

AGREEMENT TO CONSTRUCT DOCK EXTENSIONS

This Agreement is entered into this 25th day of OCTOBER, 2022 by and between MELINA LIN ("Lin") 8630 North Mercer Way, Mercer Island, Washington, 98040 and KAN CUI and YAN LIU ("Cui") 8636 North Mercer Way, Mercer Island, Washington, 98040.

WHEREAS, there is currently an existing dock located on the Lin property which is for the joint use of both parties as described in previous documents.

WHEREAS, the parties desire to provide for the construction by Lin of a separate dock extension which will be exclusively for Lin's use. Lin dock extension has obtained a permit.

WHEREAS, the parties desire to provide for the future construction and use by Cui of an extension of that existing dock.

1. Lin agrees to the current dock being extended up to a length allowed by code and at about the similar length as Lin's proposed approved dock extension, by Cui, under the agreed terms and conditions herein. If this dock extension cannot be approved to a length of 50 feet or more, then this Agreement shall be void and of no effect, except for paragraph 4. This extension is referred to as the Cui new dock extension. This extension is only for a dock extension; no additional structure shall be constructed on the dock without Lin's express consent.

2. The Cui new dock extension must meet the code/standards, and regulations, and Cui must obtain all the required permits, and pay for all the fees, costs, modifications, improvements arising from this dock extension.

3. Using a dock construction company reasonably acceptable to both parties, all applicable shoreline and government standards and regulations will be adhered to. Lin is not held liable legally or financially for any code compliance or claims in any form, due to Cui new dock extension. Lin will be held harmless from any liabilities resulting from the construction and the use by Cui and Cui's guests of the Cui new dock extension.

4. Lin dock extension is solely owned and used by Lin. Lin will have exclusive use of the Lin dock extension and accompanying boat lifts and jet ski lifts which have to date been approved by the government bodies. Lin's dock extension will continue uninterrupted by Cui. Cui agrees not to interfere with the Lin Dock extension project and construction. Cui agrees to the construction of Lin Dock extension. Lin has the exclusive right to decide the usage on the Lin property shoreland that is on the right side of the existing dock.

5. The current Cui moorage ring buoy entitlement and anchor, allows the moorage of a boat in basically the same location as the Cui new dock extension. There are no changes on any existing easements currently in place. But when Cui new dock extension is approved and built, all the easement terms related to ring Buoy and its related rights shall become obsolete and superseded.

6. Financing for the Cui's new dock extension will be solely provided by Cui. Cui shall pay for all the permit fees, Consultants or Contactor's design fees, construction cost, mitigation fees, and any unnamed and unforeseen costs related to Cui new dock extension and modification of the existing dock due to Cui new dock extension. All landscaping within the Cui new dock


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extension project must be inside Cui's easement area or offsite (with the reasonable consent by Lin); and the type and exact location of new landscape must be reasonably approved by Lin.

7. Lin is the owner of all dock structures in place now and in the future (Lin, Cui, and existing dock, boat houses). Cui will be solely responsible for the maintenance and repairs of the Cui new dock extension and Cui's existing jet ski lift and boat lift located inside the boathouse. Lin will be solely responsible for the maintenance and repairs of the Lin dock extension and modification of the existing dock due to Lin new dock extension. Both parties will be responsible for the common dock maintenance and repairs as previously agreed.

7a. **Property Tax Proration.** After the Cui new dock extension has been completed, Cui shall be responsible for the property taxes upon the Cui new dock extension which shall be calculated by a third party at Cui's expenses, and shall be paid by Cui to Lin on a yearly basis in the year in which it is assessed and due by the County. There will be a late fee of 5% of the unpaid tax amount if the payment is more than 30 days past due.

8. This Agreement is not to extend any existing easement rights from the existing dock into the Cui's new dock extension unless otherwise stated. The easement rights for the Cui's new Dock extension are specifically stated in this agreement.

9. Lin is entitled to moor her boat between the existing dock, Cui new dock extension and the Lin dock extension exclusively. Neither Cui nor Lin shall tie any boat or moorage on the right side of Cui's new dock extension. Lin has the exclusive right to tie up and moor boats on the right side of the existing dock, except for satisfying the paragraph 12 for a period of time. Lin will not have access on the top surface of Cui's new dock extension. Cui agrees that their right to limited tie-ups as provided in the July 21, 1994 Amendment to Declarations of Easements, Restrictions and Privileges shall not be located on the right side of the existing dock or on the right side of the Cui new dock extension which is the right side of the dock facing the Lake.

10. Use of Cui new dock extension: no recreation toys shall be left on top of Cui new dock extension. After each use, all items and toys shall be cleaned up off the dock extension surface. The existing restrictions and hours for how to use the common shared dock are applied to the Cui new dock extension.

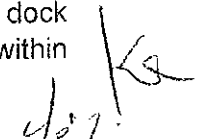
11. Cui shall be granted full long-term perpetual and appurtenant easement rights for use and enjoyment of the Cui new dock extension as described. Cui shall have exclusive use and moorage of the left portion of the Cui new dock extension.

12. After the Lin dock extension is constructed, Cui shall have the limited right to tie-up boats on the open space (right side facing the lake) of the existing dock with Lin's consent which will not unreasonably be withheld, until such time as the Cui new dock extension is constructed, or three and half years from the signing date of this Agreement, whichever comes first.

13. Both parties will fully and in good faith cooperate with each other in the construction of both the Lin and Cui new dock extensions.

14. The terms of this arrangement would be put into writing as some amendments or redrafting of prior Declarations would be required. These amendments will be recorded to King County only after Cui new dock extension has been built. Cui must apply for the Cui new dock extension to the appropriate government authority (in this case the City of Mercer Island) within


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2 years after the date of this Agreement and must substantially construct the new dock extension within three (3) years after all required permits are granted/approved. If either of these time requirements are not met, then this agreement will become void and all easements in this Agreement will be of no effect, except for paragraph 4.

15. The location and construction of the Lin and Cui new dock extension will not impede or obstruct any prior easement rights of either party unless it is stated otherwise.

16. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

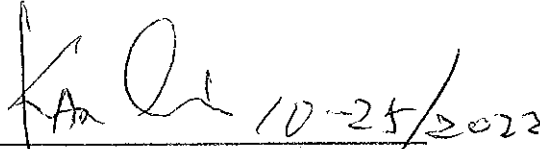
17. The parties hereto shall execute and deliver all documents and provide all information as may be necessary or appropriate to achieve the purposes of this Agreement.

18. This Agreement is not designed to change or alter any previous easement agreements or rulings regarding the waterfront and dock rights of the parties.


19. Cui will drop the Appeal against Lin's dock extension on or before October 25, 2022. Otherwise, this agreement becomes void; and Lin will no longer agree to, nor further discuss the Cui new dock extension, except for paragraph 4.

20. If permits and applications for Cui new dock extension are rejected for any reason, then this Agreement will be invalid and of no further effect.

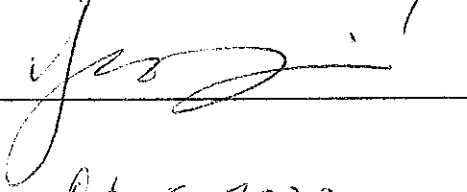
21. The Cui dock extension easement herein shall run with the land.



Kan Cui



Melina Lin October 25, 2022



Yan Liu
Oct. 25, 2022