

REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on June July14, 2016, by and between Run Yong USA LLC of 2460 73rd Ave Se, Mercer Island, WA 98040 (hereinafter referred to as "Grantee"), and Jennifer and Christopher Brenes of 2675 74th Ave Se Mercer Island, Wa 98040 (hereinafter referred to as "Grantor").

Recitals

A. The Grantor Jennifer and Christopher Brenes are the owners of certain real property commonly known as 2675 74th Ave Se Mercer Island, Wa 98040 and more fully described as follows (legal description): MC GILVRAS ISLAND ADD E 92.15 FT OF S 102.65 FT. (the "Servient/Burdened Property")

B. The Grantee Run Yong USA LLC is the owner of certain real property commonly known as 2460 73rd Ave Se, Mercer Island, WA 98040 and more fully described as follows MC GILVRAS ISALND ADD BEG 59.36 FT S OF NE COR OF 8 TH W 134.87 FT TO TPOB TH S 102.65 FT TH W 167.23 FT M/L TO W LN OF 7 TH N 102.65 FT TH E 167.18 FT M/L TO BEG. (The "Dominant/Benefited Property")

C. The grantee desires to acquire certain rights in the Grantor's property.

1. GRANT OF EASEMENT

For the consideration described hereunder in Section 2, Grantor hereby grants to Grantee an easement on and across the following described portion of the Burdened Property for owner of the Benefited Property to build and install a storm water drain only at the owner of the Dominant Property's own expenses subject to the terms and conditions in this agreement: the easement area will be a strip of land 48 inches wide beginning at the Northeastern corner of property and running parallel along the northern property line within 5 feet property line. (the "Easement Area").

2. CONSIDERATION

Grantor grants the easement, in consideration of owner of the Benefited Property (a) all construction and maintenance are at the expense and liability of the owner of the Benefited Property, (b) grantee shall pay to grantor the sum of \$2,000.00 within 3 business days of easement being signed, (d) grantee will properly remove and dispose of cyclone fencing around the easement area on grantors property.

3. CHARACTER AND TERM OF EASEMENT

This easement is appurtenant in nature.

4. CHARACTER OF THE STORM WATER DRAIN

The storm water drain will be made of 6inch PVC pipe, approximately 18-24 inches deep in the surface of the ground, running from the Benefited Property to the Burdened Property in the Easement Area. The storm water drain will run parallel and within 5 feet of the northern property line of the Burdened Property down to the street.

5. PURPOSE OF EASEMENT

The easement will benefit the Dominant Property by allowing it to follow recommendations of the city's building department to install storm drain underground that will require an easement from the Servient Property.

6. OWNER OF THE BURDENED PROPERTY'S RIGHTS AND DUTIES

The Grantor and subsequent owners of the Burdened Property shall continue to enjoy the use of the Easement Area for any and all purposes that do not interfere or prevent the use of the easement. Grantor and subsequent owners of the Burdened Property's retained rights include but are not limited to, the right to use the surface of the easement for driveways, alleys, walks, gardens, lawns, planting, parking, and other like uses. Grantor and subsequent owners of the Burdened Property shall not unreasonably interfere with the lawful construction of the storm water drain.

7. OWNER OF BENEFITED PROPERTY'S RIGHTS AND DUTIES

Grantee and subsequent owners of the Benefited Property shall at all times keep the Servient Property free and open for the benefit of Grantor and any other concurrent user. Grantee and subsequent owners of the Benefited Property shall make all reasonable efforts to maintain the Burdened Property's current structure and landscaping during and after the storm water drain's construction. Grantee and subsequent owners of the Benefited Property shall at all times act so as to safeguard the Burdened property. Grantee and subsequent owners of the Benefited Property shall have the right to access the Easement Area during the terms of this agreement for the sole purpose of constructing and maintaining the storm water drain. The owner of the Benefited Property shall finish the construction of the storm water drain and clean the Easement Area within 20 days of easement agreement being signed.

8. DAMAGES AND INDEMNIFICATION

Grantee and subsequent owners of the Benefited Property will be held liable for any and all damages caused, to Grantor, subsequent owners of the Burdened Property, or to third parties, by the installation, maintenance, or removal of the storm water drain. Grantee and subsequent owners of the Benefited Property agree to indemnify, defend and hold Grantor and subsequent owners of the Burdened Property, and their

representatives, agents, invitees, successors and assigns harmless from and against any and all claims, actions, causes of action, demands, damages, costs, liabilities, losses, judgments, expenses or costs of any kind or nature whatsoever (including, but not limited to, attorney's fees) by reason of property damage, death or injury to persons arising from or relating to the laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the storm water drain on the Easement Area.

9. ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights granted and obligations assumed. Any oral representatives of modifications concerning this instrument shall be of no force or effect. Any modifications of this Agreement must be in writing and must be signed by both parties.

The parties have executed this agreement sign and date below.

GRANTOR

Date: _____

GRANTEE

Date: _____