

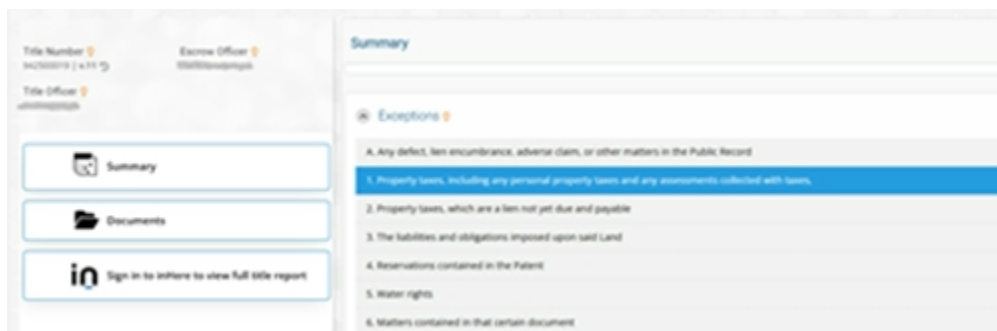
Guarantee

File No.: 0282634-ETU

Title Officer: Eastside Title Unit

Property Address: Parcel A: 7254 North Mercer Way Mercer Island,
WA 98040 Parcel B: 7260 North Mercer Way Mercer Island, WA 98040
END OF SCHEDULE B

Welcome to the new titleLOOK®!



titleLOOK upgrades the traditional title report experience from a static report with large zip files of supporting documents to a real-time interactive title report. With titleLOOK, you'll enjoy:

- an easy-to-use summary page of your report findings
- color-coded requirements and exceptions so you can focus on what is important
- hyperlinks directly into the documents referenced on your report
- a transparent and convenient title report experience

[Click to view custom titleLOOK®](#)

inHere®

When you click on the above button/link to access your titleLOOK report, you will be taken to inHere, our platform designed to transform the experience of buying or selling real estate from the moment a transaction is started all the way through closing. inHere provides a safe and convenient method of delivering documents and information about your real estate transaction.

SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

0282634-ETU - FOURTH

CHICAGO TITLE INSURANCE COMPANY a corporation, herein called the Company

GUARANTEES

GIB Development LLC, a Washington limited liability company; and Homes & Equity Real Estate Group

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company of Washington
11900 NE 1st St., Suite 110
Bellevue, WA 98005

Countersigned By:

J.L. Jackson
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:

Title Officer: Eastside Title Unit
Chicago Title Company of Washington
11900 NE 1st St., Suite 110
Bellevue, WA 98005
Main Phone: (425)646-9883
Email: eastsidetitle@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.70

Effective Date: December 23, 2025 at 12:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is [vested in:](#)

GIB Development LLC, a Washington limited liability company, as to Parcel A; Paul Drayna, Trustee of the MCW Trust, dated November 7, 2024, as to Parcel B

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 531510-0056-00 and 531510-0055-01

PARCEL A:

LOT 1, MERCER ISLAND SHORT PLAT NO. SUB 13-008, RECORDED UNDER [RECORDING NUMBER 20160802900008](#), RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH AN UNDIVIDED INTEREST IN TRACT X.

PARCEL B:

LOT 2, MERCER ISLAND SHORT PLAT NO. SUB 13-008, RECORDED UNDER [RECORDING NUMBER 20160802900008](#), RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH AN UNDIVIDED INTEREST IN TRACT X.

TOGETHER WITH SECOND CLASS SHORELANDS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

SCHEDULE B**GENERAL EXCEPTIONS:**

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

GENERAL EXCEPTIONS

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on McGilvra's Island Addition:

[Recording No:](#) [520803](#)

2. Deed and the terms and conditions thereof:

[Recording No.:](#) [369897](#)

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mercer Island Sewer District
Purpose: Sewer
Recording Date: January 18, 1956
[Recording No.:](#) [4655698](#)
Affects: Reference is hereby made to document for full particulars

4. Agreement and the terms and conditions thereof:

Recording Date: August 3, 1967
[Recording No.:](#) [6213446](#)

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Seattle
Purpose: Utilities
Recording Date: January 13, 1969
[Recording No.:](#) [6457793](#)
Affects: Reference is hereby made to document for full particulars

6. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Recording Date: November 8, 2001
[Recording No.:](#) [20011108900007](#)

SCHEDULE B

(continued)

7. Encroachment License Agreement and the terms and conditions thereof:

Recording Date: October 19, 2010

[Recording No.:](#) [20101019000405](#)

8. Agreement for Utility and Access Easements and the terms and conditions thereof:

Recording Date: February 9, 2011

[Recording No.:](#) [20110209000424](#)

9. Agreement for Shared Dock and Easement and the terms and conditions thereof:

Recording Date: February 9, 2011

[Recording No.:](#) [20110209000425](#)

Termination recorded under [Recording Number 20231011000600](#), and rerecorded under [Recording Number 20241112000970](#).

10. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Pirak Short Plat Mercer Island Short Plat No. SUB 08-009:

[Recording No:](#) [20110209900004](#)

11. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Recording Date: October 27, 2011

[Recording No.:](#) [20111027900002](#)

12. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Mercer Island Short Plat No. SUB 13-008:

[Recording No:](#) [20160802900008](#)

13. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:

Recording Date: September 27, 2016

[Recording No.:](#) [20160927001744](#)

Affects: Parcel A

SCHEDULE B

(continued)

14. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:

Recording Date: May 2, 2017
[Recording No.: 20170502000498](#)
Affects: Parcel B

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Energy, Inc.
Purpose: Utilities
Recording Date: October 25, 2019
[Recording No.: 20191025000506](#)
Affects: Reference is hereby made to document for full particulars

16. Agreement regarding Utility Easement and the terms and conditions thereof:

Recording Date: September 11, 2020
[Recording No.: 20200911000377](#)

17. Easement Agreement and the terms and conditions thereof:

Recording Date: March 8, 2024
[Recording No.: 20240308000027](#)

Termination of Easement Agreement recorded November 19, 2024 under [recording no. 20241119000872](#)

18. Exclusive Perpetual Easement Agreement and the terms and conditions thereof:

Recording Date: December 4, 2024
[Recording No.: 20241204000240](#)

19. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Lake Washington

20. Rights of the State of Washington in and to that portion, if any, of the Land which lies below the line of ordinary high water of Lake Washington.

21. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.

22. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

SCHEDULE B

(continued)

23. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2025
Tax Account No.: 531510-0056-00
Levy Code: 1031
Assessed Value-Land: \$1,849,000.00
Assessed Value-Improvements: \$3,297,000.00

General and Special Taxes:

Billed: \$33,693.82
Paid: \$33,693.82
Unpaid: \$0.00
Affects: Parcel A

24. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2025
Tax Account No.: 531510-0055-01
Levy Code: 1031
Assessed Value-Land: \$4,549,000.00
Assessed Value-Improvements: \$7,272,000.00

General and Special Taxes:

Billed: \$77,373.73
Paid: \$77,373.73
Unpaid: \$0.00
Affects: Parcel B

25. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the year 2026.

26. City, county or local improvement district assessments, if any.

27. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

28. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

NOTES:

SCHEDULE B
(continued)

Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Lot(s): 1 and 2 Mercer Island SP #SUB 13-008; Rec. #20160802900008 Tax/Map ID(s):
Tax Account No.: 531510-0056-00 and 531510-0055-01

Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

Parcel A:

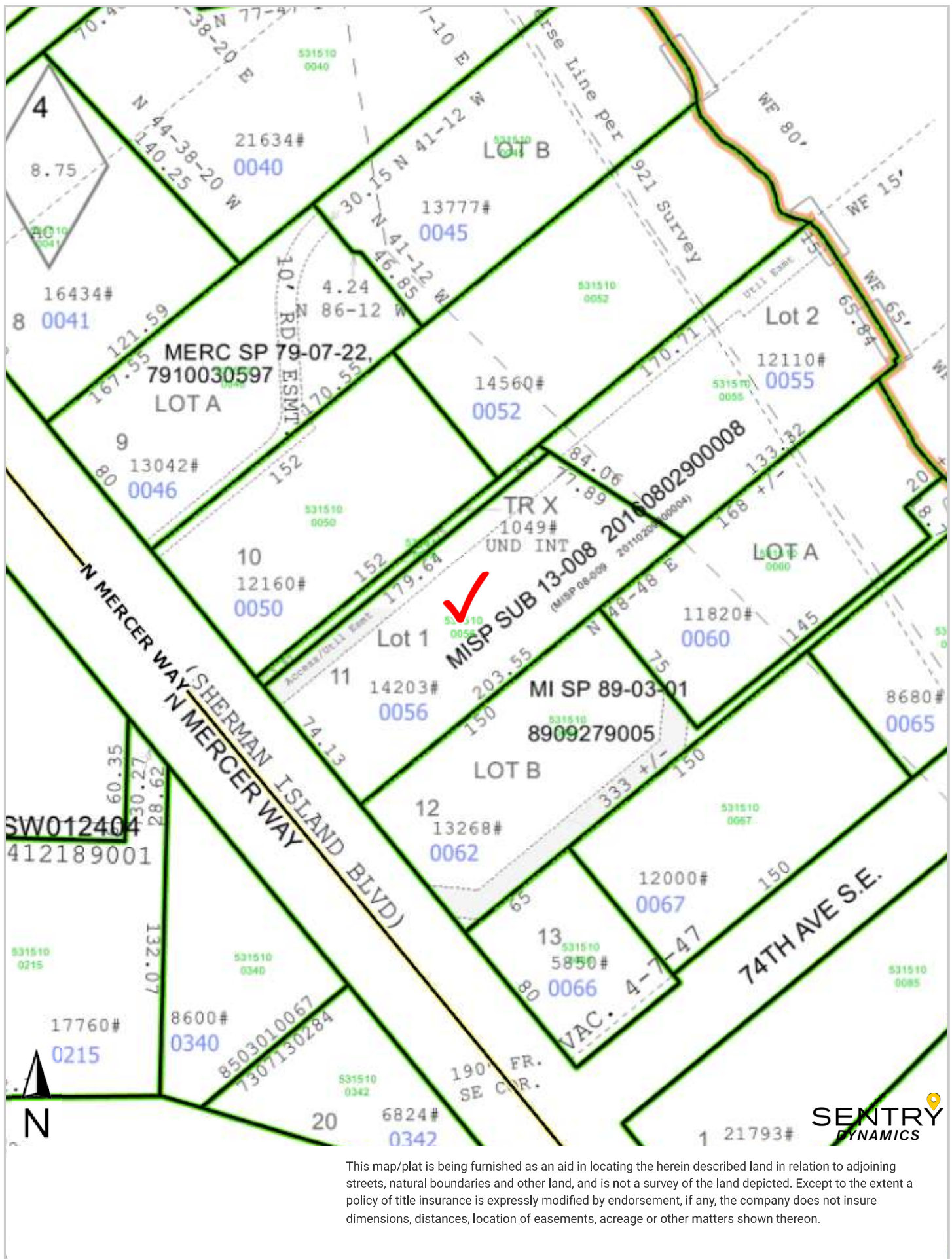
7254 North Mercer Way
Mercer Island, WA 98040

Parcel B:

7260 North Mercer Way
Mercer Island, WA 98040

END OF SCHEDULE B





This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Docusign Envelope ID: 65ECFBF2-86D3-451B-8506-9ABA9590B598

AFTER RECORDING MAIL TO:

MCW Trust
c/o Helsell Fetterman LLP, 800 Fifth Avenue, Suite
3200
Seattle, WA 98104

Filed for Record at Request of:
First American Title Insurance Company

Space above this line for Recordors use only

STATUTORY WARRANTY DEED

File No: **4243-4055760 (MMS)**  FIRST AMERICAN *4243-4055760 December 3, 2024*

Grantor(s): **GIB Development LLC, a Washington limited liability company**

Grantee(s): **Paul Drayna, Trustee of the MCW Trust, dated November 7, 2024**

Abbreviated Legal: **LOT 2, MERCER ISLAND SP NO. SUB 13-008, REC. 20160802900008, KING COUNTY**

Additional Legal on page:

Assessor's Tax Parcel No(s): **531510005501**

THE GRANTOR(S) GIB Development LLC, a Washington limited liability company for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, conveys and warrants to **Paul Drayna, Trustee of the MCW Trust, dated November 7, 2024**, the following described real estate, situated in the County of King, State of Washington.

LEGAL DESCRIPTION: Real property in the County of King, State of Washington, described as follows:

PARCEL A:

LOT 2, TOGETHER WITH AN UNDIVIDED ONE-HALF INTEREST IN TRACT X, CITY OF MERCER ISLAND SHORT PLAT NO. SUB 13-008, RECORDED AUGUST 02, 2016 UNDER RECORDING NO. 20160802900008, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF ADJACENT TO AND ABUTTING THEREON.

PARCEL B:

A NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT AS DELINEATED ON CITY OF MERCER ISLAND SHORT PLAT NO. SUB 13-008, RECORDED AUGUST 02, 2016 UNDER RECORDING NO. 20160802900008, RECORDS OF KING COUNTY, WASHINGTON.

APN: 531510005501

Statutory Warranty Deed
- continued

File No.: 4243-4055760 (MMS)

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

Dated: 12-3-2024

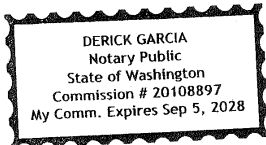
GIB Development LLC, a Washington limited liability company

By: 
Name: Scott S. Gibson
Title: Manager

STATE OF Washington)
COUNTY OF King)-ss
)

This record was acknowledged before me on 12/3/2024 by **Scott S. Gibson**
as **Manager of GIB Development LLC.**





Notary Public
My commission expires: Sep 5, 2028

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

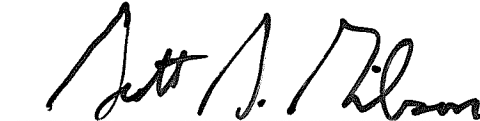
CITY OF MERCER ISLAND
SHORT PLAT
NO. SUB 13-008

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREIN DESCRIBED, DO HEREBY MAKE A SHORT SUBDIVISION THEREOF PURSUANT TO RCW 58.17.060 AND DECLARE THIS SHORT SUBDIVISION TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID SHORT SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

FOR GIB DEVELOPMENT, LLC

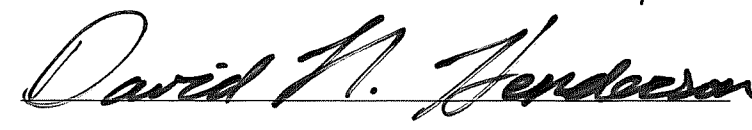

SCOTT GIBSON, ITS MANAGING MEMBER

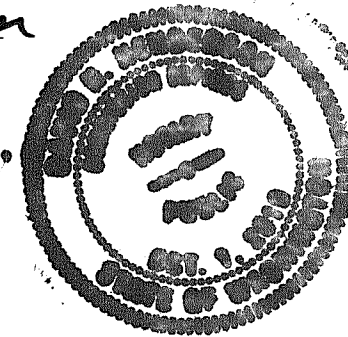
ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF KING)

ON THIS DAY BEFORE ME PERSONALLY APPEARED SCOTT GIBSON, TO ME KNOWN TO BE THE MANAGING MEMBER OF GIB DEVELOPMENT LLC WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 28th DAY OF July, 2016


NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON.
MY COMMISSION EXPIRES October 1, 2019



APPROVALS:

CITY OF MERCER ISLAND PLANNING

EXAMINED & APPROVED THIS 28 DAY OF July, 2016


CODE OFFICIAL

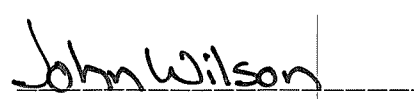
CITY OF MERCER ISLAND ENGINEERING

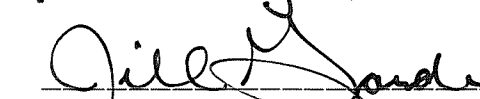
EXAMINED & APPROVED THIS 28th DAY OF July, 2016.


CITY ENGINEER

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED & APPROVED THIS 2nd DAY OF August, 2016


KING COUNTY ASSESSOR


DEPUTY KING COUNTY ASSESSOR

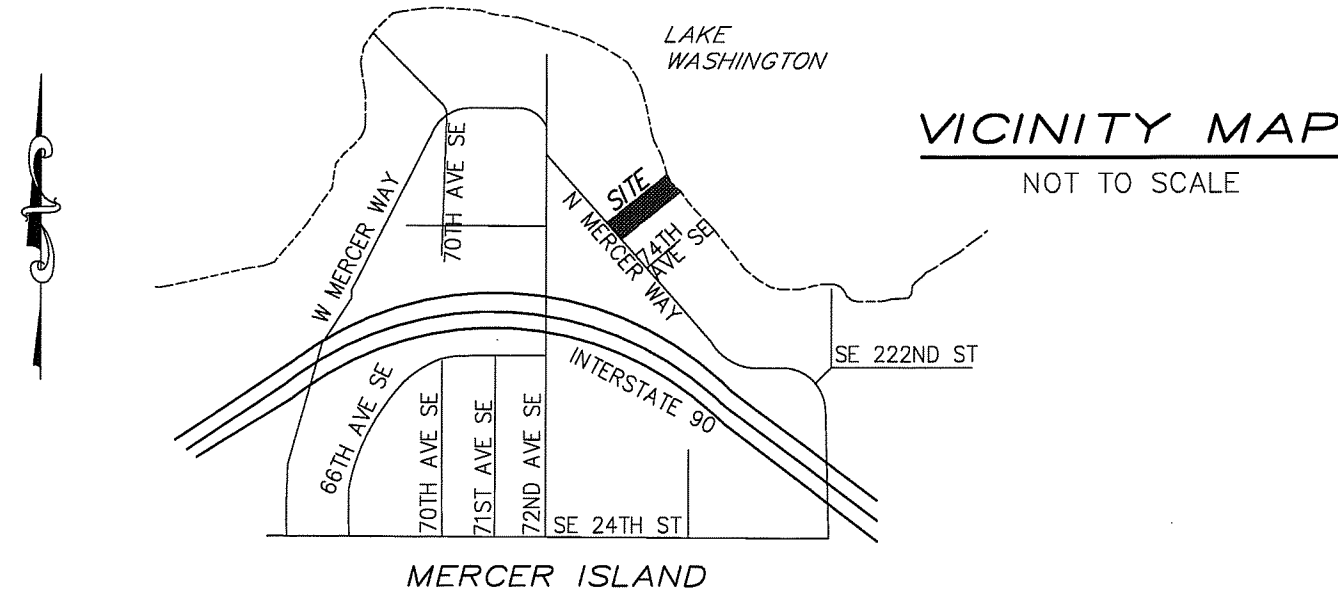
ACCOUNT NUMBER 531510-0055 & 531510-0056

PROPERTY OWNER

ZONING

SCOTT GIBSON
GIB DEVELOPMENT, LLC
P.O. BOX 956
MERCER ISLAND, WA 98040
PHONE: 206-679-2320

CURRENT ZONING OF SUBJECT PROPERTY:
R-12 (SINGLE FAMILY RESIDENTIAL, MINIMUM
12,000 S.F. LOTS)



EXISTING LEGAL DESCRIPTIONS

LOT 1 - TAX PARCEL NO. 531510-0056

LOT 1 OF MERCER ISLAND SHORT PLAT NO. SUB 08-009, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20110209900004, RECORDS OF KING COUNTY, WASHINGTON;

SUBJECT TO A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES DEDICATED ON SAID SHORT PLAT;

ALSO SUBJECT TO A PRIVATE EASEMENT FOR SEWER, STORM AND DOCK ACCESS PURPOSES DEDICATED ON SAID SHORT PLAT;

TOGETHER WITH A 10.00 FOOT WIDE PRIVATE EASEMENT FOR SEWER AND STORM PURPOSES DEDICATED ON SAID SHORT PLAT;

ALSO TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

LOT 2 - TAX PARCEL NO. 531510-0055

LOT 2 OF MERCER ISLAND SHORT PLAT NO. SUB 08-009, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20110209900004, RECORDS OF KING COUNTY, WASHINGTON;

SUBJECT TO A 10.00 FOOT WIDE PRIVATE EASEMENT FOR SEWER AND STORM PURPOSES DEDICATED ON SAID SHORT PLAT;

TOGETHER WITH A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES DEDICATED ON SAID SHORT PLAT;

ALSO TOGETHER WITH A PRIVATE EASEMENT FOR SEWER, STORM, AND DOCK ACCESS PURPOSES DEDICATED ON SAID SHORT PLAT;

ALSO TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON;

ENGINEER'S NOTES:

1. MAINTENANCE AND REPAIR OF JOINT USE SIDE SEWERS (SEWER LINES FROM THE BUILDING TO THE CITY SEWER MAIN), SHARED ROADS, ACCESS EASEMENTS, STORM DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNERS OF EACH LOT SERVED (WITH THE EXCEPTION THAT OWNERS OF ANY LOT WHICH IS LOWER IN ELEVATION SHALL NOT BE RESPONSIBLE FOR THAT PORTION OF A PRIVATE SIDE SEWER ABOVE THEIR CONNECTION.) IN THE EVENT THAT MAINTENANCE AND REPAIR OF ANY FACILITIES ENUMERATED ABOVE ARE NOT PERFORMED TO THE SATISFACTION OF THE CITY ENGINEER, AFTER A TIMELY DEMAND HAS BEEN MADE FOR SUCH ACTION, THE CITY OR ITS AGENT SHALL HAVE THE RIGHT TO ENTER UPON THE PREMISES AND PERFORM THE NECESSARY MAINTENANCE AND REPAIR TO PROTECT THE SAFETY AND GENERAL WELFARE OF THE PUBLIC AND SHALL HAVE THE RIGHT TO CHARGE THE OWNER OF EACH LOT AN EQUAL SHARE OF THE TOTAL MAINTENANCE AND REPAIR COSTS. THE CITY OR THE OWNER OF ANY LOT WITHIN THIS SHORT PLAT SHALL HAVE THE RIGHT TO BRING ACTION IN SUPERIOR COURT TO REQUIRE ANY MAINTENANCE OR REPAIR AND TO RECOVER THE COSTS INCURRED IN MAKING OR EFFECTING REPAIRS TO IMPROVEMENTS.

2. THE MONITORING, CLEANING, MAINTENANCE AND REPAIR OF STORM DRAINAGE SYSTEMS IN ACCORDANCE WITH CITY ORDINANCE NO. 95C-118 IS REQUIRED FOR ALL LOT OWNERS WITHIN THIS PLAT TO CONTROL STORMWATER RUNOFF AND CONTROL EROSION AND FLOODING DOWNSTREAM. ALL COSTS RELATED TO STORMWATER RUNOFF CONTROL SHALL BE BORNE BY THE OWNERS OF EACH LOT IN EQUAL SHARE. THIS OBLIGATION SHALL BE RECORDED SEPARATELY WITH EACH INDIVIDUAL LOT SALE AND SHALL TRAVEL WITH THE LAND.

3. ALL STAGING FOR CONSTRUCTION SHALL OCCUR ON SITE AND SHALL NOT BE LOCATED IN THE PUBLIC RIGHT-OF-WAY.

4. PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, EACH APPLICATION SHALL BE ACCOMPANIED WITH A TEMPORARY EROSION AND SEDIMENTATION CONTROL PLAN, CLEARING AND GRADING PLAN, ACCESS AND UTILITY SERVICE PLAN, A LANDSCAPE PLAN (WHICH SHALL IDENTIFY EXISTING VEGETATION TO BE RETAINED, LIMITS OF ALL CLEARING AND GRADING), AND A SCHEDULE FOR THE CONSTRUCTION. THE APPLICANT'S CIVIL ENGINEER, EXPERIENCED IN SOILS GEOLOGY AND MECHANICS, SHALL REVIEW THE PROPOSED SITE AND BUILDING CONSTRUCTION AND PROVIDE RECOMMENDATIONS THAT WILL LIMIT SITE DISTURBANCE, MINIMIZE RISK OF SOILS MOVEMENT, EVALUATE SITE SLOPE STABILITY AND DEFINE MATERIALS AND CONSTRUCTION PRACTICES FOR THE WORK. THE BUILDING OFFICIAL MAY REQUIRE THAT THE ENGINEER BE PRESENT DURING CONSTRUCTION, MONITOR THE WORK, AND RECOMMEND SPECIAL TECHNIQUES OR MITIGATING MEASURES. THE COSTS ASSOCIATED WITH THE ENGINEER'S MONITORING AND MITIGATION MEASURES SHALL BE BORNE BY THE APPLICANT.

5. NO PERMANENT LANDSCAPING, STRUCTURES, OR FENCES SHALL BE PLACED ON OR WITHIN PUBLIC UTILITY OR STORM DRAINAGE EASEMENTS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER. IF IN THE OPINION OF THE CITY ENGINEER, UTILITIES OR STORM DRAINAGE FACILITIES REQUIRE MAINTENANCE, REPAIR OR REPLACEMENT, THE CITY OR ITS AGENT SHALL HAVE THE RIGHT TO ENTER THOSE LOTS ADJOINING THE FACILITY FOR THE PURPOSE OF MAINTAINING, REPAIRING, RELOCATING OR REPLACING SAID FACILITIES. LOT OWNERS SHALL BE RESPONSIBLE FOR THE RESTORATION OF ANY PRIVATE IMPROVEMENTS OR LANDSCAPING WITHIN SAID EASEMENTS.

6. INSTALLATION OF LANDSCAPING AND/OR STRUCTURES INCLUDING TREES, SHRUBS, ROCKS, BERMS, WALLS, GATES, AND OTHER IMPROVEMENTS ARE NOT ALLOWED WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT AN APPROVED ENCROACHMENT AGREEMENT FROM THE CITY PRIOR TO THE WORK OCCURRING.

7. OWNERS OF LOT 1 AND LOT 2 SHALL SHARE AN EQUAL OWNERSHIP, AND MAINTENANCE AND REPAIR INTEREST IN TRACT X.

RECORDER'S CERTIFICATE

FILED FOR RECORD THIS 2nd DAY OF Aug., 2016

AT 4:49 P.M. IN BOOK 348 OF SURVEYS AT PAGE 011-013

AT THE REQUEST OF TRUE NORTH LAND SURVEYING, INC.

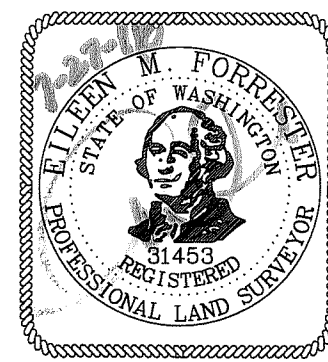
MANAGER

SUPT. OF RECORDS

LAND SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE SURVEY RECORDING ACT AT THE REQUEST OF ON THE ROCK 98040 LLC IN APRIL 2013. THE MONUMENTS SHOWN HEREON EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND GEOETIC DETAILS ARE CORRECT.

CERTIFICATE NO. 31453



True NORTH
LAND SURVEYING, INC.

815 S. Weller Street
Suite 200
Seattle Wa 98104-3023
206.332.0800

GIB DEVELOPMENT LLC
SHORT PLAT
7260 North Mercer Way
Mercer Island, WA

DWN. BY	DATE	JOB NO.
EF	7-27-2016	J08-79.03
CHKD. BY	SCALE	SHEET
EF	N/A	1 OF 3

RECORDING NO.

VOL./PAGE

348/011

PORTION OF

NE 1/4 of SW 1/4, SEC. 1, T. 24 N., R. 4 E., W.M.

NEW LEGAL DESCRIPTIONS

LOT 1 - TAX PARCEL NO. 531510-0056

THOSE PORTIONS OF LOTS 1 AND 2 OF MERCER ISLAND SHORT PLAT NO. SUB 08-009, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20110209900004, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 1 AND 2, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 57°41'15" WEST 77.89 FEET TO A LINE PARALLEL WITH AND 5.87 FEET SOUTHERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE, SOUTH 50°11'14" WEST 179.64 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 39°48'46" EAST 74.13 FEET TO THE POINT OF BEGINNING;

SUBJECT TO A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES FOR THE BENEFIT OF LOT 2 OVER THE NORTHWESTERLY 12.13 FEET THEREOF;

ALSO SUBJECT TO A PUBLIC UTILITY EASEMENT FOR THE BENEFIT OF BOTH LOTS 1 AND 2, BEING THE SOUTHWESTERLY 5.00 FEET OF THE SOUTHEASTERLY 8.00 FEET OF THE NORTHWESTERLY 20.13 FEET THEREOF;

TOGETHER WITH A PRIVATE EASEMENT FOR UTILITY PURPOSES DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 57°41'15" WEST 72.50 FEET TO A POINT ON A LINE PARALLEL WITH AND 11.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, NORTH 50°11'14" EAST 113.36 FEET; THENCE SOUTH 39°48'46" EAST 4.00 FEET; THENCE NORTH 50°11'14" EAST 51.86 FEET; THENCE NORTH 32°20'03" WEST 15.13 FEET TO SAID NORTHWESTERLY LINE OF LOT 1; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 50°11'14" WEST 170.71 FEET; THENCE SOUTH 57°41'15" EAST 11.56 FEET TO THE TRUE POINT OF BEGINNING.

LOT 2 - TAX PARCEL NO. 531510-0055

THOSE PORTIONS OF LOTS 1 AND 2 OF MERCER ISLAND SHORT PLAT NO. SUB 08-009, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20110209900004, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 1 AND 2, NORTH 50°11'14" EAST 203.55 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 57°41'15" WEST 84.06 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 50°11'14" EAST 170.71 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 31°23'43" EAST 65.84 FEET TO SAID SOUTHEASTERLY LINE OF LOT 2; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 50°11'14" WEST 133.32 FEET TO THE TRUE POINT OF BEGINNING;

SUBJECT TO A PRIVATE EASEMENT FOR UTILITY PURPOSES FOR THE BENEFIT OF LOT 1, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 57°41'15" WEST 72.50 FEET TO A POINT ON A LINE PARALLEL WITH AND 11.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, NORTH 50°11'14" EAST 113.36 FEET; THENCE SOUTH 39°48'46" EAST 4.00 FEET; THENCE NORTH 50°11'14" EAST 51.86 FEET; THENCE NORTH 32°20'03" WEST 15.13 FEET TO SAID NORTHWESTERLY LINE OF LOT 1; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 50°11'14" WEST 170.71 FEET; THENCE SOUTH 57°41'15" EAST 11.56 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 177.75 FEET; THENCE SOUTH 57°41'15" EAST 18.91 FEET TO A LINE PARALLEL WITH AND 18.00 FEET SOUTHEASTERLY OF SAID NORTHWESTERLY LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 50°11'14" WEST 178.56 FEET; THENCE SOUTH 39°48'46" EAST 8.00 FEET; THENCE SOUTH 50°11'14" WEST 5.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 39°48'46" WEST 26.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

TRACT "X" - ACCESS AND UTILITY EASEMENT

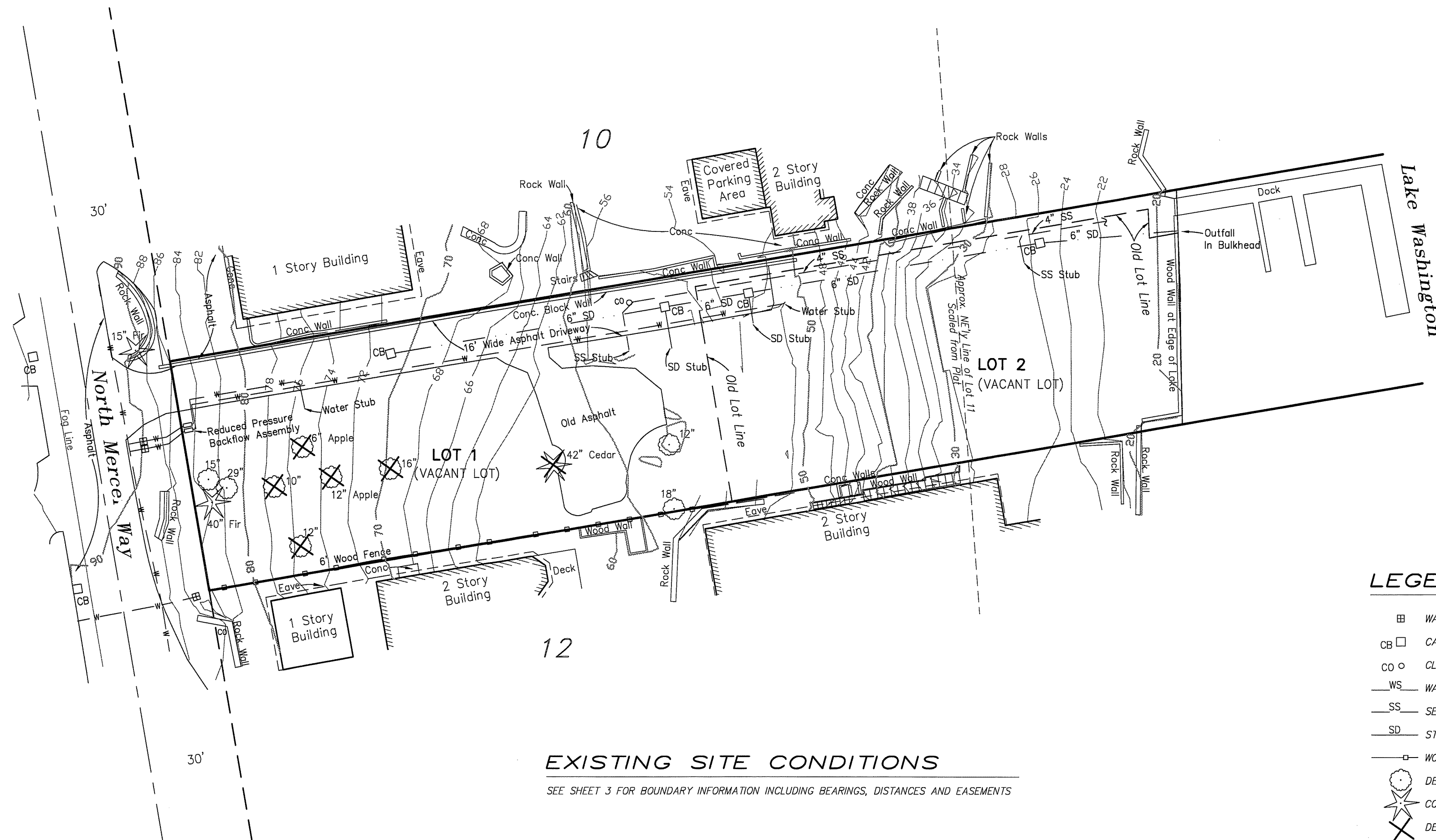
COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 1 AND 2, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 57°41'15" WEST 77.89 FEET TO A POINT ON A LINE PARALLEL WITH AND 5.87 FEET SOUTHERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, SOUTH 50°11'14" WEST 179.64 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 39°48'46" WEST 5.87 FEET TO THE WEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 177.75 FEET TO A LINE THAT BEARS NORTH 57°41'15" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 57°41'15" EAST 6.17 FEET TO THE TRUE POINT OF BEGINNING.

EASEMENT NOTE

EASEMENTS SHOWN ON THIS SHORT PLAT WITHIN THE SUBJECT PROPERTY SUPERCEDE THE EASEMENTS DEDICATED AND SHOWN ON THE PREVIOUS MERCER ISLAND SHORT PLAT NO. SUB 08-009, RECORDED UNDER RECORDING NUMBER 20110209900004, OF KING COUNTY, WASHINGTON.

201608029000008
TRUE NORTH LAND SURVEYING, INC.
PAGE 001 OF 003 VOL. 348 PG. 011
08/02/2016 13:49
KING COUNTY, WA

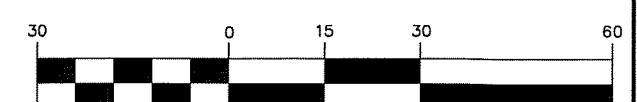
NE 1/4 of SW 1/4, SEC. 1, T. 24 N., R. 4 E., W.M.



LEGEND

- | | |
|--|----------------------------|
|  | WATER METER |
| CB  | CATCH BASIN |
| CO  | CLEANOUT |
| <u>WS</u> | WATER SERVICE |
| <u>SS</u> | SEWER LINE |
| <u>SD</u> | STORM DRAIN LINE |
|  | WOOD FENCE |
|  | DECIDUOUS TREE |
|  | CONIFER TREE |
|  | DENOTES TREE TO BE REMOVED |

GRAPHIC SCALE



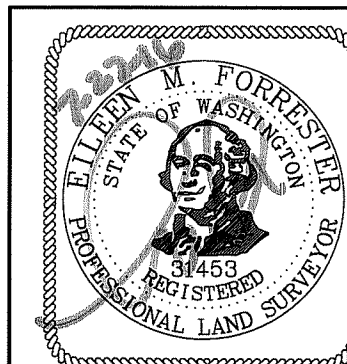
(IN FEET)

GIB DEVELOPMENT LLC
SHORT PLAT
7260 North Mercer Way
Mercer Island, WA

DWN. BY EF	DATE 7-27-2016	JOB NO. J08-79.03
CHKD. BY EF	SCALE 1" = 30'	SHEET 2 OF 3

EXISTING SITE CONDITIONS

SEE SHEET 3 FOR BOUNDARY INFORMATION INCLUDING BEARINGS, DISTANCES AND EASEMENTS



True
NORTH
LAND SURVEYING, INC.

815 S. Weller Street
Suite 200
Seattle Wa 98104-3023
206.332.0800

20160802900008
TRUE NORTH LAN SPH 157.00
PAGE-002 OF 003 VOL 348 PG 011
08/02/2015 13:49
KING COUNTY, WA

CITY OF MERCER ISLAND
SHORT PLAT
NO. SUB 13-008

LEGEND

- FOUND MONUMENT IN CASE AS NOTED HEREON.
- FOUND REBAR W/CAP STAMPED "TNLS LS 31453", UNLESS NOTED OTHERWISE.
- SET REBAR W/YELLOW PLASTIC CAP STAMPED "TNLS LS 31453"
- M MEASURED DISTANCE
- C CALCULATED DISTANCE
- R RECORD DISTANCE
- BSL BUILDING SETBACK LINE

RECORDING NO.

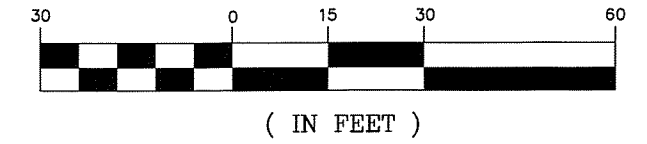
VOL./PAGE

348/013

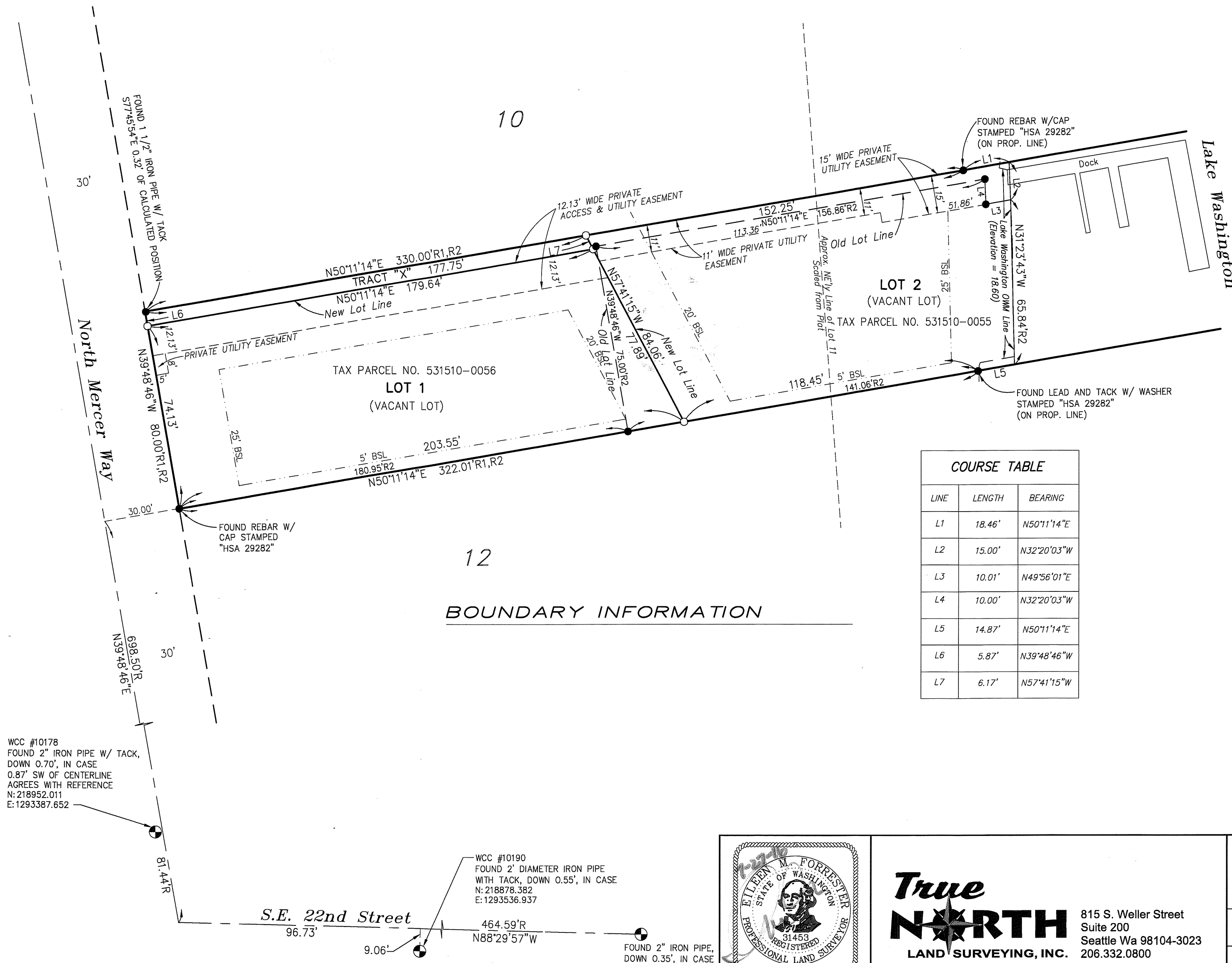
PORTION OF

NE 1/4 of SW 1/4, SEC. 1, T. 24 N., R. 4 E., W.M.

GRAPHIC SCALE



(IN FEET)



AREA CALCULATIONS

	GROSS	EASEMENT	NET
LOT 1			
OLD:	15,411 SQ. FT.	3377 SQ. FT.	12,034 SQ. FT.
NEW:	14,203 SQ. FT.	2203 SQ. FT.	12,000 SQ. FT.
LOT 2 (UPLAND FROM OHW LINE)			
OLD:	12,011 SQ. FT.		12,011 SQ. FT.
NEW:	12,110 SQ. FT.		12,110 SQ. FT.
TRACT "X":			
OLD:	0 SQ. FT.		
NEW:	1049 SQ. FT.		

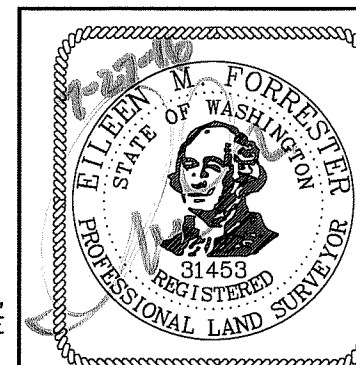
COURSE TABLE		
LINE	LENGTH	BEARING
L1	18.46'	N50°11'14"E
L2	15.00'	N32°20'03"W
L3	10.01'	N49°56'01"E
L4	10.00'	N32°20'03"W
L5	14.87'	N50°11'14"E
L6	5.87'	N39°48'46"W
L7	6.17'	N57°41'15"W

NOTES

- HORIZONTAL DATUM: NAD 83/91.
- VERTICAL DATUM: NAVD 88
- THIS SURVEY WAS PERFORMED USING A LIECA TCRA 1103+ AND THE TRAVERSE CLOSURE MEETS OR EXCEEDS THE REQUIREMENTS OF W.A.C. 332-130-090.
- REFERENCES:
R1 . . . RECORD OF SURVEY BY HEBRANK, STEADMAN & ASSOCIATES, INC., P.S., FILED IN BOOK 148, PAGES 249-249A.
R2 . . . MERCER ISLAND SHORT PLAT SUB08-009, REC. NO. 20110209900004.
- REBARS WITH CAPS ON OLD LOT LINES ARE TO BE REMOVED.

WCC #10178
FOUND 2" IRON PIPE W/ TACK,
DOWN 0.70', IN CASE
0.87' SW OF CENTERLINE
AGREES WITH REFERENCE
N: 218952.011
E: 1293387.652

WCC #10190
FOUND 2" DIAMETER IRON PIPE
WITH TACK, DOWN 0.55', IN CASE
N: 218878.382
E: 1293536.937



True NORTH
LAND SURVEYING, INC.

815 S. Weller Street
Suite 200
Seattle Wa 98104-3023
206.332.0800

GIB DEVELOPMENT LLC
SHORT PLAT
7260 North Mercer Way
Mercer Island, WA

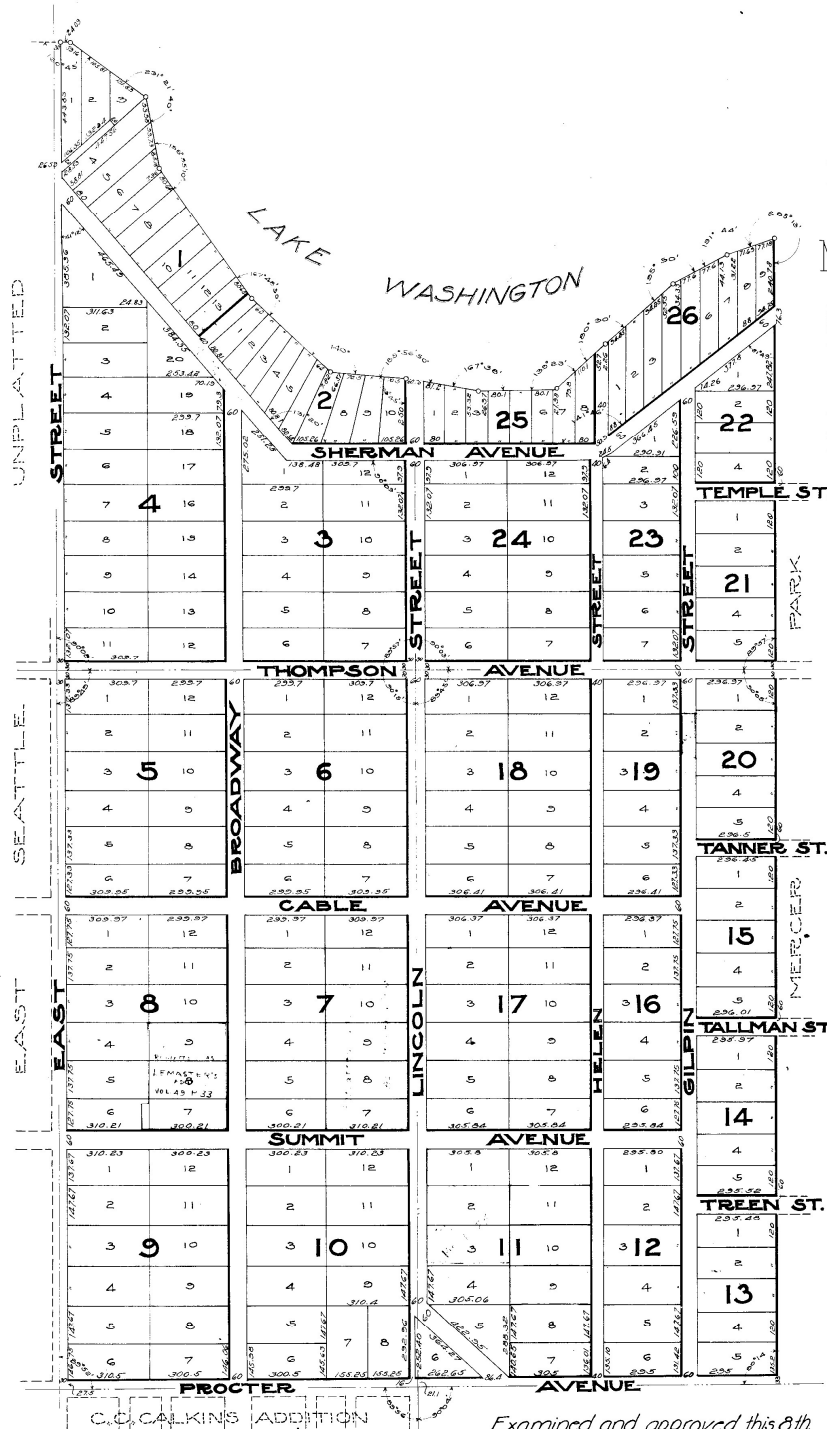
DWN. BY	DATE	JOB NO.
EF	7-27-2016	J08-79.03
CHKD. BY	SCALE	SHEET
EF	1" = 30'	3 OF 3

201608029000008
TRUE NORTH LAND SURVEYING, INC.
P.O. BOX 348
SEATTLE, WA 98104
98104-348
KING COUNTY, WA

M^CGILVRA'S

ISLAND ADDITION

SCALE: 1/4 INCH = 300 FEET.

HILL BROS.
ENGINEERS.

DESCRIPTION

This plat embraces all of Lots 2, 3 and 4 Sec. 1, and the East 1/2 of the N.W. 1/4 and the West 1/2 of the N.E. 1/4 of Sec. 12, Tp. 24 North, R. 4 East W.M.

All streets are sixty feet (60') wide, excepting Helen Street and two streets running in a northerly direction from Sherman Avenue to the lake shore, which streets are forty feet (40') wide. Block and street dimensions are as shown on plat.

DEDICATION

Know all men by these presents, that we, Oliver C. McGilvra and Charles L. Denny, executors and trustees of the estate of John J. McGilvra, deceased, the owners of the property described in the foregoing plat of McGilvra's Island Addition, have caused the same to be surveyed laid out and platted as therein shown, and that we do hereby declare the said plat and dedicate the streets thereon shown to the use of the public.

Witness our hands and seals this 23rd day of October A.D. 1907.

Oliver C. McGilvra
Charles L. Denny

As executors and trustees of the estate of John J. McGilvra, deceased.

Witnesses,
H. Adelbert Owen
Ierna Montgomery

ACKNOWLEDGMENT

State of Washington,) S.S. I, H. Adelbert Owen, a
County of King,)
notary public in and for the State of Washington,
duly commissioned, sworn and qualified, do hereby
certify that on this 23rd day of October, 1907,
personally appeared before me Oliver C. McGilvra
and Charles L. Denny, to me known to be the
individuals described in and who executed the
within plat, as the executors and trustees of the
estate of John J. McGilvra, deceased, and acknow-
ledged to me that they signed the same as their free
and voluntary act and deed as executors and trust-
ees of the estate of John J. McGilvra deceased,
for the uses and purposes therein mentioned.

Given under my hand and official seal this
23rd day of October 1907.



H. Adelbert Owen

Notary Public in and for the State of
Washington, residing at Seattle.

Examined and approved this ninth day of
November A.D. 1907.

Dan R. Abraham
Chairman County Commissioners.
Attest: J. P. Agnew
Clerk of Board

By R. J. Husing
Deputy.

520803

Filed for record at the request of Oliver C. McGilvra
and Charles L. Denny, executors and trustees of the
estate of John J. McGilvra, deceased, Nov. 16 1907 at
7 minutes past 2 P.M. and recorded in volume 16 page
58. Records of King County.

By J. P. Agnew
Deputy. County Auditor

Examined and approved this 8th
day of November A.D. 1907.
A. L. Valentine
County Engineer
By Geo. W. Evans
Asst. Eng.

① State of Washington

TO
 Messrs. C. McGilvray
 & Charles L. Dennis
 as executors last
 will & admin. of
 John McGilvray decd.

Ind. class lds. front of L 23 4
 REC. 1-24-40. 5780 Chs.

✓ ① Robert E. Mead. Governor
 Sam. H. Nichols Sec. State
 95-86 ng

File No. 369897 Kind of Inst. (D)
 Vol. Rec. Page Filed JAN 4 - 1906 234
 Made 1-16-40 Ack. In Co.
 Ack by With Sep. Ex. of Wife? Coman. Exp.
 Before A. W. ? with Seal?
 Venue Rec. at
 Con. \$ 578 Revenue Wit.
 Grant Chs & C.
 Cova.

Hannah L. Schull

TO
 D. Keeler

5124 108.

File No. 369899 Kind of Inst. (D) RM
 Vol. Rec. Page Filed JAN 4 - 1906 234
 Made 6-23-04 Ack. In Co.
 Ack by With Sep. Ex. of Wife? Coman. Exp.
 Before W. Alex. Robinson with Seal?
 Venue Penn. Rec. at Phila.
 Con. \$ 700 Revenue Wit.
 Grant
 Cova.

Rsmt (Swr) Jan 18-56
Net dtd (Aox dtd Dec 9-55) \$1.00 &cvc

46556898

W A Look and Winifred Look, hw,
to Mercer Island Sewer District, a municipal corp

Whereby I am as 4655654--Rsmt to construct and
maintain 2 sewer lines layed side by side inasm trench &
across second class shorelands adj the within desc tract
to wit;

Lot 11 and shoreland adj blk 1 McGilvra's Island addn--
for purpose--

XCNOK

~~xxxx~~

K

Rsmt (Swr) Jan 18-56

4655699

6213446

Mercer Island, Washington
July 31, 1967

We the undersigned owners of Lot 10 and Lot 11,
Block 1, McGilvra's Island Addition, Mercer Island,
Washington mutually agree to the construction of a
bulkhead and dock on Lot 11, to be located at or about
one foot to the South of the property line dividing said
lots.

Karl Burgess
a/k/a Merlin K. Burgess

M. Karl Burgess
Lot 10, Block 1
7250 North Mercer Way
and Helen Burgess, his wife,

Helen Burgess

Robert C. Coe

Robert C. Coe, M. D.
Lot 11, Block 1
7260 North Mercer Way
and Josephine Coe, his wife,

Josephine Coe

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me Karl Burgess, a/k/a
Merlin K. Burgess, and Helen Burgess, his wife; and Robert C. Coe, M.D.
and Josephine Coe, his wife, to me known to be the individuals described
in and who executed the within and foregoing instrument, and acknowledged
that they signed the same as their free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of August, 1967.

William C. Hall

Notary Public in and for the State of
Washington, residing at Bellevue.

AUG 3-1967

UTILITY EASEMENT

The undersigned Grantor s, their heirs, successors and assigns (hereinafter together referred to as "Grantor"), for and in consideration of the sum of ONE HUNDRED AND NO/100-----

Dollars (\$ 100.00)

and other valuable consideration, the receipt of which is hereby acknowledged, hereby convey and grant to the MUNICIPALITY OF METROPOLITAN SEATTLE, its successors and assigns, (hereinafter together referred to as "MUNICIPALITY"), from the following described property located in King County, Washington:

Lot 11, Block 1, McGilvra's Island Addition, according to Plat recorded in Volume 16 of Plats, Page 58, King County, Washington.

a permanent easement over, across, along, in, upon and under that portion of the above-described property included within a strip of land 10 feet in width lying 5 feet on each side of the following described center line:

Beginning at South Quarter Corner of Section 1, Township 24 North, Range 4 East, W.M.; thence North 1°27'16" East, 1,183.943 feet along the north-south centerline of said Section 1; thence North 88°32'44" West 11.227 feet to the true point of beginning; said true point of beginning being also known as North 219, 302.00 East 1653; 779.40 Washington Coordinate System, North Zone; thence North 1°27'16" East, 112.58 feet; thence North 43°32'44" West, 30.21 feet; thence South 89°00'00" West 265.40 feet; thence North 57°15'00" West 83.71 feet; thence North 49°46'47" West 173.81 feet; thence North 38°48'03" West, 265 feet; thence North 31°38'00" West 351.43 feet; thence North 7°30'00" West, 165 feet; thence North 18°45'32" West, 109.44 feet; thence North 30°00'32" West, 95.53 feet; thence North 59°30'00" West 266.72 feet; thence North 78°25'22" West 542.49 feet; thence North 89°00'00", 222.30 feet; thence South 68°30'00" West, 207.78 feet; thence South 33°45'00" West, 78.69 feet; thence 50°00'00" East, 37.03 feet to point of terminus, said point of terminus being distant South 48°46'51" East, 485.44 feet from existing highway monument B.C.P.I. 02 located at the intersection of Roanoke Street and West Mercer Way, and said point of terminus being also known as North 220, 514.52 East 1651.617.53, Washington Coordinate System, North Zone.

2 additional sheets

JAN 13 1969

said easement being for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing and using a sewer trunk line with all connections, manholes, and appurtenances thereto.

Grantors do further convey and grant to the MUNICIPALITY a temporary construction easement for all purposes during the construction of the said facilities over, across, along, in, upon and under the following described property, said easement to commence on the date of this instrument and to terminate on the date actual use of said easement area shall terminate or upon December 31, 1970, whichever shall first occur:

A strip of land from the centerline of the above-described permanent easement to the shoreline and a strip of land 50 feet in width extending from the said centerline to the Lake side of the said permanent easement.

The Grantors hereby and the MUNICIPALITY, by accepting and recording this easement, mutually covenant and agree as follows:

1. MUNICIPALITY shall upon completion of any initial construction of any facilities described herein and before the termination of the above-described temporary construction easement remove all debris and restore the surface of the above-described property as nearly as possible to the condition in which it existed at the date of this agreement.
2. MUNICIPALITY shall, if the above-described property is disturbed by the maintenance, removal, repair or replacement of the facilities specified herein, restore the surface of the above-described property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.
3. MUNICIPALITY shall protect and save harmless Grantors from and against any and all claims, demands, loss, damage, expense, and liability of every kind and description and for any damage to or loss or destruction of property whatsoever suffered by Grantors, their heirs, successors and assigns, or by any persons, firms or corporations, because of the construction and/or maintenance of said facilities, including the restoration of or repair of damage to the existing dock and bulkhead that were constructed in the year 1968.
4. All right, title and interest which may be used and enjoyed without interfering with the easement rights herein conveyed are reserved to the Grantors. The construction, installation or maintenance, after the date of this agreement, however, of structures of a permanent nature within the above-described permanent easement area at any time or within the temporary construction easement area until such temporary construction easement shall have been terminated shall be deemed an interference with said easement rights and as to such structures the provisions of Paragraphs 1, 2 and 3 shall not apply.
5. Payment for the temporary construction easement herein granted shall be made at the rate of Fifty and No/100 Dollars (\$50.00) per month or fraction thereof that said temporary construction easement area is in actual use by MUNICIPALITY during the months of September through April inclusive and Two Hundred and No/100 Dollars (\$200.00) per month or fraction thereof that said temporary easement is in actual use by MUNICIPALITY during the months of May through August, inclusive. The term "actual use" as used herein shall be construed to include only the period from the start of construction of said sewer line in the above-described temporary construction easement area until completion thereof, including reconstruction and restoration of improved areas.

JAN 13 1969

6457793

DATED this 8th day of January, 1969.
Josephine W Coe
Robert Coe

Notary Public in and for the State of
Washington, residing at DES MOINES

JAN 13 1969

LEGAL DESCRIPTION

LOT 11, BLOCK 1, MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON;

TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

SURVEY NOTES

FULL RELIANCE HAS BEEN PLACED IN CHICAGO TITLE INSURANCE COMPANY REPORT UNDER ORDER NO. 1014129, DATED OCTOBER 12, 2001 FOR LEGAL DESCRIPTION AND REVELATION OF EASEMENTS. NO FURTHER SEARCH OF THE RECORDS HAVE BEEN MADE.

THIS PROPERTY IS SUBJECT TO AN EASEMENT AND THE TERMS AND CONDITIONS THEREOF IN THE FAVOR OF MERCER ISLAND SEWER DISTRICT, A MUNICIPAL CORPORATION, FOR TWO SEWER LINES PER DOCUMENT RECORDED UNDER NUMBER 4655698.

THIS PROPERTY IS SUBJECT TO AN EASEMENT AND THE TERMS AND CONDITIONS THEREOF IN FAVOR OF MUNICIPALITY OF METROPOLITAN SEATTLE FOR SEWER TRUNK LINE AND APPURTENANCES PER DOCUMENT RECORDED UNDER NUMBER 6457793. SAID INSTRUMENT INCLUDES A TEMPORARY EASEMENT OVER A STRIP OF LAND FROM THE CENTER LINE OF THE ABOVE-DESCRIBED PERMANENT EASEMENT TO THE SHORELINE AND A STRIP OF LAND 50 FEET IN WIDTH EXTENDING FROM THE SAID CENTERLINE TO THE LAKE SIDE OF THE SAID PERMANENT EASEMENT.

THIS PROPERTY IS SUBJECT TO A COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT PER DOCUMENT RECORDED UNDER NUMBER 19991015000467.

THIS PROPERTY IS SUBJECT TO AN AGREEMENT AND THE TERMS AND CONDITIONS THEREOF BETWEEN KARL BURGESS AND ROBERT C. COE, M.D. PER DOCUMENT UNDER RECORDING NO. 6213446.

THIS PROPERTY IS SUBJECT TO A QUESTION OF LOCATION OF LATERAL BOUNDARIES OF SAID SECOND CLASS TIDELANDS OR SHORELINES.

THIS PROPERTY IS SUBJECT TO ANY PROHIBITION OR LIMITATION OF USE, OCCUPANCY OR IMPROVEMENT OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY PORTION WHICH IS NOW OR HAS BEEN FORMERLY COVERED BY WATER.

THIS PROPERTY IS SUBJECT TO THE PARAMOUNT RIGHTS AND EASEMENTS IN FAVOR OF THE UNITED STATES FOR COMMERCE, NAVIGATION, FISHERIES AND THE PRODUCTION OF POWER.

NO ATTEMPT HAS BEEN MADE PER THIS SURVEY TO DETERMINE THE LOCATION OF THE LATERAL OR OUTWARD BOUNDARIES OF THE SHORELANDS OR TIDELANDS ADJOINING THIS PROPERTY. THE LINE SHOWN ALONG THE SHORELINE WITH BEARINGS AND DISTANCES IS NOT A PROPERTY LINE AND ONLY INDICATES A STAKING LINE USED TO CALCULATE THE APPROXIMATE AREA OF THE UPLAND PORTION OF THE PROPERTY.

THE MONUMENTS SHOWN HEREON WERE VISITED IN THE FIELD DURING THE COURSE OF THIS SURVEY. ANGULAR AND LINEAR MEASUREMENTS WERE MADE WITH A TOPCON GTS 211D TOTAL STATION CALIBRATED AT AN NGS BASELINE WITHIN THE LAST YEAR.

THE UPLAND AREA OF THE PROPERTY DEPICTED AND DESCRIBED HEREON ENCLOSES AN AREA OF APPROXIMATELY 27,370 SQUARE FEET OR APPROXIMATELY 0.6283 ACRES.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE UNIVERSITY OF WASHINGTON, IN OCTOBER, 2001.

Donald S. Steadman
JERROLD S. STEADMAN, P.L.S.
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 29282
STATE OF WASHINGTON

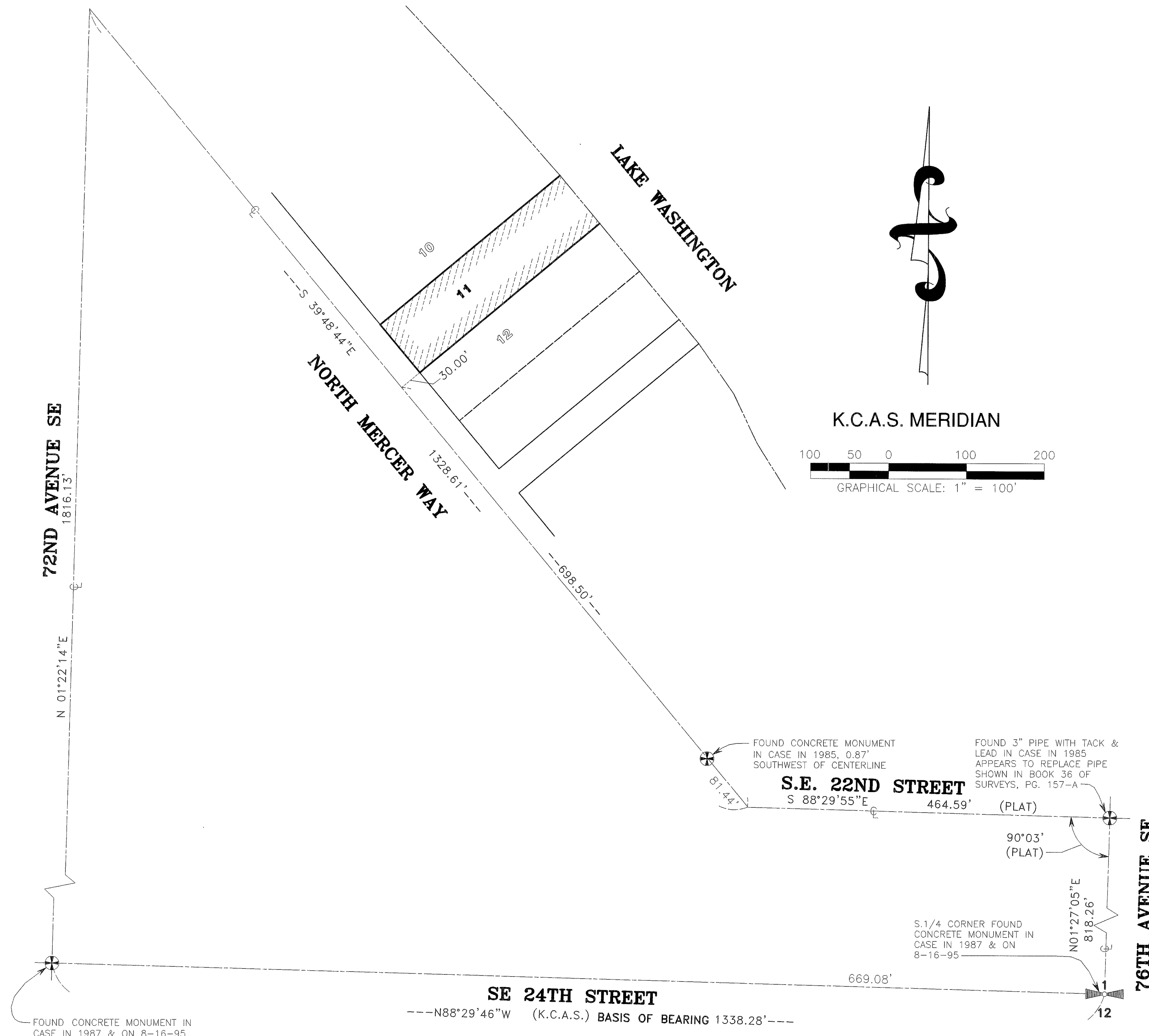
RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF HEBRANK, STEADMAN & ASSOCIATES, THIS 8th DAY OF Nov, 2001, AT 30 MINUTES PAST 0:00 O'CLOCK A.M., IN VOLUME 148 OF SURVEYS, PAGE 249, UNDER RECORDING NUMBER 20011108900007, RECORDS OF KING COUNTY, WASHINGTON.

Bob Bure
COUNTY AUDITOR

Walt Washington
DEPUTY COUNTY AUDITOR

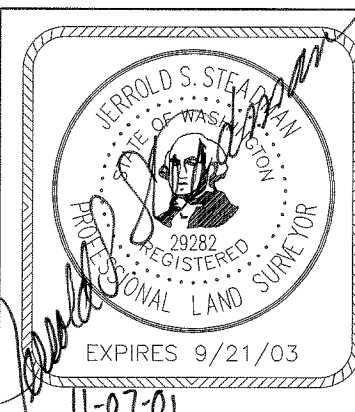
RECORDING NO. 20011108900007



CONTROL DIAGRAM

**HEBRANK, STEADMAN &
ASSOCIATES, INC., P.S.**
PROFESSIONAL LAND SURVEYORS

6564 FIFTH AVENUE SOUTH, SEATTLE, WASHINGTON 98108 (206) 762-4982



**RECORD OF SURVEY
FOR
UNIVERSITY OF WASHINGTON**

CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON

MCGILVRA'S ISLAND ADD'N,
VOL. 16, PG. 58,
BLOCK 1, LOT 11

NE1/4, SW1/4, SEC. 1,
TWP. 24 N., RGE. 4 E., W.M.
KING COUNTY, WASHINGTON

INDEX

2001-131.00

DATE: 7 NOVEMBER 2001

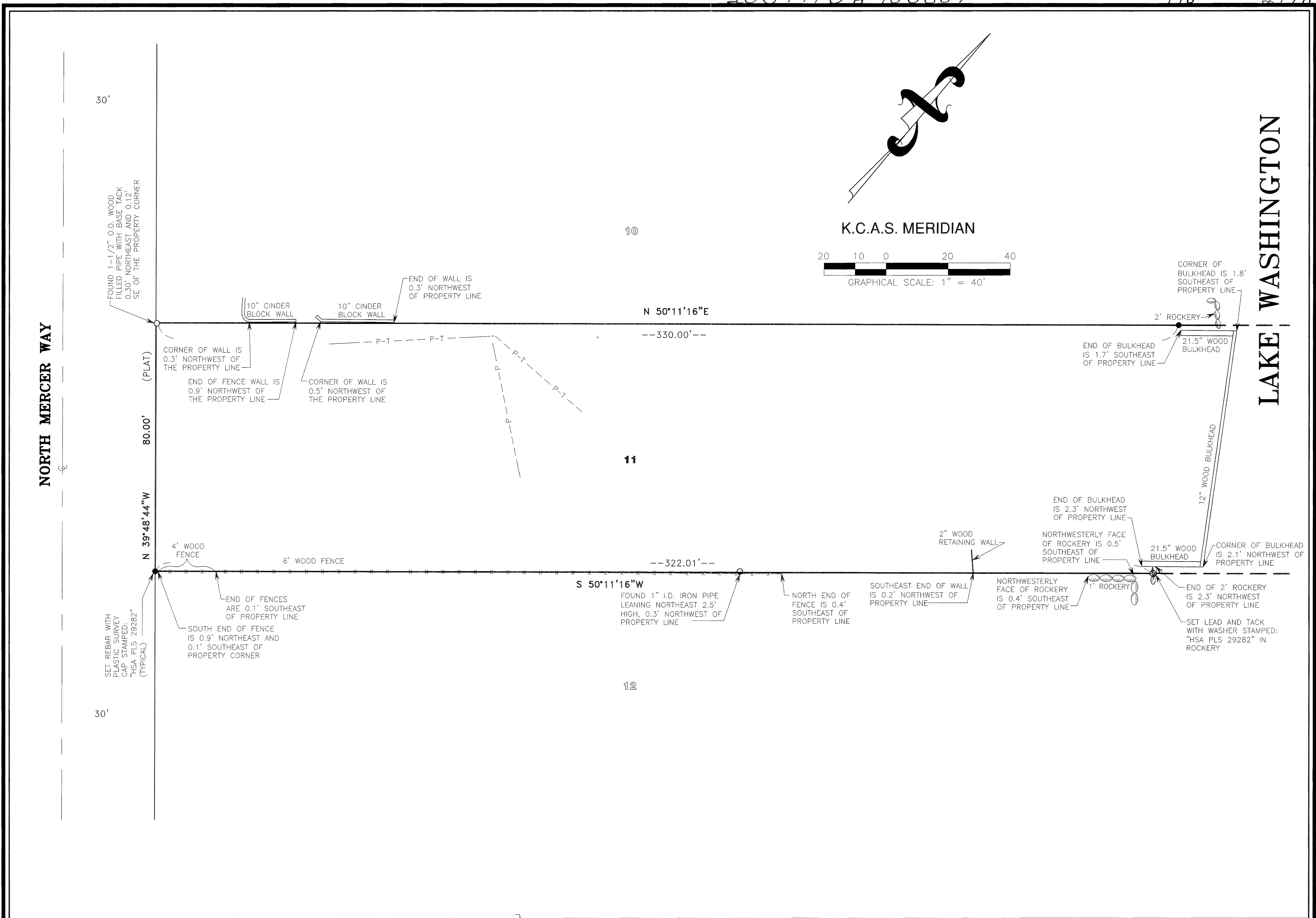
REVISED:

DRAWN BY: MAM

MAP CHECK: JSS

FINAL CHECK: JSS

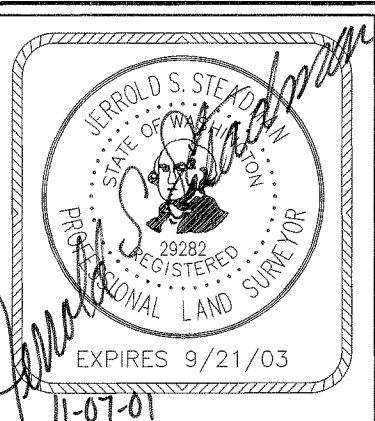
SHEET 1 OF 2



HEBRANK, STEADMAN & ASSOCIATES, INC., P.S.

PROFESSIONAL LAND SURVEYORS

6564 FIFTH AVENUE SOUTH, SEATTLE, WASHINGTON 98108 (206) 762-4982



RECORD OF SURVEY
FOR
UNIVERSITY OF WASHINGTON

CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON

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2001-131.00

DATE:	7 NOVEMBER 2001
REVISED:	
DRAWN BY:	MAM
MAP CHECK:	JSS
FINAL CHECK:	JSS
SHEET	2 OF 2

Return Address:

City of Mercer Island
Attn: DSG Director
9611 SE 36th Street
Mercer Island, WA 98040



ENCROACHMENT LICENSE AGREEMENT

Grantor: City of Mercer Island, a Washington municipal corporation
Grantee: James D. Pirak & Carolyn W. Pirak, husband and wife
Property Legal Description (abbreviated): Lot 11, Block 1, McGilvra's Island Add.
Full legal on Attachment "A"
Property Tax Parcel ID No.: 5315100055

THIS ENCROACHMENT LICENSE AGREEMENT ("Agreement") is entered into this 15th day of October, 2010. The parties ("Parties") to this Agreement are the City of Mercer Island, a Washington municipal corporation ("Grantor") and James D. Pirak & Carolyn W. Pirak, husband and wife ("Grantee").

A. Description of Property. The Grantee owns certain real property commonly known as 7260 N. Mercer Way, Mercer Island, WA, and legally described in Attachment A ("Property").

B. Improvements. Grantee wishes to construct or plant or has constructed or planted the private improvements described in Attachment B ("Improvements"). These Improvements currently encroach or will encroach on property owned by the City of Mercer Island commonly known as 7260 N. Mercer Way ("City Property").

NOW, THEREFORE the Parties agree as follows:

1. License. The Grantor hereby grants a temporary, nonexclusive license to Grantee to permit the Improvements to remain or to be constructed on the City Property so long as the Improvements continue to meet the conditions specified in the Right of Way Use Permit, do not interfere with the reasonable public access to the City Property, do not threaten public health, safety or welfare, and/or Grantor does not wish to use the City

Page 1

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Property for any other purpose. This license may be revoked by the City at any time with or without cause.

2. Agreement to Remove. In the event the City Engineer determines that the Improvements have failed to meet the conditions specified in the Criteria for Evaluating Encroachments set forth in Section 19.06.060 of the Mercer Island Unified Land Development Code; threaten public health, safety or welfare; or the City wishes to terminate this Agreement for any other reason, the Grantee shall remove or modify the encroaching improvements within sixty (60) days of receiving notice from the City Engineer, at Grantee's sole cost and expense.

In the event the Improvements interfere with routine operations and maintenance of public improvements, the Grantee shall remove the Improvements within fourteen (14) days of receiving notice from the City Engineer, at Grantee's sole cost and expense.

In the event of an emergency, the Grantee shall immediately remove the Improvements or alternatively, the City may enter the Property in order to remove the Improvements and the costs to remove the Improvements shall become a lien on the Property.

Upon removal of the Improvements, Grantee agrees to return the City Property to its original condition or as near to its original condition as reasonably prudent.

3. Grantor's Remedy if Grantee Fails to Remove. In the event the Grantee has received notice to remove the Improvements and the removal or modification is not done in a timely fashion or does not meet other removal requirements specified in the removal notice, the Grantor is authorized to do the necessary work or to designate a third party to perform the work. The Grantee shall be responsible for all costs associated with the performance of such work, including reasonable overhead and attorney fees.

The Grantor shall not be responsible for any resulting damage to or destruction of the Improvements. Further, the debt shall be a lien against the Property.

In the event of an emergency that requires immediate repair to the public improvements or access to the public right of way, the Grantor may demolish, remove or modify the Improvements with no notice to the Grantee. The Grantor shall not be liable for any resulting damage to or destruction of the Improvements.

4. Maintenance of Improvements. Maintenance of the Improvements shall be the sole cost and responsibility of the Grantee. The Grantee shall maintain the Improvements according to the specifications of the Right of Way Use Permit. If Grantee fails to maintain the Improvements, the Grantor may take steps to ensure that the Improvements do not interfere with reasonable public access to any public property or threaten public

health, safety or welfare. These steps may include removing or modifying the Improvements as outlined in Section 2 of this Agreement.

The city will not be responsible for repairing or replacing any landscaping, shrubs, sod, gravel parking, retaining walls, gate, concrete pavement and all private improvements in the public right of way damaged by the city maintenance department while performing routine activities such as, but not limited to, catch basin inspections and cleaning, snow plowing and any other miscellaneous actions. They are the sole responsibility of the property owners.

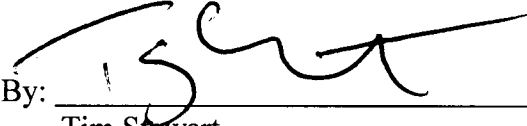
5. Indemnification. The Grantee agrees to indemnify, hold the City, its elected officials, officers, employees, agents and assigns harmless from any and all claims, demands, losses, actions, liabilities (including all costs and attorney fees) arising out of damages to persons or property resulting from the construction, location or removal of the Improvements. The provisions of this Section shall survive the expiration or termination of this Agreement.

6. Recording Requirement. The Grantee shall record this Agreement against the Property with the King County Recorder's Office and pay all recording fees. This Agreement shall run with the land, and therefore bind Grantee, Grantee's heirs, assigns and any subsequent owners of the Property. No Right of Way Permit will be granted until the Grantor receives a copy of the Agreement from the Recorder's Office.

7. Right of Way Permit & Fee. The Grantee shall obtain a Right of Way Permit and pay the Public Right of Way Permit fee and the Right of Way Encroachment Agreement fee as established by the Grantor, prior to receiving a Right of Way permit.

8. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

GRANTOR: CITY OF MERCER ISLAND

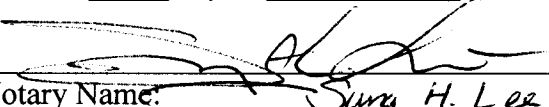
By: 
Tim Stewart
Development Services Director

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Tim Stewart, to me known to be the Director of Development Services of the City of Mercer Island, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN my hand and official seal this 12 day of October, 2010.




Notary Name: Sung H. Lee
NOTARY PUBLIC in and for the State of Washington.
My commission expires: Jan. 8, 2011

GRANTEE:

By: [Signature]
James D. Pirak, Owner

By: [Signature]
Carolyn W. Pirak, Owner

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me James D Pirak, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and on oath swore that ~~he~~/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.



GIVEN my hand and official seal this 15th day of OCTOBER, 2010.
[Signature]
Notary Name: Holly Z Mercier
NOTARY PUBLIC in and for the State of Washington.
My commission expires: 10-01-2011

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Carolyn W Pirak, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and on oath swore that ~~he~~/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.



GIVEN my hand and official seal this 15th day of OCTOBER, 2010.
[Signature]
Notary Name: Holly Z Mercier
NOTARY PUBLIC in and for the State of Washington.
My commission expires: 10-01-2011

ATTACHMENT A**Legal Description of Owner's Property:**

LOT 11, BLOCK 1, McGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58 IN KING COUNTY, WASHINGTON;

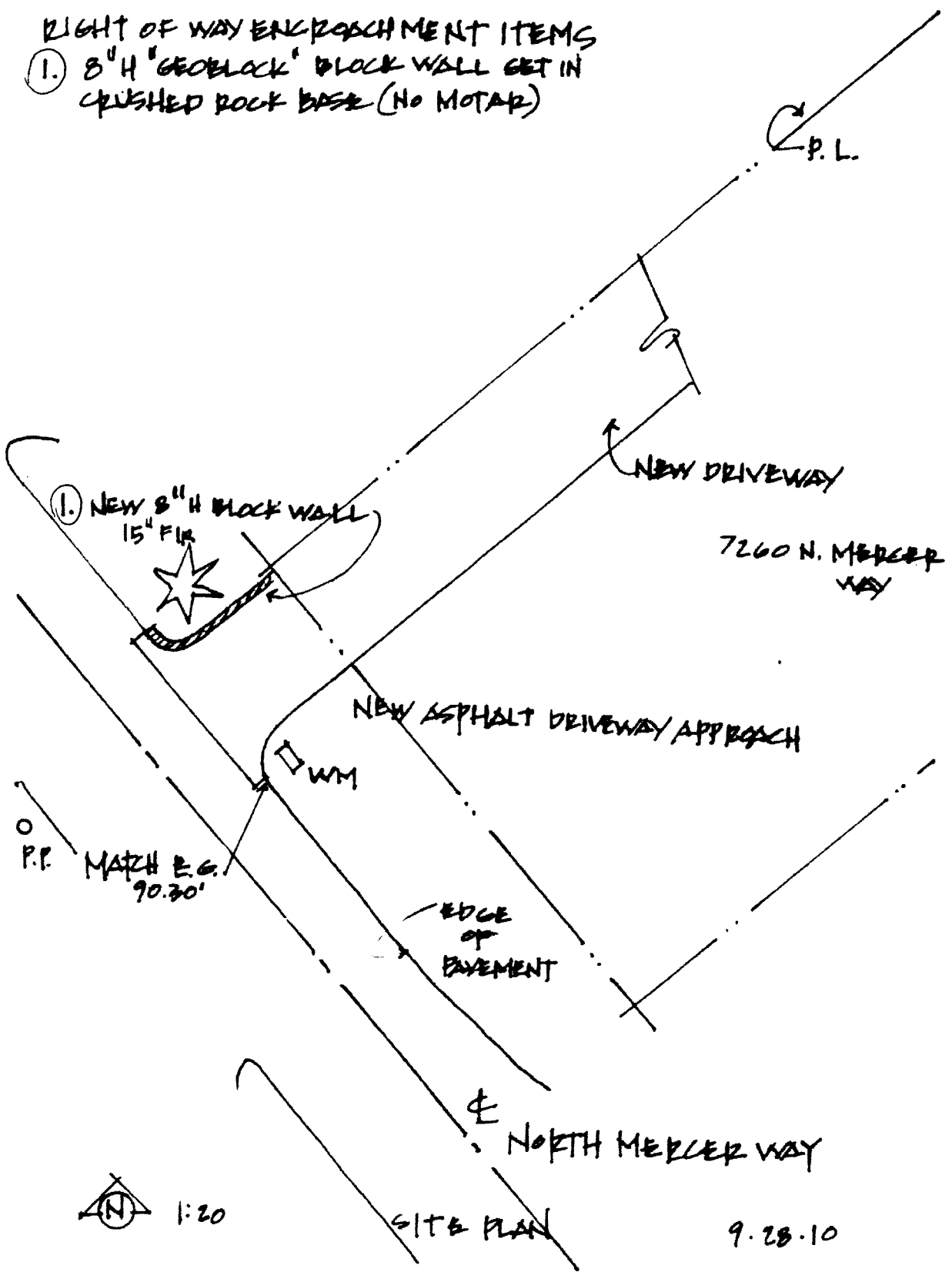
TOGETHER WITH SHORELANDS OF SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

SUBJECT TO ALL EASEMENTS.

ATTACHMENT B**Page 1**Description of Encroaching Improvements.

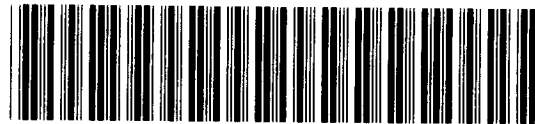
A 8" high "Geoblock" block wall with crushed rock base located in the public right of way are the private improvements and included in this ROW Encroachment Agreement, as shown on the Attachment B, Page 2.

RIGHT OF WAY ENCROACHMENT ITEMS
①. 8" H "GEOBLOCK" BLOCK WALL SET IN
CRUSHED ROCK BASE (NO MOTAR)



Return Address:

1260 North Muckley Way
 Mercer WA 98040



20110209000424

JAMES D PIRAK EAS
 PAGE-001 OF 007
 02/09/2011 10:19
 KING COUNTY, WA

68.00

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Exhibit 2. _____
 3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. James D Pirak _____
 2. Carolyn W Pirak _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. James D Pirak _____
 2. Carolyn W Pirak _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

That portion of LOT 11 Block 1 of Nequiva
land Addition in Vol 16, of Plats, page 58

Additional legal is on page 1-2 of document.

Assessor's Property Tax Parcel/Account Number assigned

531510-0055

☐ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

EXCISE TAX NOT REQUIRED

King Co. Records Division

By [Signature] Deputy
 A. P. P. P.

AGREEMENT FOR UTILITY AND ACCESS EASEMENTS
7260 North Mercer Way, Mercer Island, WA 98040

THIS EASEMENT AGREEMENT is entered into this 7th day of February, 2011, by the undersigned JAMES D. PIRAK AND CAROLYN W. PIRAK, husband and wife (the "Piraks"), with reference to the following.

- A. The Piraks are the owners of those certain parcels of real property Lot 1 and Lot 2 referred to herein respectively as "Lot 1" and "Lot 2" which are legally described as follows:

Lot 1.

THAT PORTION OF LOT 11, BLOCK, 1 OF MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, AND THAT PORTION OF THE SECOND CLASS SHORELANDS, IN KING COUNTY, WASHINGTON, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 11;
 THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT, NORTH 39°48'46" WEST 80.00 FEET TO THE WEST CORNER OF SAID LOT; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 348.46 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 49°56'01" WEST 10.01 FEET; THENCE NORTH 32°20'03" WEST 10.00 FEET; THENCE SOUTH 50°11'14" WEST 156.86 FEET; THENCE SOUTH 39°48'46" EAST 75.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 50°11'14" WEST 180.95 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID LOT 11;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 196.95 FEET; THENCE SOUTH 39°48'46" EAST 5.00 FEET; THENCE SOUTH 50°11'14" WEST 16.00 FEET; THENCE SOUTH 39°48'46" EAST 13.00 FEET; THENCE SOUTH 50°11'14" WEST 175.95 FEET; THENCE SOUTH 39°48'46" EAST 8.00 FEET; THENCE SOUTH 50°11'14" WEST 5.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 39°48'46" WEST 26.00 FEET TO THE POINT OF BEGINNING.

ALSO SUBJECT TO A PRIVATE EASEMENT FOR SEWER, STORM AND DOCK ACCESS PURPOSES DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF SAID LOT 11; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 196.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 50°11'14" EAST 151.51 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 49°56'01" WEST 10.01 FEET; THENCE NORTH 32°20'03" WEST 10.00 FEET; THENCE SOUTH 50°11'14" EAST 140.86 FEET; THENCE NORTH 39°48'46" WEST 5.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A 10.00 FOOT WIDE PRIVATE EASEMENT FOR SEWER AND STORM PURPOSES, THE NORTHWESTERLY LINE OF WHICH BEING THE HEREINABOVE DESCRIBED LINE HAVING A BEARING AND DISTANCE OF "SOUTH 50°11'14" WEST 156.86 FEET".

ALSO TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

Lot 2.

LOT 11, BLOCK, 1 OF MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON:

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 11 AND THAT PORTION OF SAID SECOND CLASS SHORELANDS DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 11;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT, NORTH 39°48'46" WEST 80.00 FEET TO THE WEST CORNER OF SAID LOT; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 348.46 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 49°56'01" WEST 10.01 FEET; THENCE NORTH 32°20'03" WEST 10.00 FEET; THENCE SOUTH 50°11'14" WEST 156.86 FEET; THENCE SOUTH 39°48'46" EAST 75.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 50°11'14" WEST 180.95 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 10.00 FOOT WIDE PRIVATE EASEMENT FOR SEWER AND STORM PURPOSES, THE NORTHWESTERLY LINE OF WHICH BEING THE HEREINABOVE DESCRIBED LINE HAVING A BEARING AND DISTANCE OF "SOUTH 50°11'14" WEST 156.86 FEET".

TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

ALSO TOGETHER WITH A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID LOT 11;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 196.95 FEET; THENCE SOUTH 39°48'46" EAST 5.00 FEET; THENCE SOUTH 50°11'14" WEST 16.00 FEET; THENCE SOUTH 39°48'46" EAST 13.00 FEET; THENCE SOUTH 50°11'14" WEST 175.95 FEET; THENCE SOUTH 39°48'46" EAST 8.00 FEET; THENCE SOUTH 50°11'14" WEST 5.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 39°48'46" WEST 26.00 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH A PRIVATE EASEMENT FOR SEWER, STORM AND DOCK ACCESS PURPOSES DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF SAID LOT 11; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 196.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 50°11'14" EAST 151.51 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 49°56'01" WEST 10.01 FEET; THENCE NORTH 32°20'03" WEST 10.00 FEET; THENCE 50°11'14" EAST 140.86 FEET; THENCE NORTH 39°48'46" WEST 5.00 FEET TO THE TRUE POINT OF BEGINNING.

- B. The Piraks intend to record a short plat of the parcel comprising Lot 1 and Lot 2 (the "Short Plat") in accordance with the requirements of King County and the City of Mercer Island.
- C. Certain easements are depicted on the face of the Short Plat and the terms and conditions of those certain easements are set forth herein.

D. NOW THEREFORE, the Piraks agree to the following grant of easements:

1. Utility Easement. As depicted on the face of the Short Plat, there is hereby created a private easement ("the Utility Easement") across Lot 1 for the benefit of Lot 2 for the purposes of providing access to Lot 1 of all utilities, including without limitation, water, power, sanitary sewer, telephone, gas, and cable TV, which Utility Easement is legally described as follows:

BEGINNING AT THE WEST CORNER OF SAID LOT 11;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 196.95 FEET; THENCE SOUTH 39°48'46" EAST 5.00 FEET; THENCE SOUTH 50°11'14" WEST 16.00 FEET; THENCE SOUTH 39°48'46" EAST 13.00 FEET; THENCE SOUTH 50°11'14" WEST 175.95 FEET; THENCE SOUTH 39°48'46" EAST 8.00 FEET; THENCE SOUTH 50°11'14" WEST 5.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 39°48'46" WEST 26.00 FEET TO THE POINT OF BEGINNING.

- a. Purpose. The owner of Lot 2 shall have the non-exclusive right to construct, operate, maintain, repair, replace and enlarge underground utilities and utility transmission and/or distribution systems upon and under the Utility Easement, together with all necessary and convenient appurtenances therefor, which may include but are not limited to underground conduits, cables, communication lines, vaults, manholes, switches and transformers, and semi-buried or ground mounted facilities, sanitary sewer lines, water lines, telephone lines, cable TV lines and any and all other utility systems and lines which may now or hereafter be required by the owner of Lot 2 in servicing the utility needs of Lot 2.
- b. Access. The owner of Lot 2 shall have the right of access to the Utility Easement over and across Lot 1 to enable the owner of Lot 2 to exercise its rights hereunder; provided, however, that the owner of Lot 2 shall compensate the owner of Lot 1 for any damage to Lot 1 caused by the exercise of said right of access.
- c. Obstructions; Landscaping. The owner of Lot 2 may from time to time remove trees, bushes, or other obstructions within the Utility Easement, and may level and grade the Utility Easement to the extent reasonably necessary to carry out the said purposes set forth in Subparagraph (a) above; provided, however, that following any such work, the owner of Lot 2 shall to the extent reasonably practicable, restore the Utility Easement to the condition it was in immediately prior to such work. Following installation of the underground facilities and utilities required by the owner of Lot 2, the owner of Lot 2 shall undertake any ordinary improvement to the landscaping of the Utility Easement, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for the owner of Lot 2.
- d. Use. The owner of Lot 2 shall, to the extent practicable, and to the extent required by code or regulation, place all utility systems and lines in the Utility Easement underground, and where underground placement is not practicable, the utility system or the appurtenance shall not be unsightly, and shall be capable of being shielded by landscaping. The owner of Lot 1 may use the Utility Easement for any purpose not inconsistent with the rights herein granted; provided, however, the owner of Lot 1 shall not construct or maintain any building or other structure on the Utility Easement which would interfere with the exercise of the rights herein granted. The owner of Lot 1 shall do no digging, tunneling or other form of construction activity on Lot 1 which would disturb the compaction or unearth the utility facilities on the Utility Easement or endanger the lateral support to said facilities.

- e. Access by Utility Companies. The rights granted herein to the owner of Lot 1 are also granted to any installer or provider of utility services of the type referenced in Subparagraph (a) above. The owner of Lot 1, as may be reasonably required by the owner of Lot 2, or by any such installer or provider, shall execute an additional easement agreement with such installer or provider, which may set forth the specific terms related to access for and provision of certain utility services. The owner of Lot 1 may also require an indemnity from such an installer or provider, or from the owner of Lot 2, for claims against the owner of Lot 1 for injuries and/or damages resulting from the exercise by the owner of Lot 2 of rights under the Utility Easement.

2. Driveway / Utility Easement. As depicted on the face of the Short Plat, there is hereby created an easement (the Driveway / Utility Easement) across Lot 1 for the benefit of Lot 2 for the purposes of providing ingress and egress and a driveway across Lot 1, as well as installation of utilities of the kind referenced above. The driveway utility easement is legally described as follows:

BEGINNING AT THE WEST CORNER OF SAID LOT 11;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 196.95 FEET; THENCE SOUTH 39°48'46" EAST 5.00 FEET; THENCE SOUTH 50°11'14" WEST 16.00 FEET; THENCE SOUTH 39°48'46" EAST 13.00 FEET; THENCE SOUTH 50°11'14" WEST 175.95 FEET; THENCE SOUTH 39°48'46" EAST 8.00 FEET; THENCE SOUTH 50°11'14" WEST 5.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 39°48'46" WEST 26.00 FEET TO THE POINT OF BEGINNING.

a. Purpose. The owner of Lot 2 shall have a non-exclusive right of access across the Driveway / Utility Easement for the purpose of vehicular and pedestrian ingress and egress from the adjacent public street to Lot 2 and to the buildings now or hereafter constructed thereon. In addition, the owner of Lot 2 shall have the non-exclusive right to use the Driveway / Utility Easement for installation of utilities of the kind referenced above and for the specific purposes and uses referenced therein.

b. Obstructions. No party shall be permitted to place any obstructions on or over the Driveway / Utility Easement, so as to block, impede or restrict the convenient use of the Driveway / Utility Easement by either of the owners of Lot 1 or Lot 2 or their respective invitees.

c. Improvement and Maintenance. The Driveway / Utility Easement shall be improved with a hard surface, which may be asphalt, concrete, or other materials appropriate for driveway usage. The surface of the Driveway / Utility Easement shall be maintained in good condition, and the respective owners of Lot 1 and Lot 2 shall jointly be responsible for undertaking such maintenance in a timely fashion and shall share equally any cost related thereto.

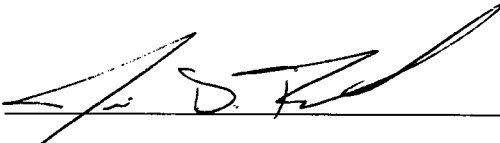
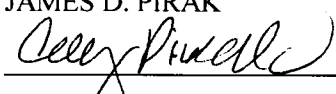
d. Access. The owner of Lot 2 shall have access across the portion of Lot 1 adjacent to the Driveway / Utility Easement, as may be required to enable the owner of Lot 2 to exercise its rights hereunder, provided, that the owner of Lot 2 shall compensate the owner of Lot 1 for any damage caused by the exercise of said right of access. In addition, the owner of Lot 1 shall allow similar access to installers or providers of utility services, and shall execute any further agreements regarding such access in the same manner as set forth in Subparagraph 1(e) above.

3. Storm Drainage and Utility Easement. As depicted on the face of the Short Plat, there is hereby created a reciprocal easement on Lot 1 and Lot 2 for purposes of providing utility access and storm drainage (the "Reciprocal Easement").

- a. **Purpose.** The owners of Lot 1 and Lot 2 shall have the reciprocal and non-exclusive right to construct, operate, maintain, repair, replace and enlarge underground utilities and utility transmission and / or distribution systems upon and under the Reciprocal Easement, together with all necessary and convenient appurtenances therefore, which may include but are not limited to the underground conduits, cables, communication lines, vaults, manholes, switches and transformers, and semi-buried or ground-mounted facilities, sanitary sewer lines, storm drainage facilities, water lines, telephone lines, cable TV lines and any and all other utility systems and lines which may now or hereafter be required by the respective owners of Lot 1 and Lot 2 in servicing their respective utility and storm drainage requirements.
- b. **Access.** The respective owners of Lot 1 and Lot 2 shall each have a right of access across the Reciprocal Easement to enable each of them to exercise their rights hereunder; provided, if either owner shall cause damage to the lot of the other owner, the owner who causes such damage shall provide compensation therefor.
- c. **Obstructions; Landscaping.** The respective owners of Lot 1 and Lot 2 may from time to time remove trees, bushes, or other obstructions within the Reciprocal Easement, to the extent reasonably necessary to carry out the said purposes set forth in Subparagraph (a) above; provided, however, that following any such work, the Reciprocal Easement shall be restored to the condition it was in immediately prior to such work, at the expense of the lot owner benefited by such work, or at the joint expense of the respective lot owners in the event of mutual benefit. The respective owners of Lot 1 and Lot 2 may undertake any ordinary improvement to the landscaping on the Reciprocal Easement, or improvements in accordance with covenants, conditions, and restrictions which may now or hereafter be applicable to Lot 1 or Lot 2, and agreed to in writing under a separate agreement by the owners of Lot 1 and Lot 2.
- d. **Use.** The respective owners of Lot 1 and Lot 2 shall, to the extent practicable, and to the extent required by code or regulation, place all utility systems and lines in the Reciprocal Easement underground, and where underground placement is not practicable, the utility system or the appurtenance shall not be unsightly, and shall be capable of being shielded by landscaping. The respective owners of Lot 1 and Lot 2 may use the Reciprocal Easement for any purpose not inconsistent with the rights herein granted; provided, however, neither party shall construct or maintain any building or other structure on the Reciprocal Easement which would interfere with the exercise of the rights herein granted. The owners of Lot 1 and Lot 2 shall do no digging, tunneling or other form of construction activity on their respective parcel which would disturb the compaction or unearth the utility or storm drainage facilities on the Reciprocal Easement or endanger the lateral support to said facilities.
- e. **Access by Utility Companies.** The rights granted herein to the respective owners of Lot 1 and Lot 2 are also granted to any installer or provider of utility services of the type referenced in Subparagraph (a) above. The respective owners of Lot 1 and Lot 2, as may be reasonably required by the other owner, or by any such installer or provider of utility services, shall execute any further agreements regarding such access in the same manner as set forth in Subparagraph 1(e) above.

4. Indemnity. Each of the respective owners of Lot 1 or Lot 2 when exercising his or her rights as contained herein, hereby agrees to indemnify and hold harmless the other owner from any and all claims against said other owner and liability for injuries and or damages suffered by any person (including attorneys' fees, costs and expenses) which may be caused by or related to such exercise of the rights granted herein; provided, however, that the owner who is exercising such easement rights shall not be responsible to the other owner for, nor shall this indemnity apply to, any injuries and or damages to any person which are caused by the acts, omissions or negligence of said other owner.
5. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of the parties executing this Agreement, and of any successive owners of Lot 1 or Lot 2. This Easement Agreement shall be deemed to be a covenant running with the land.
6. Attorney's Fees. In the event legal action is commenced either by the owner of Lot 1 or the owner of Lot 2 with regard to any rights contained herein, the prevailing party in any such action shall be entitled to receive from the other party attorneys' fees and costs incurred in any such action.

EXECUTED as of the date first above written.


 JAMES D. PIRAK

 CAROLYN W. PIRAK

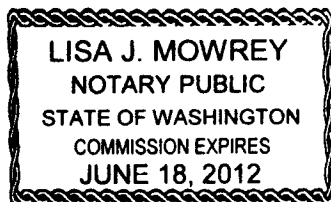
STATE OF WASHINGTON)

)

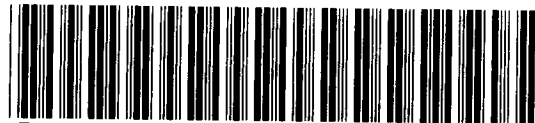
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JAMES D. PIRAK AND CAROLYN W. PIRAK are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 2.9.2011




 NOTARY PUBLIC in and for the
 State of Washington, residing
 at Benton.
 My appointment expires:
6.18.2012


20110209000425

 JAMES D PIRAK EAS
 PAGE-001 OF 005
 02/09/2011 10:19
 KING COUNTY, WA

66.00

Return Address:

 720 North Mainline Way
 Mercer WA
 98040
Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

- 1.
- Easement
2. _____
-
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

- 1.
- James D Pirak
- _____
-
- 2.
- Carolyn W Pirak
- _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

- 1.
- James D Pirak
- _____
-
- 2.
- Carolyn W Pirak
- _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
that portion of LOT 11, Block 1 of Mcgilvra's Island
Addition in Volume 16 of PIRAK, Page 58
Additional legal is on page 12 of document.**Assessor's Property Tax Parcel/Account Number**
assigned 531510-0055☐ Assessor Tax # not yet
 The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document
 to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

EXCISE TAX NOT REQUIRED
 King Co. Records Division

 By [Signature] Deputy
[Signature]

AGREEMENT FOR SHARED DOCK AND EASEMENT
7260 North Mercer Way, Mercer Island, WA 98040

THIS AGREEMENT is entered into this 7th day of February, 2011, by the undersigned James D. Pirak and Carolyn W. Pirak, husband and wife (the Piraks), with reference to the following.

A. The Piraks are the owners of those certain parcels of real property referred to herein respectively as Lot 1 and Lot 2 which are legally described as follows:

Lot 1.

THAT PORTION OF LOT 11, BLOCK, 1 OF MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, AND THAT PORTION OF THE SECOND CLASS SHORELANDS, IN KING COUNTY, WASHINGTON, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 11;
 THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT, NORTH 39°48'46" WEST 80.00 FEET TO THE WEST CORNER OF SAID LOT; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 348.46 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 49°56'01" WEST 10.01 FEET; THENCE NORTH 32°20'03" WEST 10.00 FEET; THENCE SOUTH 50°11'14" WEST 156.86 FEET; THENCE SOUTH 39°48'46" EAST 75.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 50°11'14" WEST 180.95 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID LOT 11;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 196.95 FEET; THENCE SOUTH 39°48'46" EAST 5.00 FEET; THENCE SOUTH 50°11'14" WEST 16.00 FEET; THENCE SOUTH 39°48'46" EAST 13.00 FEET; THENCE SOUTH 50°11'14" WEST 175.95 FEET; THENCE SOUTH 39°48'46" EAST 8.00 FEET; THENCE SOUTH 50°11'14" WEST 5.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 39°48'46" WEST 26.00 FEET TO THE POINT OF BEGINNING.

ALSO SUBJECT TO A PRIVATE EASEMENT FOR SEWER, STORM AND DOCK ACCESS PURPOSES DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF SAID LOT 11; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 196.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 50°11'14" EAST 151.51 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 49°56'01" WEST 10.01 FEET; THENCE NORTH 32°20'03" WEST 10.00 FEET; THENCE 50°11'14" EAST 140.86 FEET; 0.00 THENCE NORTH 39°48'46" WEST 5.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A 10.00 FOOT WIDE PRIVATE EASEMENT FOR SEWER AND STORM PURPOSES, THE NORTHWESTERLY LINE OF WHICH BEING THE HEREINABOVE DESCRIBED LINE HAVING A BEARING AND DISTANCE OF "SOUTH 50°11'14" WEST 156.86 FEET".

ALSO TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

Lot 2.

LOT 11, BLOCK, 1 OF MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON:

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 11 AND THAT PORTION OF SAID SECOND CLASS SHORELANDS DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 11;
THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT, NORTH 39°48'46" WEST 80.00 FEET TO THE WEST CORNER OF SAID LOT; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 348.46 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 49°56'01" WEST 10.01 FEET; THENCE NORTH 32°20'03" WEST 10.00 FEET; THENCE SOUTH 50°11'14" WEST 156.86 FEET; THENCE SOUTH 39°48'46" EAST 75.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 50°11'14" WEST 180.95 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 10.00 FOOT WIDE PRIVATE EASEMENT FOR SEWER AND STORM PURPOSES, THE NORTHWESTERLY LINE OF WHICH BEING THE HEREINABOVE DESCRIBED LINE HAVING A BEARING AND DISTANCE OF "SOUTH 50°11'14" WEST 156.86 FEET".

TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

ALSO TOGETHER WITH A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID LOT 11;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 196.95 FEET; THENCE SOUTH 39°48'46" EAST 5.00 FEET; THENCE SOUTH 50°11'14" WEST 16.00 FEET; THENCE SOUTH 39°48'46" EAST 13.00 FEET; THENCE SOUTH 50°11'14" WEST 175.95 FEET; THENCE SOUTH 39°48'46" EAST 8.00 FEET; THENCE SOUTH 50°11'14" WEST 5.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 39°48'46" WEST 26.00 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH A PRIVATE EASEMENT FOR SEWER, STORM AND DOCK ACCESS PURPOSES DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF SAID LOT 11; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 196.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 50°11'14" EAST 151.51 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 49°56'01" WEST 10.01 FEET; THENCE NORTH 32°20'03" WEST 10.00 FEET; THENCE 50°11'14" EAST 140.86 FEET; THENCE NORTH 39°48'46" WEST 5.00 FEET TO THE TRUE POINT OF BEGINNING.

B. The Piraks intend to record a short plat of the parcel comprising Lot 1 and Lot 2 (the short plat) in accordance with the requirements of King County and the City of Mercer Island.

C. A shared dock is depicted on the face of the Short Plat (the Existing Dock) and the terms and conditions regarding use of the Existing Dock are set forth herein.

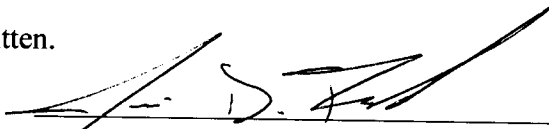
Now, therefore, the following terms are hereby agreed to by the undersigned:

1. Grant of Easement. An easement is hereby granted as between the owner of Lot 1 and the owner of Lot 2 for the entrance to, and the use and maintenance of the Existing Dock. In addition, the owners of Lot 1 shall have an easement across Lot 2 for an approach to the Existing Dock (the Approach) which shall be:

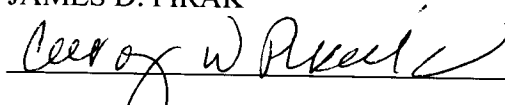
COMMENCING AT THE WEST CORNER OF SAID LOT 11; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 196.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 50°11'14" EAST 151.51 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 49°56'01" WEST 10.01 FEET; THENCE NORTH 32°20'03" WEST 10.00 FEET; THENCE 50°11'14" EAST 140.86 FEET; THENCE NORTH 39°48'46" WEST 5.00 FEET TO THE TRUE POINT OF BEGINNING.

2. The respective owners of Lot 1 and Lot 2 shall cooperate in any relocation of the entrance to the Existing Dock which may be required by any change in the water level or location of the shoreline, which may vary from time to time.
3. Use. The respective owners of Lot 1 and Lot 2 shall use the Existing Dock and the Approach only for recreational purposes related to the waterfront. The owners of Lot 1 and Lot 2 shall have the shared right to use the "L extension" to the Existing Dock which extends perpendicular from the end of the Existing Dock in an Easterly direction. The Existing Dock and the Approach shall be kept free of any obstructions and any items or equipment which may create a safety hazard. No person may leave unattended on the Existing Dock any fuel tanks, gas cans, combustible materials, engine parts, tools, or any items related to boat repair.
4. Boat Slips. Lot 2 shall have the exclusive right to the usage and maintenance of the slip at the northernmost end of the dock. Lot 1 shall have the exclusive right to the usage and maintenance of the slip directly south of the Lot 2 slip.
5. Maintenance. The respective owners of Lot 1 and lot 2 shall share equally in the expense of maintaining the Dock, and each of said owners shall take all reasonable steps to ensure the dock is maintained in a structurally safe and attractive condition.
6. Indemnity. Each of the respective owners of Lot 1 and Lot 2, when exercising his or her rights as contained herein, hereby agrees to indemnify and hold harmless the other owner from and all claims against said other owner and liability for injuries and/or damages suffered by any person (including attorneys' fees, costs and expenses) which may be caused by or related to such exercise of the rights granted herein; provided, however, that the owner who is exercising such rights shall not be responsible to the other owner for, nor shall this indemnity apply to, any injuries and/or damages to any person which are caused by the acts, omissions or negligence of said other owner.
7. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of the parties executing this Agreement, and of any successive owners of Lot 1 or Lot 2. This Agreement and the rights granted herein shall be deemed to be a covenant running with the land.
8. Attorney's Fees. In the event legal action is commenced either by the owner of Lot 1 or the owner of Lot 2 with regard to any rights contained herein, the prevailing party in any such action shall be entitled to receive from the other party attorneys' fees and costs incurred in any such action.

EXECUTED as of the date first above written.



JAMES D. PIRAK



CAROLYN W. PIRAK

STATE OF WASHINGTON)

)

COUNTY OF KING)

I certify that I know or have satisfactory evidence that JAMES D. PIRAK AND CAROLYN W. PIRAK are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 2.9.2011



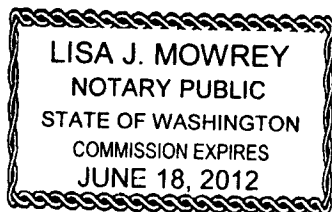
NOTARY PUBLIC in and for the

State of Washington, residing

at Renton.

My appointment expires:

6.18.2012.



Record Date: 10/11/2023 12:31 PM

Electronically Recorded King County, WA

After Recording Return To:

Lasher et al

601 Union Street, #2600

Seattle, WA 98101-4000

Attn: Taro Kusunose

TERMINATION OF
AGREEMENT FOR SHARED DOCK AND EASEMENT

GRANTOR: GIB DEVELOPMENT LLC
a Washington limited liability company

GRANTEE: GIB DEVELOPMENT LLC
a Washington limited liability company

GRANTOR
ABBR. LEGAL: Lot 1, Mercer Island SP No. SUB 13-008, AFN 20160802900008
[Full Legal on Exhibit A]

GRANTEE
ABBR. LEGAL: Lot 2, Mercer Island SP No. SUB 13-008, AFN 20160802900008
[Full Legal on Exhibit B]

APN GRANTOR: 531510-0056

APN GRANTEE: 531510-0055

RELATED DOC.: 20110209000425

This TERMINATION OF AGREEMENT FOR SHARED DOCK AND EASEMENT (the "Termination Agreement") is made effective the 1st day of October 2023 by and between GIB DEVELOPMENT LLC, a Washington limited liability company ("Grantor") and GIB DEVELOPMENT LLC, a Washington limited liability company ("Grantee") (Grantor and Grantee may also be referred to individually as a "party" and collectively as the "parties").

Grantor is the owner of the real property commonly known as 7254 N Mercer Way, Mercer Island, WA 98040 legally described in Exhibit "A" attached hereto and made a part hereof (the "Grantor's Property").

Grantee is the owner of the real property commonly known as 7260 N Mercer Way, Mercer Island, WA 98040, legally described in Exhibit "B" attached hereto and made a part hereof (the "Grantee's Property").

The Grantor's Property and Grantee's Property are respectively subject to the Agreement for Shared Dock and Easement entered into effective February 7, 2011 and recorded February 9, 2011 under Auditor's File No. 20110209000424, records of King County, Washington (the "Dock Agreement and Easement").

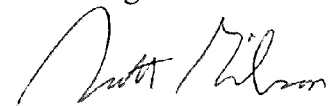
The parties hereby terminate the Dock Agreement and Easement effective as of the date of this Termination Agreement.

This Termination Agreement may be executed in one or more counterparts all of which when taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be duly signed as of the day and year first above written.

GRANTOR:

GIB DEVELOPMENT LLC
a Washington limited liability co.



By: Scott Gibson
Its: Manager

GRANTEE:

GIB DEVELOPMENT LLC
a Washington limited liability co.



By: Scott Gibson
Its: Manager

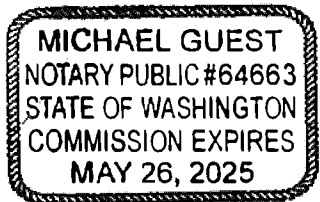
Notary page to follow.

STATE OF WASHINGTON)
)ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Scott Gibson is the person who appeared before me, and that person acknowledged signing this instrument as the Manager of GIB DEVELOPMENT LLC to be the free and voluntary act of said company for the uses and purposes mentioned in the instrument and that his authorization to do so has not been previously revoked.

DATED:

10-5-2023




(printed name) Michael J. Guest
NOTARY PUBLIC in and for the State
of Washington, residing at Reston WA

My Commission expires: May 26, 2025

EXHIBIT "A"
(Grantor's Property)

LOT 1:

THOSE PORTIONS OF LOTS 1 AND 2 OF MERCER ISLAND SHORT PLAT NO. SUB 08-009, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20110209900004, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 1 AND 2, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 57°41'15" WEST 77.89 FEET TO A LINE PARALLEL WITH AND 5.87 FEET SOUTHERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE, SOUTH 50°11'14" WEST 179.64 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 39°48'46" EAST 74.13 FEET TO THE POINT OF BEGINNING;

SUBJECT TO A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES FOR THE BENEFIT OF LOT 2 OVER THE NORTHWESTERLY 12.13 FEET THEREOF;

ALSO SUBJECT TO A PUBLIC UTILITY EASEMENT FOR THE BENEFIT OF BOTH LOTS 1 AND 2, BEING THE SOUTHWESTERLY 5.00 FEET OF THE SOUTHEASTERLY 8.00 FEET OF THE NORTHWESTERLY 20.13 FEET THEREOF;

TOGETHER WITH A PRIVATE EASEMENT FOR UTILITY PURPOSES DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 57°41'15" WEST 72.50 FEET TO A POINT ON A LINE PARALLEL WITH AND 11.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, NORTH 50°11'14" EAST 113.36 FEET; THENCE SOUTH 39°48'46" EAST 4.00 FEET; THENCE NORTH 50°11'14" EAST 51.86 FEET; THENCE NORTH 32°20'03" WEST 15.13 FEET TO SAID NORTHWESTERLY LINE OF LOT 1; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 50°11'14" WEST 170.71 FEET; THENCE SOUTH 57°41'15" EAST 11.56 FEET TO THE TRUE POINT OF BEGINNING.

APN: 531510-0056

EXHIBIT "B"
(Grantee's Property)

LOT 2:

THOSE PORTIONS OF LOTS 1 AND 2 OF MERCER ISLAND SHORT PLAT NO. SUB 08-009, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20110209900004, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 1 AND 2, NORTH 50°11'14" EAST 203.55 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 51°41'15" WEST 84.06 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 50°11'14" EAST 170.71 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 31°23'43" EAST 65.84 FEET TO SAID SOUTHEASTERLY LINE OF LOT 2; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 50°11'14" WEST 133.32 FEET TO THE TRUE POINT OF BEGINNING;

SUBJECT TO A PRIVATE EASEMENT FOR UTILITY PURPOSES FOR THE BENEFIT OF LOT 1, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 51°41'15" WEST 72.50 FEET TO A POINT ON A LINE PARALLEL WITH AND 11.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, NORTH 50°11'14" EAST 113.36 FEET; THENCE SOUTH 39°48'46" EAST 4.00 FEET; THENCE NORTH 50°11'14" EAST 51.86 FEET; THENCE NORTH 32°20'03" WEST 15.13 FEET TO SAID NORTHWESTERLY LINE OF LOT 1; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 50°11'14" WEST 170.71 FEET; THENCE SOUTH 57°41'15" EAST 11.56 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 177.75 FEET; THENCE SOUTH 57°41'15" EAST 18.91 FEET TO A LINE PARALLEL WITH AND 18.00 FEET SOUTHEASTERLY OF SAID NORTHWESTERLY LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 50°11'14" WEST 178.56 FEET; THENCE SOUTH 39°48'46" EAST 8.00 FEET; THENCE SOUTH 50°11'14" WEST 5.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 39°48'46" WEST 26.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE
STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING
THEREON. SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

APN: 531510-0055

Record Date:3/8/2024 8:12 AM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY JEZEBEL ST. JOHN, DEPUTY

After Recording Return To:

Lasher et al

601 Union Street, #2600

Seattle, WA 98101-4000

Attn: Taro Kusunose

EASEMENT AGREEMENT

Grantor: GIB DEVELOPMENT LLC
a Washington limited liability company

Grantee: GIB DEVELOPMENT LLC
a Washington limited liability company

Abbreviated Legal: Lot 1, Mercer Island SP No. SUB 13-008, AFN
(Grantor's Property) 20160802900008
See Exhibit "A" for full legal description

Abbreviated Legal: Lot 2, Mercer Island SP No. SUB 13-008, AFN 20160802900008
(Grantee's Property) See Exhibit "B" for full legal description

APN Grantor's Property: 531510-0056

APN Grantee's Property: 531510-0055

Reference No.: N/A

EASEMENT AGREEMENT

March
This EASEMENT AGREEMENT (this "Agreement") is entered into to be effective as of ~~January~~ 5, 2024 by and between GIB DEVELOPMENT LLC, a Washington limited liability company (as "Grantor") and GIB DEVELOPMENT LLC, a Washington limited liability company (as "Grantee"). Grantor and Grantee may also be referred to individually as a "party" and collectively as the "parties."

RECITALS

A. Grantor is the owner of the real property commonly known as 7254 N Mercer Way, Mercer Island, WA 98040 legally described in Exhibit "A" attached hereto and made a part hereof (the "Grantor's Property").

B. Grantee is the owner of the real property commonly known as 7260 N Mercer Way, Mercer Island, WA 98040, legally described in Exhibit "B" attached hereto and made a part hereof (the "Grantee's Property").

C. The Grantor's Property is adjacent to and lies to the southwest of the Grantee's Property.

D. The Grantor desires, on its own behalf and on behalf of its heirs, successors, and assigns, to create an easement across Grantor's Property, benefiting Grantee, for Grantee's non-exclusive use and enjoyment, along with various covenants and other restrictions, as more fully set forth in this Agreement.

E. Grantor and Grantee wish to memorialize their agreements as to the easement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Grant of Access Easement. Grantor hereby grants and conveys to Grantee for the benefit of the Grantee's Property, a non-exclusive easement over and across that portion of the Grantor's Property legally described in Exhibit "C" attached hereto and made a part hereof (the "Use Easement Area"). A survey map showing the Use Easement Area is attached hereto as Exhibit "D," incorporated herein by this reference. This easement is granted subject to and conditioned upon the terms, conditions, and covenants of this Agreement which the Grantee and the Grantee's Property hereby promise to fully observe and perform.

a. Uses. Grantee shall have the non-exclusive right to use the Use Easement Area in connection with the maintenance, use, and enjoyment of the Grantee's Property; including the right to plant non-invasive plants provided that no plants/trees/shrubs in the Use Easement Area shall exceed a height of ten feet (10'). No boundary hedge, fence, or other barrier of any sort, nor any improvement or structure, shall be constructed, planted, or maintained on, over, or below any part of the Use Easement Area by or for the benefit of either Grantor or Grantee.

b. Costs of Maintenance. Grantee shall bear all responsibility for maintaining the Use Easement Area in a neat and orderly appearance at the sole expense of the Grantee and Grantee's Property.

c. Duration. This easement is intended to and shall run with the land, and the benefits and burdens of the easement herein created shall pass to the heirs, successors and assigns of the parties in and to their respective properties benefited and burdened by this easement respectively.

2. Compliance with Laws and Rules. The parties shall at all times exercise their rights herein in accordance with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction or claiming jurisdiction over the Grantor's Property and Grantee's Property respectively.

3. Indemnification.

a. Except for the obligations of Grantee or the Grantee's Property pursuant to this Agreement, Grantor agrees to indemnify, defend, and save harmless Grantee and the Grantee's Property from and against any and all liability, loss, damage, expense, actions and claim, including costs and reasonable attorneys' fees, incurred by any owner of the Grantee's Property in defense thereof, asserted or arising directly or indirectly on account of or out of the acts or omissions of Grantor or the Grantor's Property, in the exercise of their respective rights or the performance of the duties/obligations contained herein, including, but not limited to those resulting from any personal injury, death, property damage, water pollution, hazardous waste contamination, hazardous substances contamination, damage to fish or wildlife, or fish or wildlife habitat, or otherwise arising out of, pursuant to, or related to this Agreement.

b. Except for the obligations of Grantor or the Grantor's Property pursuant to this Agreement, Grantee does hereby indemnify, defend, and save harmless Grantor and the Grantor's Property from and against any and all liability, loss, damage, expense, actions and claim, including costs and reasonable attorneys' fees, incurred by any owner of the Grantor's Property in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee or the Grantee's Property, in the exercise of their respective rights or the performance of the duties/obligations contained herein, including, but not limited to those resulting from any personal injury, death, property damage, water pollution, hazardous waste contamination, hazardous substances contamination, damage to fish or wildlife, or fish or wildlife habitat, or otherwise arising out of, pursuant to, or related to this Agreement.

5. Miscellaneous Provisions.

a. Running with the Land. This Agreement shall run with the land and shall be binding upon and inure to the owners of the Grantor's Property and Grantee's Property respectively.

b. Covenants and Conditions. Each provision of this Agreement shall be deemed both a covenant and a condition.

c. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. The substantially prevailing party in any dispute arising out of this Agreement shall be awarded its attorneys' fees, expert costs and other costs.

d. Choice of Law. This instrument shall be governed by the laws of the State of Washington. Venue in any action to enforce the terms of this Agreement shall be King County, Washington.

e. No Waiver. The failure of any party hereto to demand performance of any act required hereunder shall not be deemed a waiver of the right to enforce such performance or any other performance required later. A waiver can only be made if it is in writing and signed by the party excusing performance. Any attempted oral waiver shall not be valid.

f. Invalidation. If any provision of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions.

g. Documents. Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be reasonably necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.

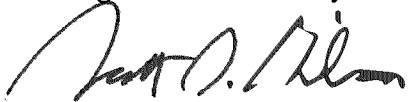
h. No Merger. It is the express intent of the Parties that the easement granted hereunder shall not merge with the fee interest in the Grantor's Property or the Grantee's Property.

i. Amendments. Any amendment or modification of this Agreement must be in writing, signed and notarized by all parties and recorded in a timely manner.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed as of the day and year first above written.

GRANTOR:

GIB DEVELOPMENT LLC
a Washington limited liability co.



By: Scott S. Gibson
Its: Manager

GRANTEE:

GIB DEVELOPMENT LLC
a Washington limited liability co.

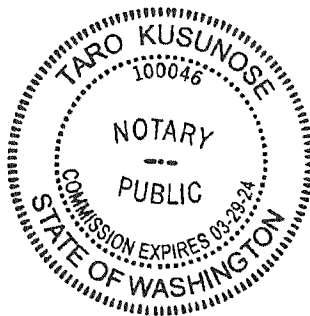


By: Scott S. Gibson
Its: Manager

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that SCOTT S. GIBSON 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 Manager of GIB DEVELOPMENT LLC, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

DATED: 3-5-24



Taro Kusunose
(printed name): TARO KUSUNOSE
NOTARY PUBLIC in and for the State
of Washington, residing at Bellvue, WA
My Commission expires: 3-29-24

EXHIBIT "A"
(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

LOT 1 OF MERCER ISLAND SHORT PLAT NO. SUB 13-008, ACCORDING TO THE SHORT
PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20160802900008 IN
VOLUME 348 OF SURVEYS, PAGES 11-13, RECORDS OF KING COUNTY,
WASHINGTON;

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 531510-0056

EXHIBIT "B"
(LEGAL DESCRIPTION OF GRANTEE'S PROPERTY)

LOT 2 OF MERCER ISLAND SHORT PLAT NO. SUB 13-008, ACCORDING TO THE SHORT PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20160802900008 IN VOLUME 348 OF SURVEYS, PAGES 11-13, RECORDS OF KING COUNTY, WASHINGTON;

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 531510-0055

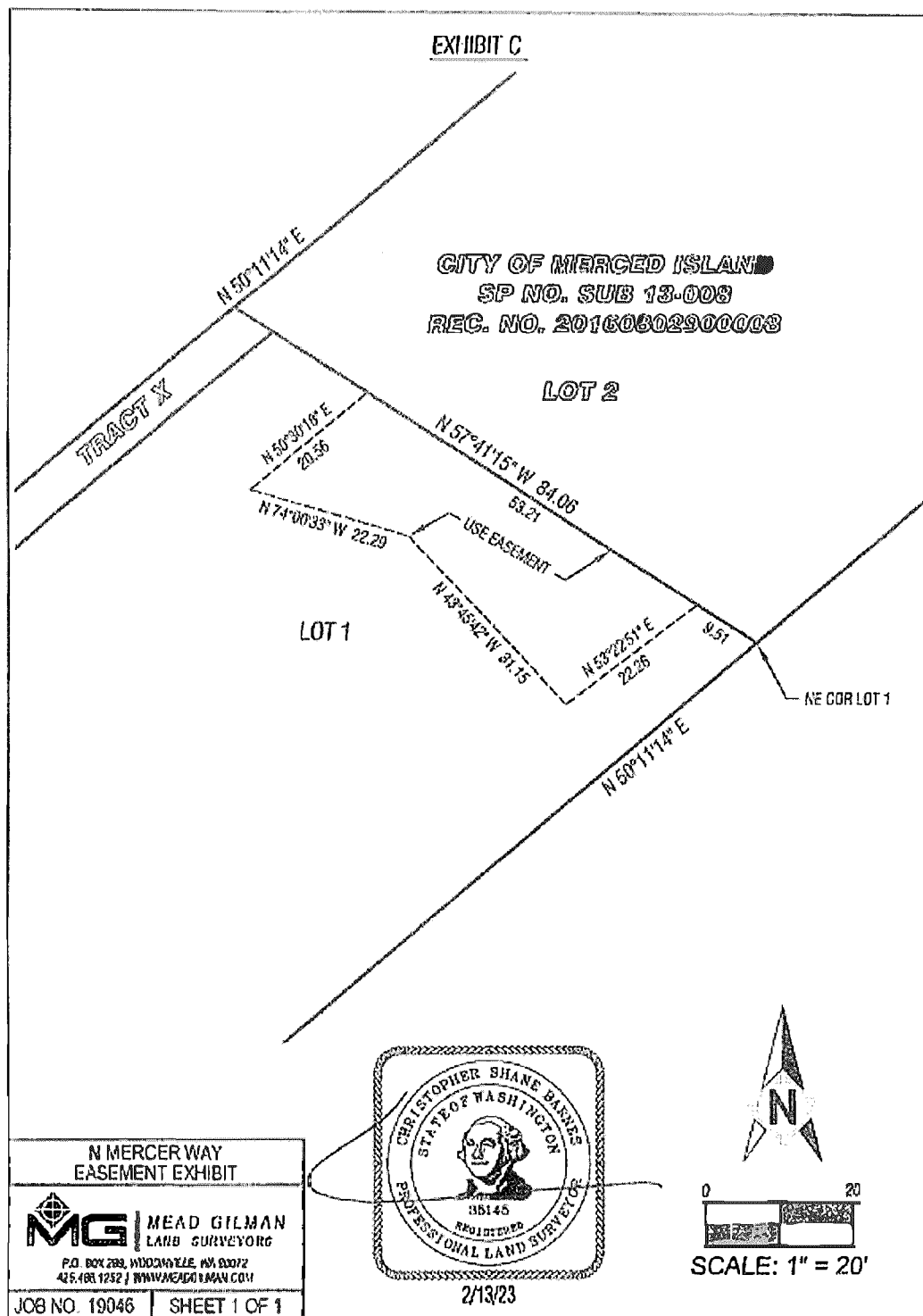
EXHIBIT "C"
(LEGAL DESCRIPTION OF USE EASEMENT AREA)

LOT 1 OF MERCER ISLAND SHORT PLAT NO. SUB 13-008, ACCORDING TO THE SHORT PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20160802900008 IN VOLUME 348 OF SURVEYS, PAGES 11-13, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 57°41'15" WEST ALONG THE NORTHEAST LINE THEREOF 9.51 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHEAST LINE NORTH 57°41'15" WEST 53.21 FEET; THENCE SOUTH 50°30'18" WEST 20.56 FEET; THENCE SOUTH 74°00'33" EAST 22.29 FEET; THENCE SOUTH 43°45'42" EAST 31.15 FEET; THENCE NORTH 53°22'51" EAST 22.26 FEET TO THE **TRUE POINT OF BEGINNING**;

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "D"
(SURVEY MAP OF USE EASEMENT AREA)



PIRAK SHORT PLAT
MERCER ISLAND SHORT PLAT
NO. SUB 08-009

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREIN DESCRIBED, DO HEREBY MAKE A SHORT SUBDIVISION THEREOF PURSUANT TO RCW 58.17.060 AND DECLARE THIS SHORT SUBDIVISION TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID SHORT SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

James D. Pirak
JAMES D. PIRAK
Carolyn W. Pirak
CAROLYN W. PIRAK

ACKNOWLEDGEMENT

STATE OF WASHINGTON) SS
COUNTY OF KING)

ON THIS DAY PERSONALLY APPEARED BEFORE ME JAMES D. PIRAK AND CAROLYN W. PIRAK, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 8th DAY OF Feb, 2011

David R. Jones
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON.
MY COMMISSION EXPIRES Oct. 4, 2011



APPROVALS:

CITY OF MERCER ISLAND
EXAMINED & APPROVED THIS 8th DAY OF February, 2011

[Signature]
PLANNER

CITY OF MERCER ISLAND ENGINEERING
EXAMINED & APPROVED THIS 8th DAY OF FEBRUARY, 2011

[Signature]
CITY ENGINEER

KING COUNTY DEPARTMENT OF ASSESSMENTS
EXAMINED & APPROVED THIS 9th DAY OF February, 2011

Lloyd Hara
KING COUNTY ASSESSOR
Alan Walker
DEPUTY KING COUNTY ASSESSOR

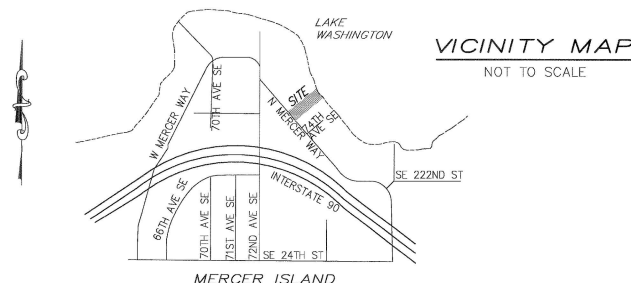
ACCOUNT NUMBER 531510-0055

PROPERTY OWNER

JAMES AND CAROLYN PIRAK
7260 N. MERCER WAY
MERCER ISLAND, WA 98040
PHONE: 206-310-1527

ZONING

CURRENT ZONING OF SUBJECT PROPERTY: R-12 (SINGLE FAMILY RESIDENTIAL, MINIMUM 12,000 S.F. LOTS)



EXISTING LEGAL DESCRIPTION

TAX PARCEL NO. 531510-0055

LOT 11, BLOCK 1, McGUIVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON;

TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

ENGINEER'S NOTES:

A. MAINTENANCE AND REPAIR OF JOINT USE SIDE SEWERS (SEWER LINES FROM THE BUILDING TO THE CITY SEWER MAIN), SHARED ROADS, ACCESS EASEMENTS, STORM DRAINAGE AND STORM DETENTION FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNERS OF EACH LOT SERVED (WITH THE EXCEPTION THAT OWNERS OF ANY LOT WHICH IS LOWER IN ELEVATION SHALL NOT BE RESPONSIBLE FOR THAT PORTION OF A PRIVATE SIDE SEWER ABOVE THEIR CONNECTION.) IN THE EVENT THAT MAINTENANCE AND REPAIR OF ANY FACILITIES ENUMERATED ABOVE ARE NOT PERFORMED TO THE SATISFACTION OF THE CITY ENGINEER, AFTER A TIMELY DEMAND HAS BEEN MADE FOR SUCH ACTION, THE CITY OR ITS AGENT SHALL HAVE THE RIGHT TO ENTER UPON THE PREMISES AND PERFORM THE NECESSARY MAINTENANCE AND REPAIR TO PROTECT THE SAFETY AND GENERAL WELFARE OF THE PUBLIC AND SHALL HAVE THE RIGHT TO CHARGE THE OWNER OF EACH LOT AN EQUAL SHARE OF THE TOTAL MAINTENANCE AND REPAIR COSTS. THE CITY OR THE OWNER OF ANY LOT WITHIN THIS SHORT PLAT SHALL HAVE THE RIGHT TO BRING ACTION IN SUPERIOR COURT TO REQUIRE ANY MAINTENANCE OR REPAIR AND TO RECOVER THE COSTS INCURRED IN MAKING OR EFFECTING REPAIRS TO IMPROVEMENTS.

B. THE MONITORING, CLEANING, MAINTENANCE AND REPAIR OF STORM DRAINS AND STORM DETENTION SYSTEMS IN ACCORDANCE WITH CITY ORDINANCE NO. 95C-118 IS REQUIRED FOR ALL LOT OWNERS WITHIN THIS PLAT TO CONTROL STORMWATER RUNOFF AND CONTROL EROSION AND RELATED TO STORMWATER. ALL COSTS RELATED TO STORMWATER RUNOFF CONTROL SHALL BE BORNE BY THE OWNERS OF EACH LOT IN EQUAL SHARE. THIS OBLIGATION SHALL BE RECORDED SEPARATELY WITH EACH INDIVIDUAL LOT SALE AND SHALL TRAVEL WITH THE LAND.

C. ALL STAGING FOR CONSTRUCTION SHALL OCCUR ON SITE AND SHALL NOT BE LOCATED IN THE PUBLIC RIGHT-OF-WAY.

D. PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, EACH APPLICATION SHALL BE ACCOMPANIED WITH A TEMPORARY EROSION AND SEDIMENTATION CONTROL PLAN, CLEARING AND GRADING PLAN, ACCESS AND UTILITY SERVICE PLAN, A LANDSCAPE PLAN (WHICH SHALL IDENTIFY EXISTING VEGETATION TO BE RETAINED, LIMITS OF ALL CLEARING AND GRADING), AND A SCHEDULE FOR THE CONSTRUCTION. THE APPLICANT'S CIVIL ENGINEER, EXPERIENCED IN SOILS GEOLOGY AND MECHANICS, SHALL REVIEW THE PROPOSED SITE AND BUILDING CONSTRUCTION AND PROVIDE RECOMMENDATIONS THAT WILL LIMIT SITE DISTURBANCE, MINIMIZE RISK OF SOILS MOVEMENT, EVALUATE SITE SLOPE STABILITY AND DEFINE MATERIALS AND CONSTRUCTION PRACTICES FOR THE WORK. THE BUILDING OFFICIAL MAY REQUIRE THAT THE ENGINEER BE PRESENT DURING CONSTRUCTION OF THE WORK, AND RECOMMEND SPECIAL TECHNIQUES OR MITIGATING MEASURES. THE COSTS ASSOCIATED WITH THE ENGINEER'S MONITORING AND MITIGATION MEASURES SHALL BE BORNE BY THE APPLICANT.

E. NO PERMANENT LANDSCAPING, STRUCTURES, OR FENCES SHALL BE PLACED ON OR WITHIN PUBLIC UTILITY OR STORM DRAINAGE EASEMENTS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER. IF IN THE OPINION OF THE CITY ENGINEER, UTILITIES OR STORM DRAINAGE FACILITIES REQUIRE MAINTENANCE, REPAIR OR REPLACEMENT, THE CITY OR ITS AGENT SHALL HAVE THE RIGHT TO ENTER THOSE LOTS ADJOINING THE FACILITY FOR THE PURPOSE OF MAINTAINING, REPAIRING, RELOCATING OR REPLACING SAID FACILITIES. LOT OWNERS SHALL BE RESPONSIBLE FOR THE RESTORATION OF ANY PRIVATE IMPROVEMENTS OR LANDSCAPING WITHIN SAID EASEMENTS.

F. INSTALLATION OF LANDSCAPING AND/OR STRUCTURES INCLUDING TREES, SHRUBS, ROCKS, BERMS, WALLS, GATES, AND OTHER IMPROVEMENTS ARE NOT ALLOWED WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT AN APPROVED ENCROACHMENT AGREEMENT FROM THE CITY PRIOR TO THE WORK OCCURRING.

RESTRICTIONS

1. SUBJECT TO AN EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING TWO SEWER LINES RECORDED JANUARY 18, 1956 UNDER RECORDING NUMBER 6455698.

2. SUBJECT TO AN EASEMENT FOR SEWER TRUNK LINE AND APPURTENANCES PURPOSES RECORDED JANUARY 13, 1969 UNDER RECORDING NUMBER 6457793.

3. SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN A DOCUMENT RECORDED UNDER RECORDING NUMBER 19991015000467.

4. SUBJECT TO AN AGREEMENT AND TERMS AND CONDITIONS THEREOF RECORDED AUGUST 3, 1967 UNDER RECORDING NUMBER 6213446.

RECORDING NO.

20110209900004

VOL./PAGE

278/124

PORTION OF

NE 1/4 of SW 1/4, SEC. 1, T. 24 N., R. 4 E., W.M.

NEW LEGAL DESCRIPTIONS

LOT 1

THAT PORTION OF LOT 11, BLOCK 1, McGUIVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, AND THAT PORTION OF THE SECOND CLASS SHORELANDS, IN KING COUNTY, WASHINGTON, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 11; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT, NORTH 39°48'46" WEST 80.00 FEET TO THE WEST CORNER OF SAID LOT; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 348.46 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 49°56'01" WEST 10.01 FEET; THENCE NORTH 32°20'03" WEST 16.00 FEET; THENCE SOUTH 50°11'14" WEST 156.86 FEET; THENCE SOUTH 39°48'46" EAST 75.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 50°11'14" WEST 180.95 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID LOT 11; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 126.95 FEET; THENCE SOUTH 39°48'46" EAST 9.00 FEET; THENCE SOUTH 50°11'14" WEST 16.00 FEET; THENCE SOUTH 39°48'46" EAST 13.00 FEET; THENCE SOUTH 50°11'14" WEST 175.95 FEET; THENCE SOUTH 39°48'46" EAST 8.00 FEET; THENCE SOUTH 50°11'14" WEST 5.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 39°48'46" WEST 26.00 FEET TO THE POINT OF BEGINNING.

ALSO SUBJECT TO A PRIVATE EASEMENT FOR SEWER, STORM AND DOCK ACCESS PURPOSES DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF SAID LOT 11; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 126.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING, NORTH 50°11'14" EAST 151.51 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 49°56'01" WEST 10.01 FEET; THENCE NORTH 32°20'03" WEST 10.00 FEET; THENCE NORTH 50°11'14" EAST 140.86 FEET; THENCE NORTH 39°48'46" WEST 5.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A 10.00 FOOT WIDE PRIVATE EASEMENT FOR SEWER AND STORM PURPOSES, THE NORTHWESTERLY LINE OF WHICH BEING THE HERENAFORE DESCRIBED LINE HAVING A BEARING AND DISTANCE OF "SOUTH 50°11'14" WEST 156.86 FEET".

ALSO TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

LOT 2

LOT 11, BLOCK 1, McGUIVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON;

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 11 AND THAT PORTION OF SAID SECOND CLASS SHORELANDS DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 11; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT, NORTH 39°48'46" WEST 80.00 FEET TO THE WEST CORNER OF SAID LOT; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 348.46 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 49°56'01" WEST 10.01 FEET; THENCE NORTH 32°20'03" WEST 10.00 FEET; THENCE SOUTH 50°11'14" WEST 156.86 FEET; THENCE SOUTH 39°48'46" EAST 75.00 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 50°11'14" WEST 180.95 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A 10.00 FOOT WIDE PRIVATE EASEMENT FOR SEWER AND STORM PURPOSES, THE NORTHWESTERLY LINE OF WHICH BEING THE HERENAFORE DESCRIBED LINE HAVING A BEARING AND DISTANCE OF "SOUTH 50°11'14" WEST 156.86 FEET".

TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

ALSO TOGETHER WITH A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID LOT 11; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 126.95 FEET; THENCE SOUTH 39°48'46" EAST 5.00 FEET; THENCE SOUTH 50°11'14" WEST 16.00 FEET; THENCE SOUTH 39°48'46" EAST 13.00 FEET; THENCE SOUTH 50°11'14" WEST 175.95 FEET; THENCE SOUTH 39°48'46" EAST 8.00 FEET; THENCE SOUTH 50°11'14" WEST 5.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 39°48'46" WEST 26.00 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH A PRIVATE EASEMENT FOR SEWER, STORM, AND DOCK ACCESS PURPOSES DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST CORNER OF SAID LOT 11; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 126.95 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING, NORTH 50°11'14" EAST 151.51 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 49°56'01" WEST 10.01 FEET; THENCE NORTH 32°20'03" WEST 10.00 FEET; THENCE NORTH 50°11'14" EAST 140.86 FEET; THENCE NORTH 39°48'46" WEST 5.00 FEET TO THE TRUE POINT OF BEGINNING.

RECORDER'

FILED FOR REC

AT _____ M IN

AT THE REQUEST:

MANAGER



20110209900004
PIRAK JAMES D SPI 133.00
PAGE-001 OF 002
02/09/2011 14:53
KING COUNTY, WA

SUPT. OF RECORDS

LAND SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE SURVEY RECORDING ACT AT THE REQUEST OF JAMES AND CAROLYN PIRAK IN JUNE, 2008.

CERTIFICATE NO. 31453



True NORTH
LAND SURVEYING, INC.

815 S. Weller Street
Suite 200
Seattle WA 98104-3023
206.332.0800

PIRAK SHORT PLAT
7260 North Mercer Way
Mercer Island, WA

DWN. BY	DATE	JOB NO.
FM/EF	2-07-11	J08-79.00
CHKD. BY	SCALE	SHEET
EF	N/A	1 of 2

PIRAK SHORT PLAT
MERCER ISLAND SHORT PLAT
NO. SUB 08-009

LEGEND

- BOUNDARY LINE OF PLAT
— NEW LOT LINE
- - - RIGHT-OF-WAY
- - - BSL BUILDING SETBACK LINE (BUILDING PAD)

- FOUND MONUMENT IN CASE AS NOTED HEREON.
● FOUND REBAR OR IRON PIPE AS NOTED HEREON.
○ SET REBAR W/ CAP STAMPED "TINLS LS 31453"
R RECORD DISTANCE - SEE NOTE 4

RECORDING NO.

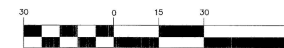
VOL./PAGE

278/125

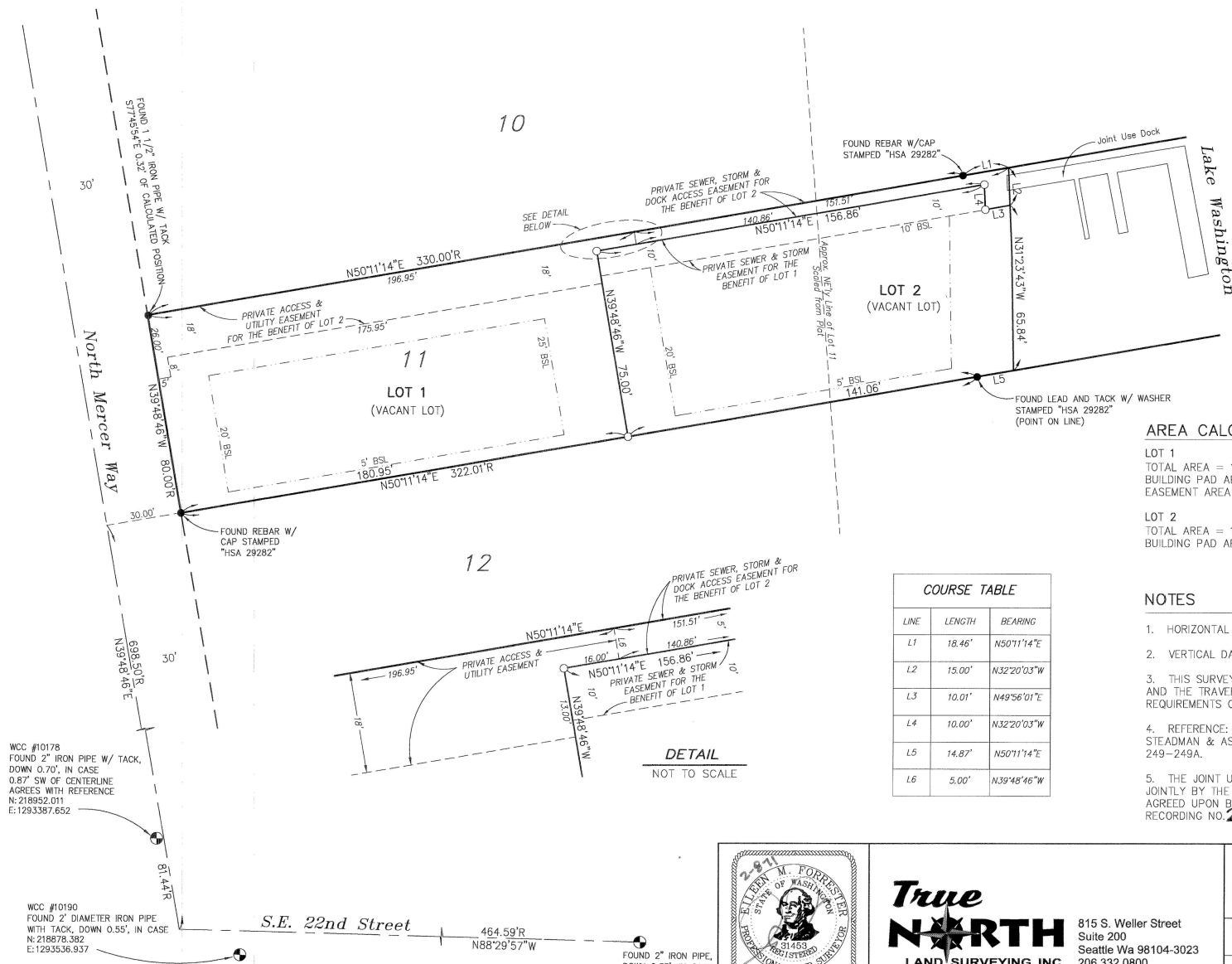
PORTION OF

NE 1/4 of SW 1/4, SEC. 1, T. 24 N., R. 4 E., W.M.

GRAPHIC SCALE



(IN FEET)



AREA CALCULATIONS

LOT 1

TOTAL AREA = 15,410 S.F. (GROSS) 12,033 (NET)
BUILDING PAD AREA = 6,389 S.F.
EASEMENT AREA = 3,377 S.F.

LOT 2

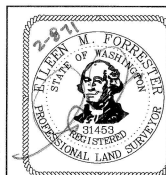
TOTAL AREA = 12,011 S.F. (UPLAND AREA)
BUILDING PAD AREA = 6,978 S.F.

COURSE TABLE

LINE	LENGTH	BEARING
L1	18.46'	N50°11'14"E
L2	15.00'	N32°20'03"W
L3	10.01'	N49°56'01"E
L4	10.00'	N32°20'03"W
L5	14.87'	N50°11'14"E
L6	5.00'	N39°48'46"W

NOTES

- HORIZONTAL DATUM: NAD 83/91.
- VERTICAL DATUM: NAVD 88
- THIS SURVEY WAS PERFORMED USING A LIECA TCRA 1103+ AND THE TRAVERSE CLOSURE MEETS OR EXCEEDS THE REQUIREMENTS OF W.A.C. 332-130-090.
- REFERENCE: RECORD OF SURVEY BY HEBRANK, STEADMAN & ASSOCIATES, INC., P.S., FILED IN BOOK 148, PAGES 249-249A.
- THE JOINT USE DOCK SHOWN HEREON WILL BE MAINTAINED JOINTLY BY THE OWNERS OF THE LOTS WITHIN THIS SHORT PLAT AS AGREED UPON BY THE MAINTENANCE AGREEMENT RECORDED UNDER RECORDING NO. 20110229000425



True NORTH
LAND SURVEYING, INC.

815 S. Weller Street
Suite 200
Seattle Wa 98104-3023
206.332.0800

PIRAK SHORT PLAT
7260 North Mercer Way
Mercer Island, WA

DWN. BY	DATE	JOB NO.
FM/EF	2-07-11	J08-79.00
CHKD. BY	SCALE	SHEET
EF	1" = 30'	2 OF 2

201102099000004
133.00
PREPARED BY: E. M. Forrester
DATE: 02/07/11
SCALE: 1" = 30'

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

LEGAL DESCRIPTION

THAT PORTION OF THE STATE OWNED AQUATIC LANDS OF LAKE WASHINGTON, FOR THE PURPOSE OF A SEWER LINE EASEMENT, SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING GOVERNMENT LOTS 5 AND 6 OF SECTION 1, GOVERNMENT LOT 1 OF SECTION 2, AND GOVERNMENT LOTS 1, 2, AND 3 OF SECTION 11, ALL IN TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, LOCATED IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

A TWENTY FOOT WIDE STRIP OF LAND LYING TEN FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, FROM WHICH THE QUARTER CORNER COMMON TO SECTIONS 11 AND 12 OF SAID TOWNSHIP AND RANGE BEARS S 01°22'19" W, 2679.31 FEET DISTANT; THENCE N 76°44'02" W A DISTANCE OF 1332.15 FEET; THENCE N 81°03'12" W A DISTANCE OF 168.12 FEET TO THE LINE OF NAVIGABILITY AND THE TRUE POINT OF BEGINNING; THENCE N 81°03'12" W A DISTANCE OF 18.76 FEET; THENCE N 58°33'12" W A DISTANCE OF 5.01 FEET; THENCE N 36°03'12" W A DISTANCE OF 5.00 FEET; THENCE N 13°33'12" W A DISTANCE OF 4.99 FEET; THENCE N 08°56'48" E A DISTANCE OF 38.74 FEET TO A POINT HEREINAFTER DESIGNATED N-1; THENCE N 08°56'48" E A DISTANCE OF 8.15 FEET; THENCE N 06°56'48" E A DISTANCE OF 54.00 FEET; THENCE N 04°40'26" E A DISTANCE OF 32.69 FEET TO A POINT HEREINAFTER DESIGNATED N-2; THENCE N 04°40'26" E A DISTANCE OF 3.82 FEET; THENCE N 02°09'35" E A DISTANCE OF 126.00 FEET; THENCE N 01°24'28" E A DISTANCE OF 18.00 FEET; THENCE N 00°12'11" E A DISTANCE OF 36.00 FEET; THENCE N 00°06'12" W A DISTANCE OF 11.73 FEET TO A POINT HEREINAFTER DESIGNATED N-3; THENCE N 00°06'12" W A DISTANCE OF 6.27 FEET; THENCE N 00°10'57" W A DISTANCE OF 162.00 FEET; THENCE N 02°01'46" W A DISTANCE OF 36.00 FEET; THENCE N 03°31'43" W A DISTANCE OF 36.00 FEET; THENCE N 05°01'05" W A DISTANCE OF 1.80 FEET TO A POINT HEREINAFTER DESIGNATED N-4; THENCE N 05°01'05" W A DISTANCE OF 34.20 FEET; THENCE N 06°28'06" W A DISTANCE OF 36.00 FEET; THENCE N 07°45'25" W A DISTANCE OF 72.00 FEET; THENCE N 03°29'35" E A DISTANCE OF 79.33 FEET TO A POINT HEREINAFTER DESIGNATED N-5; THENCE N 03°29'35" E A DISTANCE OF 97.49 FEET TO A POINT HEREINAFTER DESIGNATED N-6; THENCE N 03°29'35" E A DISTANCE OF 78.54 FEET; THENCE N 14°45'36" E A DISTANCE OF 396.50 FEET; THENCE N 37°14'35" E A DISTANCE OF 36.13 FEET; THENCE N 48°29'35" E A DISTANCE OF 69.00 FEET; THENCE N 70°59'35" E A DISTANCE OF 20.00 FEET; THENCE S 86°30'25" E A DISTANCE OF 12.32 FEET TO A POINT HEREINAFTER DESIGNATED N-7; THENCE S 86°30'25" E A DISTANCE OF 149.86 FEET; THENCE S 64°00'25" E A DISTANCE OF 127.63 FEET TO A POINT HEREINAFTER DESIGNATED N-8; THENCE S 64°00'25" E A DISTANCE OF 73.43 FEET; THENCE S 75°15'25" E A DISTANCE OF 118.56 FEET TO A POINT HEREINAFTER DESIGNATED N-9; THENCE S 75°15'25" E A DISTANCE OF 323.88 FEET TO A POINT HEREINAFTER DESIGNATED N-10; THENCE S 75°15'25" E A DISTANCE OF 23.93 FEET; THENCE S 64°00'25" E A DISTANCE OF 37.35 FEET TO A POINT HEREINAFTER DESIGNATED N-11; THENCE S 64°00'25" E A DISTANCE OF 118.16 FEET TO A POINT HEREINAFTER DESIGNATED N-12; THENCE S 64°00'25" E A DISTANCE OF 111.81 FEET; THENCE S 86°30'25" E A DISTANCE OF 63.57 FEET TO A POINT HEREINAFTER DESIGNATED N-13; THENCE S 86°30'25" E A DISTANCE OF 56.43 FEET; THENCE N 70°59'35" E A DISTANCE OF 21.11 FEET TO A POINT HEREINAFTER DESIGNATED N-14; THENCE N 70°59'35" E A DISTANCE OF 77.09 FEET TO A POINT HEREINAFTER DESIGNATED N-15; THENCE N 70°59'35" E A DISTANCE OF 7.50 FEET; THENCE N 57°44'35" E A DISTANCE OF 20.00 FEET; THENCE N 56°44'35" E A DISTANCE OF 20.00 FEET; THENCE N 55°44'35" E A DISTANCE OF 20.00 FEET; THENCE N 53°44'35" E A DISTANCE OF 20.00 FEET; THENCE N 51°44'35" E A DISTANCE OF 20.00 FEET; THENCE N 50°17'29" E A DISTANCE OF 20.13 FEET; THENCE N 48°45'25" E A DISTANCE 14.55 FEET; THENCE N 37°14'35" E A DISTANCE OF 58.08 TO A POINT HEREINAFTER DESIGNATED N-16; THENCE N 37°14'35" E A DISTANCE OF 202.85 FEET; THENCE N 25°59'35" E A DISTANCE OF 191.50 FEET TO A POINT HEREINAFTER DESIGNATED N-17; THENCE N 25°59'35" E A DISTANCE OF 43.36 FEET TO A POINT HEREINAFTER DESIGNATED N-18; THENCE N 25°59'35" E A DISTANCE OF 208.06 FEET; THENCE N 37°14'35" E A DISTANCE OF 53.19 FEET; THENCE N 25°59'35" E A DISTANCE OF 98.87 FEET; THENCE N 14°44'35" E A DISTANCE OF 62.47 FEET; THENCE N 33°24'05" E A DISTANCE OF 38.50 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 11 BEARS S 12°57'13" W, 2441.26 FEET DISTANT, AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

TOGETHER WITH A TWENTY FOOT WIDE STRIP OF LAND LYING TEN FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCING AT THE AFOREMENTIONED NORTHEAST CORNER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, FROM WHICH THE QUARTER CORNER COMMON TO SECTIONS 11 AND 12 OF SAID TOWNSHIP AND RANGE BEARS S 01°22'19" W, 2679.31 FEET DISTANT; THENCE N 76°44'02" W A DISTANCE OF 1332.15 FEET; THENCE N 81°03'12" W A DISTANCE OF 168.12 FEET TO THE LINE OF NAVIGABILITY AND THE TRUE POINT OF BEGINNING; THENCE N 81°03'12" W A DISTANCE OF 11.38 FEET; THENCE S 74°11'29" W A DISTANCE OF 5.90 FEET; THENCE S 51°41'29" W A DISTANCE OF 5.52 FEET; THENCE S 29°11'29" W A DISTANCE OF 48.36 FEET; THENCE S 06°41'29" W A DISTANCE OF 168.45 FEET TO A POINT HEREINAFTER DESIGNATED S-1; THENCE S 06°41'29" W A DISTANCE OF 102.42 FEET; THENCE S 17°56'29" W A DISTANCE OF 100.87 FEET; THENCE S 06°41'29" W A DISTANCE OF 97.00 FEET; THENCE S 04°33'31" E A DISTANCE OF 27.46 FEET TO A POINT HEREINAFTER DESIGNATED S-2; THENCE S 04°33'31" E A DISTANCE OF 115.50 FEET TO A POINT HEREINAFTER DESIGNATED S-3; THENCE S 04°33'31" E A DISTANCE OF 189.03 FEET; THENCE S 06°33'31" E A DISTANCE OF 20.00 FEET; THENCE S 08°33'26" E A DISTANCE OF 20.01 FEET; THENCE S 10°33'31" E A DISTANCE OF 20.00 FEET; THENCE S 12°33'31" E A DISTANCE OF 20.00 FEET; THENCE S 10°33'31" E A DISTANCE OF 20.00 FEET; THENCE S 08°33'31" E A DISTANCE OF 40.00 FEET; THENCE S 09°33'31" E A DISTANCE OF 20.00 FEET; THENCE S 11°33'31" E A DISTANCE OF 20.00 FEET; THENCE S 13°33'21" E A DISTANCE OF 19.97 FEET; THENCE S 13°38'27" E A DISTANCE OF 2.33 FEET TO A POINT HEREINAFTER DESIGNATED S-4; THENCE S 13°38'27" E A DISTANCE OF 17.69 FEET; THENCE S 15°48'31" E A DISTANCE OF 102.25 FEET TO A POINT HEREINAFTER DESIGNATED S-5; THENCE S 15°48'31" E A DISTANCE OF 145.31 FEET TO A POINT HEREINAFTER DESIGNATED S-6; THENCE S 15°48'31" E A DISTANCE OF 95.35 FEET; THENCE S 03°25'55" E A DISTANCE OF 296.19 FEET; THENCE S 03°25'55" E A DISTANCE OF 20.00 FEET; THENCE S 05°25'59" E A DISTANCE OF 20.01 FEET; THENCE S 07°25'52" E A DISTANCE OF 5.27 FEET TO A POINT HEREINAFTER DESIGNATED S-7; THENCE S 07°25'52" E A DISTANCE OF 14.74 FEET; THENCE S 09°25'55" E A DISTANCE OF 20.00 FEET; THENCE S 11°25'55" E A DISTANCE OF 20.00 FEET; THENCE S 09°25'55" E A DISTANCE OF 19.99 FEET; THENCE S 11°26'54" E A DISTANCE OF 19.84 FEET TO A POINT HEREINAFTER DESIGNATED S-8; THENCE S 10°25'55" E A DISTANCE OF 5.07 FEET TO A POINT HEREINAFTER DESIGNATED S-9; THENCE S 10°25'55" E A DISTANCE OF 14.93 FEET; THENCE S 09°25'55" E A DISTANCE OF 20.00 FEET; THENCE S 11°25'55" E A DISTANCE OF 20.00 FEET; THENCE S 12°25'55" E A DISTANCE OF 3.62 FEET TO A POINT HEREINAFTER DESIGNATED S-10; THENCE S 12°25'55" E A DISTANCE OF 16.38 FEET; THENCE S 12°51'26" E A DISTANCE OF 19.98 FEET; THENCE S 14°40'55" E A DISTANCE OF 212.19 FEET; THENCE S 03°25'55" E A DISTANCE OF 129.56 FEET; THENCE S 05°25'55" E A DISTANCE OF 20.00 FEET; THENCE S 05°27'48" E A DISTANCE OF 20.03 FEET; THENCE S 07°25'55" E A DISTANCE OF 40.00 FEET; THENCE S 09°25'55" E A DISTANCE OF 20.00 FEET; THENCE S 07°25'57" E A DISTANCE OF 20.00 FEET; THENCE S 05°25'55" E A DISTANCE OF 20.00 FEET; THENCE S 07°25'55" E A DISTANCE OF 20.00 FEET; THENCE S 09°25'55" E A DISTANCE OF 20.00 FEET; THENCE S 11°25'55" E A DISTANCE OF 20.00 FEET; THENCE S 13°25'55" E A DISTANCE OF 20.00 FEET; THENCE S 13°22'11" E A DISTANCE OF 20.06 FEET; THENCE S 14°40'55" E A DISTANCE OF 107.35 FEET; THENCE S 26°01'34" E A DISTANCE OF 30.06 FEET TO A POINT HEREINAFTER DESIGNATED S-11; THENCE S 26°01'34" E A DISTANCE OF 270.62 FEET; THENCE S 14°46'34" E A DISTANCE OF 96.61 FEET; THENCE S 37°16'34" E A DISTANCE OF 15.07 FEET; THENCE S 59°46'34" E A DISTANCE OF 10.00 FEET; THENCE S 59°46'51" E A DISTANCE OF 7.99 FEET; THENCE S 82°16'45" E A DISTANCE OF 43.17 FEET; THENCE N 86°35'44" E A DISTANCE OF 79.28 FEET; THENCE S 88°37'23" E A DISTANCE OF 188.09 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 11 BEARS N 15°46'45" E, 2753.54 FEET DISTANT, AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

TOGETHER WITH TEN FOOT WIDE STRIPS OF LAND LYING FIVE FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES (THE SIDELINES OF WHICH ARE SHORTENED OR EXTENDED TO MEET THE BOUNDARIES OF THE AFOREMENTIONED 20 FOOT WIDE SEWER EASEMENTS AND THE BOUNDARIES OF THE ADJOINING SHORELAND PROPERTIES OR, IN THE CASE OF PUBLIC LANDS, THE LINE OF ORDINARY HIGH WATER):

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-1; THENCE S 79°12'32" E A DISTANCE OF 26.31 FEET; THENCE S 85°10'10" E A DISTANCE OF 6.07 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-2; THENCE S 82°49'00" E A DISTANCE OF 26.88 FEET; THENCE S 87°22'37" E A DISTANCE OF 17.02 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-3; THENCE S 86°51'20" E A DISTANCE OF 28.15 FEET; THENCE S 83°34'27" E A DISTANCE OF 18.24 FEET; THENCE N 84°40'15" E A DISTANCE OF 5.95 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-4; THENCE S 78°26'24" E A DISTANCE OF 18.90 FEET; THENCE N 82°54'53" E A DISTANCE OF 18.24 FEET; THENCE N 88°00'51" A DISTANCE OF 21.07 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-5; THENCE S 87°13'14" E A DISTANCE OF 70.89 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-6; THENCE S 86°27'14" E A DISTANCE OF 65.52 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-7; THENCE S 26°25'41" E A DISTANCE OF 34.69 FEET; THENCE S 15°55'20" E A DISTANCE OF 36.51 FEET; THENCE S 18°38'44" E A DISTANCE OF 130.67 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-8; THENCE S 19°54'04" E A DISTANCE OF 24.06 FEET; THENCE S 17°02'35" E A DISTANCE OF 36.47 FEET; THENCE S 10°24'58" E A DISTANCE OF 8.01 FEET; THENCE S 04°02'19" W A DISTANCE OF 13.52 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-9; THENCE S 27°18'49" E A DISTANCE OF 23.72 FEET; THENCE S 04°44'02" E A DISTANCE OF 27.49 FEET; THENCE S 06°21'11" E A DISTANCE OF 9.90 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-10; THENCE S 10°04'41" E A DISTANCE OF 19.90 FEET; THENCE S 07°24'36" W A DISTANCE OF 54.17 FEET; THENCE S 03°18'46" W A DISTANCE OF 30.10 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-11; THENCE S 16°47'27" E A DISTANCE OF 17.68 FEET; THENCE S 03°52'21" E A DISTANCE OF 9.12 FEET; THENCE S 01°52'04" W A DISTANCE OF 82.91 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-12; THENCE S 16°54'17" E A DISTANCE OF 48.25 FEET; THENCE S 03°41'14" W A DISTANCE OF 59.90 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-13; THENCE S 05°09'33" W A DISTANCE OF 62.84 FEET; THENCE S 04°09'22" W A DISTANCE OF 50.07 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-14; THENCE S 44°31'38" E A DISTANCE OF 27.12 FEET; THENCE S 42°22'08" E A DISTANCE OF 30.75 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-15; THENCE S 55°08'23" E A DISTANCE OF 26.60 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

COMMENCING AT THE HERETOFORE DESIGNATED POINT N-16; THENCE S 49°56'29" E A DISTANCE OF 65.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 48°15'51" E A DISTANCE OF 16.04 FEET; THENCE S 71°24'02" E A DISTANCE OF 7.95 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-17; THENCE S 48°56'43" E A DISTANCE OF 24.56 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT N-18; THENCE N 71°24'55" E A DISTANCE OF 25.95 FEET; THENCE N 77°58'10" E A DISTANCE OF 17.91 FEET, THENCE N 82°40'57" E A DISTANCE OF 14.67 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT S-1; THENCE S 82°08'19" E A DISTANCE OF 14.61 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT S-2; THENCE N 83°39'25" E A DISTANCE OF 23.70 FEET; THENCE N 86°42'27" E A DISTANCE OF 3.76 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT S-3; THENCE N 80°20'33" E A DISTANCE OF 20.22 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT S-4; THENCE N 71°05'26" E A DISTANCE OF 23.44 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT S-5; THENCE N 66°23'18" E A DISTANCE OF 34.28 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT S-6; THENCE N 72°06'12" FEET A DISTANCE OF 22.10 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT S-7; THENCE N 67°11'51" E A DISTANCE OF 12.81 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT S-8; THENCE N 81°53'12" E A DISTANCE OF 43.48 FEET; THENCE N 77°42'43" E A DISTANCE OF 18.38 FEET; THENCE N 68°51'02" E A DISTANCE OF 61.26 FEET; THENCE N 84°21'20" E A DISTANCE OF 52.32 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT S-9; THENCE N 76°39'31" E A DISTANCE OF 25.53 FEET; THENCE N 81°40'03" E A DISTANCE OF 17.98 FEET; THENCE N 77°12'18" E A DISTANCE OF 18.35 FEET; THENCE N 70°00'59" E A DISTANCE OF 44.36 FEET; THENCE N64°30'02" E A DISTANCE OF 16.50 FEET; THENCE N 85°57'35" E A DISTANCE OF 53.16 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT S-10; THENCE N 79°39'39" E A DISTANCE OF 11.03 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

BEGINNING AT THE HERETOFORE DESIGNATED POINT S-11; THENCE N 59°41'08" E A DISTANCE OF 19.83 FEET, MORE OR LESS, AND THE TERMINUS OF THIS CENTERLINE.

TOTAL LEASE AREA

129661 SQ. FT. = 2.98 ACRES

BEDLANDS PMA AREA

124157 SQ. FT. = 2.85 ACRES

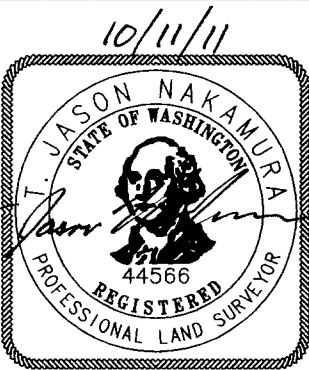
SHORELANDS LEASE AREA

5504 SQ. FT. = 0.13 ACRES

SURVEYOR’S CERTIFICATE

This map correctly represents a survey made by me or under my direct supervision in conformance with the requirements of the Survey Recording Act at the request of CITY OF MERCER ISLAND in JULY 2010

T. JASON NAKAMURA
Certificate No. 44566



20111027900002
MERCER ISLAND SURVEY 175.00
PAGE-002 OF 010
10/27/2011 12:06
KING COUNTY, WA

Manager Superintendent of Records



INCA ENGINEERS INC.
400 112th Avenue NE
Suite 400
Bellevue, WA. 98004
(425) 635-1000

Date 10/05/11

Dwn.By JTN

Chk.By MCR

F.B.

File Name

SECTION INDEX DATA:

SEC. 1, 2 & 11, T 24 N, R 4 E

PROJECT:

MERCER ISLAND SEWER LINE
DNR AQUATIC LEASE AGREEMENT
APPLICATION NO.

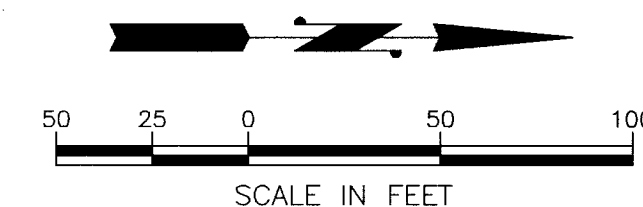
CLIENT:

CITY OF MERCER ISLAND
9601 SE 36TH ST.
MERCER ISLAND, WASHINGTON 98040

SHEET

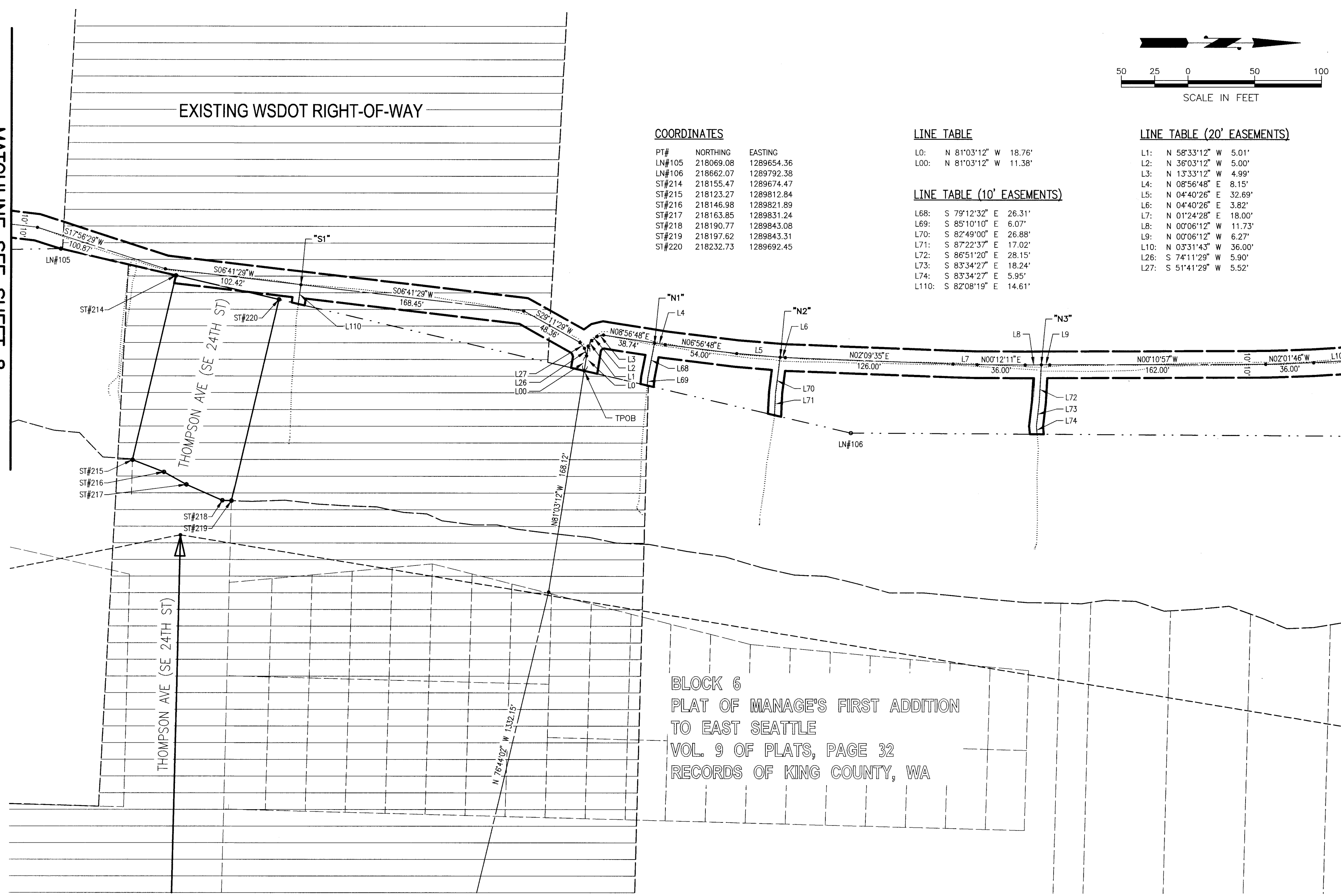
2
OF
10

JOB NO.
10-053



MATCHLINE SEE SHEET 8

MATCHLINE SEE SHEET 4



COORDINATES

PT#	NORTHING	EASTING
LN#105	218069.08	1289654.36
LN#106	218662.07	1289792.38
ST#214	218155.47	1289674.47
ST#215	218123.27	1289812.84
ST#216	218146.98	1289821.89
ST#217	218163.85	1289831.24
ST#218	218190.77	1289843.08
ST#219	218197.62	1289843.31
ST#220	218232.73	1289692.45

LINE TABLE

L0:	N 81°03'12" W	18.76'
L00:	N 81°03'12" W	11.38'

LINE TABLE (10' EASEMENTS)

L68:	S 79°12'32" E	26.31'
L69:	S 85°10'10" E	6.07'
L70:	S 82°49'00" E	26.88'
L71:	S 87°22'37" E	17.02'
L72:	S 86°51'20" E	28.15'
L73:	S 83°34'27" E	18.24'
L74:	S 83°34'27" E	5.95'
L110:	S 82°08'19" E	14.61'

LINE TABLE (20' EASEMENTS)

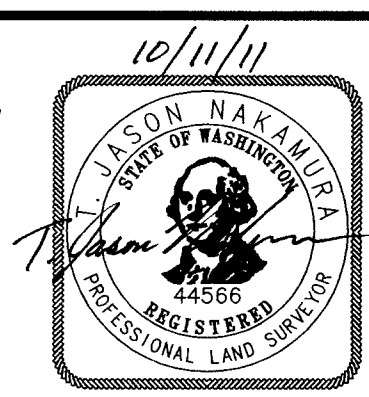
L1:	N 58°33'12" W	5.01'
L2:	N 36°03'12" W	5.00'
L3:	N 13°33'12" W	4.99'
L4:	N 08°56'48" E	8.15'
L5:	N 04°40'26" E	32.69'
L6:	N 04°40'26" E	3.82'
L7:	N 01°24'28" E	18.00'
L8:	N 00°06'12" W	11.73'
L9:	N 00°06'12" W	6.27'
L10:	N 03°31'43" W	36.00'
L26:	S 74°11'29" W	5.90'
L27:	S 51°41'29" W	5.52'

BLOCK 6
PLAT OF MANAGE'S FIRST ADDITION
TO EAST SEATTLE
VOL. 9 OF PLATS, PAGE 32
RECORDS OF KING COUNTY, WA

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direct supervision in conformance with the requirements of the Survey Recording Act at the request of CITY OF MERCER ISLAND in JULY 2010

T. JASON NAKAMURA
Certificate No. 44566



20111027900002

MERCER ISLAND SURVEY 175.00
PAGE-003 OF 010
10/27/2011 12:06
KING COUNTY, WA

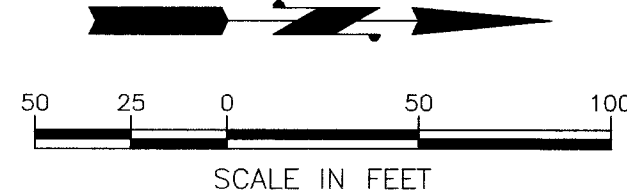
Manager Superintendent of Records

INCA
INCA ENGINEERS INC.
400 112th Avenue NE
Suite 400
Bellevue, WA. 98004
(425) 635-1000

Date 10/05/11
Dwn.By JTN
Chk.By MCR
F.B.
File Name

SECTION INDEX DATA:	SEC. 1, 2 & 11, T 24 N, R 4 E
PROJECT:	MERCER ISLAND SEWER LINE DNR AQUATIC LEASE AGREEMENT APPLICATION NO.
CLIENT:	CITY OF MERCER ISLAND 9601 SE 36TH ST. MERCER ISLAND, WASHINGTON 98040

SHEET	3
OF	10
JOB NO.	10-053



COORDINATES

PT#	NORTHING	EASTING
LN#107	219575.07	1289797.41
LN#108	219742.06	1290047.41

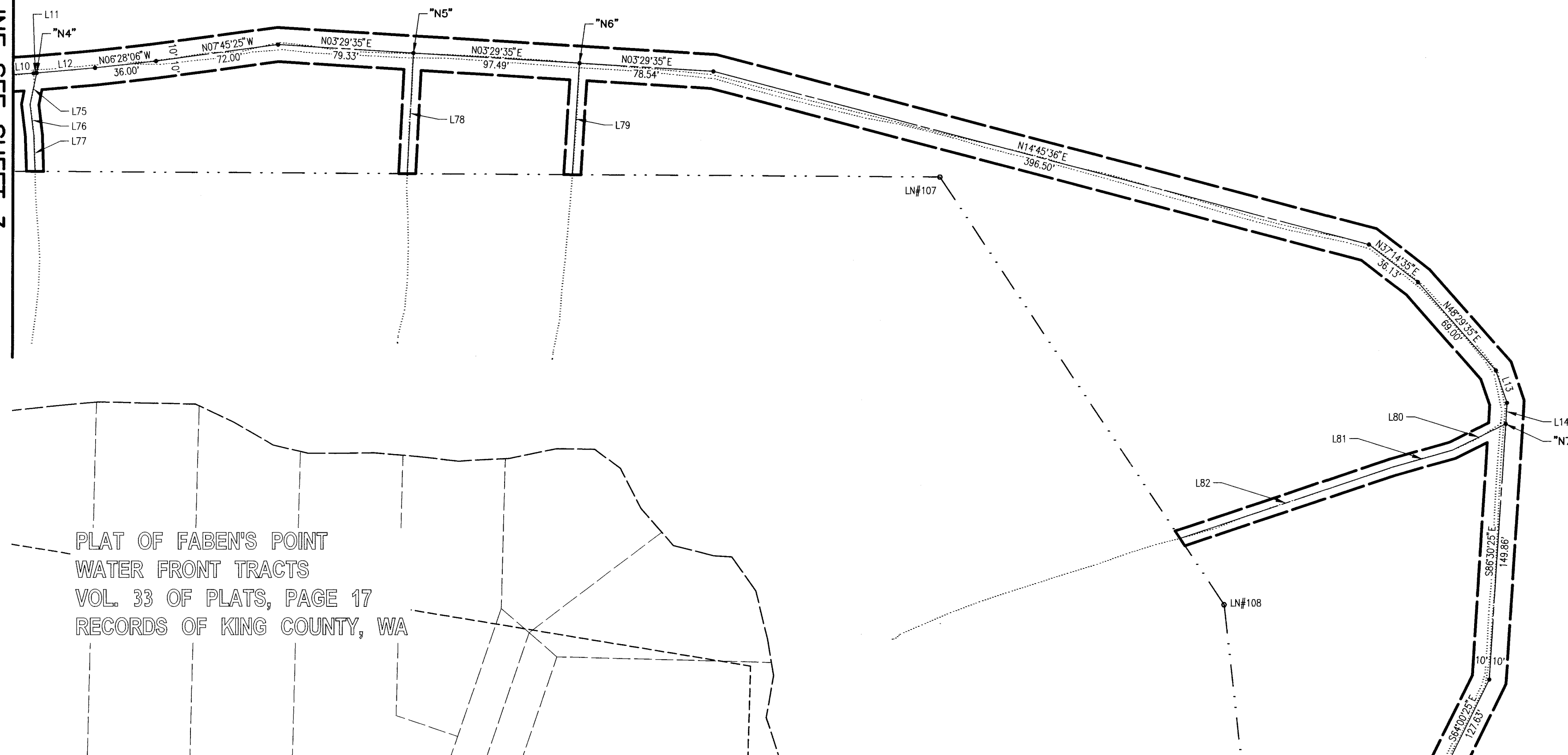
LINE TABLE (20' EASEMENTS)

L11:	N 05°01'05" W	1.80'
L12:	N 05°01'05" W	34.20'
L13:	N 70°59'35" E	20.00'
L14:	S 86°30'25" E	12.32'

LINE TABLE (10' EASEMENTS)

L75:	S 78°26'24" E	18.90'
L76:	N 82°54'53" E	18.24'
L77:	N 88°00'51" E	21.07'
L78:	S 87°13'14" E	70.89'
L79:	S 86°27'14" E	65.52'
L80:	S 26°25'41" E	34.69'
L81:	S 15°55'20" E	36.51'
L82:	S 18°38'44" E	130.67'

MATCHLINE SEE SHEET 3

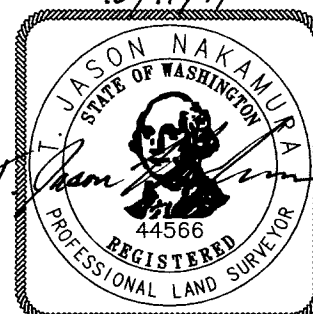


MATCHLINE SEE SHEET 5

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direct supervision in conformance with the requirements of the Survey Recording Act at the request of CITY OF MERCER ISLAND in JULY 2010

T. JASON NAKAMURA
Certificate No. 44566



20111027900002
MERCER ISLAND SURVEY 175.00
PAGE-004 OF 010
10/27/2011 12:06
KING COUNTY, WA

Manager Superintendent of Records



INCA ENGINEERS INC.
400 112th Avenue NE
Suite 400
Bellevue, WA. 98004
(425) 635-1000

Date 10/05/11

Dwn.By JTN

Chk.By MCR

F.B.

File Name

SECTION INDEX DATA:

SEC. 1, 2 & 11, T 24 N, R 4 E

PROJECT:

MERCER ISLAND SEWER LINE
DNR AQUATIC LEASE AGREEMENT
APPLICATION NO.

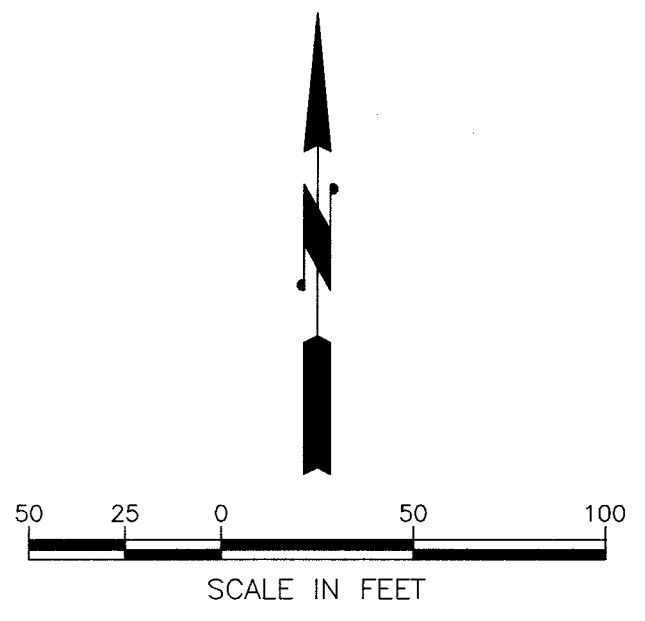
CLIENT:

CITY OF MERCER ISLAND
9601 SE 36TH ST.
MERCER ISLAND, WASHINGTON 98040

SHEET

4
OF
10

JOB NO.
10-053



COORDINATES

PT#	NORTHING	EASTING
LN#109	219769.06	1290285.41
LN#110	219455.03	1291014.41

LINE TABLE (20' EASEMENTS)

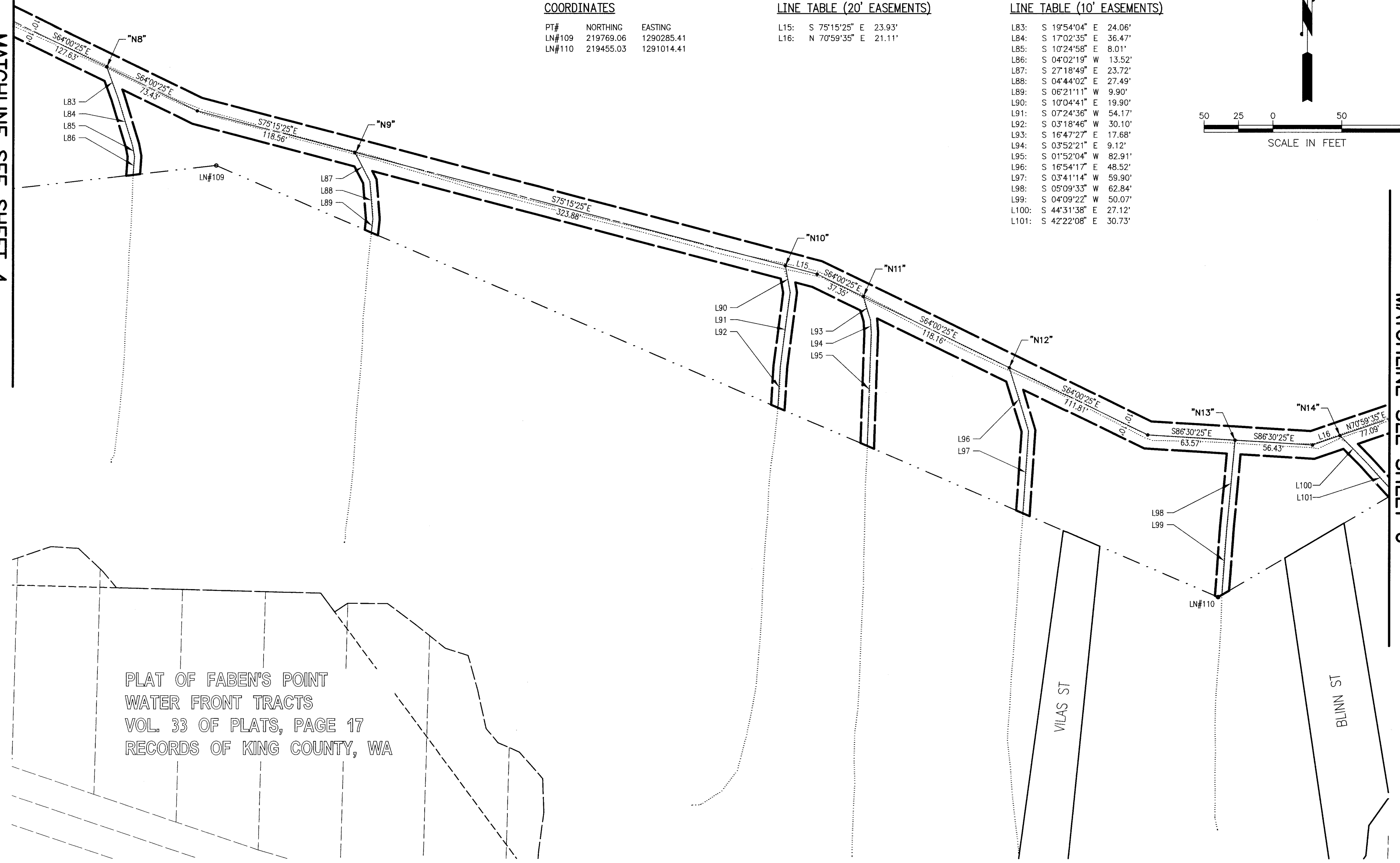
L15:	S 75°15'25" E	23.93'
L16:	N 70°59'35" E	21.11'

LINE TABLE (10' EASEMENTS)

L83:	S 19°54'04" E	24.06'
L84:	S 17°02'35" E	36.47'
L85:	S 10°24'58" E	8.01'
L86:	S 04°02'19" W	13.52'
L87:	S 27°18'49" E	23.72'
L88:	S 04°44'02" E	27.49'
L89:	S 06°21'11" W	9.90'
L90:	S 10°04'41" E	19.90'
L91:	S 07°24'36" W	54.17'
L92:	S 03°18'46" W	30.10'
L93:	S 16°47'27" E	17.68'
L94:	S 03°52'21" E	9.12'
L95:	S 01°52'04" W	82.91'
L96:	S 16°54'17" E	48.52'
L97:	S 03°41'14" W	59.90'
L98:	S 05°09'33" W	62.84'
L99:	S 04°09'22" W	50.07'
L100:	S 44°31'38" E	27.12'
L101:	S 42°22'08" E	30.73'

MATCHLINE SEE SHEET 4

MATCHLINE SEE SHEET 6

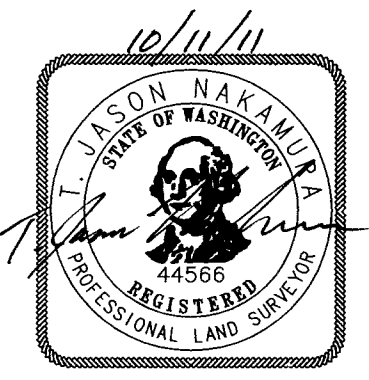


PLAT OF FABEN'S POINT
WATER FRONT TRACTS
VOL. 33 OF PLATS, PAGE 17
RECORDS OF KING COUNTY, WA

SURVEYOR'S CERTIFICATE

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T. JASON NAKAMURA
Certificate No. 44566



Manager _____ Superintendent of Records _____

INCA
INCA ENGINEERS INC.
400 112th Avenue NE
Suite 400
Bellevue, WA. 98004
(425) 635-1000

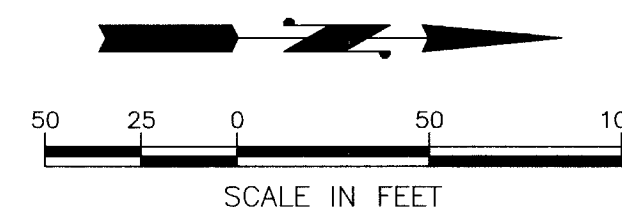
Date 10/05/11
Dwn.By JTN
Chk.By MCR
F.B. _____
File Name _____

SECTION INDEX DATA:	SEC. 1, 2 & 11, T 24 N, R 4 E
PROJECT:	MERCER ISLAND SEWER LINE DNR AQUATIC LEASE AGREEMENT APPLICATION NO.
CLIENT:	CITY OF MERCER ISLAND 9601 SE 36TH ST. MERCER ISLAND, WASHINGTON 98040

SHEET	5
OF	10
JOB NO.	10-053

283/274

MATCHLINE SEE SHEET 5



COORDINATES

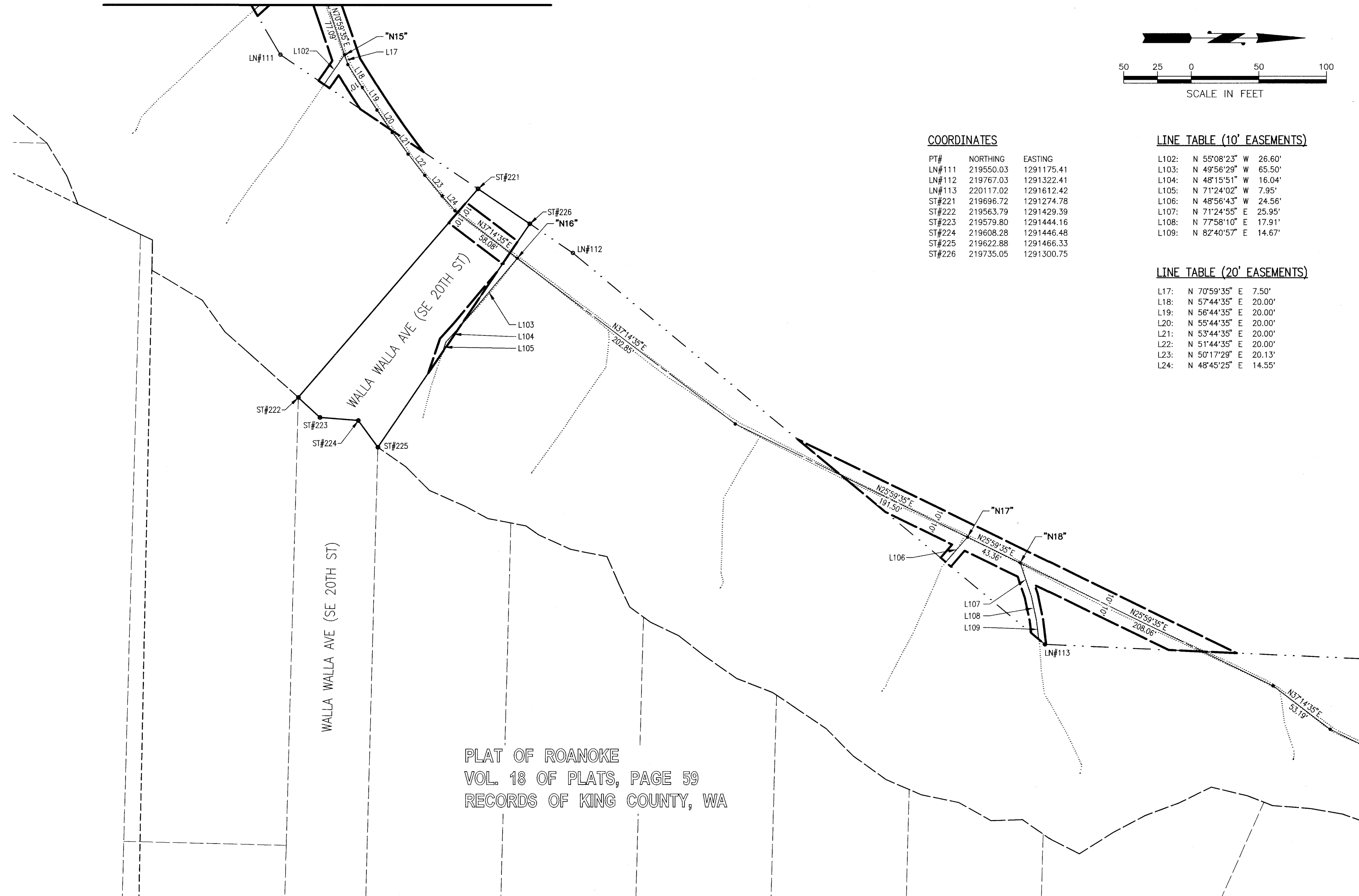
PT#	NORTHING	EASTING
LN#111	219550.03	1291175.41
LN#112	219767.03	1291322.41
LN#113	220117.02	1291612.42
ST#221	219696.72	1291274.78
ST#222	219563.79	1291429.39
ST#223	219579.80	1291444.16
ST#224	219608.28	1291446.48
ST#225	219622.88	1291466.33
ST#226	219735.05	1291300.75

LINE TABLE (10' EASEMENTS)

L102:	N 55°08'23" W	26.60'
L103:	N 49°56'29" W	65.50'
L104:	N 48°15'51" W	16.04'
L105:	N 71°24'02" W	7.95'
L106:	N 48°56'43" W	24.56'
L107:	N 71°24'55" E	25.95'
L108:	N 77°58'10" E	17.91'
L109:	N 82°40'57" E	14.67'

LINE TABLE (20' EASEMENTS)

L17:	N 70°59'35" E	7.50'
L18:	N 57°44'35" E	20.00'
L19:	N 56°44'35" E	20.00'
L20:	N 55°44'35" E	20.00'
L21:	N 53°44'35" E	20.00'
L22:	N 51°44'35" E	20.00'
L23:	N 50°17'29" E	20.13'
L24:	N 48°45'25" E	14.55'



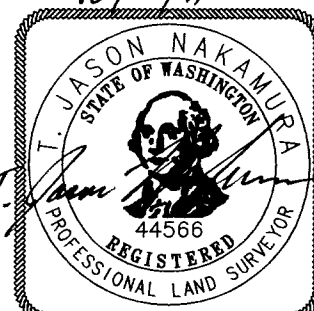
PLAT OF ROANOKE
VOL. 18 OF PLATS, PAGE 59
RECORDS OF KING COUNTY, WA

SURVEYOR'S CERTIFICATE

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T. JASON NAKAMURA

Certificate No. 44566



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MERCER ISLAND SURVEY 175.00
PAGE-006 OF 010
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KING COUNTY, WA

County, Washington.
Manager Superintendent of Records



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400 112th Avenue NE
Suite 400
Bellevue, WA. 98004
(425) 635-1000

Date 10/05/11

Dwn.By JTN

Chk.By MCR

F.B.

File Name

SECTION INDEX DATA:

SEC. 1, 2 & 11, T 24 N, R 4 E

PROJECT:

MERCER ISLAND SEWER LINE
DNR AQUATIC LEASE AGREEMENT
APPLICATION NO.

CLIENT:

CITY OF MERCER ISLAND
9601 SE 36TH ST.
MERCER ISLAND, WASHINGTON 98040

SHEET

6
OF
10

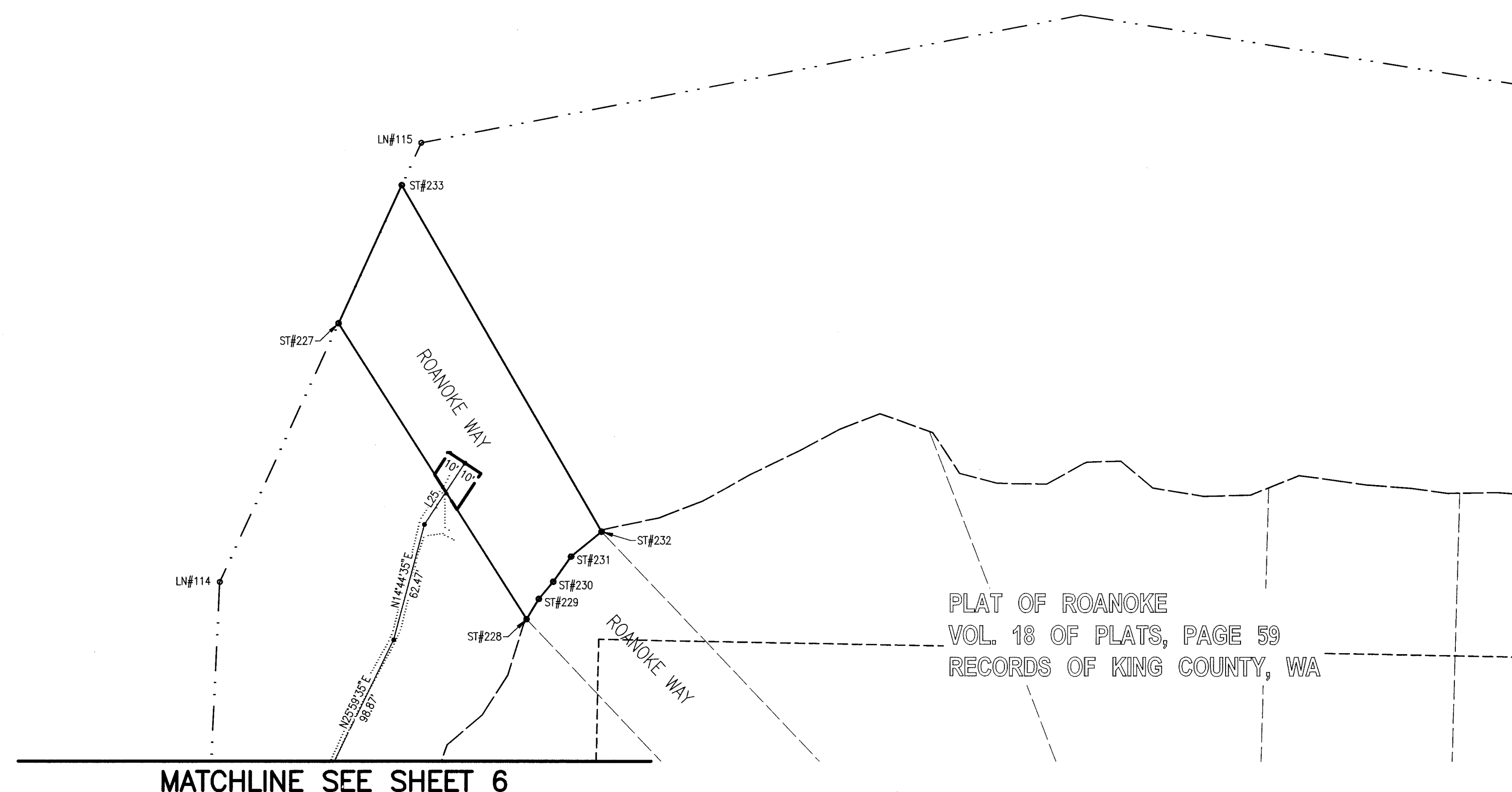
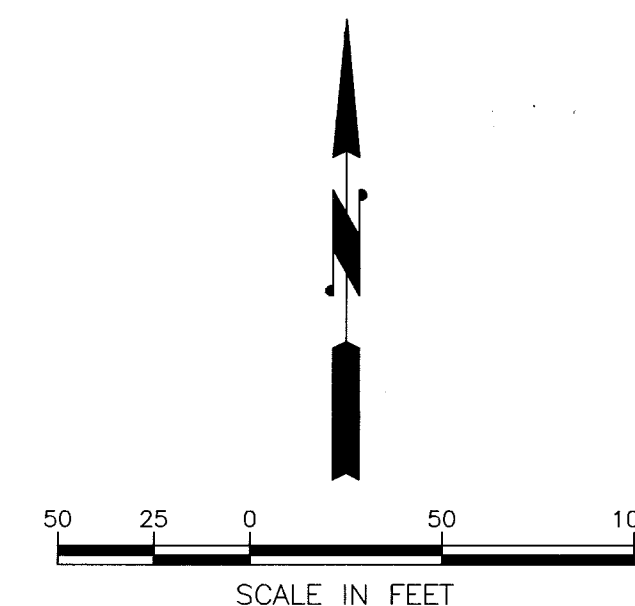
JOB NO.
10-053

COORDINATES

PT#	NORTHING	EASTING
LN#114	220447.02	1291627.43
LN#115	220677.01	1291732.44
ST#227	220582.63	1291689.35
ST#228	220427.55	1291788.19
ST#229	220438.18	1291794.60
ST#230	220447.17	1291802.10
ST#231	220460.36	1291811.40
ST#232	220473.43	1291827.35
ST#233	220654.76	1291722.28

LINE TABLE (20' EASEMENTS)

L25: N 33°24'05" E 38.50'

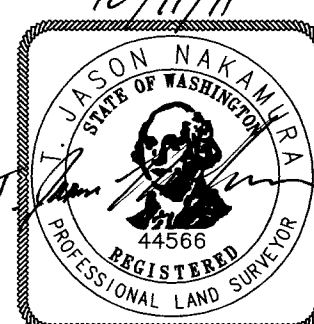


SURVEYOR'S CERTIFICATE

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T. JASON NAKAMURA

Certificate No. 44566



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MERCER ISLAND SURVEY 175.00
PAGE-007 OF 010
10/27/2011 12:06
KING COUNTY, WA

Manager

Superintendent of Records



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Bellevue, WA. 98004
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Date 10/05/11

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Chk.By MCR

F.B. _____

File Name

SECTION INDEX DATA:

SEC. 1, 2 & 11, T 24 N, R 4 E

PROJECT:

MERCER ISLAND SEWER LINE
DNR AQUATIC LEASE AGREEMENT
APPLICATION NO.

CLIENT:

T: CITY OF MERCER ISLAND
9601 SE 36TH ST.
MERCER ISLAND, WASHINGTON 98040

SHEET

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C

1

JOB NO.

10-053

LINE TABLE (20' EASEMENTS)

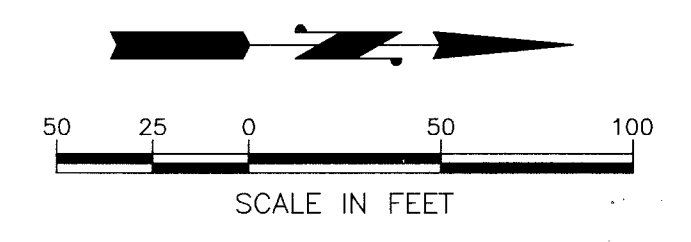
L28:	S 04°33'31" E	27.46'
L29:	S 06°33'31" E	20.00'
L30:	S 08°33'26" E	20.01'
L31:	S 10°33'31" E	20.00'
L32:	S 12°33'31" E	20.00'
L33:	S 10°33'31" E	20.00'
L34:	S 09°33'31" E	20.00'
L35:	S 11°33'31" E	20.00'
L36:	S 13°33'31" E	19.97'
L37:	S 13°38'27" E	2.33'
L38:	S 13°38'27" E	17.69'

LINE TABLE (10' EASEMENTS)

L111:	N 83°39'25" E	23.70'
L112:	N 86°42'27" E	3.76'
L113:	N 80°20'33" E	20.22'
L114:	N 71°05'26" E	23.44'
L115:	N 66°23'18" E	34.28'
L116:	N 72°06'12" E	22.10'

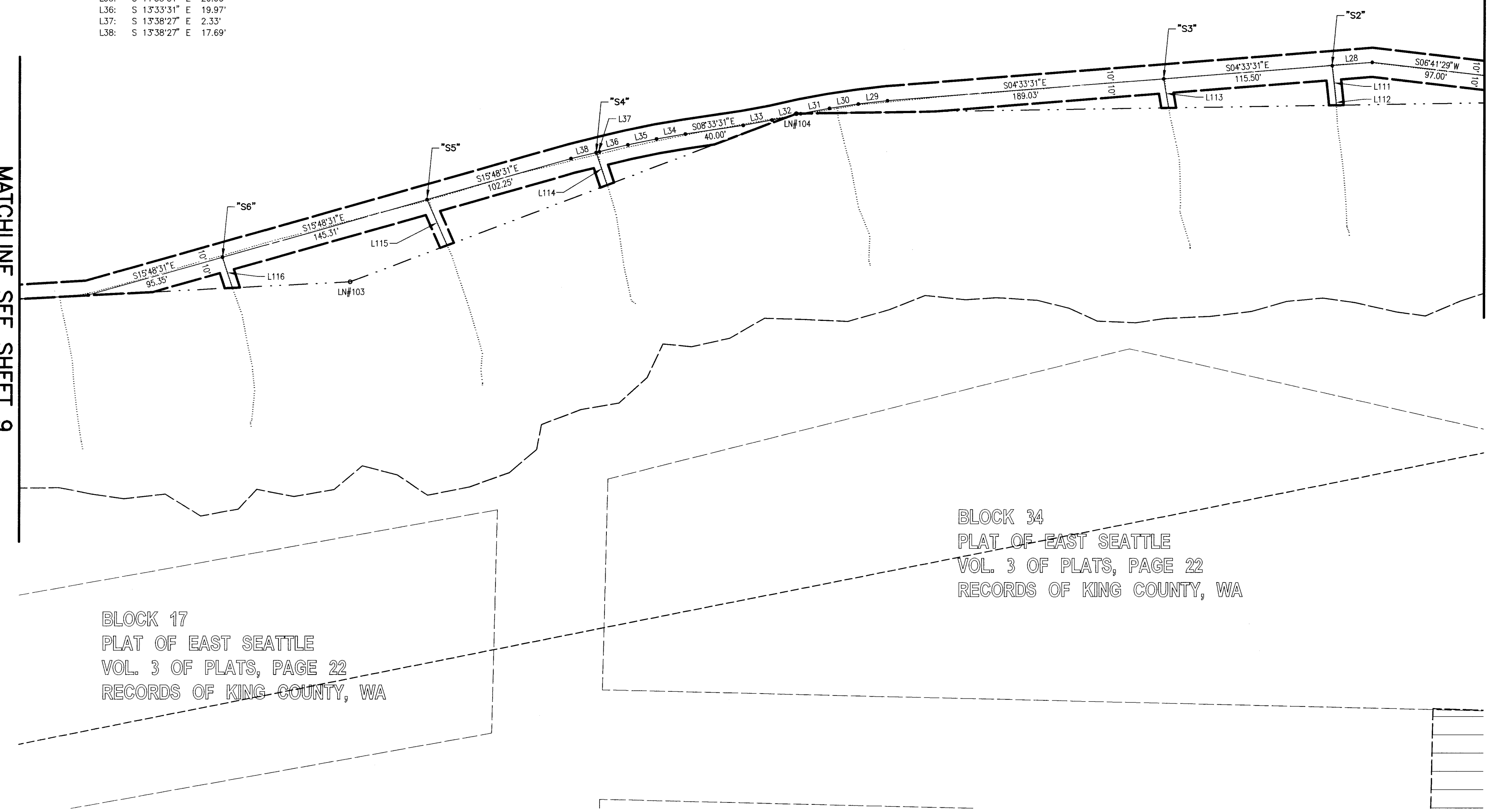
COORDINATES

PT#	NORTHING	EASTING
LN#103	217257.07	1289777.34
LN#104	217562.08	1289662.35



MATCHLINE SEE SHEET 9

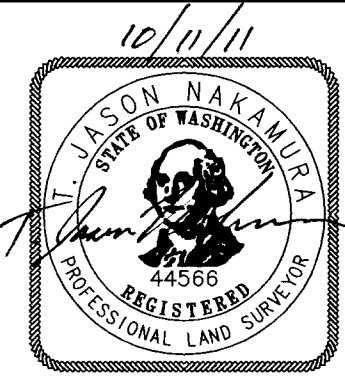
MATCHLINE SEE SHEET 3



SURVEYOR'S CERTIFICATE

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T. JASON NAKAMURA
Certificate No. 44566



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MERCER ISLAND SURVEY 175.00
PAGE-008 OF 010
10/27/2011 12:06
KING COUNTY, WA

Manager Superintendent of Records



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Bellevue, WA. 98004
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Date 10/05/11
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Chk.By MCR
F.B.
File Name

SECTION INDEX DATA:	SEC. 1, 2 & 11, T 24 N, R 4 E
PROJECT:	MERCER ISLAND SEWER LINE DNR AQUATIC LEASE AGREEMENT APPLICATION NO.
CLIENT:	CITY OF MERCER ISLAND 9601 SE 36TH ST. MERCER ISLAND, WASHINGTON 98040

SHEET	8
OF	10
JOB NO.	10-053

LINE TABLE (20' EASEMENTS)

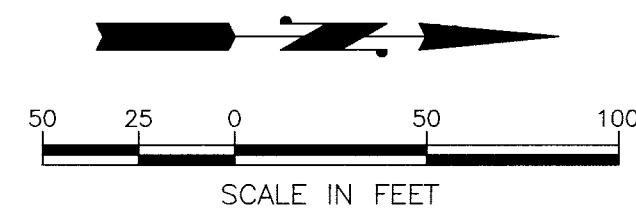
L39:	S 03°25'55" E	20.00'
L40:	S 05°25'59" E	20.01'
L41:	S 07°25'52" E	5.27'
L42:	S 07°25'52" E	14.74'
L43:	S 09°25'55" E	20.00'
L44:	S 11°25'55" E	20.00'
L45:	S 09°25'55" E	19.99'
L46:	S 11°26'54" E	19.84'
L47:	S 10°25'55" E	5.07'
L48:	S 10°25'55" E	14.93'
L49:	S 09°25'55" E	20.00'
L50:	S 11°25'55" E	20.00'
L51:	S 12°25'55" E	3.62'
L52:	S 12°25'55" E	16.38'
L53:	S 12°51'26" E	19.98'
L54:	S 05°25'55" E	20.00'
L55:	S 05°27'48" E	20.03'
L56:	S 09°25'55" E	20.00'
L57:	S 07°25'57" E	20.00'
L58:	S 05°25'55" E	20.00'
L59:	S 07°25'55" E	20.00'
L60:	S 09°25'55" E	20.00'

LINE TABLE (10' EASEMENTS)

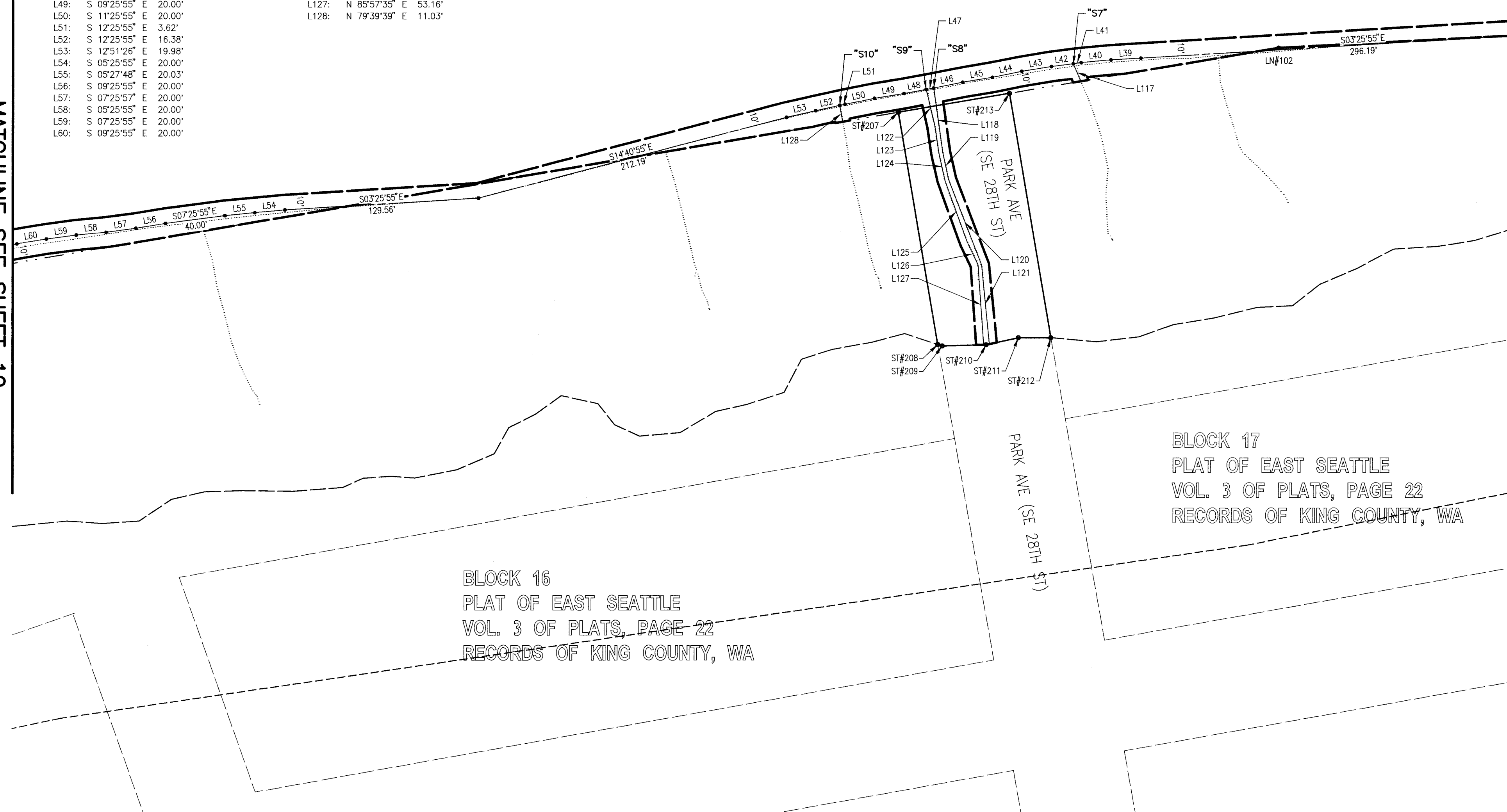
L117:	N 67°11'51" E	12.81'
L118:	N 81°53'12" E	43.48'
L119:	N 77°42'43" E	18.38'
L120:	N 68°51'02" E	61.26'
L121:	N 84°21'20" E	52.32'
L122:	N 76°39'31" E	25.53'
L123:	N 81°40'03" E	17.98'
L124:	N 77°12'18" E	18.35'
L125:	N 70°00'59" E	44.36'
L126:	N 64°30'02" E	16.50'
L127:	N 85°57'35" E	53.16'
L128:	N 79°39'39" E	11.03'

COORDINATES

PT#	NORTHING	EASTING
LN#102	216874.07	1289797.33
ST#207	216620.82	1289840.51
ST#208	216647.22	1289995.35
ST#209	216650.22	1289996.34
ST#210	216679.52	1289995.56
ST#211	216700.95	1289990.94
ST#212	216722.62	1289990.94
ST#213	216694.82	1289827.89



MATCHLINE SEE SHEET 10



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T. JASON NAKAMURA

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MERCER ISLAND SURVEY 175.00
PAGE-009 OF 010
10/27/2011 12:06
KING COUNTY, WA

Manager

Superintendent of Records



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Date 10/05/11

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Chk. By MCR

F.B.

File Name

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DNR AQUATIC LEASE AGREEMENT
APPLICATION NO.

CLIENT:

CITY OF MERCER ISLAND
9601 SE 36TH ST.
MERCER ISLAND, WASHINGTON 98040

SHEET

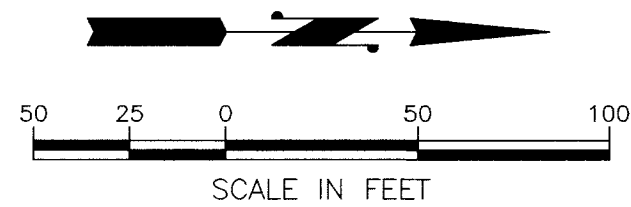
9

OF

10

JOB NO.

10-053

LINE TABLE (20' EASEMENTS)

L61: S 11°25'55" E 20.00'
 L62: S 13°25'55" E 20.00'
 L63: S 13°22'11" E 20.06'
 L64: S 26°01'34" E 30.06'
 L65: S 37°16'34" E 15.07'
 L66: S 59°46'34" E 10.00'
 L67: S 59°46'51" E 7.99'

COORDINATES

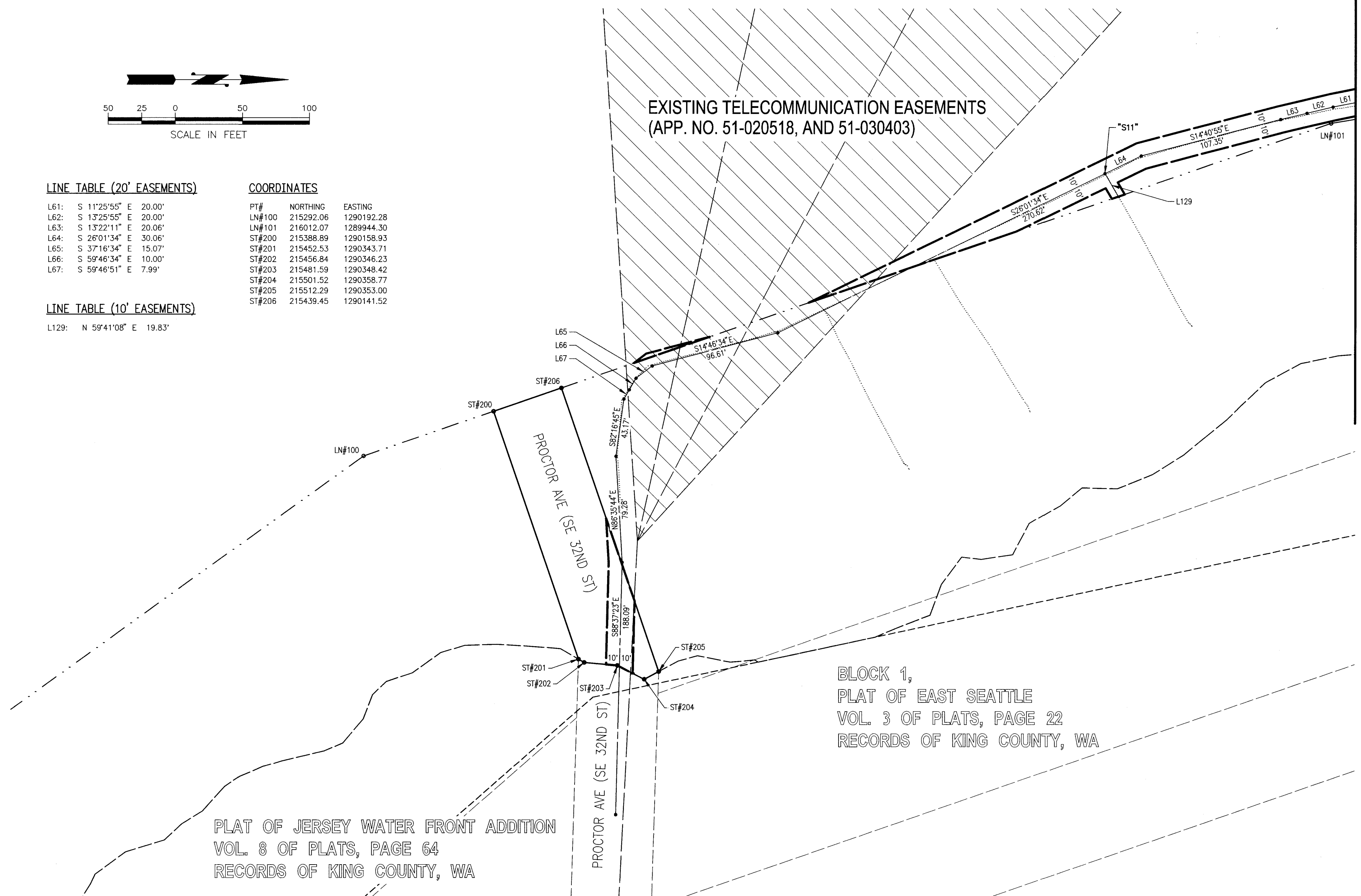
PT#	NORTHING	EASTING
LN#100	215292.06	1290192.28
LN#101	216012.07	1289944.30
ST#200	215388.89	1290158.93
ST#201	215452.53	1290343.71
ST#202	215456.84	1290346.23
ST#203	215481.59	1290348.42
ST#204	215501.52	1290358.77
ST#205	215512.29	1290353.00
ST#206	215439.45	1290141.52

LINE TABLE (10' EASEMENTS)

L129: N 59°41'08" E 19.83'

EXISTING TELECOMMUNICATION EASEMENTS
 (APP. NO. 51-020518, AND 51-030403)

MATCHLINE SEE SHEET 9

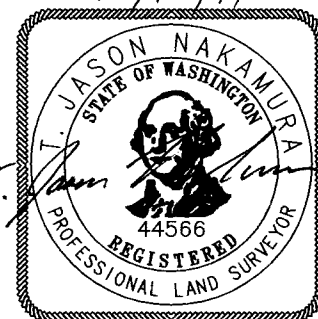


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T. JASON NAKAMURA

Certificate No. 44566



20111027900002
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 PAGE-010 OF 010
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 KING COUNTY, WA

Manager

Superintendent of Records



INCA ENGINEERS INC.
 400 112th Avenue NE
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 Bellevue, WA. 98004
 (425) 635-1000

Date 10/05/11

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Chk. By MCR

F.B.

File Name

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SEC. 1, 2 & 11, T 24 N, R 4 E

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CLIENT:

CITY OF MERCER ISLAND
 9601 SE 36TH ST.
 MERCER ISLAND, WASHINGTON 98040

SHEET

10

OF

10

JOB NO.

10-053

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

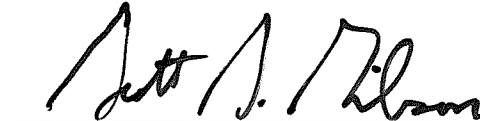
CITY OF MERCER ISLAND
SHORT PLAT
NO. SUB 13-008

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREIN DESCRIBED, DO HEREBY MAKE A SHORT SUBDIVISION THEREOF PURSUANT TO RCW 58.17.060 AND DECLARE THIS SHORT SUBDIVISION TO BE THE GRAPHIC REPRESENTATION OF THE SAME, AND THAT SAID SHORT SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

FOR GIB DEVELOPMENT, LLC


SCOTT GIBSON, ITS MANAGING MEMBER

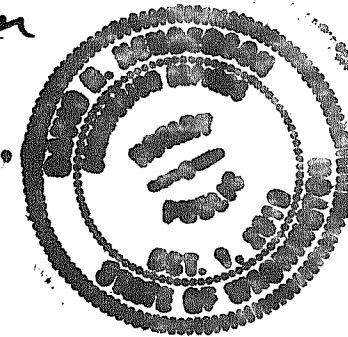
ACKNOWLEDGEMENT

STATE OF WASHINGTON)
COUNTY OF KING)

ON THIS DAY BEFORE ME PERSONALLY APPEARED SCOTT GIBSON, TO ME KNOWN TO BE THE MANAGING MEMBER OF GIB DEVELOPMENT LLC WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 28th DAY OF July, 2016


NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON.
MY COMMISSION EXPIRES October 1, 2019



APPROVALS:

CITY OF MERCER ISLAND PLANNING

EXAMINED & APPROVED THIS 28 DAY OF July, 2016


CODE OFFICIAL

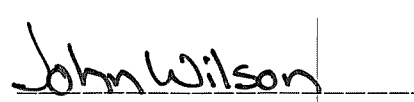
CITY OF MERCER ISLAND ENGINEERING

EXAMINED & APPROVED THIS 28th DAY OF July, 2016.


CITY ENGINEER

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED & APPROVED THIS 2nd DAY OF August, 2016


KING COUNTY ASSESSOR


DEPUTY KING COUNTY ASSESSOR

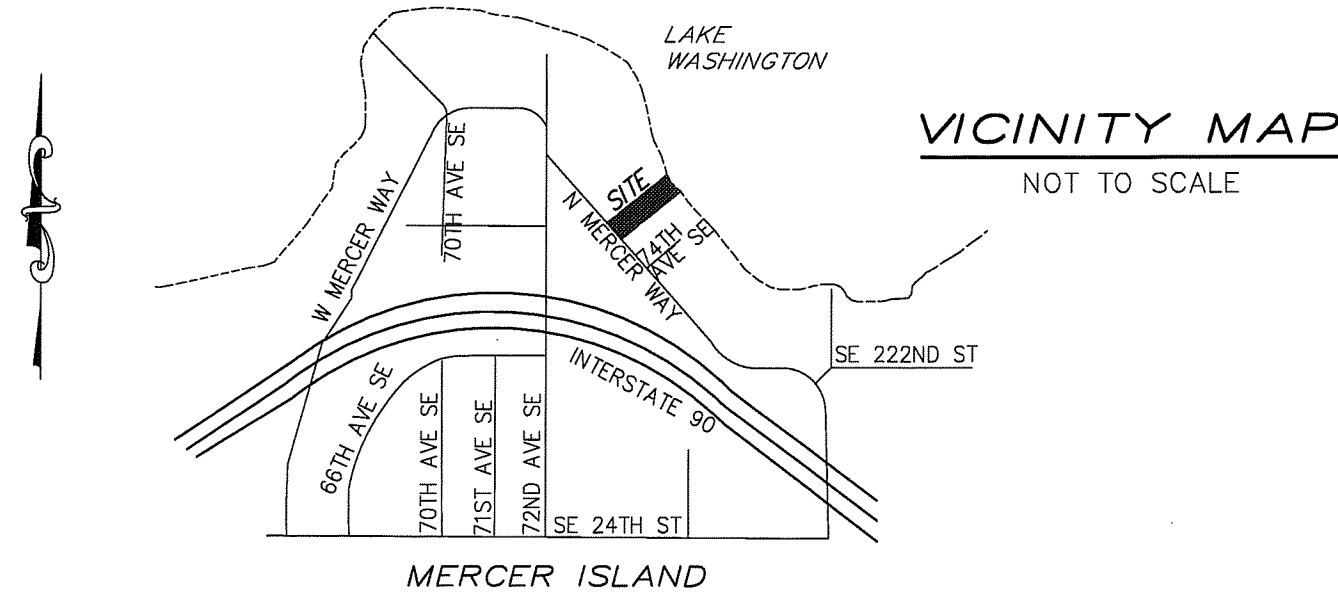
ACCOUNT NUMBER 531510-0055 & 531510-0056

PROPERTY OWNER

ZONING

SCOTT GIBSON
GIB DEVELOPMENT, LLC
P.O. BOX 956
MERCER ISLAND, WA 98040
PHONE: 206-679-2320

CURRENT ZONING OF SUBJECT PROPERTY:
R-12 (SINGLE FAMILY RESIDENTIAL, MINIMUM
12,000 S.F. LOTS)



EXISTING LEGAL DESCRIPTIONS

LOT 1 - TAX PARCEL NO. 531510-0056

LOT 1 OF MERCER ISLAND SHORT PLAT NO. SUB 08-009, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20110209900004, RECORDS OF KING COUNTY, WASHINGTON;

SUBJECT TO A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES DEDICATED ON SAID SHORT PLAT;

ALSO SUBJECT TO A PRIVATE EASEMENT FOR SEWER, STORM AND DOCK ACCESS PURPOSES DEDICATED ON SAID SHORT PLAT;

TOGETHER WITH A 10.00 FOOT WIDE PRIVATE EASEMENT FOR SEWER AND STORM PURPOSES DEDICATED ON SAID SHORT PLAT;

ALSO TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

LOT 2 - TAX PARCEL NO. 531510-0055

LOT 2 OF MERCER ISLAND SHORT PLAT NO. SUB 08-009, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20110209900004, RECORDS OF KING COUNTY, WASHINGTON;

SUBJECT TO A 10.00 FOOT WIDE PRIVATE EASEMENT FOR SEWER AND STORM PURPOSES DEDICATED ON SAID SHORT PLAT;

TOGETHER WITH A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES DEDICATED ON SAID SHORT PLAT;

ALSO TOGETHER WITH A PRIVATE EASEMENT FOR SEWER, STORM, AND DOCK ACCESS PURPOSES DEDICATED ON SAID SHORT PLAT;

ALSO TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON;

ENGINEER'S NOTES:

1. MAINTENANCE AND REPAIR OF JOINT USE SIDE SEWERS (SEWER LINES FROM THE BUILDING TO THE CITY SEWER MAIN), SHARED ROADS, ACCESS EASEMENTS, STORM DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNERS OF EACH LOT SERVED (WITH THE EXCEPTION THAT OWNERS OF ANY LOT WHICH IS LOWER IN ELEVATION SHALL NOT BE RESPONSIBLE FOR THAT PORTION OF A PRIVATE SIDE SEWER ABOVE THEIR CONNECTION.) IN THE EVENT THAT MAINTENANCE AND REPAIR OF ANY FACILITIES ENUMERATED ABOVE ARE NOT PERFORMED TO THE SATISFACTION OF THE CITY ENGINEER, AFTER A TIMELY DEMAND HAS BEEN MADE FOR SUCH ACTION, THE CITY OR ITS AGENT SHALL HAVE THE RIGHT TO ENTER UPON THE PREMISES AND PERFORM THE NECESSARY MAINTENANCE AND REPAIR TO PROTECT THE SAFETY AND GENERAL WELFARE OF THE PUBLIC AND SHALL HAVE THE RIGHT TO CHARGE THE OWNER OF EACH LOT AN EQUAL SHARE OF THE TOTAL MAINTENANCE AND REPAIR COSTS. THE CITY OR THE OWNER OF ANY LOT WITHIN THIS SHORT PLAT SHALL HAVE THE RIGHT TO BRING ACTION IN SUPERIOR COURT TO REQUIRE ANY MAINTENANCE OR REPAIR AND TO RECOVER THE COSTS INCURRED IN MAKING OR EFFECTING REPAIRS TO IMPROVEMENTS.

2. THE MONITORING, CLEANING, MAINTENANCE AND REPAIR OF STORM DRAINAGE SYSTEMS IN ACCORDANCE WITH CITY ORDINANCE NO. 95C-118 IS REQUIRED FOR ALL LOT OWNERS WITHIN THIS PLAT TO CONTROL STORMWATER RUNOFF AND CONTROL EROSION AND FLOODING DOWNSTREAM. ALL COSTS RELATED TO STORMWATER RUNOFF CONTROL SHALL BE BORNE BY THE OWNERS OF EACH LOT IN EQUAL SHARE. THIS OBLIGATION SHALL BE RECORDED SEPARATELY WITH EACH INDIVIDUAL LOT SALE AND SHALL TRAVEL WITH THE LAND.

3. ALL STAGING FOR CONSTRUCTION SHALL OCCUR ON SITE AND SHALL NOT BE LOCATED IN THE PUBLIC RIGHT-OF-WAY.

4. PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, EACH APPLICATION SHALL BE ACCOMPANIED WITH A TEMPORARY EROSION AND SEDIMENTATION CONTROL PLAN, CLEARING AND GRADING PLAN, ACCESS AND UTILITY SERVICE PLAN, A LANDSCAPE PLAN (WHICH SHALL IDENTIFY EXISTING VEGETATION TO BE RETAINED, LIMITS OF ALL CLEARING AND GRADING), AND A SCHEDULE FOR THE CONSTRUCTION. THE APPLICANT'S CIVIL ENGINEER, EXPERIENCED IN SOILS GEOLOGY AND MECHANICS, SHALL REVIEW THE PROPOSED SITE AND BUILDING CONSTRUCTION AND PROVIDE RECOMMENDATIONS THAT WILL LIMIT SITE DISTURBANCE, MINIMIZE RISK OF SOILS MOVEMENT, EVALUATE SITE SLOPE STABILITY AND DEFINE MATERIALS AND CONSTRUCTION PRACTICES FOR THE WORK. THE BUILDING OFFICIAL MAY REQUIRE THAT THE ENGINEER BE PRESENT DURING CONSTRUCTION, MONITOR THE WORK, AND RECOMMEND SPECIAL TECHNIQUES OR MITIGATING MEASURES. THE COSTS ASSOCIATED WITH THE ENGINEER'S MONITORING AND MITIGATION MEASURES SHALL BE BORNE BY THE APPLICANT.

5. NO PERMANENT LANDSCAPING, STRUCTURES, OR FENCES SHALL BE PLACED ON OR WITHIN PUBLIC UTILITY OR STORM DRAINAGE EASEMENTS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER. IF IN THE OPINION OF THE CITY ENGINEER, UTILITIES OR STORM DRAINAGE FACILITIES REQUIRE MAINTENANCE, REPAIR OR REPLACEMENT, THE CITY OR ITS AGENT SHALL HAVE THE RIGHT TO ENTER THOSE LOTS ADJOINING THE FACILITY FOR THE PURPOSE OF MAINTAINING, REPAIRING, RELOCATING OR REPLACING SAID FACILITIES. LOT OWNERS SHALL BE RESPONSIBLE FOR THE RESTORATION OF ANY PRIVATE IMPROVEMENTS OR LANDSCAPING WITHIN SAID EASEMENTS.

6. INSTALLATION OF LANDSCAPING AND/OR STRUCTURES INCLUDING TREES, SHRUBS, ROCKS, BERMS, WALLS, GATES, AND OTHER IMPROVEMENTS ARE NOT ALLOWED WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT AN APPROVED ENCROACHMENT AGREEMENT FROM THE CITY PRIOR TO THE WORK OCCURRING.

7. OWNERS OF LOT 1 AND LOT 2 SHALL SHARE AN EQUAL OWNERSHIP, AND MAINTENANCE AND REPAIR INTEREST IN TRACT X.

RECORDER'S CERTIFICATE

FILED FOR RECORD THIS 2nd DAY OF Aug., 2016

AT 4:49 P.M. IN BOOK 348 OF SURVEYS AT PAGE 011-013

AT THE REQUEST OF TRUE NORTH LAND SURVEYING, INC.

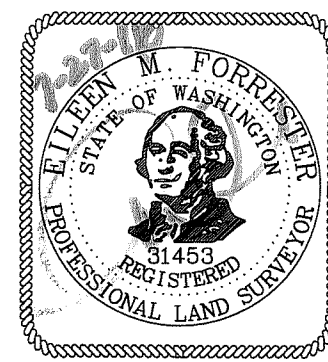
MANAGER

SUPT. OF RECORDS

LAND SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE SURVEY RECORDING ACT AT THE REQUEST OF ON THE ROCK 98040 LLC IN APRIL 2013. THE MONUMENTS SHOWN HEREON EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND GEOETIC DETAILS ARE CORRECT.

CERTIFICATE NO. 31453



True NORTH
LAND SURVEYING, INC.

815 S. Weller Street
Suite 200
Seattle Wa 98104-3023
206.332.0800

GIB DEVELOPMENT LLC
SHORT PLAT
7260 North Mercer Way
Mercer Island, WA

DWN. BY	DATE	JOB NO.
EF	7-27-2016	J08-79.03
CHKD. BY	SCALE	SHEET
EF	N/A	1 OF 3

RECORDING NO.

VOL./PAGE

348/011

PORTION OF

NE 1/4 of SW 1/4, SEC. 1, T. 24 N., R. 4 E., W.M.

NEW LEGAL DESCRIPTIONS

LOT 1 - TAX PARCEL NO. 531510-0056

THOSE PORTIONS OF LOTS 1 AND 2 OF MERCER ISLAND SHORT PLAT NO. SUB 08-009, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20110209900004, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 1 AND 2, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 57°41'15" WEST 77.89 FEET TO A LINE PARALLEL WITH AND 5.87 FEET SOUTHERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE, SOUTH 50°11'14" WEST 179.64 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 39°48'46" EAST 74.13 FEET TO THE POINT OF BEGINNING;

SUBJECT TO A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES FOR THE BENEFIT OF LOT 2 OVER THE NORTHWESTERLY 12.13 FEET THEREOF;

ALSO SUBJECT TO A PUBLIC UTILITY EASEMENT FOR THE BENEFIT OF BOTH LOTS 1 AND 2, BEING THE SOUTHWESTERLY 5.00 FEET OF THE SOUTHEASTERLY 8.00 FEET OF THE NORTHWESTERLY 20.13 FEET THEREOF;

TOGETHER WITH A PRIVATE EASEMENT FOR UTILITY PURPOSES DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 57°41'15" WEST 72.50 FEET TO A POINT ON A LINE PARALLEL WITH AND 11.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, NORTH 50°11'14" EAST 113.36 FEET; THENCE SOUTH 39°48'46" EAST 4.00 FEET; THENCE NORTH 50°11'14" EAST 51.86 FEET; THENCE NORTH 32°20'03" WEST 15.13 FEET TO SAID NORTHWESTERLY LINE OF LOT 1; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 50°11'14" WEST 170.71 FEET; THENCE SOUTH 57°41'15" EAST 11.56 FEET TO THE TRUE POINT OF BEGINNING.

LOT 2 - TAX PARCEL NO. 531510-0055

THOSE PORTIONS OF LOTS 1 AND 2 OF MERCER ISLAND SHORT PLAT NO. SUB 08-009, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20110209900004, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 1 AND 2, NORTH 50°11'14" EAST 203.55 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 57°41'15" WEST 84.06 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 50°11'14" EAST 170.71 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 31°23'43" EAST 65.84 FEET TO SAID SOUTHEASTERLY LINE OF LOT 2; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 50°11'14" WEST 133.32 FEET TO THE TRUE POINT OF BEGINNING;

SUBJECT TO A PRIVATE EASEMENT FOR UTILITY PURPOSES FOR THE BENEFIT OF LOT 1, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 57°41'15" WEST 72.50 FEET TO A POINT ON A LINE PARALLEL WITH AND 11.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, NORTH 50°11'14" EAST 113.36 FEET; THENCE SOUTH 39°48'46" EAST 4.00 FEET; THENCE NORTH 50°11'14" EAST 51.86 FEET; THENCE NORTH 32°20'03" WEST 15.13 FEET TO SAID NORTHWESTERLY LINE OF LOT 1; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 50°11'14" WEST 170.71 FEET; THENCE SOUTH 57°41'15" EAST 11.56 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 177.75 FEET; THENCE SOUTH 57°41'15" EAST 18.91 FEET TO A LINE PARALLEL WITH AND 18.00 FEET SOUTHEASTERLY OF SAID NORTHWESTERLY LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 50°11'14" WEST 178.56 FEET; THENCE SOUTH 39°48'46" EAST 8.00 FEET; THENCE SOUTH 50°11'14" WEST 5.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 39°48'46" WEST 26.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH SHORELANDS OF THE SECOND CLASS AS CONVEYED BY THE STATE OF WASHINGTON SITUATED IN FRONT OF, ADJACENT TO AND ABUTTING THEREON.

TRACT "X" - ACCESS AND UTILITY EASEMENT

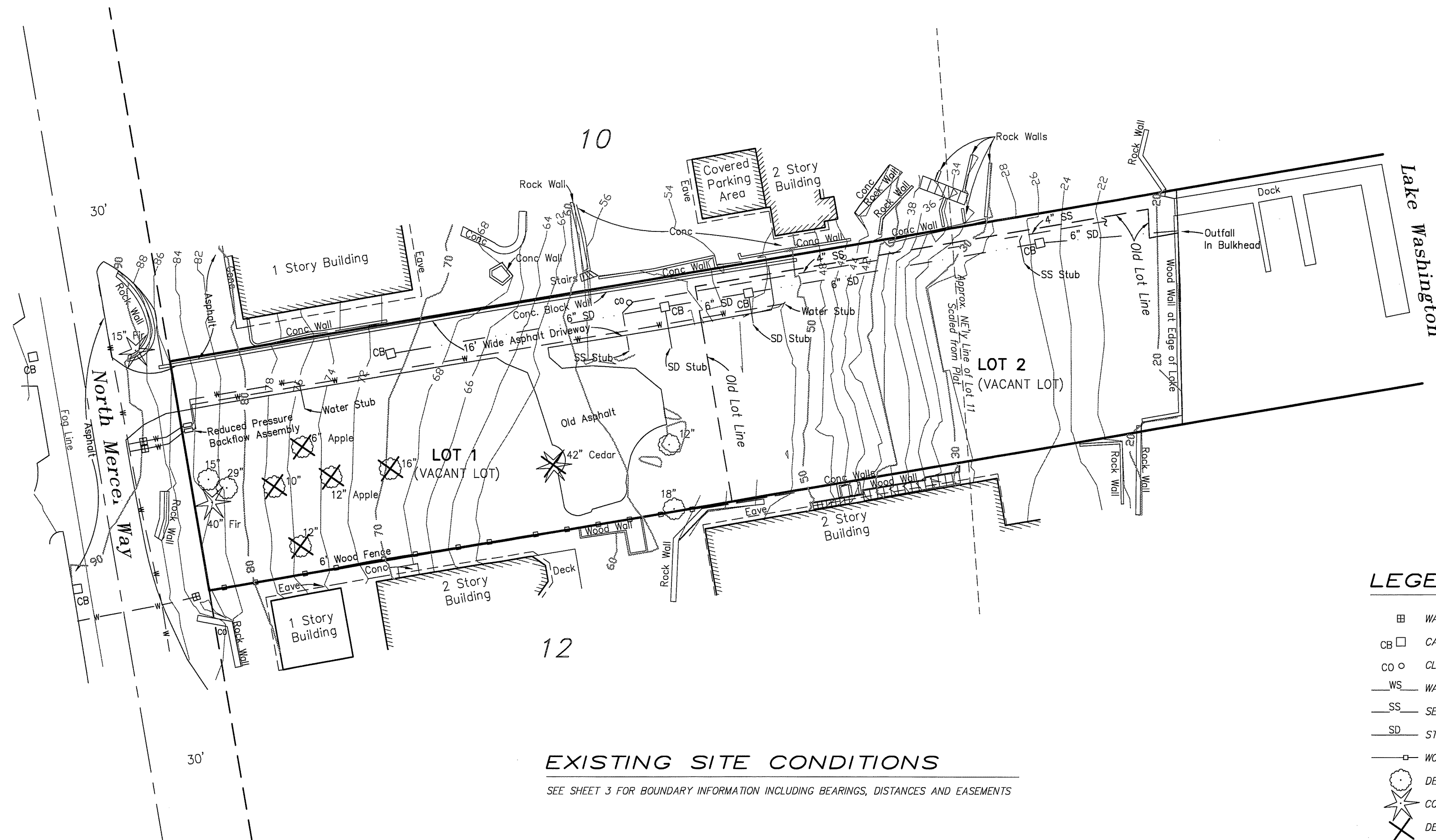
COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 1 AND 2, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 57°41'15" WEST 77.89 FEET TO A POINT ON A LINE PARALLEL WITH AND 5.87 FEET SOUTHERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, SOUTH 50°11'14" WEST 179.64 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 39°48'46" WEST 5.87 FEET TO THE WEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 177.75 FEET TO A LINE THAT BEARS NORTH 57°41'15" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 57°41'15" EAST 6.17 FEET TO THE TRUE POINT OF BEGINNING.

EASEMENT NOTE

EASEMENTS SHOWN ON THIS SHORT PLAT WITHIN THE SUBJECT PROPERTY SUPERCEDE THE EASEMENTS DEDICATED AND SHOWN ON THE PREVIOUS MERCER ISLAND SHORT PLAT NO. SUB 08-009, RECORDED UNDER RECORDING NUMBER 20110209900004, OF KING COUNTY, WASHINGTON.

201608029000008
TRUE NORTH LAND SURVEYING, INC.
PAGE 001 OF 003 VOL. 348 PG. 011
08/02/2016 13:49
KING COUNTY, WA

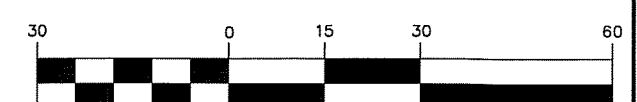
NE 1/4 of SW 1/4, SEC. 1, T. 24 N., R. 4 E., W.M.



LEGEND

- | | |
|--|----------------------------|
|  | WATER METER |
| CB  | CATCH BASIN |
| CO  | CLEANOUT |
| <u>WS</u> | WATER SERVICE |
| <u>SS</u> | SEWER LINE |
| <u>SD</u> | STORM DRAIN LINE |
|  | WOOD FENCE |
|  | DECIDUOUS TREE |
|  | CONIFER TREE |
|  | DENOTES TREE TO BE REMOVED |

GRAPHIC SCALE



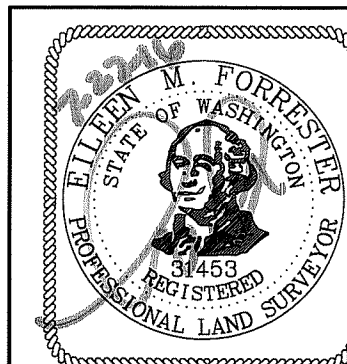
(IN FEET)

GIB DEVELOPMENT LLC
SHORT PLAT
7260 North Mercer Way
Mercer Island, WA

DWN. BY EF	DATE 7-27-2016	JOB NO. J08-79.03
CHKD. BY EF	SCALE 1" = 30'	SHEET 2 OF 3

EXISTING SITE CONDITIONS

SEE SHEET 3 FOR BOUNDARY INFORMATION INCLUDING BEARINGS, DISTANCES AND EASEMENTS



True
NORTH
LAND SURVEYING, INC.

815 S. Weller Street
Suite 200
Seattle Wa 98104-3023
206.332.0800

20160802900008
TRUE NORTH LAN SPH 157.00
PAGE-002 OF 003 VOL 348 PG 011
08/02/2015 13:49
KING COUNTY, WA

CITY OF MERCER ISLAND
SHORT PLAT
NO. SUB 13-008

LEGEND

- FOUND MONUMENT IN CASE AS NOTED HEREON.
- FOUND REBAR W/CAP STAMPED "TNLS LS 31453", UNLESS NOTED OTHERWISE.
- SET REBAR W/YELLOW PLASTIC CAP STAMPED "TNLS LS 31453"
- M MEASURED DISTANCE
- C CALCULATED DISTANCE
- R RECORD DISTANCE
- BSL BUILDING SETBACK LINE

RECORDING NO.

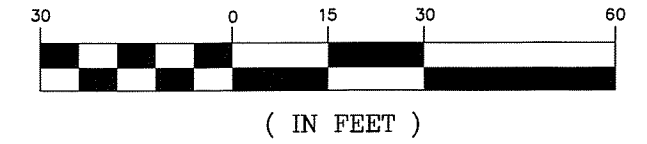
VOL./PAGE

348/013

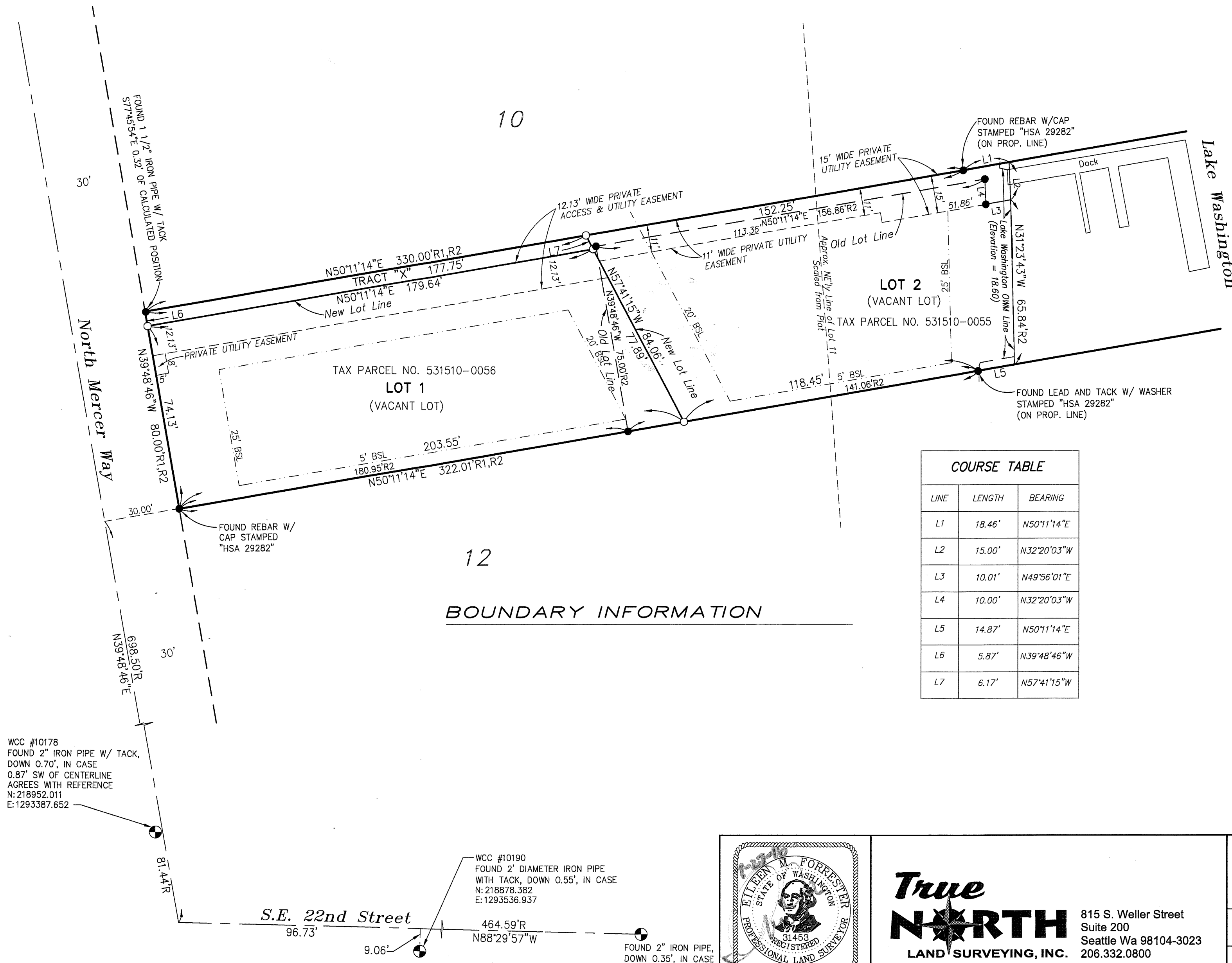
PORTION OF

NE 1/4 of SW 1/4, SEC. 1, T. 24 N., R. 4 E., W.M.

GRAPHIC SCALE



(IN FEET)



AREA CALCULATIONS

	GROSS	EASEMENT	NET
LOT 1			
OLD:	15,411 SQ. FT.	3377 SQ. FT.	12,034 SQ. FT.
NEW:	14,203 SQ. FT.	2203 SQ. FT.	12,000 SQ. FT.
LOT 2 (UPLAND FROM OHW LINE)			
OLD:	12,011 SQ. FT.		12,011 SQ. FT.
NEW:	12,110 SQ. FT.		12,110 SQ. FT.
TRACT "X":			
OLD:	0 SQ. FT.		
NEW:	1049 SQ. FT.		

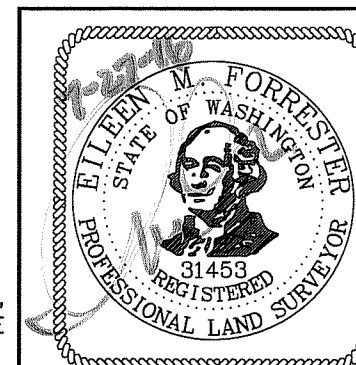
COURSE TABLE		
LINE	LENGTH	BEARING
L1	18.46'	N50°11'14"E
L2	15.00'	N32°20'03"W
L3	10.01'	N49°56'01"E
L4	10.00'	N32°20'03"W
L5	14.87'	N50°11'14"E
L6	5.87'	N39°48'46"W
L7	6.17'	N57°41'15"W

NOTES

- HORIZONTAL DATUM: NAD 83/91.
- VERTICAL DATUM: NAVD 88
- THIS SURVEY WAS PERFORMED USING A LIECA TCRA 1103+ AND THE TRAVERSE CLOSURE MEETS OR EXCEEDS THE REQUIREMENTS OF W.A.C. 332-130-090.
- REFERENCES:
R1 . . . RECORD OF SURVEY BY HEBRANK, STEADMAN & ASSOCIATES, INC., P.S., FILED IN BOOK 148, PAGES 249-249A.
R2 . . . MERCER ISLAND SHORT PLAT SUB08-009, REC. NO. 20110209900004.
- REBARS WITH CAPS ON OLD LOT LINES ARE TO BE REMOVED.

WCC #10178
FOUND 2" IRON PIPE W/ TACK,
DOWN 0.70', IN CASE
0.87' SW OF CENTERLINE
AGREES WITH REFERENCE
N:218952.011
E:1293387.652

WCC #10190
FOUND 2" DIAMETER IRON PIPE
WITH TACK, DOWN 0.55', IN CASE
N:218878.382
E:1293536.937



True NORTH
LAND SURVEYING, INC.

815 S. Weller Street
Suite 200
Seattle Wa 98104-3023
206.332.0800

GIB DEVELOPMENT LLC
SHORT PLAT
7260 North Mercer Way
Mercer Island, WA

DWN. BY	DATE	JOB NO.
EF	7-27-2016	J08-79.03
CHKD. BY	SCALE	SHEET
EF	1" = 30'	3 OF 3

201608029000008
TRUE NORTH LAND SURVEYING, INC.
PRICE: \$603 OF 003
08/02/2016 13:49
KING COUNTY, WA

AFTER RECORDING, MAIL TO:

City of Mercer Island, Attn: _____

9611 SE 36th Street

Mercer Island, WA 98040



20160927001744

MERCER ISLAND AG

76.00

PAGE-001 OF 004

09/27/2016 15:11

KING COUNTY, WA

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement Not to Sue ("Agreement") is effective this 28th day of July, 2016. The Parties ("Parties") to this Agreement are the City of Mercer Island, a Washington Municipal corporation ("City") and the following owners (all owners with complete names must be listed) of private property ("Owner(s)").

GIB DEVELOPMENT LLC

A. The applicant(s) is/are the Owner(s) of the real property situated in the City of Mercer Island located at 7254 NORTH MERCER WAY, 98040.

B. The Legal Description of the real property ("Property") is as follows:

MC GILVRAS ISLAND ADD LOT 2 MERCER ISLAND SP # SUB 08-009 REC #20110209900004

SD SP DAF - LOT 11 SD BLK 1 & SH LDS

[If not enough space, attach separate sheet labeled Exhibit A.]

C. The Parcel Number of the Property is as follows: 531510-0055.

D. The applicant Owner(s) has/have applied to the City for a Site Development permit which bears

MAIN PERMIT NO: 1607-283 for the purpose of: Plat improvements for Mercer Island short plant number SUB13-008.

This agreement applies to all related permits issued, and/or amended at any time in the future, pursuant to this Main Permit.

E. The parties have agreed to enter into this Agreement to address concerns regarding the following circumstances:

1. ☒ Permitted activity will take place on, or may impact a:

- ☐ Watercourse
☐ Wetland
☒ Shoreline
☒ Steep slope or slide-prone slope
☒ Poor soil conditions
☒ Other geologic hazard or critical area consideration (describe)

2. ☐ Adjacency of permitted activity to roadways or structures
☐ Alternate materials, methods of design or methods of construction will be used (alternate to International Building Code specifications)
☐ Other (describe)

NOW, THEREFORE, the Parties agree as follows:

1. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE “(AGREEMENT)”:

Pursuant to Mercer Island City Code Section 19.01.060, and in consideration of the City issuing the permit identified in (D) above, which constitutes good and valuable consideration, the receipt of which the Owner(s) acknowledge(s), the Owner(s) covenant(s) not to sue and agree(s) to defend, indemnify, and hold the City of Mercer Island, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Owner or on the Owner's behalf out of issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

2. RECORDING:

This Agreement shall be recorded by the applicant with the King County Recorder's Office. The permit identified in (D) above shall not be valid until the City has obtained written proof of such recording. Alternately, the City may record this Agreement.

3. COVENANT RUNNING WITH THE LAND:

This Agreement shall be a covenant running with the land and the rights and obligations contained herein shall run with and burden the property identified above, and shall inure to the benefit of and be binding upon the Parties to this Agreement, their heirs, successors and assigns:

- ☐ 3 years from approval of final inspection of the permitted work; or
☐ ___ years from approval of final inspection of the permitted work; or
☒ without limitation as to a period of years. (For circumstances related to activity in critical areas listed in (E)(1))

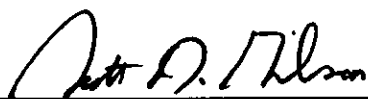
4. INSPECTION. The City's inspection or acceptance of any of the Owner's construction or other work either during construction or when completed shall not be grounds to avoid any of the obligations of this Agreement.

5. COMPLIANCE WITH LAWS: All permitted activities shall be conducted in accordance with all applicable federal, state, and City laws including, without limitation, the Comprehensive Environmental Response, Compensation & Liability Act ("CERCLA"), the Model Toxics Control Act ("MTCA"), the Superfund Amendment Reauthorization Act ("SARA"), The Endangered Species Act ("ESA"), and the State Environmental Policy Act ("SEPA").

DATED this 28 day of July, 2016.

OWNER:

Gib Development LLC
 (name of corporation, partnership, etc.)

By: 
 (signature)

Name: Scott S. Gibron
 (please print)

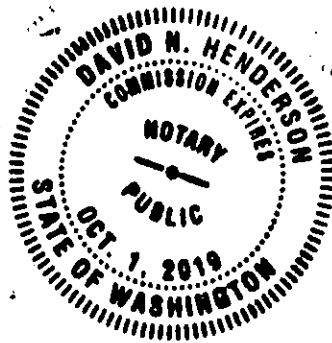
Title: Managing member
 (please print)

STATE OF WASHINGTON)
) ss [REPRESENTATIVE ACKNOWLEDGMENT]
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that Scott Stephen Gibson

(is/are) the person(s) who appeared before me and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the managing member of GIB Development, LLC, to be the free and voluntary act of such party for the uses and purposes therein mentioned in the instrument.

Given under my hand and seal the 28th day of July 20 16.



David N. Henderson

Notary Public in and for the State of Washington

David N. Henderson

Printed Name

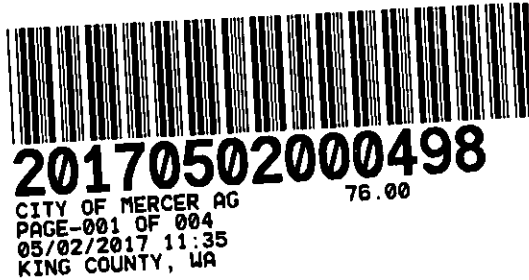
My Appointment Expires Oct. 1, 2019

AFTER RECORDING, MAIL TO:

City of Mercer Island, Attn: _____

9611 SE 36th Street

Mercer Island, WA 98040



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement Not to Sue ("Agreement") is effective this 31 day of JAN, 2017. The Parties ("Parties") to this Agreement are the City of Mercer Island, a Washington Municipal corporation ("City") and the following owners (all owners with complete names must be listed) of private property ("Owner(s)").

GIB DEVELOPMENT LLC

A. The applicant(s) is/are the Owner(s) of the real property situated in the City of Mercer Island located at 7260 NORTH MERCER WAY, 98040.

B. The Legal Description of the real property ("Property") is as follows:

MC GILVRAS ISLAND ADD LOT 2 TGW UND INT IN TR X OF MERCER
ISLAND SP #SUB 13-008 REC #20160802900008 SD SP BEING LOT 11
OF BLK 1 OF SD PLAT INCL 2ND CL SH LDS

[If not enough space, attach separate sheet labeled Exhibit A.]

C. The Parcel Number of the Property is as follows: 531510-0055.

D. The applicant Owner(s) has/have applied to the City for a Building permit which bears MAIN PERMIT NO. 1306-234 for the purpose of: Demo to rebuild a new single family residence.

This agreement applies to all related permits issued, and/or amended at any time in the future, pursuant to this Main Permit.

E. The parties have agreed to enter into this Agreement to address concerns regarding the following circumstances:

1. ☒ Permitted activity will take place on, or may impact a:

- ☐ Watercourse
- ☐ Wetland
- ☒ Shoreline
- ☒ Steep slope or slide-prone slope
- ☒ Poor soil conditions
- ☒ Other geologic hazard or critical area consideration (describe)
Seismic Liquefaction

2. ☐ Adjacency of permitted activity to roadways or structures
- ☐ Alternate materials, methods of design or methods of construction will be used (alternate to International Building Code specifications)
- ☐ Other (describe)

NOW, THEREFORE, the Parties agree as follows:

1. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE "(AGREEMENT)":

Pursuant to Mercer Island City Code Section 19.01.060, and in consideration of the City issuing the permit identified in (D) above, which constitutes good and valuable consideration, the receipt of which the Owner(s) acknowledge(s), the Owner(s) covenant(s) not to sue and agree(s) to defend, indemnify, and hold the City of Mercer Island, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Owner or on the Owner's behalf out of issuance of this permit, except for injuries and damages caused by the sole negligence of the City.

2. RECORDING:

This Agreement shall be recorded by the applicant with the King County Recorder's Office. The permit identified in (D) above shall not be valid until the City has obtained written proof of such recording. Alternately, the City may record this Agreement.

3. COVENANT RUNNING WITH THE LAND:

This Agreement shall be a covenant running with the land and the rights and obligations contained herein shall run with and burden the property identified above, and shall inure to the benefit of and be binding upon the Parties to this Agreement, their heirs, successors and assigns:

- ☐ 3 years from approval of final inspection of the permitted work; or
☐ ___ years from approval of final inspection of the permitted work; or
☒ without limitation as to a period of years. (For circumstances related to activity in critical areas listed in (E)(1))

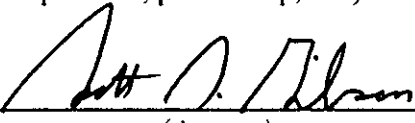
4. INSPECTION. The City's inspection or acceptance of any of the Owner's construction or other work either during construction or when completed shall not be grounds to avoid any of the obligations of this Agreement.

5. COMPLIANCE WITH LAWS: All permitted activities shall be conducted in accordance with all applicable federal, state, and City laws including, without limitation, the Comprehensive Environmental Response, Compensation & Liability Act ("CERCLA"), the Model Toxics Control Act ("MTCA"), the Superfund Amendment Reauthorization Act ("SARA"), The Endangered Species Act ("ESA"), and the State Environmental Policy Act ("SEPA").

DATED this 31 day of JANUARY, 20 17.

OWNER:

GIB Development LLC
 (name of corporation, partnership, etc.)

By: 
 (signature)

Name: Scott S. Gibson
 (please print)

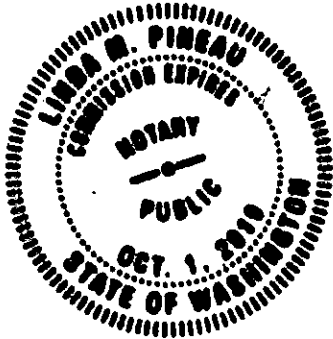
Title: MANAGING MEMBER
 (please print)

STATE OF WASHINGTON)
) ss [REPRESENTATIVE ACKNOWLEDGMENT]
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that SCOTT GIBSON

(is/are) the person(s) who appeared before me and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the _____ of GIB DEVELOPMENT LLC, to be the free and voluntary act of such party for the uses and purposes therein mentioned in the instrument.

Given under my hand and seal the 31ST day of JAN 2017.



Linda M. Pineau
 Notary Public in and for the State of Washington
LINDA M. PINEAU
 Printed Name _____
 My Appointment Expires 10/1/2019

Instrument Number: 20191025000506 Document: EAS Rec: \$105.50 Page-1
Record Date: 10/25/2019 10:03 AM
King County, WA EXCISE TAX NOT REQUIRED BY LEAH BOGNOS

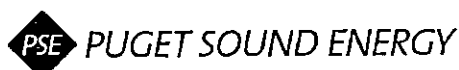


20191025000506

EASEMENT Rec: \$105.50
 10/25/2019 10:03 AM
 KING COUNTY, WA

RETURN ADDRESS:

Puget Sound Energy, Inc.
 Attn: ROW Department
 PO Box 97034 / EST-06W (TH)
 Bellevue, WA 98009-9734



EASEMENT

REFERENCE #:
 GRANTOR (Owner): GIB DEVELOPMENT LLC
 GRANTEE (PSE): PUGET SOUND ENERGY, INC.
 SHORT LEGAL: A Portion of the SW ¼ SEC.1, TWN. 24N, RNG. 4E, W.M.
 ASSESSOR'S PROPERTY TAX PARCEL: 531510-0056

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GIB DEVELOPMENT LLC, a Washington limited liability company ("Owner" herein), hereby grants and conveys to PUGET SOUND ENERGY, INC., a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in King County, Washington:

LOT 1, CITY OF MERCER ISLAND SHORT PLAT NO. SUB 13-008 AS RECORDED ON AUGUST 2, 2016 UNDER KING COUNTY RECORDING NUMBER 20160802900008 IN RECORDS OF KING COUNTY WASHINGTON.

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

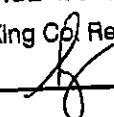
AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY, EXCEPT WHERE BUILDING FOOTINGS, FOUNDATIONS, AND/OR SUBSURFACE STRUCTURES PRECLUDE. IN SUCH CASE, THE FOOTINGS, FOUNDATIONS, AND/OR SUBSURFACE STRUCTURES WILL BECOME THE BOUNDARY OF THIS EASEMENT.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

EXCISE TAX NOT REQUIRED

King Co. Records Division

By  Deputy

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

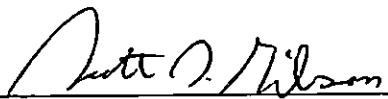
6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 14 day of October, 2019.

OWNER: GIB DEVELOPMENT LLC, a Washington limited liability company

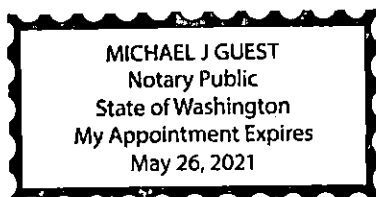
By: 
(name)

Its: MANAGING member
(title)

STATE OF WASHINGTON)
COUNTY OF King) SS

On this 14th day of October, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Scott S Gibson, to me known to be the person(s) who signed as Managing Member, of GIB DEVELOPMENT LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Michael J Guest
(Signature of Notary)
Michael J Guest
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Renton WA 98058
My Appointment Expires: 5-26-2021

Notary seal, text and all notations must be inside 1" margins

Record Date: 9/11/2020 8:40 AM

King County, WA EXCISE TAX NOT REQUIRED BY HELEN HUANG



20200911000377

EASEMENT Rec: \$109.50
9/11/2020 8:40 AM
KING COUNTY, WA

Return recorded document to:

Taro Kusunose

Lasher Holzapfel Sperry & Ebberson P.L.L.C.

601 Union Street, Suite 2600

Seattle, WA 98101-4000

**AGREEMENT REGARDING
UTILITY EASEMENT**

Grantor: GIB DEVELOPMENT LLC, a Washington limited liability company

Grantee: GIB DEVELOPMENT LLC, a Washington limited liability company

Legal Description (abbrev.): MC GILVRAS ISLAND ADD LOT 1 AND LOT 2 TGW
UND INT IN TR X OF MERCER ISLAND SP #SUB 13-008 REC #20160802900008 SD
SP BEING LOT 11 OF BLK 1 OF SD PLAT 2ND CL SH LDS

(full legal on pages 2 and 3)

Tax Parcel Nos: 531510-0056 and 531510-0055

Reference No.: 20160802900008

This Agreement Regarding Private Utility Easement (this "Agreement") is entered into effective as of September 9, 2020 by the undersigned GIB Development LLC, a Washington limited liability company ("GIB").

EXCISE TAX NOT REQUIRED

King Co. Records Division

Helen Huang Deputy

RECITALS

A. GIB is the owner of those certain parcels of real property referred to herein respectively as Lot 1 and Lot 2, which are legally described as follows:

Lot 1:

THOSE PORTIONS OF LOTS 1 AND 2 OF MERCER ISLAND SHORT PLAT NO. SUB 08-009, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20110209900004, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 1 AND 2, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 57°41'15" WEST 77.89 FEET TO A LINE PARALLEL WITH AND 5.87 FEET SOUTHERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID PARALLEL LINE, SOUTH 50°11'14" WEST 179.64 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHWESTERLY LINE, SOUTH 39°48'46" EAST 74.13 FEET TO THE POINT OF BEGINNING;

SUBJECT TO A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES FOR THE BENEFIT OF LOT 2 OVER THE NORTHWESTERLY 12.13 FEET THEREOF;

ALSO SUBJECT TO A PUBLIC UTILITY EASEMENT FOR THE BENEFIT OF BOTH LOTS 1 AND 2, BEING THE SOUTHWESTERLY 5.00 FEET OF THE SOUTHEASTERLY 8.00 FEET OF THE NORTHWESTERLY 20.13 FEET THEREOF;

TOGETHER WITH A PRIVATE EASEMENT FOR UTILITY PURPOSES DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 57°41'15" WEST 72.50 FEET TO A POINT ON A LINE PARALLEL WITH AND 11.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, NORTH 50°11'14" EAST 113.36 FEET; THENCE SOUTH 39°48'46" EAST 4.00 FEET; THENCE NORTH 50°11'14" EAST 51.86 FEET; THENCE NORTH 32°20'03" WEST 15.13 FEET TO SAID NORTHWESTERLY LINE OF LOT 1; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 50°11'14" WEST 170.71 FEET; THENCE SOUTH 57°41'15" EAST 11.56 FEET TO THE TRUE POINT OF BEGINNING.

Lot 2:

THOSE PORTIONS OF LOTS 1 AND 2 OF MERCER ISLAND SHORT PLAT NO. SUB 08-009, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20110209900004, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 1 AND 2, NORTH 50°11'14" EAST 203.55 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 57°41'15" WEST 84.06 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 50°11'14" EAST 170.71 FEET; THENCE SOUTH 32°20'03" EAST 15.00 FEET; THENCE SOUTH 31°23'43" EAST 65.84 FEET TO SAID SOUTHEASTERLY LINE OF LOT 2; THENCE ALONG SAID SOUTHEASTERLY LINE, SOUTH 50°11'14" WEST 133.32 FEET TO THE TRUE POINT OF BEGINNING;

SUBJECT TO A PRIVATE EASEMENT FOR UTILITY PURPOSES FOR THE BENEFIT OF LOT 1, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 57°41'15" WEST 72.50 FEET TO A POINT ON A LINE PARALLEL WITH AND 11.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, NORTH 50°11'14" EAST 113.36 FEET; THENCE SOUTH 39°48'46" EAST 4.00 FEET; THENCE NORTH 50°11'14" EAST 51.86 FEET; THENCE NORTH 32°20'03" WEST 15.13 FEET TO SAID NORTHWESTERLY LINE OF LOT 1; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 50°11'14" WEST 170.71 FEET; THENCE SOUTH 57°41'15" EAST 11.56 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH A PRIVATE EASEMENT FOR ACCESS AND UTILITY PURPOSES DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT, NORTH 50°11'14" EAST 177.75 FEET; THENCE SOUTH 57°41'15" EAST 18.91 FEET TO A LINE PARALLEL WITH AND 18.00 FEET SOUTHEASTERLY OF SAID NORTHWESTERLY LINE; THENCE ALONG SAID PARALLEL LINE, SOUTH 50°11'14" WEST 178.56 FEET; THENCE SOUTH 39°48'46" EAST 8.00 FEET; THENCE SOUTH 50°11'14" WEST 5.00 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 39°48'46" WEST 26.00 FEET TO THE POINT OF BEGINNING.

B. As shown on City of Mercer Island Short Plat No. SUB 13-008 (King County Recording Number 20160802900008), Lot 1 is the grantee and holder of an eleven-foot wide private utility easement in and across Lot 2 that is legally described as follows:

COMMENCING AT THE SOUTH CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1, NORTH 50°11'14" EAST 203.55 FEET; THENCE NORTH 57°41'15" WEST 72.50 FEET TO A POINT ON A LINE PARALLEL WITH AND 11.00 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF SAID LOT 1, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, NORTH 50°11'14" EAST 113.36 FEET; THENCE SOUTH 39°48'46" EAST 4.00 FEET; THENCE NORTH 50°11'14" EAST 51.86 FEET; THENCE NORTH 32°20'03" WEST 15.13 FEET TO SAID NORTHWESTERLY LINE OF LOT 1; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 50°11'14" WEST 170.71 FEET; THENCE SOUTH 57°41'15" EAST 11.56 FEET TO THE TRUE POINT OF BEGINNING;

(hereinafter the "11' Private Utility Easement Area").

C. Lot 2 wishes to construct and to maintain the shoring wall detailed in attached Exhibit A incorporated herein by this reference (hereinafter the "Improvements"). The Improvements will encroach upon the 11' Private Utility Easement Area As shown in Exhibit A.

D. Any and all references to Grantor, Grantee, owner of Lot 1 and/or owner of Lot 2 shall hereinafter include their respective successors and/or assigns.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by this reference.
2. Lot 1 Approval. Owner of Lot 1 hereby permits the owner of Lot 2, its successors and assigns, to construct and to maintain the Improvements within the 11' Private Utility Easement Area as shown in Exhibit A.
3. Covenants Running with the Land. The rights and restrictions contained herein shall be deemed appurtenant covenants running with the land and shall benefit, burden, and be binding upon the owners of Lot 1 and Lot 2, and their respective heirs, successors and assigns.

4. Validity. In case any term of this Agreement shall be invalid, illegal, or unenforceable, in whole or in part, the validity of any of the other terms of this Agreement shall not in any way be affected thereby.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereto. No amendment or supplement to this Agreement shall be valid or effective unless executed by the parties hereto, or the respective successors and assigns, and recorded in the records of King County, Washington. The failure of the owner of Lot 1 or Lot 2 to exercise or enforce its rights hereunder shall not be deemed to be an abandonment or termination of this Agreement.

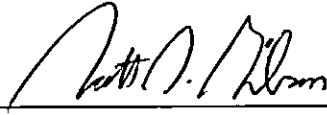
6. Venue. This Agreement shall be governed by the laws of the State of Washington. Venue in any action to enforce the terms of this Agreement shall be in King County, Washington.

7. Attorneys' Fees and Costs. The substantially prevailing party in any action brought to enforce or interpret the terms of this Agreement shall be entitled to recover its costs and reasonable attorneys' fees incurred in said action, including on appeal, whether or not suit is commenced.

8. Notices. Any notice provided for in this Agreement shall be in writing and shall be deemed given when delivered by facsimile, personally delivered, delivered by private courier service, or three days after being deposited in the United States Mail in registered or certified form, return receipt requested, or to such other address or person as either party may communicate to the other by like written notice.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly signed to be effective as of the day and year first above written.

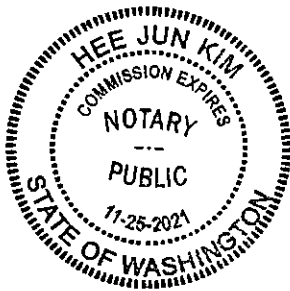
GIB DEVELOPMENT LLC

By: 
Print Name: Scott S. Gibson
Title: Manager

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Scott S. Gibson** is the person who appeared before me, and that person acknowledged signing this instrument, on oath stated his authority to execute the instrument and acknowledged it as the **Manager** of **GIB Development LLC** on behalf of whom instrument was executed to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED and SWORN to before me this 9th day of September, 2020.



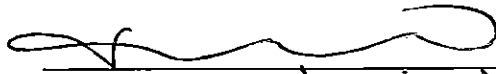
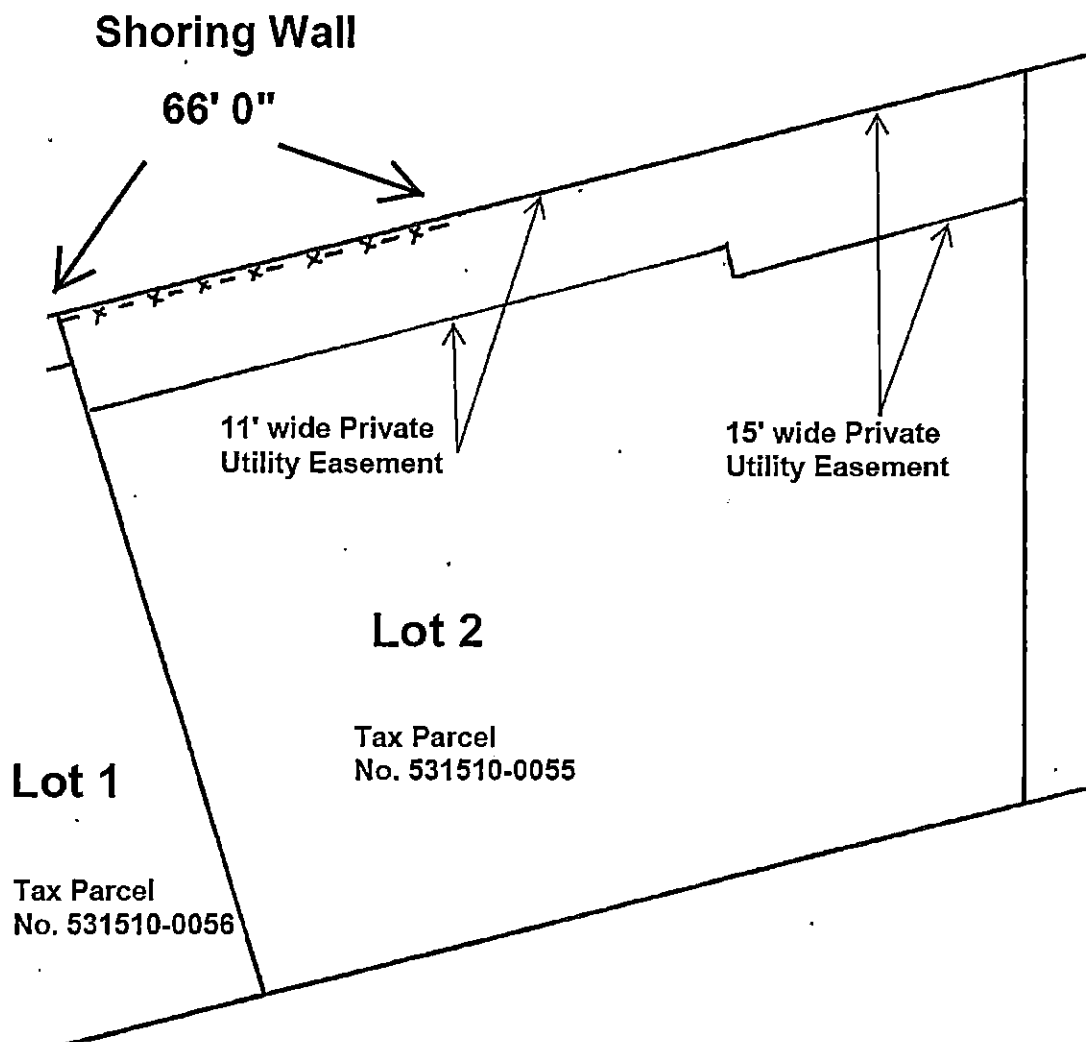

(printed name): Hee Jun Kim
NOTARY PUBLIC in and for the State
of Washington, residing at Auburn
My Commission expires: 11-25-21

EXHIBIT A



Record Date:3/8/2024 8:12 AM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY JEZEBEL ST. JOHN, DEPUTY

After Recording Return To:

Lasher et al

601 Union Street, #2600

Seattle, WA 98101-4000

Attn: Taro Kusunose

EASEMENT AGREEMENT

Grantor: GIB DEVELOPMENT LLC
a Washington limited liability company

Grantee: GIB DEVELOPMENT LLC
a Washington limited liability company

Abbreviated Legal: Lot 1, Mercer Island SP No. SUB 13-008, AFN
(Grantor's Property) 20160802900008
See Exhibit "A" for full legal description

Abbreviated Legal: Lot 2, Mercer Island SP No. SUB 13-008, AFN 20160802900008
(Grantee's Property) See Exhibit "B" for full legal description

APN Grantor's Property: 531510-0056

APN Grantee's Property: 531510-0055

Reference No.: N/A

EASEMENT AGREEMENT

March
This EASEMENT AGREEMENT (this "Agreement") is entered into to be effective as of ~~January~~ 5, 2024 by and between GIB DEVELOPMENT LLC, a Washington limited liability company (as "Grantor") and GIB DEVELOPMENT LLC, a Washington limited liability company (as "Grantee"). Grantor and Grantee may also be referred to individually as a "party" and collectively as the "parties."

RECITALS

A. Grantor is the owner of the real property commonly known as 7254 N Mercer Way, Mercer Island, WA 98040 legally described in Exhibit "A" attached hereto and made a part hereof (the "Grantor's Property").

B. Grantee is the owner of the real property commonly known as 7260 N Mercer Way, Mercer Island, WA 98040, legally described in Exhibit "B" attached hereto and made a part hereof (the "Grantee's Property").

C. The Grantor's Property is adjacent to and lies to the southwest of the Grantee's Property.

D. The Grantor desires, on its own behalf and on behalf of its heirs, successors, and assigns, to create an easement across Grantor's Property, benefiting Grantee, for Grantee's non-exclusive use and enjoyment, along with various covenants and other restrictions, as more fully set forth in this Agreement.

E. Grantor and Grantee wish to memorialize their agreements as to the easement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Grant of Access Easement. Grantor hereby grants and conveys to Grantee for the benefit of the Grantee's Property, a non-exclusive easement over and across that portion of the Grantor's Property legally described in Exhibit "C" attached hereto and made a part hereof (the "Use Easement Area"). A survey map showing the Use Easement Area is attached hereto as Exhibit "D," incorporated herein by this reference. This easement is granted subject to and conditioned upon the terms, conditions, and covenants of this Agreement which the Grantee and the Grantee's Property hereby promise to fully observe and perform.

a. Uses. Grantee shall have the non-exclusive right to use the Use Easement Area in connection with the maintenance, use, and enjoyment of the Grantee's Property; including the right to plant non-invasive plants provided that no plants/trees/shrubs in the Use Easement Area shall exceed a height of ten feet (10'). No boundary hedge, fence, or other barrier of any sort, nor any improvement or structure, shall be constructed, planted, or maintained on, over, or below any part of the Use Easement Area by or for the benefit of either Grantor or Grantee.

b. Costs of Maintenance. Grantee shall bear all responsibility for maintaining the Use Easement Area in a neat and orderly appearance at the sole expense of the Grantee and Grantee's Property.

c. Duration. This easement is intended to and shall run with the land, and the benefits and burdens of the easement herein created shall pass to the heirs, successors and assigns of the parties in and to their respective properties benefited and burdened by this easement respectively.

2. Compliance with Laws and Rules. The parties shall at all times exercise their rights herein in accordance with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction or claiming jurisdiction over the Grantor's Property and Grantee's Property respectively.

3. Indemnification.

a. Except for the obligations of Grantee or the Grantee's Property pursuant to this Agreement, Grantor agrees to indemnify, defend, and save harmless Grantee and the Grantee's Property from and against any and all liability, loss, damage, expense, actions and claim, including costs and reasonable attorneys' fees, incurred by any owner of the Grantee's Property in defense thereof, asserted or arising directly or indirectly on account of or out of the acts or omissions of Grantor or the Grantor's Property, in the exercise of their respective rights or the performance of the duties/obligations contained herein, including, but not limited to those resulting from any personal injury, death, property damage, water pollution, hazardous waste contamination, hazardous substances contamination, damage to fish or wildlife, or fish or wildlife habitat, or otherwise arising out of, pursuant to, or related to this Agreement.

b. Except for the obligations of Grantor or the Grantor's Property pursuant to this Agreement, Grantee does hereby indemnify, defend, and save harmless Grantor and the Grantor's Property from and against any and all liability, loss, damage, expense, actions and claim, including costs and reasonable attorneys' fees, incurred by any owner of the Grantor's Property in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee or the Grantee's Property, in the exercise of their respective rights or the performance of the duties/obligations contained herein, including, but not limited to those resulting from any personal injury, death, property damage, water pollution, hazardous waste contamination, hazardous substances contamination, damage to fish or wildlife, or fish or wildlife habitat, or otherwise arising out of, pursuant to, or related to this Agreement.

5. Miscellaneous Provisions.

a. Running with the Land. This Agreement shall run with the land and shall be binding upon and inure to the owners of the Grantor's Property and Grantee's Property respectively.

b. Covenants and Conditions. Each provision of this Agreement shall be deemed both a covenant and a condition.

c. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. The substantially prevailing party in any dispute arising out of this Agreement shall be awarded its attorneys' fees, expert costs and other costs.

d. Choice of Law. This instrument shall be governed by the laws of the State of Washington. Venue in any action to enforce the terms of this Agreement shall be King County, Washington.

e. No Waiver. The failure of any party hereto to demand performance of any act required hereunder shall not be deemed a waiver of the right to enforce such performance or any other performance required later. A waiver can only be made if it is in writing and signed by the party excusing performance. Any attempted oral waiver shall not be valid.

f. Invalidation. If any provision of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions.

g. Documents. Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be reasonably necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.

h. No Merger. It is the express intent of the Parties that the easement granted hereunder shall not merge with the fee interest in the Grantor's Property or the Grantee's Property.

i. Amendments. Any amendment or modification of this Agreement must be in writing, signed and notarized by all parties and recorded in a timely manner.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed as of the day and year first above written.

GRANTOR:

GIB DEVELOPMENT LLC
a Washington limited liability co.



By: Scott S. Gibson
Its: Manager

GRANTEE:

GIB DEVELOPMENT LLC
a Washington limited liability co.

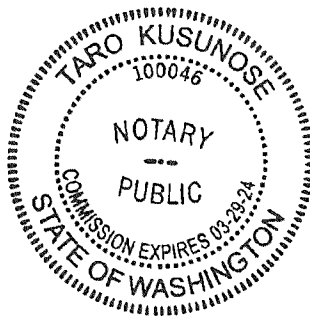


By: Scott S. Gibson
Its: Manager

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that SCOTT S. GIBSON 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 Manager of GIB DEVELOPMENT LLC, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

DATED: 3-5-24



Taro Kusunose
(printed name): TARO KUSUNOSE
NOTARY PUBLIC in and for the State
of Washington, residing at Bellvue, WA
My Commission expires: 3-29-24

EXHIBIT "A"
(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

LOT 1 OF MERCER ISLAND SHORT PLAT NO. SUB 13-008, ACCORDING TO THE SHORT
PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20160802900008 IN
VOLUME 348 OF SURVEYS, PAGES 11-13, RECORDS OF KING COUNTY,
WASHINGTON;

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 531510-0056

EXHIBIT "B"
(LEGAL DESCRIPTION OF GRANTEE'S PROPERTY)

LOT 2 OF MERCER ISLAND SHORT PLAT NO. SUB 13-008, ACCORDING TO THE SHORT
PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20160802900008 IN
VOLUME 348 OF SURVEYS, PAGES 11-13, RECORDS OF KING COUNTY,
WASHINGTON;

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 531510-0055

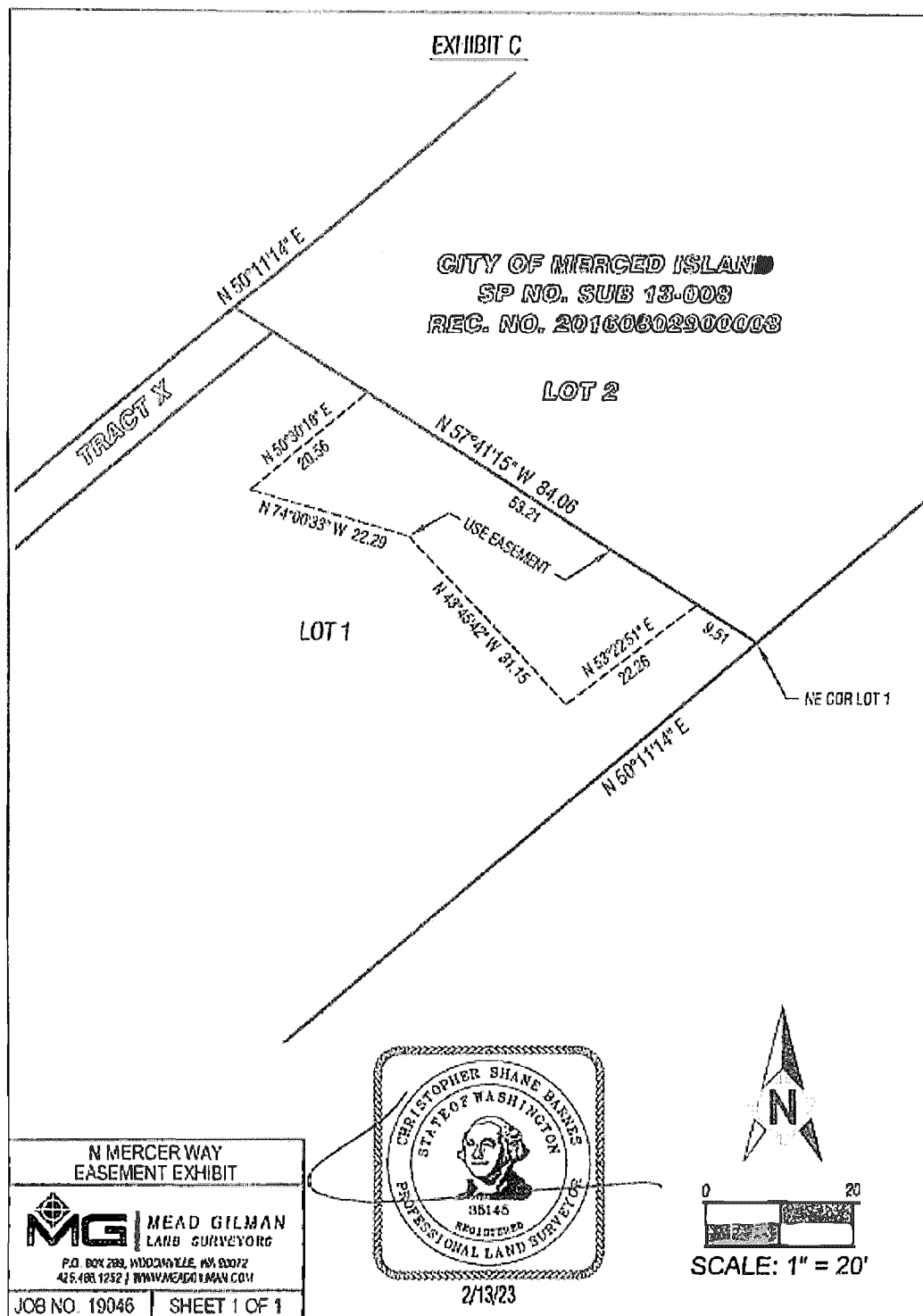
EXHIBIT "C"
(LEGAL DESCRIPTION OF USE EASEMENT AREA)

LOT 1 OF MERCER ISLAND SHORT PLAT NO. SUB 13-008, ACCORDING TO THE SHORT PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20160802900008 IN VOLUME 348 OF SURVEYS, PAGES 11-13, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 57°41'15" WEST ALONG THE NORTHEAST LINE THEREOF 9.51 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHEAST LINE NORTH 57°41'15" WEST 53.21 FEET; THENCE SOUTH 50°30'18" WEST 20.56 FEET; THENCE SOUTH 74°00'33" EAST 22.29 FEET; THENCE SOUTH 43°45'42" EAST 31.15 FEET; THENCE NORTH 53°22'51" EAST 22.26 FEET TO THE **TRUE POINT OF BEGINNING**;

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "D"
(SURVEY MAP OF USE EASEMENT AREA)



Record Date: 11/19/2024 4:20 PM

Electronically Recorded King County, WA

After Recording Return To:

Lasher et al

601 Union Street, #2600

Seattle, WA 98101-4000

Attn: Taro Kusunose

TERMINATION OF EASEMENT AGREEMENT

GRANTOR: GIB DEVELOPMENT LLC
a Washington limited liability company

GRANTEE: GIB DEVELOPMENT LLC
a Washington limited liability company

GRANTOR
ABBR. LEGAL: Lot 1, Mercer Island SP No. SUB 13-008, AFN 20160802900008
[Full Legal on Exhibit A]

GRANTEE
ABBR. LEGAL: Lot 2, Mercer Island SP No. SUB 13-008, AFN 20160802900008
[Full Legal on Exhibit B]

APN GRANTOR: 531510-0056

APN GRANTEE: 531510-0055

RELATED DOC.: 20240308000027

This TERMINATION OF EASEMENT AGREEMENT (the "Termination Agreement") is entered into to be effective as of November 15, 2024 by and between GIB DEVELOPMENT LLC, a Washington limited liability company ("Grantor") and GIB DEVELOPMENT LLC, a Washington limited liability company ("Grantee") (Grantor and Grantee may also be referred to individually as a "party" and collectively as the "parties").

Grantor is the owner of the real property commonly known as 7254 N Mercer Way, Mercer Island, WA 98040 legally described in Exhibit "A" attached hereto and made a part hereof (the "Grantor's Property").

Grantee is the owner of the real property commonly known as 7260 N Mercer Way, Mercer Island, WA 98040, legally described in Exhibit "B" attached hereto and made a part hereof (the "Grantee's Property").

The Grantor's Property and Grantee's Property are respectively subject to an Easement Agreement entered into effective as of March 5, 2024 and recorded March 8, 2024 under Auditor's File No. 20240308000027, records of King County, Washington (the "Non-Exclusive Easement Agreement").

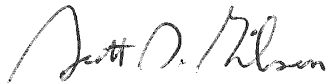
The parties hereby terminate the Non-Exclusive Easement Agreement effective as of the date of this Termination Agreement.

This Termination Agreement may be executed in one or more counterparts all of which when taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Termination Agreement to be duly signed to be effective as of the day and year first above written.

GRANTOR:

GIB DEVELOPMENT LLC
a Washington limited liability co.



By: Scott Gibson
Its: Manager

GRANTEE:

GIB DEVELOPMENT LLC
a Washington limited liability co.



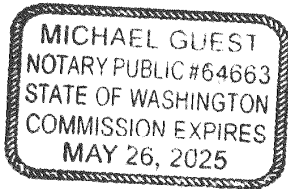
By: Scott Gibson
Its: Manager

Notary page to follow.

STATE OF WASHINGTON)
)ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Scott Gibson is the person who appeared before me, and that person acknowledged signing this instrument as the Manager of GIB DEVELOPMENT LLC to be the free and voluntary act of said company for the uses and purposes mentioned in the instrument and that his authorization to do so has not been previously revoked.

DATED: *November 15, 2024*



Michael Guest
(printed name): Michael Guest
NOTARY PUBLIC in and for the State
of Washington, residing at Benton WA

My Commission expires: May 26, 2025

EXHIBIT "A"
(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

LOT 1 OF MERCER ISLAND SHORT PLAT NO. SUB 13-008, ACCORDING TO THE SHORT
PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20160802900008 IN
VOLUME 348 OF SURVEYS, PAGES 11-13, RECORDS OF KING COUNTY,
WASHINGTON;

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 531510-0056

EXHIBIT "B"
(LEGAL DESCRIPTION OF GRANTEE'S PROPERTY)

LOT 2 OF MERCER ISLAND SHORT PLAT NO. SUB 13-008, ACCORDING TO THE SHORT PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20160802900008 IN VOLUME 348 OF SURVEYS, PAGES 11-13, RECORDS OF KING COUNTY, WASHINGTON;

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 531510-0055

Record Date:12/4/2024 10:25 AM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY NATHAN HENG, DEPUTY

After Recording Return To:

Lasher, et al.
601 Union Street, #2600
Seattle, WA 98101-4000
Attn: Taro Kusunose

EXCLUSIVE PERPETUAL EASEMENT AGREEMENT

FIRST AMERICAN ⁴²⁴³⁻⁴⁸⁵⁵⁷⁶⁰

Grantor:	GIB DEVELOPMENT LLC a Washington limited liability company
Grantee:	PAUL S. DRAYNA, as Trustee of the MCW Trust u/a/d November 7, 2024
Abbreviated Legal: (Grantor's Property)	Lot 1, Mercer Island SP No. SUB 13-008, AFN 20160802900008 See Exhibit "A" for full legal description
Abbreviated Legal: (Grantee's Property)	Lot 2, Mercer Island SP No. SUB 13-008, AFN 20160802900008 See Exhibit "B" for full legal description
APN Grantor's Property:	531510-0056
APN Grantee's Property:	531510-0055
Reference No.:	N/A

EXCLUSIVE PERPETUAL EASEMENT AGREEMENT

This EXCLUSIVE PERPETUAL EASEMENT AGREEMENT (this "Agreement") is entered into to be effective as of December _____, 2024 by and between GIB DEVELOPMENT LLC, a Washington limited liability company (as "Grantor") and PAUL S. DRAYNA, as Trustee of the MCW Trust u/a/d November 7, 2024 (as "Grantee"). Grantor and Grantee may also be referred to individually as a "party" and collectively as the "parties."

RECITALS

A. Grantor is the owner of the real property commonly known as 7254 N Mercer Way, Mercer Island, WA 98040 legally described in Exhibit "A" attached hereto and made a part hereof (the "Grantor's Property").

B. Grantee is the owner of the real property commonly known as 7260 N Mercer Way, Mercer Island, WA 98040, legally described in Exhibit "B" attached hereto and made a part hereof (the "Grantee's Property").

C. The Grantor's Property is adjacent to and lies to the southwest of the Grantee's Property.

D. Grantor desires, on its own behalf and on behalf of its heirs, successors, and assigns, to create an exclusive easement across Grantor's Property, benefiting Grantee, for Grantee's use and enjoyment, along with various covenants and other restrictions, as more fully set forth in this Agreement.

E. Grantor and Grantee wish to memorialize their agreements as to the easement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Grant of Exclusive Easement. Grantor hereby grants and conveys to Grantee for the benefit of the Grantee's Property, a permanent exclusive easement appurtenant over and across that portion of Grantor's Property legally described in Exhibit "C" attached hereto and made a part hereof (the "Use Easement Area"). A survey map showing the Use Easement Area is attached hereto as Exhibit "D," incorporated herein by this reference. This easement is granted subject to and conditioned upon the terms, conditions, and covenants of this Agreement which the Grantee and the Grantee's Property hereby promise to fully observe and perform.

- a. Uses. The owners, occupants and invitees of the Grantee Property shall have the exclusive right to use the Use Easement Area.

- b. Grantee shall not place anything in the Use Easement Area that exceeds a height of seventy-six inches (76") above the existing concrete retaining wall along the southwest perimeter of the Use Easement Area. (The foregoing covenant shall survive any merger of the Use Easement Area into Grantee's Property by lot line revision.)
- c. Grantee shall not discharge any hazardous materials or substances into the Use Easement Area.
- d. Grantee shall undertake no use of the Use Easement Area that reduces the drainage of Grantor's Property. Grantee, at its sole cost and expense, shall maintain the existing drain opening and underground drainage pipe in the Use Easement Area in good condition, including having it cleared as necessary.
- e. Grantee shall undertake no use of the Use Easement Area, or of Grantee's Property, that disturbs or reduces the subjacent or lateral support for the existing concrete retaining wall along the southwest and southeast perimeter of the Use Easement Area. (The foregoing covenant shall survive any merger of the Use Easement Area into Grantee's Property by lot line revision.)
- f. It is agreed that the cost of maintenance, repair and replacement of the retaining walls along the southwest and southeast perimeter of the Use Easement Area shall be shared equally by Grantor's and Grantee's properties so long as the walls are located in part or in whole on the Grantor's parcel. If a subsequent lot line revision results in the walls being located entirely on Grantee's property, then Grantee shall thereafter be solely responsible for the cost of maintenance, repair and replacement of the walls. Grantor and Grantee shall both permit the other party access to their respective parcels as reasonably needed for inspection, maintenance, repair and replacement of the walls. Except in an emergency such access shall be scheduled in advance by mutual agreement. (The foregoing covenant shall survive any merger of the Use Easement Area into Grantee's Property by lot line revision.)
- g. Grantee shall bear all responsibility for maintaining the Use Easement Area (including all landscaping) in good order, and in a neat and orderly appearance at the sole expense of the Grantee and Grantee's Property.
- h. Grantee shall be solely responsible for the cost of routine maintenance (including staining, painting, or other finishing) of, and for replacing, that portion of the privacy fence that is approximately parallel to the southeast perimeter of the Use Easement Area when Grantee determines in its reasonable discretion that maintenance or replacement is necessary. Grantor shall be solely responsible for the cost of routine maintenance (including staining, painting, or other finishing) of, and for replacing, that portion of the privacy fence that runs along the southwest perimeter of the Use Easement Area, so long as that fence is located entirely on the Grantor's parcel. Grantor shall perform maintenance, repair and replacement of the fence as Grantor determines in its reasonable discretion to be necessary. If a subsequent lot line revision results in the southwest

perimeter fence being located entirely on the Grantee's property, then thereafter Grantee shall be solely responsible for its maintenance, repair and replacement in Grantee's reasonable discretion. Grantor and Grantee must agree upon any material change in the fence color or material before it is changed to anything materially dissimilar to the current dark brown wood. The parties hereby grant each other access rights across their respective property for the limited purposes of maintaining and/or replacing the portion of the fence that is their responsibility. Except in an emergency, such access shall be scheduled in advance by mutual agreement. (The foregoing covenant shall survive any merger of the Use Easement Area into Grantee's Property by lot line revision.)

2. Duration. This easement is intended to and shall run with the land in perpetuity, until terminated by merger of the Use Easement Area into the Grantee Property via lot line revision, or by mutual written and recorded agreement of the owners of the Grantor and Grantee parcels. The benefits and burdens of the easement herein created shall pass to the heirs, successors and assigns of the parties in and to their respective properties benefited and burdened by this easement respectively. For the avoidance of doubt, Grantee and Grantor agree that, notwithstanding anything herein to the contrary, merger of the Use Easement Area into the Grantee Property via lot line revision shall not terminate those Section 1 covenants that the parties have expressly stated shall survive such merger, nor shall it terminate Sections 4 and 5, all of which shall remain enforceable.

3. Compliance with Laws and Rules. The parties shall at all times exercise their rights herein in accordance with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction or claiming jurisdiction over the Grantor's Property and Grantee's Property respectively.

4. Indemnification.

a. Except to the extent of contributory negligence of Grantor or the occupants or invitees of Grantor's Property, Grantee does hereby indemnify, defend, and save harmless Grantor and the Grantor's Property from and against any and all liability, loss, damage, expense, actions and claim, including costs and reasonable attorneys' fees, incurred by any owner of the Grantor's Property in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee or the Grantee's Property, in the exercise of their respective rights or the performance of the duties/obligations contained herein, including, but not limited to those resulting from any personal injury, death, property damage, water pollution, hazardous waste or substances contamination, damage to fish or wildlife, or fish or wildlife habitat, or otherwise arising out of, pursuant to, Grantee's use of the Use Easement Area, or otherwise related to this Agreement

b. Except to the extent of contributory negligence of Grantee or the occupants or invitees of Grantee's Property, Grantor does hereby indemnify, defend, and save harmless Grantee and the Grantee's Property from and against any and all liability, loss, damage, expense, actions and claim, including costs and reasonable attorneys' fees, incurred by any owner of the Grantee's Property in defense thereof, asserted or arising directly or indirectly

on account of or out of acts or omissions of Grantor or the Grantor's Property, in the performance of the duties/obligations of the Grantor contained herein, including, but not limited to those resulting from any personal injury, death, property damage, water pollution, hazardous waste or substances contamination, damage to fish or wildlife, or fish or wildlife habitat, or otherwise arising out of, pursuant to, Grantee's use of the Use Easement Area, or otherwise related to this Agreement.

5. Miscellaneous Provisions.

a. Running with the Land. This Agreement shall run with the land and shall be binding upon and inure to the owners of the Grantor's Property and Grantee's Property respectively.

b. Covenants and Conditions. Each provision of this Agreement shall be deemed both a covenant and a condition.

c. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. The substantially prevailing party in any dispute arising out of this Agreement shall be awarded its reasonable attorneys' fees, expert costs and other costs.

d. Specific Performance. If any party shall default in its obligations under this Agreement, the parties each acknowledge that it would be extremely difficult to measure the resulting damages. Accordingly, any non-defaulting party, in addition to any other rights or remedies, shall be entitled to restraint by injunction of a violation, or attempted or threatened violation, of any condition or provision of this Agreement, or to a decree specifically compelling performance of any such condition or provision. In such event, all parties hereto each expressly waive their defense that a remedy in damages or at law would be adequate.

e. Choice of Law. This instrument shall be governed by the laws of the State of Washington. Venue in any action to enforce the terms of this Agreement shall be King County, Washington.

f. No Waiver. The failure of any party hereto to demand performance of any act required hereunder shall not be deemed a waiver of the right to enforce such performance or any other performance required later. A waiver can only be made if it is in writing and signed by the party excusing performance. Any attempted oral waiver shall not be valid.

g. Invalidation. If any provision of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions.

h. Documents. Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be reasonably necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.

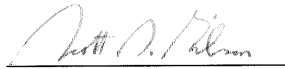
i. Amendments. Any amendment or modification of this Agreement must be in writing, signed and notarized by all parties and recorded in a timely manner.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed as of the day and year first above written.

GRANTOR:

GRANTEE:

GIB DEVELOPMENT LLC
a Washington limited liability co.



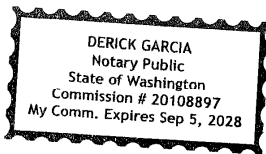
By: Scott S. Gibson
Its: Manager

PAUL S. DRAYNA, as Trustee
of the MCW Trust u/a/d
November 7, 2024

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that SCOTT S. GIBSON 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 Manager of GIB DEVELOPMENT LLC, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

DATED: 12/3/2024




(printed name): Derick Garcia
NOTARY PUBLIC in and for the State
of Washington, residing at Redmond.
My Commission expires: Sep 5, 2028

h. Documents. Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be reasonably necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.

i. Amendments. Any amendment or modification of this Agreement must be in writing, signed and notarized by all parties and recorded in a timely manner.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed as of the day and year first above written.

GRANTOR:

GIB DEVELOPMENT LLC
a Washington limited liability co.

By: Scott S. Gibson
Its: Manager

GRANTEE:

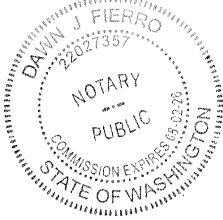


PAUL S. DRAYNA, as Trustee
of the MCW Trust u/a/d
November 7, 2024

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that PAUL S. DRAYNA 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 Trustee of the MCW Trust u/a/d November 7, 2024, to be the free and voluntary act of such trust for the uses and purposes mentioned in the instrument.

DATED: 12-03-2024



Dawn J Fierro
(printed name): Dawn J Fierro
NOTARY PUBLIC in and for the State
of Washington, residing at Monroe.
My Commission expires: 08-02-2026

EXHIBIT "A"
(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

LOT 1 OF MERCER ISLAND SHORT PLAT NO. SUB 13-008, ACCORDING TO THE
SHORT PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20160802900008
IN VOLUME 348 OF SURVEYS, PAGES 11-13, RECORDS OF KING COUNTY,
WASHINGTON;

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 531510-0056

EXHIBIT "B"
(LEGAL DESCRIPTION OF GRANTEE'S PROPERTY)

LOT 2 OF MERCER ISLAND SHORT PLAT NO. SUB 13-008, ACCORDING TO THE
SHORT PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20160802900008
IN VOLUME 348 OF SURVEYS, PAGES 11-13, RECORDS OF KING COUNTY,
WASHINGTON;

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

APN: 531510-0055

EXHIBIT "C"
(LEGAL DESCRIPTION OF USE EASEMENT AREA)

THAT PORTION OF LOT 1 OF MERCER ISLAND SHORT PLAT NO. SUB 13-008, ACCORDING TO THE SHORT PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20160802900008 IN VOLUME 348 OF SURVEYS, PAGES 11-13, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 57°41'15" WEST ALONG THE NORTHEAST LINE OF SAID LOT 1, A DISTANCE OF 77.89 FEET; THENCE SOUTH 50°11'14" WEST 15.91 FEET; THENCE SOUTH 39°48'46" EAST 14.32 FEET; THENCE SOUTH 74°00'33" EAST 22.29 FEET; THENCE SOUTH 43°45'42" EAST 41.47 FEET TO THE SOUTHEAST LINE OF SAID LOT 1; THENCE NORTH 50°11'14" EAST 24.43 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT "D"
(SURVEY MAP OF USE EASEMENT AREA)

