISTANCE OF 43.19 FEET;
THENCE SOUTH 88°23'42" EAST A DISTANCE OF 75.04 FEET TO THE **POINT OF BEGINNING**;

SAID PRIVATE WATER EASEMENT CONTAINS 1.181 SQUARE FEET, MORE OR LESS.



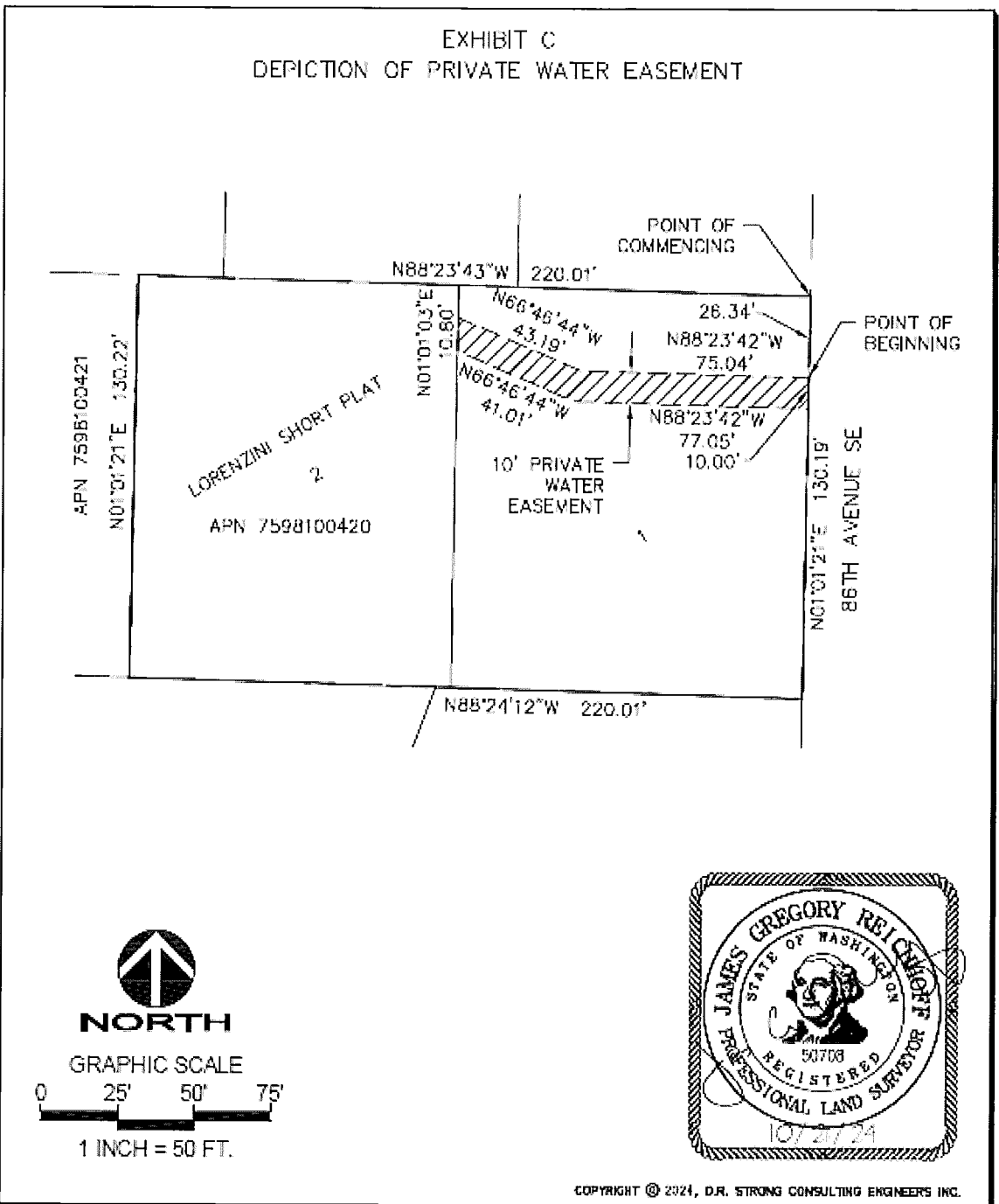


EXHIBIT C
PRIVATE WATER EASEMENT
 LORENZINI SHORT PLAT
 APN 7598100420



PROJECT SURVEYOR: JGR
 DRAFTED BY: DLC/JGR
 FIELD BOOK: N/A
 DATE: 10-21-24
 PROJECT NO.: 21071

DRAWING: EXHIBIT C
 SHEET: 1 OF 1