

Return Address:

Aaron M. Leung  
1420 Fifth Avenue, Suite 3400  
Seattle, WA 98100



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PAGE-001 OF 022  
11/26/2014 14:38  
KING COUNTY, WA

**EXCISE TAX NOT REQUIRED**

King Co. Records Division

By Leroy Chadwick Deputy

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Master Easement 2. \_\_\_\_\_
3. \_\_\_\_\_ 4. \_\_\_\_\_

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page \_\_\_\_\_ of document

Grantor(s) Exactly as name(s) appear on document

1. Hunsaker Parkside LLC, Bret & Angela Catalas
2. Rami & Susan Karjian

Additional names on page \_\_\_\_\_ of document.

Grantee(s) Exactly as name(s) appear on document

1. MI Cabana, LLC, Bret & Angela Catalas
2. Rami & Susan Karjian, Hunsaker Parkside LLC

Additional names on page \_\_\_\_\_ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lots 1, 2 & 3 and Tracts A & B of Short Subdivision No. SUB05-006  
Volume 13, page 58 - Recording No. 20070726900003

Additional legal is on pages 12-16 of document.

Assessor's Property Tax Parcel/Account Number assigned 322350-0387, -0385, -0390, -0395

Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

**RECORDED AT THE REQUEST OF AND AFTER RECORDING RETURN TO:**

Aaron M. Laing  
Schwabe, Williamson & Wyatt, PC  
1420 Fifth Avenue, Suite 3400  
Seattle, WA 98101

**EXCISE TAX NOT REQUIRED**

King Co. Records Division  
By Leroy Chadwick, Deputy  
Leroy Chadwick

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**MASTER EASEMENT AND COST-SHARING AGREEMENT**

**Grantors:** Hunsaker Parkside, LLC, a Washington limited liability company; Bret W. Chatalas and Angela R. Chatalas, husband and wife; and Rami Karjian and Susan Karjian, husband and wife

**Grantees:** MI Cabana, LLC, a Washington limited liability company; Bret W. Chatalas and Angela R. Chatalas, husband and wife; and Rami Karjian and Susan Karjian, husband and wife; Hunsaker Parkside, LLC, a Washington limited liability company

**Legal Descriptions:** Lots 1, 2, & 3 and Tracts A & B of Short Subdivision No. SUB05-006, Hunsaker Short Plat, Mercer Island, King County, Washington and portions of Lots 5 & 6 in Block C, replat of Island Park, Volume 13, page 58

(Complete legal descriptions attached as Exhibits A & B.)

**Tax Parcel Numbers:** 362350-0387; 362350-0385; 362350-0390; 362350TR-A; 362350TR-B; 362350-0395

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THIS MASTER EASEMENT AND COST SHARING AGREEMENT ("Agreement") is made by and between Hunsaker Parkside, LLC, a Washington limited liability company, ("Hunsaker"); Bret W. Chatalas and Angela R. Chatalas, husband and wife ("Chatalas"); Rami Karjian and Susan Karjian, husband and wife ("Karjian"); and MI Cabana LLC, a Washington limited liability company ("the LLC").

Hunsaker, Chatalas and Karjian own, respectively, Lots 3, 2 and 1 of Short Subdivision No. SUB05-006, Hunsaker Short Plat, Mercer Island, King County, Washington, recorded July 26, 2007, King County recording number 20070726900003, which is incorporated by reference as Exhibit A ("Short Plat"). The LLC owns real property adjacent to and abutting the Short Plat as described and depicted in Exhibits A and B.

Hunsaker, Chatalas, Karjian and the LLC are each a Party and collectively the Parties to this Agreement. Hunsaker, Chatalas, and Karjian are each a Grantor and collectively the Grantors, and the LLC is the Grantee in this Agreement. This Agreement shall be effective upon recording.

For \$10.00 (Ten Dollars) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties warrant, covenant and agree as follows:

**1. Hunsaker Property.** Hunsaker represents and warrants that it owns that certain parcel of land with King County Assessor's Tax Parcel Number 362350-0387, whose common street address is 4041 West Mercer Way, Mercer Island, Washington, also known as Lot 3 of the Short Plat ("Hunsaker Property"), as depicted on Sheet 1 of 3 and legally described on Sheet 2 of 3 of the Short Plat, Exhibit A hereto.

**2. Chatalas Property.** Chatalas represent and warrant that they own that certain parcel of land with King County Assessor's Tax Parcel Number 362350-0385, whose common street address is 4037 West Mercer Way, Mercer Island, Washington, also known as Lot 2 of the Short Plat ("Chatalas Property"), as depicted on Sheet 1 of 3 and legally described on Sheet 2 of 3 of the Short Plat, Exhibit A hereto.

**3. Karjian Property.** Karjian represent and warrant that they own that certain parcel of land with King County Assessor's Tax Parcel Number 362350-0390, whose common street address is 4033 West Mercer Way, Mercer Island, Washington, also known as Lot 1 of the Short Plat ("Karjian Property") as depicted on Sheet 1 of 3 and legally described on Sheet 2 of 3 of the Short Plat, Exhibit A hereto.

**4. LLC Property.** MI Cabana, LLC represent and warrants that it owns that certain parcel of land with King County Assessor's Tax Parcel Number 362350-0395, whose common street address is 4045 West Mercer Way, Mercer Island, Washington ("LLC Property"), as depicted and Sheet 1 of 3 of the Short Plat, Exhibit A hereto, and legally described and depicted in that certain Judgment Quieting Title and Order Dismissing Remaining Claims with Prejudice recorded July 2, 2012, King County recording number 20120702000622 and the amended Survey recorded October 23, 2013, King County recording number 20131023900005 (the "BLA"), incorporated by reference as Exhibit B hereto.

**5. Shared Waterfront Tract.** Hunsaker, Chatalas and Karjians represent and warrant that they each own an equal undivided interest in that certain tract of land with Assessor's Tax Parcel Number 362350TR-A, also known as Tract A of the Short Plat (hereinafter, "Shared Waterfront Tract"), as depicted on Sheet 1 of 3 and legally described on Sheet 2 of 3 of the Short Plat, Exhibit A hereto.

**6. Access Driveway.** Hunsaker, Chatalas and Karjians represent and warrant that they each own an equal undivided interest in that certain tract of land with Assessor's Tax Parcel Number 362350TR-B, also known as Tract B of the Short Plat (hereinafter, "Access Driveway"), as depicted on Sheet 1 of 3 and legally described on Sheet 2 of 3 of the Short Plat, Exhibit A hereto, which equal undivided interest is appurtenant to and runs with the real property described herein and owned respectively by them.

**7. Rescission, Termination, Extinguishment and Intent to Supersede Prior Recordings.** Upon recording, this Agreement shall rescind, terminated, extinguish, replace and supersede in whole all rights, duties, obligations, terms and conditions set forth and conveyed in that certain Master Easement and Cost Sharing Agreement

February 11, 2005 Driveway Construction Agreement referenced in the recorded February 22, 2005 Memorandum of Agreement, King County recording number 20050222000834 ("2005 DCA") and all rights, duties, obligations, terms and conditions set forth and conveyed in that certain Reciprocal Easement Agreement, King County recording number 20080331002408 ("2008 Easement"). The 2005 DCA and the 2008 Easement are hereby and forever rescinded, terminated, extinguished, replaced and superseded by this Agreement. Upon recording, the rights, duties, obligations, terms and conditions set forth and conveyed herein shall govern and control the repair, maintenance and use of the Easement Area, the Access Driveway and the Shared Waterfront Tract.

**8. Grant of Easements over Access Driveway and Shared Waterfront Tract.** Grantors Hunsaker, Chatalas and Karjian hereby grant, warrant, covenant and convey to Grantee MI Cabana, LLC a reciprocal, perpetual, non-exclusive easement for ingress, egress and utilities over the Access Driveway and the approximately 20-foot by 50-foot northeastern-most portion of the Shared Waterfront Tract, as depicted on the face of the Short Plat, Exhibit A hereto, which easement shall be appurtenant to Grantors' and Grantee's herein-described real property, shall run with the land and shall be binding on the Parties' successors, heirs, assigns and devisees.

Grantors Hunsaker, Chatalas and Karjian hereby grant, warrant, covenant and convey to Grantee Hunsaker Parkside, LLC a perpetual, non-exclusive easement for ingress, egress and utilities over the concrete parking pad and abutting gravel portion of the Shared Waterfront Tract that is outside of the area designated for parking in **Section 11(f)(i)** below and as depicted in Exhibit C, which easement shall be appurtenant to Grantors' and Grantee's herein-described real property, shall run with the land and shall be binding on the Parties' successors, heirs, assigns and devisees. This easement is not intended to encumber and shall not be construed to encumber any portion of the Shared Waterfront Tract that is waterward (west) of the easternmost edge of each of the designated parking spaces.

**9. Grant of Easement over Lot 3.** Grantor Hunsaker hereby grants, warrants, covenants and conveys to Grantors Chatalas and Karjian and to Grantee MI Cabana, LLC a reciprocal, perpetual, non-exclusive easement for ingress, egress and utilities over the approximately 20-foot by 30-foot portion of Lot 3 adjacent to and abutting the northeast corner of the Shared Water Front Tract, as depicted on the face of the Short Plat, Exhibit A hereto, which easement shall be appurtenant to Grantors' and Grantee's herein-described real property, shall run with the land and shall be binding on the Parties' successors, heirs, assigns and devisees.

**10. Easement Area Purpose and Scope.** The portions of the Access Driveway, Shared Waterfront Tract and Lot 3 burdened by the grants of easement in **Sections 8 and 9** above shall be referred to as the "Easement Area." This Easement Agreement is intended to restore and/or provide, to the extent necessary, a perpetual, non-exclusive easement for ingress, egress and utilities benefitting the LLC Property and Lot 3 and burdening Lots 1, 2 and 3 and the Access Driveway and Shared Waterfront Tract, as set forth herein. Except as provided in **Section 11(e)** below, use of the Access Driveway shall be limited to the Parties and their agents, tenants, guests, invitees and/or licensees. The Access Driveway shall not be used for commercial purposes other than for customary deliveries and services associated with the development, use and enjoyment of residential properties.

**11. Maintenance of Access Driveway, Easement Area and Shared Waterfront Tract.** Upon recording of this Agreement, the Parties shall share the costs of ongoing maintenance, improvement, repair and/or restoration of the paved road surface, gravel shoulders, drainage system, retaining walls/structures, lighting, parking area, joint-use dock, stairway, irrigation system, railings, landscaping, stormwater detention/filtration facilities and/or utilities that lie within and comprise the improvements on the Access Driveway, Easement Area and the Shared Waterfront Tract in a safe, clean and well-kept condition. "Maintenance, improvement, repair and/or restoration" shall include but not be limited to sweeping/blowing, landscaping, resurfacing, crack repair, striping, cleaning, replacement in the event of partial or total loss or destruction, and/or other efforts undertaken in to maintain and preserve the appearance, integrity, safety and/or durability of the Access Driveway, Easement Area and the Shared Waterfront Tract and improvements therein. For purposes of **Sections 11(a)-(g)** below, "maintenance, improvement, repair and/or restoration" shall not include the initial installation, maintenance, repair, and/or restoration of the boilers, pumps, electrical and/or natural gas service, fluid or any other component of the driveway heating system ("Heating System"), whether or not it has been installed as of the date of this Agreement. All costs associated with the Heating System shall be shared equally by the owners of Lot 3 and the LLC Property per **Section 11(h)** below.

**(a) Decision-making.** The owner(s) of each residential lot subject to this Agreement shall have one (1) vote per lot. A person who is purchasing a residential lot on real estate contract or promissory note and deed of trust and who is entitled to possession from the seller shall be considered the owner of the property for voting purposes. In no event shall there be more votes than the number of residential lots subject to this Agreement. At the time of the recording of this Agreement, there are four (4) residential lots subject to this agreement: Lots 1, 2 and 3 of the Short Plat and the LLC Property. The Access Driveway, Easement Area and Shared Waterfront Tract are not residential lots, and ownership of any interest therein shall not provide any additional voting rights. Up to one (1) additional residential lot may be added to and made subject to this Agreement, in accordance with **Section 11(e)** below.

**(b) Maintenance Request.** Any owner of any residential lot subject to this Agreement shall be entitled to request maintenance, improvement, repair and/or restoration of the Access Driveway, Easement Area and/or the Shared Waterfront Tract, provide that any such request shall be in writing and shall be delivered to all other owners of real property subject to this Agreement, including all residential lot owners and any owner(s) of interests in the Access Driveway, Easement Area and/or the Shared Waterfront Tract. The residential lot owner(s) that initiated the request ("Requesting Lot Owner") shall be responsible for obtaining at least two (2) written bids for any proposed maintenance, improvement and/or restoration and for providing both bids to all lot owners along with the request. Only those residential lot owners with an equal undivided interest in the Shared Waterfront Tract may initiate a request for maintenance, improvement, repair and/or restoration thereof.

**(c) Approving a Request.** If the cost of the proposed maintenance, improvement and/or restoration is less than or equal to \$2,000 (Two Thousand Dollars USD), inclusive of all taxes and fees, then the requested maintenance, improvement and/or restoration shall be undertaken only upon written approval of at least one half (1/2) of the owners of the residential lots, with each lot having one (1) vote.

If the cost of the proposed maintenance, improvement and/or restoration is greater than \$2,000 (Two Thousand Dollars USD), inclusive of all taxes and fees, then the requested maintenance, improvement and/or restoration shall be undertaken only upon written approval of at least two-thirds (2/3) of the owners of the residential lots for any request related solely to the Shared Waterfront Tract and/or at least three-fourths (3/4) of the owners of the residential lots if there are four (4) such lots—and three-fifths (3/5) if there are five (5) such lots per **Section 11(e)**—for any request related to either or both the Access Driveway and/or the Easement Area, with each lot having one (1) vote.

Once a request has been approved, the Requesting Lot Owner shall contract directly with the service provider(s) or vendor(s) whose bid or bids were approved hereunder, and all lot owners shall be responsible for payment of their respective shares to either the Requesting Lot Owner or directly to such service provider(s) or vendor(s). Failure or refusal by the owner(s) of any residential lot to respond in writing within fifteen (15) calendar days of receiving a request hereunder shall be deemed approval by the non-responding owner(s).

**(d) Access Driveway & Easement Area Cost Apportionment.** Costs associated with the maintenance, improvement and/or restoration of the Access Driveway and Easement Area, including without limitation the drainage system and stormwater detention/filtration facilities that may also collect water from portions of the Shared Waterfront Tract, shall be separate and distinct from such costs associated with the Shared Waterfront Tract, shall include any such costs associated with that portion of the Shared Waterfront Tract that is within the Easement Area, and shall be shared according to the following table:

<b>Residential Lot</b>	<b>Percentage of Costs</b>
Short Plat Lot 1	20%
Short Plat Lot 2	20%
Short Plat Lot 3	30%
LLC Property	30%

**(e) Additional User of Access Driveway & Easement Area Cost Apportionment.** The Parties recognize and agree that the equal undivided interest in the Shared Waterfront Tract associated with Lot 3 (Hunsaker Property) along with an easement to access the Shared Waterfront Tract via the Easement Area may be transferred and/or granted to either the owner(s) of the LLC Property or the owner(s) of the real property abutting the LLC Property labeled “Tootill” on the Short Plat and as “New Tootill Parcel” on the BLA (hereinafter, the “Tootill Property”). Any such transfer shall be done through a recorded instrument signed by all Parties that amends this Agreement; shall not result in more than three (3) equal undivided ownership interests in the Shared Waterfront Tract; shall restrict use of the Easement Area solely for access to the Shared Waterfront Tract; shall be subject to the terms and conditions of this Agreement, including without limitation this cost-sharing provision; and shall designate the owner(s) of the added real property to be deemed a “Grantee” and a “Party” for purposes of interpretation and enforcement of this Agreement.

Except as provided in this **Section 11(e)**, no Party shall transfer, sell, assign, lease, sublet or otherwise convey any interest in the Shared Waterfront Tract or the Easement Area to any third party other than in conjunction with and as a part of the conveyance of a Party's fee interest in its real property as described in **Sections 1** through **4** above.

In the event of such transfer, the costs and expenses associated with the maintenance, improvement and/or restoration of the Access Driveway and Easement Area shall continue to be separate and distinct from such costs associated with the Shared Waterfront Tract, shall include any such costs associated with that portion of the Shared Waterfront Tract that is within the Easement Area, and shall be shared according to the following table:

<b>Residential Lot</b>	<b>Percentage of Costs</b>
Short Plat Lot 1	20%
Short Plat Lot 2	20%
Short Plat Lot 3	20%
LLC Property	20%
Tootill Property	20%

**(f) Shared Waterfront Tract Use and Cost Apportionment.** Costs associated with the maintenance, improvement and/or restoration of the Shared Waterfront Tract, including all improvements thereon except the drainage system and stormwater detention/filtration facilities that may also collect water from portions of the Access Driveway, shall be separate and distinct from such costs associated with the Access Driveway and Easement Area, shall exclude any such costs associated with that portion of the Shared Waterfront Tract that is within the Easement Area, and shall be shared equally by all owners holding an equal undivided interest in the Shared Waterfront Tract.

**(i) Parking.** The concrete parking pad on the Shared Waterfront Tract shall be striped for three (3) parking spaces (North, Middle and South) per Exhibit C, one (1) per residential lot with an equal undivided ownership interest therein, which parking spaces shall be used solely by the owner(s) of the residential lots and their guests, licensees and/or invitees in conjunction with the maintenance, use and enjoyment of the Shared Waterfront Tract. Each parking space shall be at least twenty feet (20') long as measured from the west edge of the concrete pad and at least eight and one-half feet (8.5') wide as measured from the internal edges of the stripes for each space and shall be suitable for parking a large sport utility vehicle. Parking shall be in the marked spaces only and is prohibited in the Easement Area. Because of the shape of the concrete pad, the South Space may extend up to five feet (5') east of the ends of the Middle and North Spaces, as shown in Exhibit C. Tire barriers shall be placed in each parking space a distance of not more than two feet (2') from the west edge of the concrete pad, to protect the wood barrier from vehicles. The cost of installing the tire barriers and striping shall be shared equally by the owners of the undivided interests in the Shared Waterfront Tract at the time of such installation and striping.

Overnight parking is allowed; provided, however, no vehicle shall be left or stored on the Shared Waterfront Tract for more than forty-eight (48) hours in any seventy-two (72) hour period. Temporary parking by guests, licensees and/or invitees is allowed only in the space designated for the affiliated residential lot owner; provided, however, no guest, licensee or

invitee may park for more than eight (8) hours in any twenty-four (24) hour period. The parking spaces shall not be used for commercial purposes, shall not be leased or assigned to any third-party, and shall not be used by the general public. The parking spaces are designated as follows:

Residential Lot	Parking Space
Short Plat Lot 1	South Space
Short Plat Lot 2	North Space
Short Plat Lot 3 (Until Transfer)	Middle Space
Tootill Property (Upon Transfer)	Middle Space

(ii) **Joint-use Dock.** The joint-use dock (“Dock”) on the Shared Waterfront Tract shall provide three (3) boat slips (West, Middle and East), one (1) per residential lot with an equal undivided ownership interest therein, which boat slips shall be used solely by the owner(s) of the residential lots in conjunction with the maintenance, use and enjoyment of the Shared Waterfront Tract. Use and occupancy of each slip shall be limited to one “boat” per slip. For purposes of this Agreement, a “boat” shall mean a single- or multi-hull vessel intended for personal recreational use.

Use of the Dock shall be limited to recreational access to Lake Washington and for the moorage of private, non-commercial boats and pleasure craft solely by the owners of the residential lots and their guests, licensees and/or invitees. The Dock shall not be used for commercial purposes, shall not be rented, leased or assigned to any third-party, and shall not be used by the general public.

Each residential lot owner may, at his or her sole cost and expense, install, maintain, replace and/or remove a boat lift within the owner’s designated slip, which boat lift shall not be deemed an improvement subject to the cost-sharing provision of this agreement and shall at all times be the sole and whole responsibility of its owner.

The slips are designated as follows:

Residential Lot	Slip
Short Plat Lot 1	West Slip
Short Plat Lot 2	Middle Slip
Short Plat Lot 3 (Until Transfer)	East Slip
Tootill Property (Upon Transfer)	East Slip

The Parties with an equal undivided ownership interest in the Shared Waterfront Tract may, but are not required to, exchange slip assignments by mutual agreement among the exchanging Parties on a temporary or permanent basis. Any exchange of slips that is intended to be permanent shall be memorialized in writing by the exchanging Parties and shall be recorded as an amendment to this Agreement. Only the signatures of the Parties agreeing to such permanent exchange shall be necessary to effectuate such exchange.

(g) **Maintenance Reimbursement.** Within fifteen (15) calendar days of the completion of any approved maintenance, improvement, repair and/or restoration request, the owners of all residential lots subject to this Agreement shall reimburse the Requesting Lot Owner the full amount of each owner’s share as provided in above. In the event that any Party fails or



refuses to make such reimbursement per the terms of this Agreement, then the Requesting Lot Owner may cause a lien to be filed against the real property of such Party and bring suit to foreclose thereon. Any unreimbursed costs shall bear interest at a rate of eighteen percent (18%) per annum from the date that is fifteen (15) calendar days from the date of completion of the work until paid in full, and such interest may be included in any lien.

**(h) Maintenance of the Heating System.** The Access Driveway has been designed to include and accommodate a hydraulic heating system. As of the date of this Agreement, the boilers and other elements necessary to operate such system have not been installed. In the event that either or both the owners of Lot 3 and the LLC Property choose to complete installation and undertaken operation and maintenance of the Driveway Heating System, then all such costs shall borne equally by the owners of Lot 3 and the LLC Property.

**12. Damage by a Party.** In the event that any Party or Parties, or any tenant, guest, invitee and/or licensee thereof, should in any way damage any portion of the improvements and/or utilities within the Access Driveway, Easement Area and/or Shared Waterfront Tract, then that Party or those Parties shall be solely and wholly responsible for the prompt and complete repair and/or restoration of the same at said Party's sole cost and expense. Repairs shall be made by such Party in a good and workmanlike manner, consistent with all codes, rules and regulations, without delay and without regard to the availability of insurance proceeds for payment of the costs relating thereto. Should any Party fail or refuse to undertake such repair and/or restoration within five (5) calendar days of the damage, then any other Party or other Parties hereto may undertake to make such repair and/or restoration and may cause a lien to be filed against the real property of the Party or Parties that caused the damage and bring suit to foreclose thereon. Any related costs shall bear interest at a rate of eighteen percent (18%) per annum from the date that is fifteen (15) calendar days from the date of completion of the work until paid in full, and such interest may be included in any lien.

**13. Term and Binding Effect.** This Agreement shall be effective upon recording. All terms and provisions herein are intended to and shall be appurtenant to the Parties' above-described real property, shall be covenants running with the land and/or equitable servitudes for the benefit of the Grantee's property and burdening the Grantors' properties and shall be binding on the Parties and their successors, heirs, devisees and assigns.

**14. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties on the subject matter herein. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties; provided, however, that the provisions that relate solely to the Shared Waterfront Tract may be amended by a writing signed only by those Parties with an equal undivided interest therein. This Agreement supersedes and replaces all prior agreements, discussions, and representations on these subjects, all of which are merged into and superseded by this Agreement. No Party enters into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than contained in this Agreement.

**15. Conflict / Interpretation.** To the extent that there is a conflict between any right, duty, obligation, term of condition on the face of the Short Plat and/or in any agreement—whether

written or oral—among the Parties with regard to the subject matter of this Agreement, the terms, conditions and provisions set forth in this Agreement shall control. This Agreement has been submitted to the scrutiny of all Parties hereto and their legal counsel and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any Party hereto or its counsel

**16. Severability.** If any term, provision or covenant of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions and covenants shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Parties stipulate and agree that they would execute the remaining terms, provisions and covenants of this Agreement, without including any of such terms, provisions and/or covenants, which may hereafter be declared invalid, void or unenforceable.

**17. Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Washington. In the event a dispute arises from this Agreement, including any exhibit hereto, the Parties shall engage in at least one (1) full day of mediation with a trained mediator prior to commencing any judicial action, which mediation shall be a condition of and prerequisite to such action. Each Party shall bear its own costs at mediation, including mediator fees and attorneys' fees. Following mediation, should the dispute remain, any action arising out of or relating to this Agreement shall be commenced in the Superior Court for King County, Washington in Seattle, Washington.


**18. Attorney's Fees and Costs.** In the event any Party hereto files any judicial proceedings of any kind or nature to enforce or interpret the terms of this Agreement, the prevailing Party in such proceeding shall be awarded a judgment against the other Party or Parties for all of their reasonable attorneys' fees and costs incurred in such proceedings, whether incurred in mediation, arbitration, at trial or on appeal, or in any bankruptcy proceeding.


**19. Authority to Execute.** The Parties expressly represent and warrant that the persons executing this Agreement are duly authorized to do so. This Agreement may be executed in counterparts, and each counterpart shall have the same binding legal effect as if it were a single document containing all signatures.

**[Signatures appear on following page]**

IN WITNESS WHEREOF, the Parties have signed and delivered this Agreement as of the last date set forth below:

HUNSAKER PARKSIDE, LLC

  
\_\_\_\_\_  
Patrick Hunsaker, Member  
Dated 11/24/14

  
\_\_\_\_\_  
Ann Marie Hunsaker, Member  
Dated 11/24/14

CHATALAS

\_\_\_\_\_  
Bret W. Chatalas, a married man  
Dated \_\_\_\_\_

\_\_\_\_\_  
Angela R. Chatalas, a married woman  
Dated \_\_\_\_\_

KARJIAN

\_\_\_\_\_  
Rami Karjian, a married man  
Dated \_\_\_\_\_

\_\_\_\_\_  
Susan Karjian, a married woman  
Dated \_\_\_\_\_

MICABANA, LLC

\_\_\_\_\_  
Bret Chatalas, Member  
Dated \_\_\_\_\_

\_\_\_\_\_  
Rami Karjian, Member  
Dated \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have signed and delivered this Agreement as of the last date set forth below:

HUNSAKER PARKSIDE, LLC

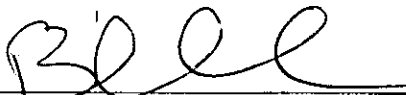
\_\_\_\_\_  
Patrick Hunsaker, Member

Dated \_\_\_\_\_

\_\_\_\_\_  
Ann Marie Hunsaker, Member

Dated \_\_\_\_\_

CHATALAS

\_\_\_\_\_  


Bret W. Chatalas, a married man


Dated 11/22/2014

\_\_\_\_\_  


Angela R. Chatalas, a married woman

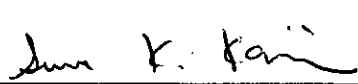
Dated 11/22/2014

KARJIAN

\_\_\_\_\_  


Rami Karjian, a married man

Dated 11/22/2014

\_\_\_\_\_  


Susan Karjian, a married woman


Dated 11/22/2014

MICABANA, LLC

\_\_\_\_\_  


Bret Chatalas, Member

Dated 11/22/2014

\_\_\_\_\_  


Rami Karjian, Member

Dated 11/22/2014

# EXHIBIT A

[Please refer to Sheet 1 of 3 of Short Subdivision No. SUB05-006, Hunsaker Short Plat, Mercer Island, King County, Washington, recorded July 26, 2007, King County recording number 20070726900003, which is incorporated by reference as if fully set forth on this page.]

# EXHIBIT A

[Please refer to Sheet 2 of 3 of Short Subdivision No. SUB05-006, Hunsaker Short Plat, Mercer Island, King County, Washington, recorded July 26, 2007, King County recording number 20070726900003, which is incorporated by reference as if fully set forth on this page.]

# EXHIBIT A

[Please refer to Sheet 3 of 3 of Short Subdivision No. SUB05-006, Hunsaker Short Plat, Mercer Island, King County, Washington, recorded July 26, 2007, King County recording number 20070726900003, which is incorporated by reference as if fully set forth on this page.]

# EXHIBIT B

**Legal Description of Grantee MI Cabana, LLC's real property, King County Assessor's Tax Parcel Number 362350-0395, whose common street address is 4045 West Mercer Way, Mercer Island, Washington**

## Legal Description

That portion of the southeasterly 1/2 of Lot 5 and the northwesterly 1/2 of Lot 6, Block C, replat of Island Park, according to the plat thereof, recorded in Volume 13 of plats, page 58, in King County, Washington, and second class shorelands adjoining, described as follows:

Commencing at the most easterly corner of said northwest half of Lot 6; thence S 49°02'46" W, along the southeasterly line thereof, a distance of 330.34 feet to the true point of beginning;

Thence continuing S 49°02'46" W 126 feet, more or less, to the outer limits of the shorelands of Lake Washington;

Thence northwesterly, along said outer limits, to a point on the southwesterly extension of the northwesterly line of said southeasterly half of Lot 5;

Thence N 49°02'46" E, along said northwesterly line, a distance of 121.00 feet, more or less, to a point which bears N 40°55'31" W from the point of beginning;

Thence S 40°55'31" E 100.00 feet to the point of beginning.

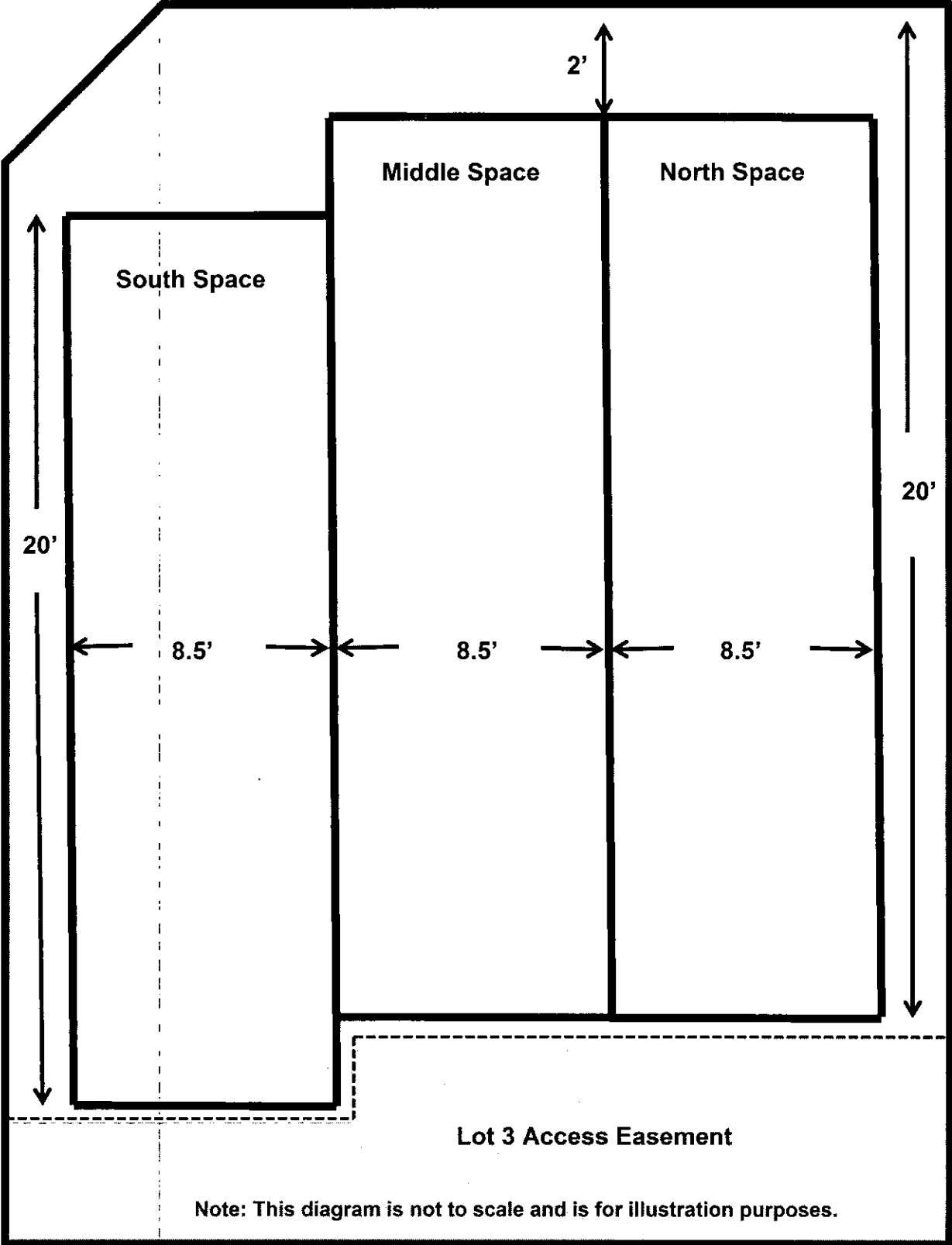
Together with an undivided 1/3 interest in the northwesterly 10.00 feet of the northeasterly 203.00 feet of said southeasterly one-half of Lot 5.



## EXHIBIT B

[Please refer to that certain Judgment Quieting Title and Order Dismissing Remaining Claims with Prejudice recorded July 2, 2012, King County recording number 20120702000622 and the amended Survey recorded October 23, 2013, King County recording number 20131023900005, which are incorporated by reference as if fully set forth on this page.]

# EXHIBIT C



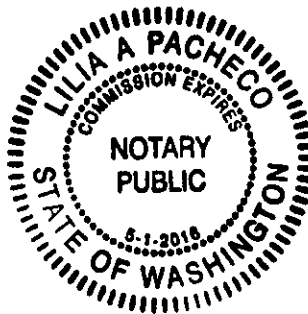
STATE OF WASHINGTON )  
 ) ss. ACKNOWLEDGMENT  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Patrick Hunsaker signed this instrument on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of Hunsaker Parkside, LLC and to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated November 24, 2014

(Seal or Stamp) Lilra A Pacheco

Notary Public - State of Washington  
Residing at Kent, Washington  
My appointment expires May 1, 2016



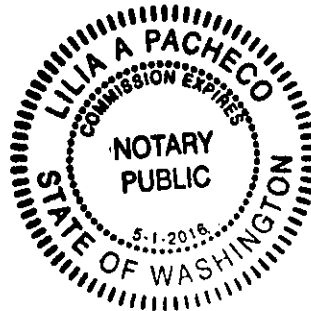
)  
 ) ss. ACKNOWLEDGMENT  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Ann Marie Hunsaker signed this instrument on oath stated that she was authorized to execute the instrument and acknowledged it as a Member of Hunsaker Parkside, LLC and to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated November 24, 2014

(Seal or Stamp) Lilra A Pacheco

Notary Public - State of Washington  
Residing at Kent, Washington  
My appointment expires May 1, 2016



STATE OF WASHINGTON            )  
  ) ss.   ACKNOWLEDGMENT  
COUNTY OF KING                 )

I certify that I know or have satisfactory evidence that Bret W. Chatalas and Angela R. Chatalas signed this instrument on oath and stated that they were authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated NOV 22<sup>nd</sup> 2014

(Seal or Stamp)



Notary Public - State of Washington  
Residing at Woodinville, Washington  
My appointment expires 09/29/2017



STATE OF WASHINGTON        )  
  ) ss.   ACKNOWLEDGMENT  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that Rami Karjian and Susan Karjian signed this instrument on oath and stated that they were authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated Nov 22<sup>nd</sup> 2014

(Seal or Stamp)

*Sadhana Loomba*

Notary Public - State of Washington  
Residing at Woodinville, Washington  
My appointment expires 09/29/2017

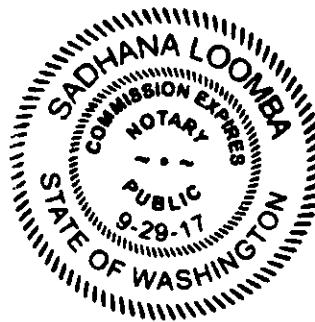


STATE OF WASHINGTON )  
 ) ss. ACKNOWLEDGMENT  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Bret Chatalas signed this instrument on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of MI Cabana, LLC and to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated NOV 22<sup>nd</sup> 2014

(Seal or Stamp)  
*Sadhana Loomba*  
Notary Public - State of Washington  
Residing at Woodinville, Washington  
My appointment expires 09/29/2017



STATE OF WASHINGTON )  
 ) ss. ACKNOWLEDGMENT  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Rami Karjian signed this instrument on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of MI Cabana, LLC and to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated NOV 22<sup>nd</sup> 2014

(Seal or Stamp)  
*Sadhana Loomba*  
Notary Public - State of Washington  
Residing at Woodinville, Washington  
My appointment expires 09/29/2017

