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 EASEMENT AND AGREEMENT FOR DOCK CONSTRUCTION, USE AND MOORAGE
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THIS EASEMENT FOR DOCK CONSTRUCTION, USE AND MOORAGE
 (this "Easement") is made this 15 day of Aug., 1990
 by and between MERCER CONSTRUCTION AND DEVELOPMENT, INC.
 ("Mercer") and Nelson E. and Lohle DOOLITTLE, husband
 and wife ("Doolittle"). This Easement affects Lot 4, Mercer
 Island Short Plat No. (the "Mercer Lot") and Lot [add
 legal as exhibit if needed] (the "Doolittle Lot").

Mercer is the owner of the Mercer Lot. Doolittle is the owner of the Doolittle Lot.

The parties wish to provide for the construction, use and moorage of a dock to be constructed on the boundary between the Mercer Lot and the Doolittle Lot.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other valuable consideration, the sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. Mercer shall construct a dock (the "Dock") in substantial compliance with the plans attached hereto as Exhibit A. Mercer shall install a slip at least 208 inches wide and ~~40~~ feet long on the east of the Dock ("Slip A"). Mercer shall be entitled to construct a slip of similar size on the west side of the Dock ("Slip B").

2. Doolittle shall have the unrestricted and exclusive right to moor a boat in Slip A. Mercer shall have the unrestricted and exclusive right to moor a boat in Slip B.

3. Except as provided above, Mercer and Doolittle shall each have mutual and nonexclusive rights to use of the Dock for such purposes as are normal and incidental to recreation and moorage, provided that no portion of the Dock, Slip A, or Slip B shall be rented or leased.

4. Doolittle shall be solely responsible for maintenance and repair of Slip A and shall maintain Slip A in reasonably good condition and appearance. Mercer shall be solely responsible for repair and maintenance of Slip B and shall maintain Slip B in reasonably good condition and appearance.

5. Doolittle and Mercer shall share equally any reasonable maintenance, repair, or replacement costs necessary to maintain the Dock in a safe condition and of reasonably good

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DEPARTMENT OF COMMUNITY DEVELOPMENT

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EXCISE TAX NOT REQUIRED

King Co. Records Division

By D. Muller, Deputy



appearance (collectively "Dock Maintenance"). Any party undertaking Dock Maintenance shall notify the other party in writing of the intended Dock Maintenance and the estimated cost thereof not less than fifteen (15) days prior to commencing the Dock Maintenance. If the party not undertaking the Dock Maintenance objects that the Dock Maintenance is not reasonably necessary to maintain the Dock in a safe condition, and of reasonably good appearance, he shall so notify the other in writing within ten (10) days of receiving notice. If the parties are not able to resolve any differences within fifteen (15) days after the proposing party receives notice of objection, either party may submit the dispute to arbitration before a single arbitrator of the American Arbitration Association under the Expedited Rules. The decision of the arbitrator shall be final and may be enforced in any court of competent jurisdiction. The prevailing party in such arbitration shall be entitled to recover its attorneys fees and costs, and the non-prevailing party shall pay all arbitration fees.

6. Covenants Run with the Land. All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Easement shall be binding upon the parties, their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons acquiring any interest in the Mercer Lot, the Doolittle Lot, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties, and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Easement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law.

7. In any action arising out of or relating to this Easement, prevailing party shall be entitled to recover its attorney's fees and costs.

MERCER CONSTRUCTION AND DEVELOPMENT, INC.

By W. E. Belmont
Its General Manager

L. W. Doolittle
Doolittle

Allen E. Doolittle

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