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Cairncross & Hempelmann
524 Second Avenue, Suite 500
Seattle, WA 98104
Attn: Jonathan Tebbs

Document Title	Shoreland Setback Agreement
Reference Nos. of Related Documents	N/A
Grantor	Michael Vranizan as trustee for the O'Neil Generational Trust 2011, under Irrevocable Living Trust Agreement Dated December 28, 2011
Grantee	Eckhard Evers, an individual
Abbreviated Legal Description	Second Class Shorelands adjacent to Portions of Tracts 5 and 6, Adams Lake Washington Tract, W.M., King County, Washington
Full Legal Descriptions	Exhibits A and B
Tax Parcel Numbers	0046100405; 0046100453

SHORELAND SETBACK AGREEMENT

This Shoreland Setback Agreement (“**Agreement**”) is entered into by and between Michael Vranizan as trustee for the O’Neil Generational Trust 2011, under Irrevocable Living Trust Agreement Dated December 28, 2011 (“**O’Neil**”) and Eckhard Evers (“**Evers**”).

Recitals

A. O’Neil owns real property located at 4452 Ferncroft Road, Mercer Island, Washington (King County parcel no. 0046100405) and legally described on attached Exhibit A (“**O’Neil Property**”).

B. Evers owns real property located at 4456 Ferncroft Road, Mercer Island, Washington (King County parcel no. 0046100453) and legally described on attached Exhibit B (“**Evers Property**”). The Evers Property abuts the southern boundary of the O’Neil Property. Together, the Evers Property and O’Neil Property are referred to herein as the “**Properties**.”

C. Recently, a dispute arose between parties regarding use, ownership, and maintenance of a dock that is located on the Evers Property (the “**Dock**”) with finger piers that extend onto the O’Neil Property. An aerial photograph of the Dock and finger piers extending onto the O’Neil Property is attached as Exhibit C. To resolve the dispute, O’Neil has agreed to seek permits to build a separate dock entirely on the O’Neil Property (the “**O’Neil Dock**”). Likewise, Evers has agreed to seek permits to rebuild and/or restructure the Dock entirely on the Evers Property.

D. The Mercer Island City Code (“**Code**”) requires that shoreland docks be set back at least (10) feet from shoreland lot lines (known as the “**lateral line**” under the Code), unless the neighboring property owners agree otherwise. The Dock currently is within ten (10) feet of the lateral line between the Properties (“**Setback**”).

E. The parties are now executing this Agreement at the request of the City of Mercer Island and to facilitate a settlement between the parties. This agreement shall not be used as an adverse inference or admission of liability or fact against either party hereto.

Terms

- 1. Recitals Incorporated.** The Recitals above are incorporated herein.
- 2. Consent to Dock Location in Setback.** O’Neil hereby consents, subject to paragraph 3 below, to the Dock being located in the Setback in its current location and at its current length, excluding any finger piers or other protrusions extending northward from the north edge of the Dock. This consent applies to the existing Dock and the Dock as it may be rebuilt, reconstructed, replaced, or otherwise relocated in the Setback, provided that O’Neil retains the right to object to the siting of any additional, larger (per square footage), or longer dock in the Setback.
- 3. Effective Date.** No obligation in this Agreement shall be binding on either party unless and until O’Neil receives final approval of all required permits for the construction of the

O'Neil Dock referred to in Recital C above. Upon final approval of all required permits for the construction of the O'Neil Dock, all obligations under this Agreement shall automatically and immediately be binding upon all parties to this Agreement, and the Effective Date of this Agreement shall be the date of such final approval. "Final approval" shall mean the final issuance of the permit(s) and expiration of thirty (30) days after the permit(s) issue with no appeal having been filed or a final decision resolving all such appeals that upholds the permit(s) in their entirety.

4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without respect to their choice of law principles. Any litigation arising out of or related to this Agreement shall be conducted in King County, Washington.

5. Binding Effect. This Agreement and its rights and obligations shall run with the lands described herein and shall bind the parties hereto and their respective successors, heirs, and assigns.

6. Amendments. This Agreement may be changed, modified, or amended in whole or in part only by a written and recorded agreement executed by all parties hereto.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the Setback and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

8. Counterparts. This Agreement may be executed and delivered in any number of counterparts, and such counterparts shall together constitute one and the same instrument.

9. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder shall remain in full force and effect.

10. Attorneys' Fees. If any suit or other proceeding arises out of or in connection with this Agreement, the substantially prevailing party shall be entitled to, in addition to such other relief as may be awarded, reasonable attorneys' fees and all costs and expenses incurred in such proceedings, including on appeal.

[Signatures and acknowledgements on following pages.]

O'NEIL

O'Neil Generational Trust 2011,
under Irrevocable Living Trust Agreement
Dated December 28, 2011

Michael Vranizan

Its: Trustee

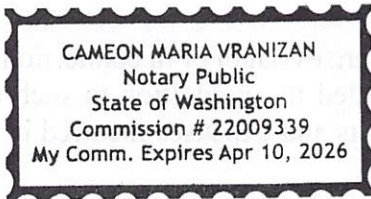
Date: 1/20/2023

STATE OF WASHINGTON)

) ss.
King COUNTY)

I certify that I know or have satisfactory evidence that Michael Vranizan 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 a trustee of the O'Neil Generational Trust 2011, under Irrevocable Living Trust Agreement Dated December 28, 2011, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 20th day of January, 2023



Cameon M. Vranizan
Cameon M. Vranizan
(Print name of notary)

NOTARY PUBLIC in and for the State of
Washington, residing at Spokane WA
My commission expires 04/10/2026

EVERS

Eckhard Evers

Eckhard Evers

Date: 1-30-2023

STATE OF WASHINGTON)
)SS.
King COUNTY)

On this day personally appeared before me Eckhard Evers, to me known to be the individual who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1 day of February, 2023.



Reychyl Ziemer

(Print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My commission expires 1/24/24

[Exhibits on following pages.]

Exhibit A

Legal Description of O'Neil Property

THAT PORTION OF THE NORTH 70 FEET OF THE SOUTH 87.88 FEET OF TRACT 5, ADAMS LAKE WASHINGTON TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 80, IN KING COUNTY, WASHINGTON, LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 22.12 FEET OF TRACT 6 OF SAID PLAT WHICH IS NORTH 89 DEGREES 16 MINUTES 30 SECONDS EAST 314.41 FEET FROM ITS INTERSECTION WITH THE CENTER LINE OF THE 30-FOOT EASEMENT HEREINAFTER DESCRIBED; THENCE NORTH 00 DEGREES 43 MINUTES 30 SECONDS WEST 110 FEET TO THE TERMINUS OF SAID LINE;

TOGETHER WITH SECOND CLASS TIDE LANDS, AS CONVEYED BY THE STATE OF WASHINGTON, TO THE LINE OF MEAN LOW TIDE, SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING THEREON;

(BEING KNOWN AS A PORTION OF TRACTS 6, 7, AND 8, FERNCROFT, ACCORDING TO THE UNRECORDED PLAT THEREOF);

TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES OVER A STRIP OF LAND 30 FEET IN WIDTH LYING 15 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT IN SOUTH LINE OF SAID TRACT 6, SAID ADAMS LAKE WASHINGTON TRACTS WHICH IS NORTH 89 DEGREES 16 MINUTES 30 SECONDS EAST 1125.17 FEET FROM THE SOUTHWEST CORNER THEREOF;
THENCE NORTH 50 DEGREES 04 MINUTES 10 SECONDS EAST 55.11 FEET;
THENCE ALONG ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 150 FEET, A DISTANCE OF 73.00 FEET;
THENCE NORTH 77 DEGREES 57 MINUTES 10 SECONDS EAST 33.94 FEET;
THENCE ALONG ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 100 FEET, A DISTANCE OF 35.63 FEET;
THENCE NORTH 57 DEGREES 32 MINUTES 10 SECONDS EAST 118.74 FEET;
THENCE ALONG ARC OF CURVE TO THE LEFT HAVING A RADIUS OF 100 FEET A DISTANCE OF 70.67 FEET;
THENCE NORTH 17 DEGREES 02 MINUTES 40 SECONDS EAST 61.99 FEET;
THENCE ALONG ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 100 FEET A DISTANCE OF 59.06 FEET;
THENCE NORTH 50 DEGREES 53 MINUTES 10 SECONDS EAST TO NORTH LINE OF SAID TRACT 6, AND TERMINUS OF SAID CENTER LINE ALSO THAT PORTION OF SOUTH 30 FEET OF SAID TRACT 6, LYING BETWEEN MERCER WAY AND FOREGOING DESCRIBED STRIP OF LAND;

TOGETHER WITH EASEMENT FOR ROAD PURPOSES OVER THE FOLLOWING:

BEGINNING AT A POINT WHICH IS THE NORTHWEST CORNER OF THE ABOVE-DESCRIBED MAIN TRACT;

THENCE SOUTH 89 DEGREES 16 MINUTES 30 SECONDS WEST 15 FEET;

THENCE SOUTH 00 DEGREES 43 MINUTES 30 SECONDS EAST 90 FEET;

THENCE SOUTH 89 DEGREES 16 MINUTES 30 SECONDS WEST TO THE SOUTHEASTERLY LINE OF THE ABOVE-DESCRIBED EASEMENT;

THENCE SOUTH 50 DEGREES 53 MINUTES 10 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE TO THE SOUTH LINE OF THE NORTH 22.12 FEET OF TRACT 6 IN SAID PLAT;

THENCE NORTH 89 DEGREES 16 MINUTES 30 SECONDS EAST ALONG SAID LINE 290.26 FEET TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 00 DEGREES 43 MINUTES 30 SECONDS WEST;

THENCE NORTH 00 DEGREES 43 MINUTES 30 SECONDS WEST TO THE TRUE POINT OF BEGINNING.

Exhibit B

Legal Description of Evers Property

THAT PORTION OF THE NORTH 22.12 FEET OF TRACT 6 AND OF THE SOUTH 17.98 FEET OF TRACT 5, ADAMS LAKE WASHINGTON TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 80, IN KING COUNTY, WASHINGTON, LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 22.12 FEET OF TRACT 6 OF SAID PLAT, WHICH IS NORTH 89 DEGREES 16'30" EAST 314.41 FEET FROM ITS INTERSECTION WITH THE CENTERLINE OF THE 30 FOOT EASEMENT HEREINAFTER DESCRIBED;
THENCE NORTH 0 DEGREES 43'30" WEST 40 FEET TO THE TERMINUS OF SAID LINE;

ALSO THAT PORTION OF THE SOUTH 20 FEET OF THE NORTH 42.12 FEET OF TRACT 6, ADAMS LAKE WASHINGTON TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 80, IN KING COUNTY, WASHINGTON, LYING EAST OF A LINE WHICH EXTENDS SOUTH 0 DEGREES 43'30" EAST FROM A POINT ON THE NORTH LINE OF SAID SOUTH 20 FEET WHICH IS NORTH 89 DEGREES 16'30" EAST 285.41 FEET FROM ITS INTERSECTION WITH THE CENTERLINE OF THE 30 FOOT EASEMENT HEREINAFTER DESCRIBED;

TOGETHER WITH SHORELANDS OF THE SECOND CLASS ADJOINING AND LYING BETWEEN THE EASTERLY PRODUCTION OF THE NORTH AND SOUTH LINES OF SAID PORTIONS OF SAID LOTS 5 AND 6 OF ADAMS LAKE WASHINGTON TRACTS;

TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES OVER A STRIP OF LAND 30 FEET IN WIDTH LYING 15 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN SOUTH LINE OF SAID TRACT 6, SAID ADAMS LAKE WASHINGTON TRACTS WHICH IS NORTH 89 DEGREES 16 '30" EAST 1,125.17 FEET FROM THE SOUTHWEST CORNER THEREOF, AND RUNNING
THENCE NORTH 50 DEGREES 04'10" EAST 55.11 FEET;
THENCE ALONG AN ARC OF A CURVE TO RIGHT HAVING A RADIUS OF 150 FEET A DISTANCE OF 73.00 FEET;
THENCE NORTH 77 DEGREES 57'10" EAST 33.94 FEET;
THENCE. ALONG AN ARC OF CURVE TO LEFT HAVING A RADIUS OF 100 FEET, A DISTANCE OF 35.63 FEET;
THENCE NORTH 57 DEGREES 32'10" EAST 118.74 FEET;
THENCE ALONG AN ARC OF CURVE TO LEFT HAVING RADIUS OF 100 FEET, A DISTANCE OF 70.67 FEET;
THENCE NORTH 17 DEGREES 02'40" EAST 61.99 FEET;
THENCE ALONG AN ARC OF CURVE TO RIGHT HAVING A RADIUS OF 100 FEET, A DISTANCE OF 59.06 FEET;

THENCE NORTH 50 DEGREES 53'10" EAST TO NORTH LINE OF SAID TRACT 6, AND THE TERMINUS OF SAID CENTERLINE, ALSO THAT PORTION OF THE SOUTH 30 FEET OF TRACT 6, LYING BETWEEN EAST MERCER WAY AND THE FOREGOING DESCRIBED STRIP OF LAND;

TOGETHER WITH AN EASEMENT FOR ROAD PURPOSES OVER THE FOLLOWING:

BEGINNING AT THE NORTHWEST CORNER OF THE FIRST DESCRIBED MAIN TRACT;

THENCE SOUTH 0 DEGREES 43'30" EAST 20 FEET TO THE TRUE POINT OF THE BEGINNING;

THENCE SOUTH 89 DEGREES 16'30" WEST TO THE SOUTHWESTERLY LINE OF THE ABOVE DESCRIBED EASEMENT;

THENCE SOUTH 50 DEGREES 53'10" WEST ALONG SAID SOUTHEASTERLY LINE TO THE SOUTH LINE OF THE NORTH 22.12 FEET OF TRACT 6 IN SAID PLAT;

THENCE NORTH 89 DEGREES 16'30" EAST ALONG SAID LINE 290.26 TO A POINT WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 0 DEGREES 43'30" WEST;

THENCE NORTH 0 DEGREES 43'30" WEST TO THE TRUE POINT OF BEGINNING.

Exhibit C

Aerial Photograph of the Dock

