

Return Address: Johns Monroe Mitsunaga Koloušková PLLC
ATTN: Vicki E. Orrico
11201 S.E. 8th Street, Suite 120
Bellevue, WA 98004

DOCUMENT TITLE(S):		RESERVATION AND GRANT OF SEWER AND STORM DRAINAGE EASEMENT
GRANTOR:	DESIGN BUILT HOMES, LLC, A Washington limited liability company	
GRANTEE:	DESIGN BUILT HOMES, LLC, A Washington limited liability company	
LEGAL DESCRIPTION: (abbreviated)	N/E ¼ SECTION 18, TOWNSHIP 24 N, RANGE 5 E, WM	
ADDITIONAL LEGAL DESCRIPTION:	Exhibits A and B	
ASSESSOR'S PROPERTY TAX PARCEL NUMBERS:	7598100421; 7598100420	

RESERVATION AND GRANT OF SEWER AND STORMWATER EASEMENT

This Reservation and Grant of Sewer and Storm Drainage Easement (this "Easement") is made this 28th day of March, 2024 (the "Effective Date"), by DESIGN BUILT HOMES, LLC, a Washington limited liability company ("DBH") as the owner of the Burdened Property (described below) and as owner of the Benefitted Property (described below).

Recitals

- A. DBH is the owner of that certain real property known as King County Tax Parcel Number 7598100420 legally described in **Exhibit A**, which is attached hereto and incorporated by reference herein (the "Burdened Property").
- B. DBH is the owner of that certain real property known as King County Tax Parcel Number 7598100421, (the "Benefitted Property") (the Burdened Property and Benefitted Property are referred to collectively as the "Properties").
- C. DBH is in the process of developing and selling the Properties and wishes to create an easement that will become effective upon conveyance of the Properties, or portion

thereof, to a third party, for installation, use, improvement, repair, inspection, and maintenance of sewer and storm drainage infrastructure, lines, facilities, and related appurtenances for the benefit of the Benefitted Property over, under, and across a portion of the Burdened Property, to serve the Benefitted 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 an 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 sewer and storm drainage infrastructure, lines, facilities, 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 Benefitted Property Owner under this Easement, the Burdened Property, or improvements thereon, are disturbed, disrupted or damaged, in any respect, then the Benefitted 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 Benefitted Property Owner shall fail to restore the Burdened Property to its reasonably similar condition, the Benefitted 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 Benefitted Property Owner shall reimburse the Burdened Property Owner for its reasonable costs incurred in making such repairs or maintenance.
6. **Indemnification.** Benefitted 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 Benefitted 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 Benefitted 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 Benefitted 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.

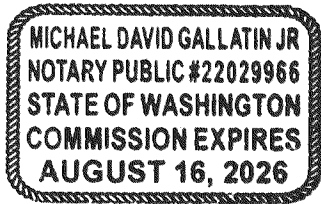
- 10. **Amendment.** This Easement may be modified, supplemented or amended only by a written instrument signed by the then record owners of the Burdened Property and the Benefited Property and recorded in the real property records of King County, Washington.
- 11. **Governing Law and Venue.** This Easement shall be governed by and interpreted in accordance with Washington law.


DESIGN BUILT HOMES, LLC, A Washington limited liability company

By: 
 Name: Todd Sherman
 Title: Manager

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this 28th day of March, 2024, before me personally appeared Todd Sherman to me known to be the manager of the limited liability company that executed the within and foregoing instrument, and acknowledged 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 or she was authorized to execute said instrument. In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.




Michael David Gallatin Sr. (Print Name)
 In and for the State of Washington,
 Notary Public, Residing at Bellevue, WA
 My appointment expires: August 16th 2026

2024-03-27 Combined Sewer and Storm Drainage Easement Reservatton-Grant Lorenzini 448-001

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

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

DRS Project No. 21071
03/26/24

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.

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**EXHIBIT B
LEGAL DESCRIPTION OF PRIVATE SEWER AND DRAINAGE EASEMENT**

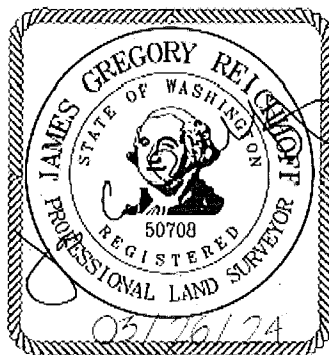
**D.R. STRONG
CONSULTING ENGINEERS
KIRKLAND WA 98033**

DRS Project No. 21071
03/26/24

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;

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL DESCRIBED IN ATTACHED EXHIBIT A;
THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 01°01'21" EAST A DISTANCE OF 28.00 FEET;
THENCE PARALLEL WITH THE SOUTH LINE OF SAID PARCEL, SOUTH 88°24'12" EAST A DISTANCE OF 129.99 FEET;
THENCE SOUTH 01°01'03" WEST A DISTANCE OF 28.00 FEET TO THE SOUTH LINE OF SAID PARCEL;
THENCE ALONG SAID SOUTH LINE, NORTH 88°24'12" WEST A DISTANCE OF 129.99 FEET TO THE **POINT OF BEGINNING**;

SAID PRIVATE SEWER AND DRAINAGE EASEMENT CONTAINS 3,640 SQUARE FEET, MORE OR LESS.



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