

to enter upon, over or under the Easement to inspect, design, construct, reconstruct, operate, maintain, repair, replace and enlarge the water system and water meter facilities including, but not limited to, underground facilities and/or systems upon and under the Easement, together with all necessary or convenient appurtenances ("Facilities"). Following the initial construction of the Facilities, Grantee may from time to time construct such additional facilities as it may require. Nothing in this Easement shall obligate the Grantee to commence or complete the Facilities within a specific period of time; provided, however, the Grantee shall use diligent efforts to complete all work within, and to restore, the Easement within a reasonable period of time after commencing such work.

2. Access. Grantor also covenants and agrees that, upon reasonable notice to Grantor, Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder.

3. Obstructions; Landscaping. Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, restore the Easement and Grantor's Property to a condition reasonably similar to its condition prior to such work. Following the construction and installation of the Facilities, Grantor may undertake any ordinary improvements to the landscaping of the Easement, provided that no trees or other plants shall be placed thereon, which would be unreasonably expensive or impractical for Grantee to remove and restore. In the event that Grantee will perform work to the city water main system, which will limit vehicular access, Grantor and all neighboring residences whose access will be blocked shall be given three-days advance notice to make necessary arrangements for the duration of the work, except during emergency situations.

4. Grantor's Use of Easement. This Easement shall be exclusive to Grantee; provided, however, Grantor reserves the right to use the Easement for any purpose not inconsistent with Grantee's rights. Grantor shall not construct or maintain any buildings or other structures on the Easement. Grantor shall not perform digging, tunneling or other form of construction activity on the Property, which would disturb the compaction of or damage any Facilities within the Easement.

5. Indemnification. Grantor agrees to indemnify and hold the Grantee, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with the negligence or intentional misconduct of Grantor or Grantor's agents or invitees within or with respect to the Easement.

6. Successors and Assigns. The rights and obligations described herein shall run with the land, shall inure to the benefit of the Grantor and Grantee, and shall be binding upon their respective successors, heirs and assigns.

DATED THIS 21 day of June, 2018.

GRANTOR (Individual)

GRANTOR (Individual)

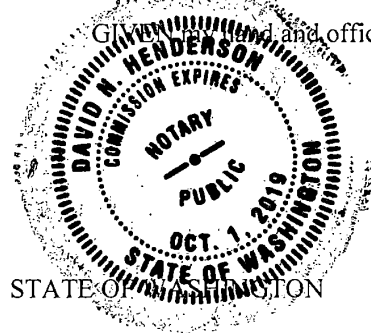
Jose M. Sulc
Jose M. Sulc

Deborah J. Sulc
Deborah J. Sulc

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Josef Michael Sulc, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 21st day of June, 2018.

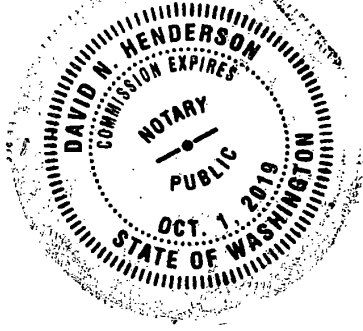


David N. Henderson
Notary Name: David N. Henderson
NOTARY PUBLIC in and for the State of Washington.
My commission expires: OCT. 1, 2019

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Deborah J. Sulc, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 21st day of June, 2018.



David N. Henderson
Notary Name: David N. Henderson
NOTARY PUBLIC in and for the State of Washington.
My commission expires: OCT. 1, 2019

EXHIBIT A

LEGAL DESCRIPTION OF SERVIENT PROPERTY

LOT A, OF SHORT PLAT NUMBER 85-03-07, ACCORDING TO THE SHORT PLAT
RECORDED UNDER KING COUNTY RECORDING NUMBER 8505309002.

Unofficial Copy

EXHIBIT B

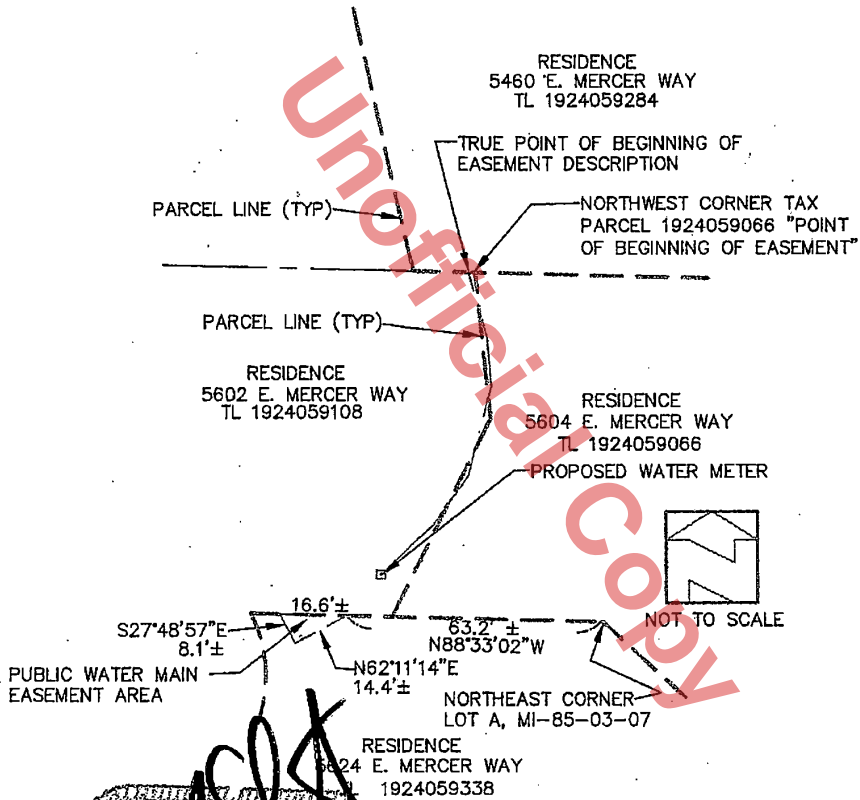
EASEMENT LEGAL DESCRIPTION

A 10 FOOT WATERLINE EASEMENT, DESCRIBED AS FOLLOWS:

TOGETHER WITH THAT PORTION OF LOT A OF MERCER ISLAND SHORT PLAT NO. MI-85-03-07, RECORDED UNDER RECORDING NO. 8505309002, RECORDS OF KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT A;
THENCE NORTH 88°33'02" WEST 63.2 FEET ± TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88°33'02" WEST, ALONG SAID NORTH LINE, 16.6 ± FEET; THENCE SOUTH 27°48'57" EAST 8.1± FEET;
THENCE NORTH 62°11'03" EAST 14.4 ± FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT C PUBLIC WATER MAIN



[Handwritten signature and date]
4/23/18

SCHROETER LAND SURVEYING

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PROJECT NO. 17003
DATE: 4/23/18