

RECORDED AT THE REQUEST OF:
AND AFTER RECORDING RETURN TO:

Beth A. Clark
Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, Washington 98101



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06/20/2013 11:48
KING COUNTY, WA

SECOND AMENDMENT TO JOINT USE AND MAINTENANCE AGREEMENT
FOR COMMON DOCK AND GRANT OF EASEMENT

Grantor: Paul G. Allen, a single man

Grantee: Paul G. Allen, a single man

Grantor Property
Abbreviated Legal: Parcel A, BLR MI-87-11-17 (H-13),
City of Mercer Island, WA
Complete legal attached hereto as Exhibit A

Grantee Property
Abbreviated Legal: Parcel B, BLR MI-87-11-17 (H-3)
City of Mercer Island, WA
Complete legal attached hereto as Exhibit B

Assessor's Tax Parcel Nos.: 2524049160 and 2524049314

Reference No. King County Rec. No. 8903300487; 20120607001596

SECOND AMENDMENT TO JOINT USE AND MAINTENANCE AGREEMENT
FOR COMMON DOCK AND GRANT OF EASEMENT

This Second Amendment to Joint Use and Maintenance Agreement for Common Dock and Grant of Easement is made and entered into as of the 4 day of April, 2013 by and between Paul G. Allen, a single man (“Grantor”), owner of certain real property located at 6451 W. Mercer Way, Mercer Island, Washington, and legally described herein as the Grantor Property, and Paul G. Allen, a single man (“Grantee”), as owner and successor in interest to E.S.C. Ford, as trustee, for E.S.C. Ford and Amelia A. Ford Trust (“Ford”), in and to certain real property located at 6435 – 77th Avenue S.E., Mercer Island, Washington, and legally described herein as the Grantee Property.

RECITALS

A. Grantor and Ford executed that certain Joint Use and Maintenance Agreement for Common Dock and Grant of Easement recorded March 30, 1989, under King County Recording No. 8903300487 (the “Joint Use Dock Agreement”).

B. The Joint Use Dock Agreement was amended pursuant to that certain Amendment to Joint Use Dock Agreement dated June 5, 2012 and recorded under King County Recording No. 20120607001596 (the “First Amendment”). The Joint Use Dock Agreement and the First Amendment are hereinafter collectively referred to as the “Joint Use Dock Agreement”.

C. Grantor and Grantee now wish to amend the Joint Use Dock Agreement to express their mutual agreement to certain modifications to the Common Dock which is the subject of the Joint Use Dock Agreement.

NOW, THEREFORE , Grantor and Grantee agree as follows:

1. Common Dock Modifications. Grantor and Grantee hereby agree that the Common Dock shall be improved with two (2) jet ski lifts in the location and configuration as depicted in the detail plan attached hereto as Exhibit C.

2. Joint Use and Maintenance. Joint use, maintenance and repair of the jet ski lifts shall be in accordance with all terms and conditions of the Joint Use Dock Agreement.

3. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

4. Law. This agreement shall be governed by the laws of the state of Washington. In the event of any arbitration or litigation to enforce or interpret the rights and

obligations set forth herein, the prevailing party shall be entitled to an award of costs, expenses and attorneys' fees, at trial and on appeal.

5. No Merger. It is the intent of the parties hereto that the agreements expressed herein shall not extinguish or terminate solely by reason of the existing or future common ownership of the real property described herein as the Grantor Property and the Grantee Property.

6. Existing Terms/Capitalized Terms. All terms and conditions of the Joint Use Dock Agreement not otherwise modified herein shall remain in full force and effect. All terms capitalized herein and not otherwise defined shall have the meaning set forth in the Joint Use Dock Agreement.


DATED this 4th day of April, 2013.

Grantor:



Paul G. Allen, a single man

Grantee:



Paul G. Allen, a single man

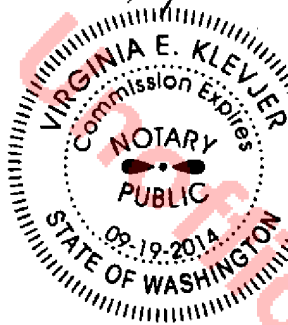
STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Paul G. Allen is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 4th day of April, 2013.



[Signature]
(Signature of Notary)

VIRGINIA E. KLEVJER
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at Renton

My appointment expires 9/19/2014

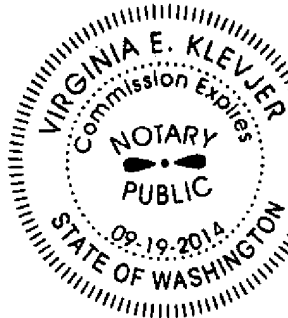
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I certify that I know or have satisfactory evidence that Paul G. Allen is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 4th day of April, 2013.



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(Signature of Notary)

VIRGINIA E. KLEVJER
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at Renton

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EXHIBIT A
TO AMENDMENT TO JOINT USE AND MAINTENANCE AGREEMENT
FOR COMMON DOCK AND GRANT OF EASEMENT

Legal Description of Grantor Property

PARCEL A OF MERCER ISLAND BOUNDARY LINE REVISION NO. MI-87-11-17 (H-3), ACCORDING TO THE BOUNDARY LINE REVISION RECORDED UNDER RECORDING NO. 8802099005, BEING A REVISION OF MERCER ISLAND BOUNDARY LINE REVISION NO. MI-86-11-15 (H-3), RECORDED UNDER RECORDING NO. 8703189002, AND

BEING A PORTION OF LOTS A AND B OF MERCER ISLAND SHORT PLAT NO. MI-82-03-06 (FORD), RECORDED UNDER RECORDING NO. 8209169003; TOGETHER WITH LOT 2, PER DOCUMENT RECORDED UNDER RECORDING NO. 9005210718 TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING; RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A;
THENCE S07°35'01"W, 31.00 FEET ALONG THE EAST BOUNDARY OF SAID PARCEL A TO THE SOUTHEAST CORNER OF SAID PARCEL A;
THENCE N88°41'03"W, 125.18 FEET ALONG THE SOUTH BOUNDARY OF SAID PARCEL A;
THENCE N44°42'07"W, 17.46 FEET;
THENCE N00°35'53"E, 8.83 FEET;
THENCE N89°24'07"W, 7.67 FEET;
THENCE N00°35'53"E, 34.54 FEET;
THENCE N44°24'07"W, 35.92 FEET;
THENCE N00°35'53"E, 23.80 FEET;
THENCE N44°24'07"W, 9.19 FEET;
THENCE N00°35'53"E, 6.93 FEET;
THENCE N89°24'07"W, 20.00 FEET;
THENCE S00°35'53"W, 5.45 FEET;
THENCE S45°35'53"W, 12.52 FEET;
THENCE S00°35'53"W, 6.02 FEET;
THENCE S45°35'53"W, 1.25 FEET;
THENCE N73°08'39"W, 19.94 FEET TO A POINT ON A NORTH LINE OF SAID PARCEL A LYING S73°08'39"E, 7.00 FEET FROM THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL A;
THENCE N73°08'39"W, 7.00 FEET TO THE TERMINUS OF THE LINE HEREIN DESCRIBED;

SITUATED IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT A

EXHIBIT B
TO AMENDMENT TO JOINT USE AND MAINTENANCE AGREEMENT
FOR COMMON DOCK AND GRANT OF EASEMENT

Legal Description of Grantee Property

PARCEL B OF MERCER ISLAND BOUNDARY LINE REVISION NO. MI-87-11-17 (H-3), ACCORDING TO THE BOUNDARY LINE REVISION RECORDED UNDER RECORDING NO. 8802099005, BEING A REVISION OF MERCER ISLAND BOUNDARY LINE REVISION NO. MI-86-11-15 (H-3), RECORDED UNDER RECORDING NO. 8703189002; AND

BEING A PORTION OF LOTS A AND B OF MERCER ISLAND SHORT PLAT NO. MI-82-03-06 (FORD), RECORDED UNDER RECORDING NO. 8209169003;

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING;

TOGETHER WITH THAT PORTION OF PARCEL A; ABOVE DESCRIBED SUBDIVISION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A;
THENCE S07°35'01"W, 31.00 FEET ALONG THE EAST BOUNDARY OF SAID PARCEL A TO THE SOUTHEAST CORNER OF SAID PARCEL A;
THENCE N88°41'03"W, 125.16 FEET ALONG THE SOUTH BOUNDARY OF SAID PARCEL A;
THENCE N44°42'07"W, 17.46 FEET;
THENCE N00°35'53"E, 8.83 FEET;

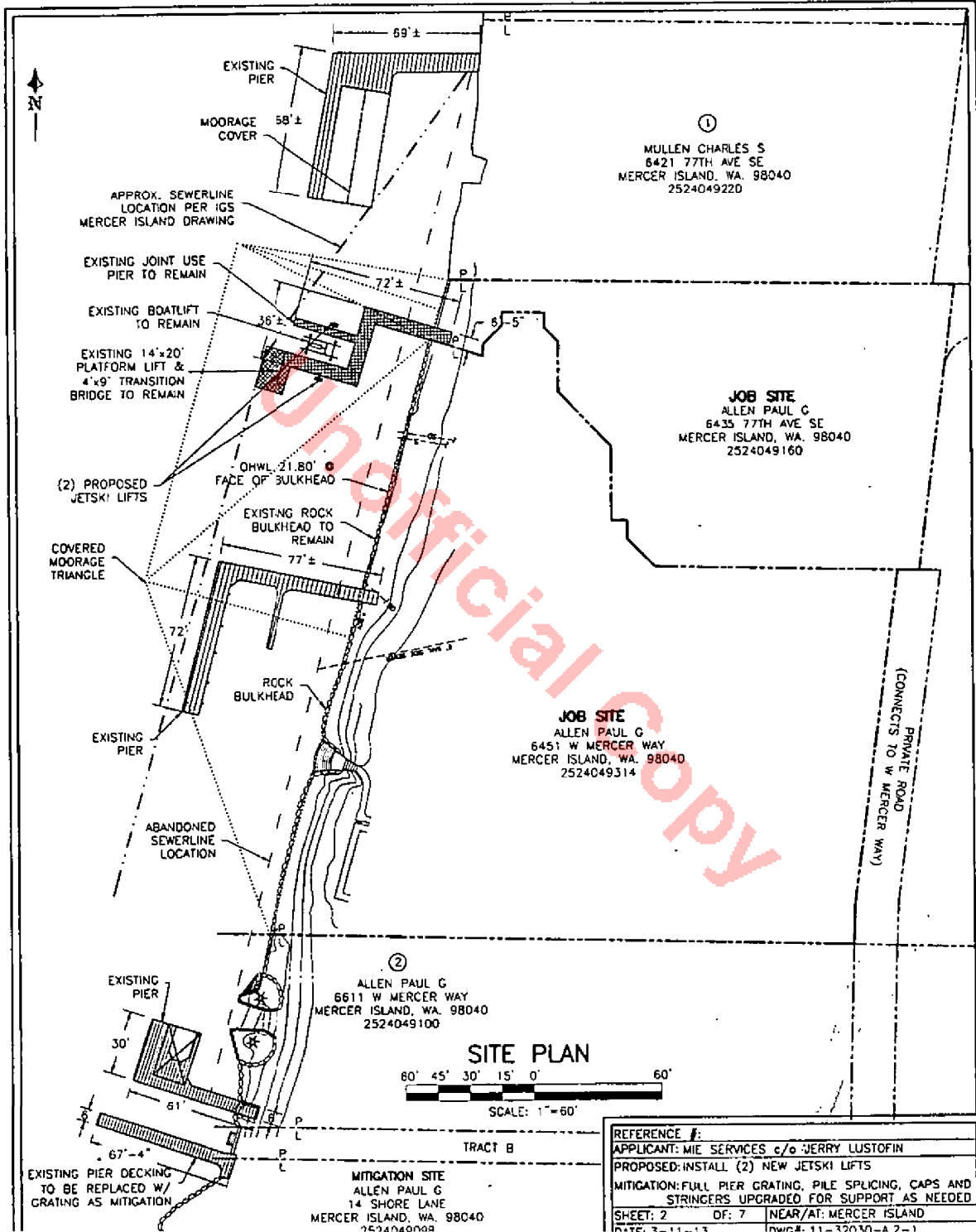
EXHIBIT B

EXHIBIT C

PROJECT DESIGNED BY:

Waterfront Construction Inc.

THIS DOCUMENT IS PROPRIETARY PROPERTY OF WATERFRONT CONSTRUCTION INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF WATERFRONT CONSTRUCTION INC.



REFERENCE #:		
APPLICANT: MIE SERVICES c/o JERRY LUSTOFIN		
PROPOSED: INSTALL (2) NEW JETSKI LIFTS		
MITIGATION: FULL PIER GRATING, PILE SPLICING, CAPS AND STRINGERS UPGRADED FOR SUPPORT AS NEEDED		
SHEET: 2	OF: 7	NEAR/AT: MERCER ISLAND
DATE: 3-11-13		DWG#: 11-32010-A 2-1