

Return Address:
James Cherberg
9418 SE 33rd Street
Mercer Island, WA 98040

**JOINT AGREEMENT
For
ADJACENT MOORAGE FACILITY AND BOAT LIFT**

Licensors: Griffith, Hal E. and Griffith, Joan I.
Licensees: Cherberg, James W. and Cherberg, Nan Chot

Properties Legal Description:

Ptn. Gov. Lot 4, Sec. 7, TWP 24 N., RG. 5 E., W.M.

Full legal on Exhibit A for Licensors and Exhibit B for Licensees.

Licensors' Property Tax Parcel ID No.: 413930-0360-04

Licensees' Property Tax Parcel ID No.: 413930-0405-01

THIS JOINT AGREEMENT ("Agreement") is entered into this 1ST day of August 2022. The parties ("Parties") to this Agreement are Hal E. Griffith and Joan I. Griffith, husband and wife (Licensors), and James W. Cherberg and Nan Chot Cherberg, husband and wife (Licensees).

A. Description of Properties. The Licensees own certain subject real property commonly known as Tax Parcel No. 413930-0405-01, 9418 SE 33rd Street, Mercer Island, WA 98040 and legally described in Exhibit B ("Licensees Property"). The Licensors own certain adjacent real property next to subject site commonly known as Tax Parcel No. 413930-0360-04, 9410 SE 33rd Street, Mercer Island, WA 98040, and legally described in Exhibit A ("Licensors Property").

B. Improvements. Licensees wish to construct, make alterations to or has constructed the private improvements described as a dock structure or moorage facility located as shown in Exhibit C ("Improvements"). The Improvements that currently exist or will be constructed and located according to Exhibit C on property owned by Licensees are located within 35'-0" setback of the adjacent moorage structure owned or controlled by Licensors.

Former MICC 19.07.110(D)(2) (Table B) is applicable to the Cherberg Dock. Note B. requires 35 feet setback between adjoining moorage structures except where moorage facility (referenced herein as Improvements) is built pursuant to the joint agreement that includes the area of permitted covered moorage and moorage facilities, two adjoining single family lots. The Licensors are the property owner adjacent to the Improvements.

NOW, THEREFORE the Parties agree as follows:

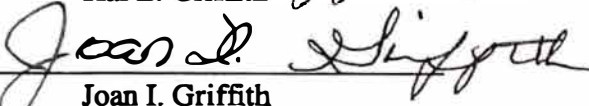
- 1. Approval of Improvements.** The Licensors and Licensees hereby agree that the Improvements may remain or be constructed on the subject Property.
- 2. Termination.** This Agreement shall be valid in perpetuity. The Licensees may elect to terminate this Agreement by providing notice to Licensors and with City approval.
- 3. Removal Upon Termination of the Agreement.** In the event the Improvements fail to meet requirements for a moorage facility structure eligible for a joint agreement as set forth in Former Section 19.07.110(D)(2)(Table B) of the Mercer Island City Code; or threaten public health, safety or welfare, the Licensees shall remove the improvements within sixty (60) days of receiving notice from the City, at Licensees' sole cost and expense.
- 4. Maintenance of Improvements.** Maintenance of the Improvements shall be the sole cost and responsibility of Licensees. The Licensees shall maintain the Improvements according to this Agreement.
- 5. Indemnification.** The Licensees and Licensors hereby agree to indemnify and hold the City, its elected officials, officers, employees, agents and assigns harmless from any and all claims, demands, losses, actions, liabilities (including all costs and attorney fees) arising out of damages to persons or property resulting from the construction, location or removal of the Improvements. The provisions of this Section shall survive the expiration or termination of this Agreement.
- 6. Recording Requirement.** The Licensees shall record this Agreement against their Property and the Licensors' Property with the King County Recorder's Office and pay all recording fees. This Agreement shall run with the land, and therefore bind Licensees and Licensors, Licensees' and Licensors' heirs, assigns and any subsequent owners of the Properties. Conformance with the code exists when the City receives a copy of the recorded Agreement from the Recorder's Office and all permits are obtained.
- 8. General Provisions.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement, namely the location of dock improvements on Exhibit C and the waiver of the 35 feet setback rule. This Agreement does not address any other issues between the parties, and the parties specifically reserve all rights and remedies thereof, and specifically do not waive or release any of those other rights

and remedies by entering into this Agreement, which Agreement is designed to solely complete Licensors' promise to do so and for no other purpose. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

LICENSORS:



Hal E. Griffith

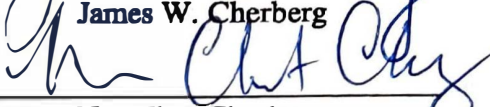


Joan I. Griffith

LICENSEES:



James W. Cherberg



Nan Chot Cherberg

Exhibit A
GRIFFITH PROPERTY

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 said 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;

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.

Situate in the County of King, State of Washington.

Tax Parcel ID No.: 413930-0360-04

Exhibit B
CHERBERG PROPERTY

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:

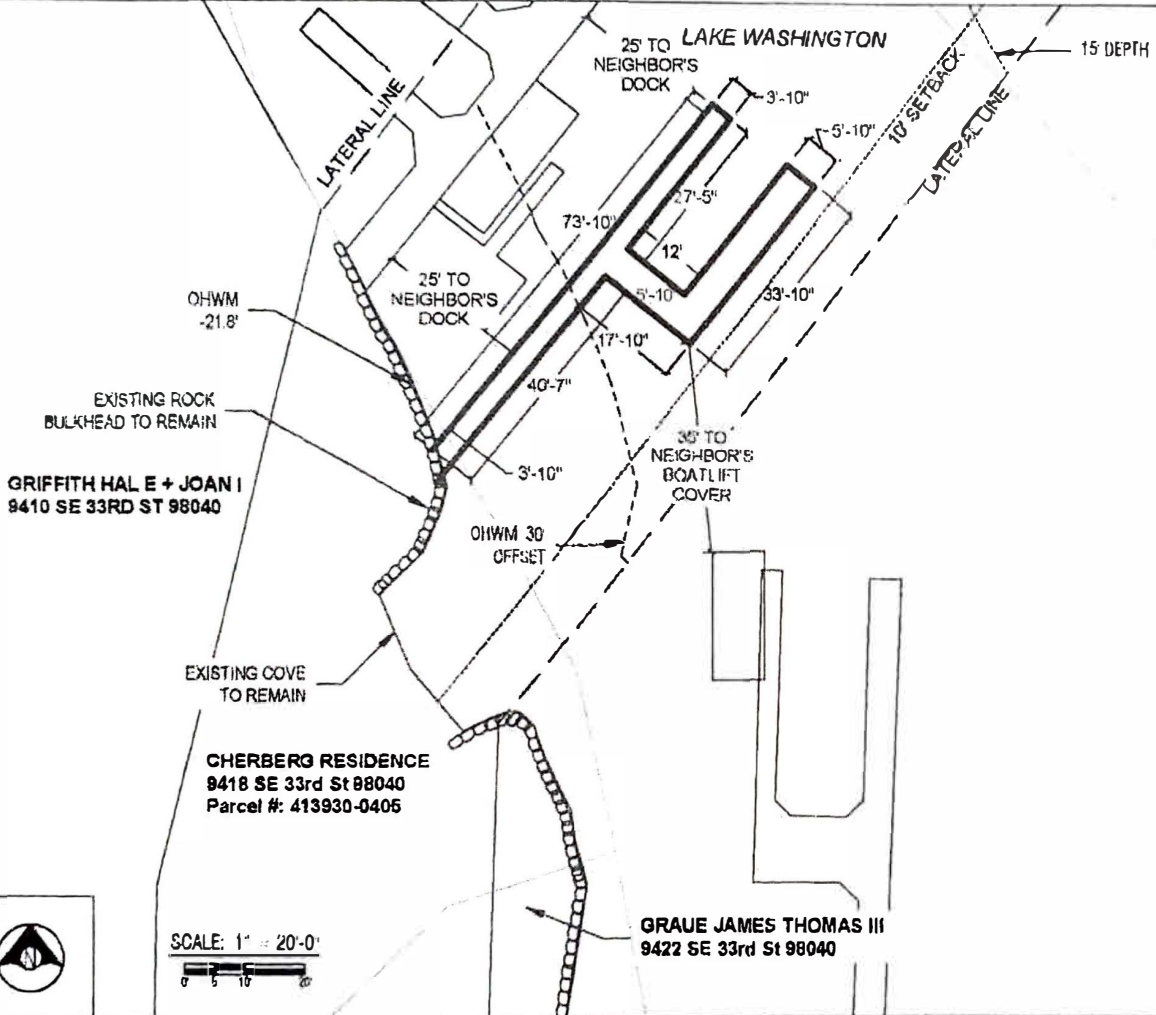
Beginning at a Point 834 feet North and 276 feet West of the Southeast corner of said Government Lot 4;
Thence North to A Point 100 feet South of the shore of Lake Washington and which point is the true Point of Beginning;
Thence continuing North 100 feet to the shore of Lake Washington;
Thence on said 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;

Situate in the County of King, State of Washington.

Tax Parcel ID No.: 413930-0405-01

JOINT USE AGREEMENT - Cherberg Dock Layout EXHIBIT C



County: King County
 Location: Lake Washington
 Applicant: Cherberg Residence
 9418 SE 33rd Street
 Mercer Island, WA 98040
 Datum: CORPUS OF ENGINEERS 1919
 SE Quarter Of Section 07, Township 24, Range 05
 Created:
 Last Updated: 7/11/2022 7:10 PM Keise



Seaborn Pile Driving
 1080 W Ewing St
 Seattle, WA 98119
 Office: 206-236-1700 ext. 3
 www.seabornpiledriving.com