

85/09/11
RECD F 11.00
CASHSL
400
#0896 A
***11.00
55

PROPERTY LINE AGREEMENT

THIS PROPERTY LINE AGREEMENT is entered into between the State of Washington Department of Natural Resources, hereinafter referred to as the "Department" and Mercerwood Shore Club, the owner of real property described herein, hereinafter referred to as "the Owner."

WHEREAS, the Washington State Harbor Line Commission adopted Resolution No. 461 on the 3rd day of July 1984 which provides as follows:

"NOW, THEREFORE, BE IT RESOLVED,

- (1) That the Inner Harbor Line being the Line of Navigability be located around the island of Mercer Island as indicated by the green line of the work maps presented to the Harbor Line Commission on this date. No Harbor Reserve Area is established by this Resolution, or by the Setting of the Inner Harbor Line.
- (2) That the Department prepare and adopt formal plats reflecting the location of this line.
- (3) That the Department shall enter into property line agreements with the owners of existing structures which extend beyond the established line. Such agreements shall be recorded with the King County Department of Records and shall permit the use of the beds of Lake Washington to continue without charge as long as the placement, size, general construction, and use of the structures remains substantially the same; provided that such agreements shall be consistent with the constitutional and

BY THE DIVISION OF
RECORDS & EVIDENCE
KING COUNTY
Sep 11 2 53 PM '85

RECEIVED THIS DAY

8509110896

statutory provisions relating to the harbor areas."

WHEREAS, the Owner is the owner of the following described property situated in the City of Mercer Island, King County, Washington (hereinafter referred to as "the Property"):

See Exhibit #1 attached

WHEREAS, in accordance with the Harbor Line Commission Resolution No. 461, the Commission established an Inner Harbor Line around the City of Mercer Island, and the Department has prepared and adopted formal plats reflecting the location of the Inner Harbor Line, and

WHEREAS, in accordance with Harbor Line Commission Resolution No. 461, it is the desire of the Department and the Owner to permit the Owner to continue to occupy the beds of Lake Washington with the structures which exist as of the date of this agreement, without charge, as long as the placement, size, general construction, and the use of the structures remain substantially the same.

NOW, THEREFORE, in consideration of the covenants contained herein, it is agreed as follows:

The Owner agrees not to challenge or contest the setting of the Inner Harbor Line as located by the Department.

The Department agrees that the Owner shall be permitted to continue to use the beds of Lake Washington for the placement of the structures which exist thereon as of the date of this agreement.

8509110896

001296

The parties agree that the structures shall be allowed to continue to exist so long as they are used for ~~single family residential~~ non-commercial recreational moorage facilities. ~~purposee~~. The Owner shall be permitted to repair, maintain and reconstruct the structures so long as the placement, size and general construction of the structures are substantially as depicted on Exhibit #2. Exhibit #2 shows the general location and size of the structures which extend beyond the established Inner Harbor Line.

The Owner agrees to maintain, at his sole cost, the existing structures in good condition and repair. Failure to comply with this provision shall be cause for revocation of permission to occupy the beds of navigable water waterward of the Inner Harbor Line free of charge and in addition, the Department shall have the right to remove that portion of the structure which is waterward of the Inner Harbor Line and to recover from the Owners all costs occasioned thereby. The Department shall give the Owner a minimum of sixty (60) days notice of any necessary maintenance prior to revocation or removal.

The Onwer agrees to defend and hold the State harmless from any and all claims suffered or alleged to be suffered, or arising out of the existence or use of the Owner's structures.

The parties intend that the covenants contained herein shall run with the land and shall inure to the benefit of and be binding upon the parties' successors and assigns.

DATED this 1st day of July, 1985.

8509110896

001297

MERCERWOOD SHORE CLUB

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Laurie Griffin

BY J. A. Stearns

STATE OF WASHINGTON)
) SS
County of King)

I, the undersigned, a Notary Public, do hereby certify that on this 1st day of July, 1985, personally appeared before me Laurie Griffin of the Mercerwood Shore Club, City of Mercer Island, Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said Property Line Agreement. same as his free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said Property Line Agreement.

8509110896



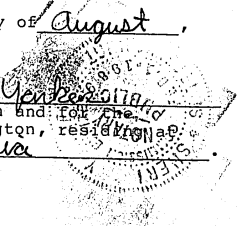
Laurie Ochi
Notary public in and for the
State of Washington, residing
at Renton

STATE OF WASHINGTON,)
) SS
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 28th day of August, 1985, personally appeared before me J. A. Stearns of the Department of Natural Resources, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said Property Line Agreement.

Given under my hand and official seal this 28th day of August, 1985.

Sheri Genter
Notary public in and for the
State of Washington, residing at
Olympia



001298

EXHIBIT #1

PARCEL A:

EXHIBIT #1

Lots 2 and 3 and the northeasterly 25 feet of Lot 4, Mercerwood Division No. 4, according to the plat thereof recorded in Volume 56 of Plats, page 97, in King County, Washington.

PARCEL B:

The south 60 feet of Lot 14, all of Lots 15, 16 and 17, Lakeholm Addition, according to the plat thereof recorded in Volume 12 of Plats, page 52, in King County, Washington.

TOGETHER WITH second class shorelands adjoining and together with that portion of vacated street adjoining on the west, which upon vacation attached to said property by operation of law.

PARCEL C:

That portion of the northeast quarter of the northeast quarter of Section 18, Township 24 North, Range 5 East, W.M., in King County, Washington, lying east of East Mercer Way;

EXCEPT that portion thereof lying north of the westerly extension of the south line of Lot 2, said Lakeholm Addition; and

EXCEPT that portion thereof heretofore conveyed to King County for road by deed recorded under King County Recording Number 3018350; and

EXCEPT that portion thereof platted as Mercerwood Division No. 4, according to the plat thereof recorded in Volume 56 of Plats, page 97, in King County, Washington; and

EXCEPT that portion of the northeast quarter of the northeast quarter of Section 18, Township 24 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the most northerly corner of Lot 1, Mercerwood Division No. 4, according to the plat thereof recorded in Volume 56 of Plats, page 97, in King County, Washington; thence north 50°22'05" east along the southeasterly margin of East Mercer Way 21.01 feet to a point of curve therein; thence continuing along said southeasterly margin following an arc curve to the left having a radius of 470.97 feet, an arc distance of 158.10 feet to a point of reverse curve; thence along an arc of a curve to the right having a radius of 20 feet an arc distance of 52.35 feet to a point of tangency and the intersection of said curve with the west margin of 100th Avenue Southeast; thence south 1°05'58" west along said west margin, 144.31 feet to an intersection with the northeasterly production of the southeasterly line of said Lot 1;

8509110896

001299

8509110896

thence south 50°22'05" west along said production 103.72 feet to the most easterly corner of said Lot 1; thence north 39°37'59" west along the northeasterly line of said Lot 1, 115.00 feet to the point of beginning; and EXCEPT that portion thereof described as follows: Beginning at a point on the south line of said northeast quarter of the northeast quarter which is south 88°28'12" east 174.47 feet from the most westerly corner of Lot 5 of said Mercerwood Division No. 4; thence north 50°22'05" east along the southeasterly line of Lots 5 and 4, respectively 178.61 feet; thence south 39°37'55" east 32.00 feet; thence south 73°39'10" east 137.65 feet; thence south 64°20'10" east 142.45 feet, more or less, to said south line of said subdivision; thence north 88°28'12" west along said south line 418.56 feet to the most southerly corner of said Lot 5 and the point of beginning; and EXCEPT that portion of the northeast quarter of Section 18, Township 24 North, Range 5 East, W.M., in King County, Washington, described as follows: Beginning at the northeast corner of said Section 18; thence south 10°05'30" west along the east line of said Section 18, 1040 feet, to the true point of beginning; thence continuing south 1°05'30" west, 60 feet; thence north 88°54'30" west, 80 feet; thence north 1°05'30" west, 60 feet; thence south 88°54'30" east, 80 feet to the true point of beginning.

LAKE

EXHIBIT #2

8509110896

N. 211,425.00
E. 1,662,007.00

44

MERCERWOOD DOCK

N. 211,060.00
E. 1,661,722.00

45

← LINE OF NAVIGABILITY

46

