EASEMENT

THIS EASEMENT AGREEMENT made this 18 day of October , 1975.

The grantors B.B. Beabe and Ida J. Beebe, his wife, hereby grant and convey to Joe Ning Lee and Candace W. Lee, his wife, non-exclusive easements across the property described in Paragraph A herein for purposes of ingress and egress to the property described in Paragraph B herein, and across the property described in Paragraph A herein for purposes of placement and maintenance of utilities including power, sewer, water, telephone and gas serving the property described in Paragraph C herein.

A. The property subject to this easement is:

The westerly 205 feet of the south 10 feet of Lot 4, Block 9, McGilvra's Island Addition, according to plat recorded in Volume 16 of Plats, page 58, in King County, Washington.

B. The property to which this easement is to permit ingress and egress is:

Beginning at a point on the north line of Lot 5, Block 9, McGilvra's Island addition, according to plat recorded in Volume 16 of Plats, page 58, in King County, Washington, which point is 140 feet east of the northwest corner thereof; thence south parallel with the west line of said lot, 113 feet; thence east parallel with the south line of said lot, 60 feet; thence south 0.75 feet; thence east 40 feet parallel with the south line of said Lot 5; thence north 113.75 feet more or less, parallel to the west line of said Lot 5 to a point on the north line of said Lot 5, 100 feet east of the point of beginning; thence west 100 feet to the point of beginning of this description.

C. The property for which this easement is to permit the placement and maintenance of utilities is:

That portion of Lots 5 and 8, Block 9 McGilvra's Island Addition, according to

0,0040

plat recorded in Volume 16 of Plats, page 58, in King County, Washington, described as follows:

Beginning at a point on the north line of said Lot 5, 140 feet east of the northwest corner thereof; thence south parallel with the west line of said lot, 113 feet; thence east parallel with the south line of said lot, 60 feet; thence south 0.75 feet, thence east 110 feet parallel with the south line of said Lot 5; thence south to the southeast corner thereof; thence east along south line of said Lot 8 to a point 194 feet west of the southeast corner thereof; thence north 72 feet 2 inches; thence east parallel with the south line of said lot to a point 160 feet west of the east line of said lot; thence northeasterly on a straight line to a point on a line drawn parallel with and 20 feet south of the north line of said lot and 150 feet west of the east line of said lot. Said point here and after referred to as Point A; thence north 20 feet; thence west along the north line of said lots 8 and 5, 320 feet to point of beginning.

This easement shall be permanent and assignable and shall run with the various lands for the purposes specified above.

The grantors and grantees for the respective properties benefited by the easements herein described, agree for themselves and their successors and assigns to assume and pay a pro rata portion of such costs as may be incurred in the construction, reconstruction, or normal and customary maintenance of the easements described herein, which pro rata share shall be determined by the number of separately identifiable properties using or benefiting from the improvement at the time the expense is incurred unless otherwise agreed by and between the respective owners at the time.

In the event the surface of the ground described in Paragraph A is disturbed for purposes of construction, reconstruction, placement, repair or other maintenance of any of the utilities, the parties, their successors and assigns, benefited

by the said utility easement agree to pay all expenses for replacement of the surface to that condition in which it existed immediately prior to displacement thereof.

Grantees agree for themselves, their successors and assigns, that no surface installation of utilities shall be made to increase the burdens on the premises described as Parcel A, and that all future installations of new utility lines, mains, or other property shall be placed underground in said Parcel A.

In the event of any action be brought for the enforcement of this easement or any condition therein, each party hereto agrees that the non-prevailing party in such action shall pay a reasonable attorney's fee to the prevailing party in such action, together with his taxable costs and disbursements herein.

STATE OF WASHINGTON)

COUNTY OF KING

SS.

on this /B day of Octors sec , 193 before me, the undersigned, a Notary Public in and for the o State of Washington, duly commissioned and sworn, personally appeared B.B. Beebe and Ida J. Beebe, to me known to be the individuals who executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

> NOTARY PUBLIC in and for the State of Washington, residing

CSE//EVENT