

AFTER RECORDING MAIL TO:
Mead Gilman & Associates
PO Box 289
Woodinville, WA 98072

TEMPORARY CONSTRUCTION AND PERMANENT UTILITY EASEMENT AGREEMENT

Grantor(s): **7237 LLC, A Washington Limited Liability Company**
Grantee(s): **7239 LLC, A Washington Limited Liability Company**
Assessor's Tax Parcel Number(s): 5315100695, 5315100700
Abbreviated Legal Description: POR. OF THE NE1/4, NW1/4, SEC. 12, TWP. 24 N., RGE. 4 E., W.M.

This temporary Construction and Permanent Utility Easement Agreement (the "Agreement") is entered into by and between **7237 LLC, A Washington Limited Liability Company** ("Grantor"); and **7239 LLC, A Washington Limited Liability Company** ("Grantee").

RECITALS

A. Grantor owns of record certain real property located in King County, Washington and legally described on the attached and incorporated Exhibit A ("Grantor's Property").

B. Grantee owns of record certain real property adjacent to Grantor's Property also located in King County, Washington and legally described on the attached and incorporated Exhibit B ("Grantee's Property") which Grantee intends to improve into a single family residential development. Grantor's Property and Grantee's Property are sometimes referred to in this Agreement collectively as the "Property."

NOW, THEREFORE, for sum of Ten Dollars (\$10.00) to be paid by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

1. Grant of Easements

1.1 Access and Utility Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "Access and Utility Easement") over, under, in, along, across and upon the property described on the attached and incorporated Exhibit C (the "Access and Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of any underground pipes, conduits, or other utilities, including junction boxes and related equipment (the "improvements"), together with the right of ingress and egress over the driveway facilities lying within the Access and Utility Easement Area as depicted generally on the attached and incorporated Exhibit D.

1.2 Temporary Construction Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon the property described on the attached and incorporated Exhibit D (the "Temporary Easement Area") for use in the initial construction and installation of the improvements and other construction purposes reasonably related to the initial construction of the improvements. Prior to commencement of the Temporary Construction Easement, Grantee shall have access to the Property during normal business hours to conduct all studies, tests, examinations and surveys necessary to design and construct the improvements. The Temporary Construction Easement is depicted generally on the attached and incorporated Exhibit C.

2. Terms of Easements.

2.1 Access and Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land.

2.2 Temporary Construction Easement. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate and expire upon the date construction of the Improvements are completed. Upon the expiration of the term of the Temporary Construction Easement, all of the rights and benefits of Grantee in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

3. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not enact or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Utility Easement Area; or develop, landscape, or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of installing the Improvements or restoring any of the Easement Areas after such installation.

4. Construction of Utility Improvements.

4.1 Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Grantor Property all costs and expenses of construction and maintenance of the improvements, including the installation of up to two side sewer connections for Grantor's use and the exercise of any easement rights granted under this Agreement.

4.2 Compliance with Laws. Grantee shall construct the improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

4.3 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities.

5. General Provisions.

5.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledge that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consent to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligations to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

5.2 Effective Date. This agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

5.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

5.5 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing the prevailing party's reasonable attorney's fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

5.6 Plan. Upon Grantor request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the improvements installed in the Access and Utility Easement Area.

5.7 Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.




IN WITNESS of this, the undersigned have executed this Agreement as of this 2nd day of

July, 2018

Dated this 2nd day of July, 2008.




Grantor:

**7237 LLC, A Washington
Limited Liability Company**

By: QIAN WANG , DAVID H. YEH  
Its: President, Its: V.P.

Grantee:

**7239 LLC, A Washington
Limited Liability Company**

By: QIAN WANG , DAVID H. YEH  
Its: President, Its: V.P.

STATE OF WASHINGTON)
)SS
COUNTY OF King)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Qian Wang IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE President OF 7237 LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

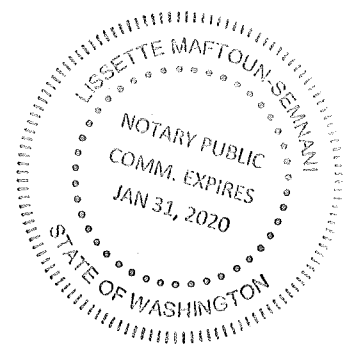
DATED: July 2nd, 2018

Lissette Maftoun-Semrani

PRINTED NAME: Lissette Maftoun-Semrani
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT Bellevue, WA

MY APPOINTMENT EXPIRES Jan 31, 2020



STATE OF WASHINGTON)
)SS
COUNTY OF King)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT David H. Yeh IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE vice President OF 7239 LLC, A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: July 2nd, 2018

Lissette Maftoun-Semrani

PRINTED NAME: Lissette Maftoun-Semrani
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT Bellevue WA

MY APPOINTMENT EXPIRES Jan 31, 2020

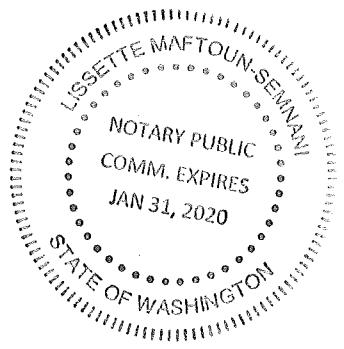


Exhibit "A"

Legal Description – Grantor's Property

THE NORTH 85.00 FEET OF THE WEST HALF OF LOT 12, BLOCK 8, MCGILVRA'S ISLAND ADDITION AS RECORDED IN VOLUME 16 OF PLATS, AT PAGE 58, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE WEST 20.00 FEET THEREOF;

Contains 11,047± Square Feet (0.2536± Acres)

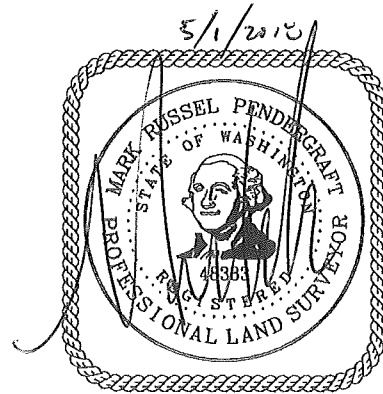


Exhibit "B"

Legal Description – Grantee's Property

THE WEST HALF OF LOTS 11 AND 12, BLOCK 8, MCGILVRA'S ISLAND ADDITION,
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58,
RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 85 FEET OF SAID WEST HALF OF LOT 12;

TOGETHER WITH THE WEST 20 FEET OF THE NORTH 85 FEET OF SAID LOT 12.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Contains 28,759± Square Feet (0.6602± Acres)

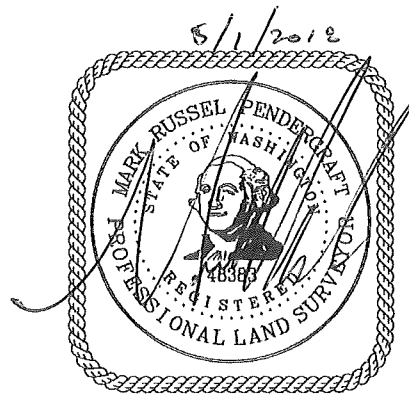


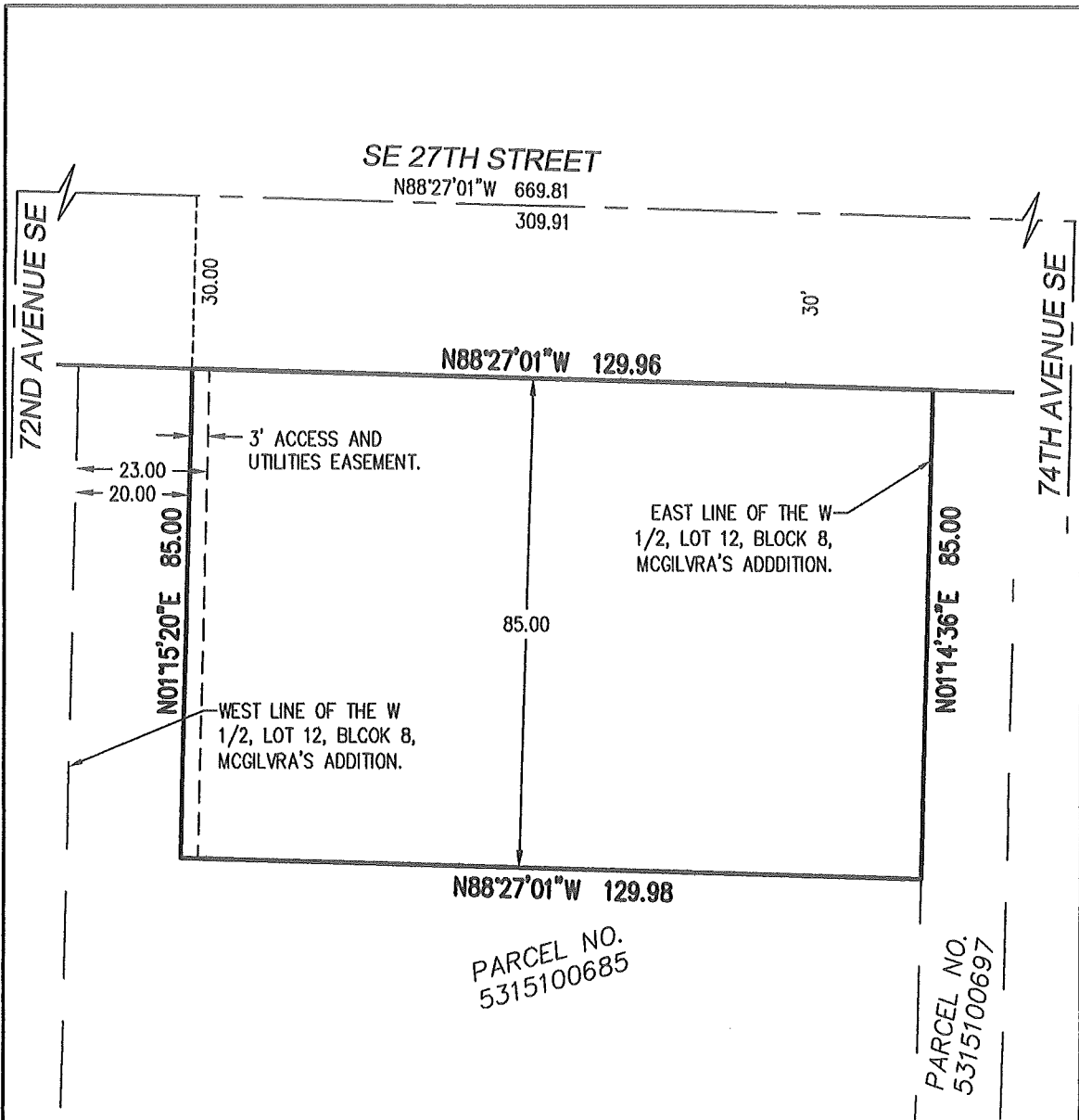
Exhibit "C"

Legal Description – Access & Utilities Easement

THE EAST 3.00 FEET OF THE WEST 23.00 FEET OF THE NORTH 85.00 FEET OF THE WEST HALF OF LOT 12, BLOCK 8, MCGILVRA'S ISLAND ADDITION AS RECORDED IN VOLUME 16 OF PLATS, AT PAGE 58, RECORDS OF KING COUNTY, WASHINGTON.

Contains 255± Square Feet (0.0058± Acres)





27TH STREET SHORT PLAT ACCESS & UTILITIES EASEMENT AREA EXHIBIT D	PAGE 1 OF 1
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