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Lasher Holzapfel Sperry & Ebberson, PLLC

601 Union Street, Suite 2600

Seattle, Washington 98101-4000



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PAGE-001 OF 011
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KING COUNTY, WA

EXCLUSIVE DOCK USE EASEMENT

Grantor: Griffith, Hal E. and Joan, husband and wife

Grantee: Griffith, Hal E. and Joan, husband and wife

Legal Description: Gov. Lot 4, Sec. 7, Twp. 24 North, Range 5 East, W.M.
(abbreviated) Full Legal Descriptions on Pages 5-8

Tax Parcel Nos.: 413930-0360-04 and 413930-0405-01

THIS Exclusive Dock Use Easement is made this 18th day of April, 2012, by and between Hal E. Griffith and Joan Griffith (collectively the "Grantor") and Hal E. Griffith and Joan Griffith (collectively the "Grantee").

RECITALS

A. Grantors are the owners of certain real property legally described on Exhibit B attached hereto ("Parcel A").

B. Grantees are the owners of certain real property legally described on Exhibit A attached hereto ("Parcel B").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Grant of Exclusive Dock Easement.** Grantor does hereby grant and convey to Grantee and its heirs, successors and assigns, for the benefit of Parcel B, an exclusive perpetual easement for dock use, access, ingress, egress and utilities, over, under and across Parcel A as legally described and cross-hatched on Exhibit C. Grantee may use this area for whatever purpose they desire. This exclusive easement also permits Grantee to keep any watercraft and related items temporarily or permanently on the dock space described on Exhibit C, and to use any waterways surrounding the dock for ingress or egress of watercraft.

2. **Maintenance and Liability Agreement.** The responsibility for and cost of maintenance and/or repair of any improvements, roadways and/or utilities constructed upon, under or within the easement granted herein shall be borne by the owners of Parcel B, their heirs, successors and assigns; provided, however, that where utility systems are used in common, no owner shall be liable for any portion of a commonly used utility system above or beyond said owner's point of connection to the same. Notwithstanding the above, Grantor agrees to provide any requested assistance related to gaining approval (City of Mercer Island or otherwise) for any maintenance or repairs related to the property included in this easement or the improvements thereupon.

3. **Duration.** The term of said easement shall be indefinite and shall continue until revoked by the mutual agreement of Grantor and Grantee or their heirs, successors or assigns. Said easement is intended to and shall run with the land and the benefits and burdens of the easement herein created shall pass to the heirs, successors and assigns of the parties in and to their respective properties benefited and burdened by these easements.

4. **Costs and Attorneys' Fees.** If any party hereto shall bring any suit, arbitration or other action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such sum as the Court, or arbiter may determine to be a reasonable attorney's fee.

5. **Specific Performance.** If any party shall default in its obligations under this Agreement, the parties each acknowledge that it would be extremely difficult to measure the resulting damages. Accordingly, any nondefaulting party, in addition to any other rights or remedies, shall be entitled to restraint by injunction of a violation, or attempted or threatened violation, of any condition or provision of this Agreement, or to a decree specifically compelling performance of any such condition or provision. In such event, all parties hereto each expressly waive their defense that a remedy in damages or at law would be adequate.

6. **Documents.** Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.

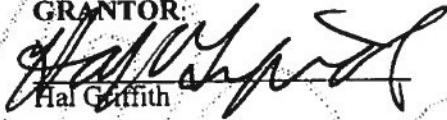
7. **No Termination Upon Breach.** No breach of this Agreement shall entitle either party to cancel, rescind or otherwise terminate this Agreement, provided, however, that this provision shall not limit or otherwise affect any other right or remedy which a party may have hereunder by reason of any breach of this Agreement.

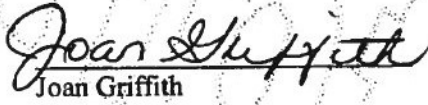
8. **Non-Merger.** The mutual ownership of Grantor and Grantee shall not be deemed to create a merger.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed as of the day and year first above written.

[Signatures on following page]

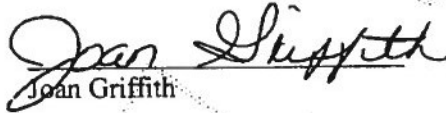
GRANTOR:


Hal Griffith


Joan Griffith

GRANTEE:


Hal Griffith


Joan Griffith

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Hal Griffith is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the authorized agent of the party on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this 18 day of April, 2012.

Notary Public
State of Washington
King County
Oanh DeVore
My Commission Expires
Mar. 20, 2016

OANH DEVORE
(printed name):

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

Seattle
My Commission expires: May 20 2016

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Joan Griffith is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated their authority to execute the instrument and acknowledged it as the authorized agent of the party on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this 18 day of April, 2012.

Notary Public
State of Washington
King County
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OANH DEVORE
(printed name):

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

Seattle
My Commission expires: May 20 2016

EXHIBIT A

PARCEL 1:

THAT PORTION OF GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 4 IN SAID SECTION DISTANT NORTH 89°57'00" WEST 276.00 FEET FROM THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4, AS SHOWN ON ORIGINAL PLAT OF LAKEMONT, AN UNRECORDED PLAT, SAID SOUTHEAST CORNER BEING DISTANT NORTH 89°57'00" WEST 1,333.64 FEET FROM THE SOUTHEAST CORNER OF GOVERNMENT LOT 5 IN SAID SECTION 7; AND RUNNING THENCE NORTH 834 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH 89°57'00" WEST 50.00 FEET;

THENCE NORTH 695 FEET, MORE OR LESS, TO THE SHORELINE OF LAKE WASHINGTON;

THENCE SOUTHEASTERLY ALONG SAID SHORELINE 70 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH FROM THE TRUE POINT OF BEGINNING, HEREINAFTER REFERRED TO AS POINT "A";

THENCE SOUTH 650 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPT THE SOUTH 20 FEET THEREOF FOR ROAD;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING.

(ALSO KNOWN AS TRACT 65, A REPLAT OF TRACTS "E", "F", "G", "H", "I", "J" AND "K" OF LAKEMONT, AN UNRECORDED PLAT.)

PARCEL 2:

BEGINNING AT A POINT 834 FEET NORTH AND 266 FEET WEST OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, SAID POINT BEING 10 FEET EAST OF THE SOUTHWEST CORNER OF LOT D, LAKEMONT, ACCORDING TO THE UNRECORDED PLAT THEREOF;

THENCE NORTH 500 FEET ALONG A LINE 10 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT D;

THENCE AT AN ANGLE TO THE RIGHT, 13°26', TO THE SHORELINE OF LAKE WASHINGTON;

**EXHIBIT A
(continued)**

THENCE NORTHWESTERLY ALONG SAID SHORELINE TO POINT "A", SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT D, AND SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 65, REPLAT OF TRACTS "E", "F", "G", "H", "I", "J" AND "K" OF LAKEMONT ACCORDING TO THE UNRECORDED PLAT THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT D, ALSO BEING THE EAST LINE OF SAID LOT 65, TO A POINT WHICH IS WEST 10 FEET FROM THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF SAID LOT D, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 65;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT D 10 FEET TO THE POINT OF BEGINNING;

EXCEPT THE SOUTH 20 FEET THEREOF FOR ROAD;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING.

EXHIBIT B

THAT PORTION OF GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 834 FEET NORTH AND 211 FEET WEST OF THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4;
THENCE WEST 65 FEET;
THENCE NORTH TO THE SHORE OF LAKE WASHINGTON;
THENCE SOUTHEASTERLY ON SAID SHORE LINE 150 FEET, MORE OR LESS, TO A POINT WHICH IS NORTH OF THE POINT OF BEGINNING;
THENCE SOUTH TO THE POINT OF BEGINNING; TOGETHER WITH ALL SECOND CLASS SHORE LANDS IN FRONT OF SAID PREMISES;
EXCEPT THE SOUTH 212.60 FEET;
EXCEPT THAT PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT 834 FEET NORTH AND 276 FEET WEST OF THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4;
THENCE NORTH TO A POINT 100 FEET SOUTH OF THE SHORE OF LAKE WASHINGTON AND WHICH POINT IS THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 100 FEET TO THE SHORE OF LAKE WASHINGTON;
THENCE ON SAID SHORELINE SOUTHEASTERLY 50 FEET;
THENCE SOUTHWESTERLY TO A POINT 10 FEET EAST OF THE TRUE POINT OF BEGINNING;

THENCE SOUTH TO A LINE WHICH IS 834 FEET NORTH OF THE SOUTH LINE OF SAID GOVERNMENT LOT 4;
THENCE WEST ON SAID LINE 10 FEET;
THENCE NORTH TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH ALL SECOND CLASS SHORELANDS IN FRONT OF SAID PREMISES;

TOGETHER WITH A PERMANENT EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE FOLLOWING TRACT;

BEGINNING AT A POINT 834 FEET NORTH AND 256 FEET WEST OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 24

EXHIBIT B
(continued)

NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY,
WASHINGTON;
THENCE WEST 10 FEET;
THENCE NORTH 212.60 FEET;
THENCE EAST 10 FEET;
THENCE SOUTH 212.60 FEET TO THE POINT OF BEGINNING;
EXCEPT THE SOUTH 20 FEET THEREOF FOR ROAD.

EXHIBIT C 1 of 3

DOCK EASEMENT AREA
LEGAL DESCRIPTION

COMMENCING AT A POINT 834 FEET NORTH AND 266 FEET WEST OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 24 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, SAID POINT BEING 10 FEET EAST OF THE SOUTHWEST CORNER OF LOT D, LAKEMONT, ACCORDING TO THE UNRECORDED PLAT THEREOF;
THENCE NORTH 01°13'19" EAST (*DEED NORTH*) 500 FEET ALONG A LINE 10 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT D;
THENCE AT AN ANGLE TO THE RIGHT, 13°26', A DISTANCE OF 83.47 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 75°20'41" EAST A DISTANCE OF 1.00 FEET;
THENCE NORTH 39°16'39" EAST A DISTANCE OF 21.9 FEET, MORE OR LESS, TO THE SHORELINE OF LAKE WASHINGTON;
THENCE NORTHWESTERLY ALONG SAID SHORELINE TO POINT THAT BEARS NORTH 14°39'19" EAST FROM THE POINT OF BEGINNING;
THENCE SOUTH 14°39'19" WEST A DISTANCE OF 32.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING AND STATE OF WASHINGTON.



CONCEPT ENGINEERING, INC.

455 Rainier Boulevard North
Issaquah, Washington 98027
(425) 392-8055, Fax: (425) 392-0108

CEI JOB NO. 31092
DATE: 3/29/12

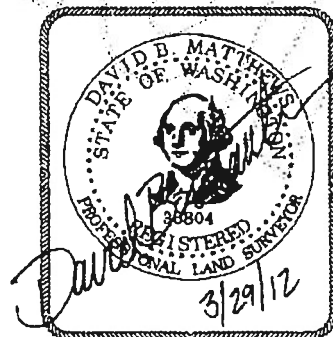
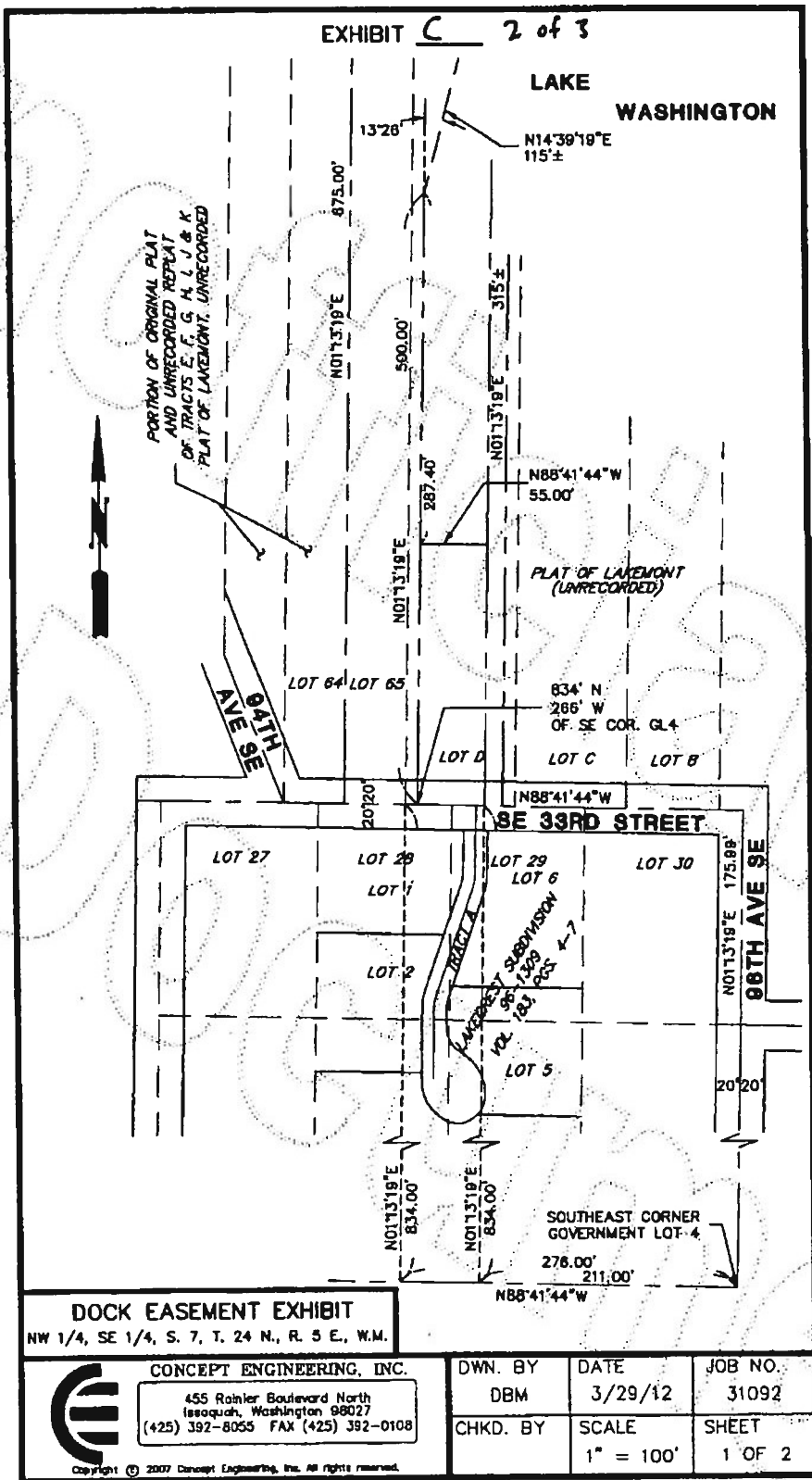


EXHIBIT C 2 of 3

LAKE WASHINGTON



DOCK EASEMENT EXHIBIT
 NW 1/4, SE 1/4, S. 7, T. 24 N., R. 5 E., W.M.

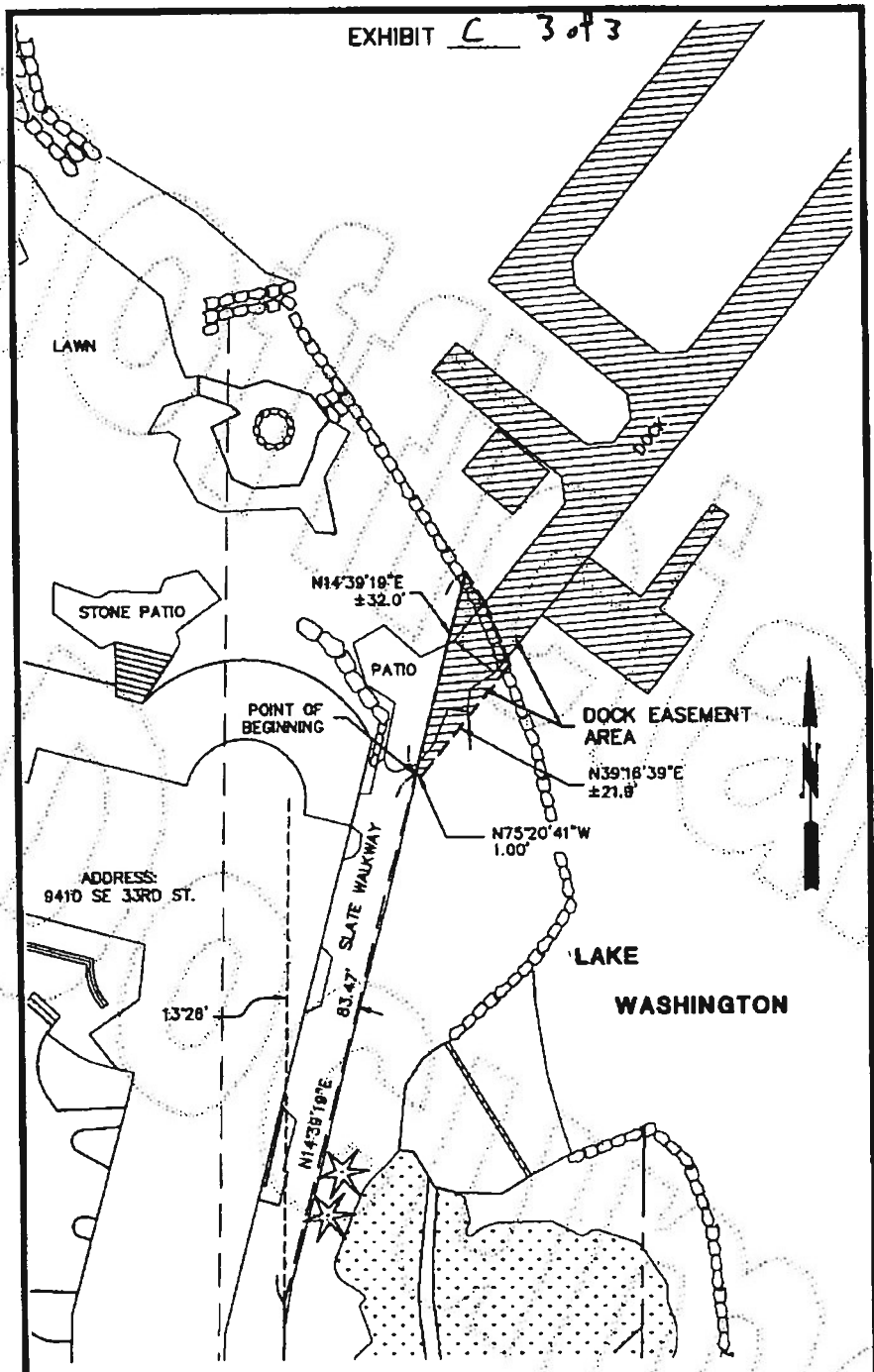


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 Issaquah, Washington 98027
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DWN. BY	DATE	JOB NO.
DBM	3/29/12	31092
CHKD. BY	SCALE	SHEET
	1" = 100'	1 OF 2

EXHIBIT C 3 of 3



DOCK EASEMENT EXHIBIT
 NW 1/4, SE 1/4, S. 7, T. 24 N., R. 5 E., W.M.

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DWN. BY	DATE	JOB NO.
DBM	3/29/12	31092
CHKD. BY	SCALE	SHEET
	1" = 20'	2 OF 2