

Return Address:

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NO EXCISE TAX REQUIRED
Chelan County Treasurer
David E. Griffiths

By Hayden A 3/9/2022
Deputy

**JOINT DOCK USE AND MAINTENANCE EASEMENT
(Lots 11 and 12)**

Grantor/Grantee: Tripen, Inc., a Washington corporation
Legal Description (abbreviated): Lot 11 and Lot 12, Plat of Chelan Bay, Chelan County, Washington. Additional legal on page 1.
Assessor's Tax Parcel ID: Ptn. 272214662228

Party and Properties

1.1 **Owner.** TRIPEN, INC., a Washington corporation, is the owner of the following described real property:

Tax Parcel No. Ptn. 272214662228:

Lot 11 of the Plat of Chelan Bay, recorded March 9, 2022,
under Chelan County Auditor's File No. 2563597.

Tax Parcel No. Ptn. 272214662228:

Lot 12 of the Plat of Chelan Bay, recorded March 9, 2022,
under Chelan County Auditor's File No. 2563597.

(collectively, the "Property" and each, individually, a "Lot").

1.2 **Shared Dock.** This Joint Dock Use And Maintenance Easement relates to the dock and access area as depicted on the attached Exhibit "A" (the "Dock").

Agreement

2.1 **Agreement.** Grantor hereby declares that any parcels within the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding upon Grantor and its successors and assigns, and shall inure to the benefit and burden of each owner of the Property (each individually, an "Owner", and collectively, the "Owners").

2.2 **Dock Use, Maintenance and Service.** The Owners may agree to delineate and designate areas of the Dock corresponding to each Lot and/or may agree to joint use of the entire

Dock, in the Owners' discretion; provided that each Lot shall have the exclusive use rights for one boat slip adjacent to the Dock. An Owner shall not use the Dock in any way that unreasonably interferes with the other Owner's use of the Dock or the inlet. If an Owner moors a boat on its portion of the Dock, such boat shall be located exclusively on that Owner's share of the Dock, unless otherwise agreed by the Owners. The Owners shall maintain the Dock for the benefit of the Property in a satisfactory condition; provided that maintenance of any exclusive use slips and other designated exclusive use areas shall be the sole responsibility of the Owner that has exclusive use of such areas.

2.3 Joint Use Restriction. The Owners shall not build any overwater structures on Lots 11 and 12, except for the maintenance or modification of the Dock located on Lots 11 and 12 and except that an Owner may install a boat lift and associated improvements within that Owner's designated boat slip area or elsewhere on their property in compliance with permitting requirements.

2.4 Maintenance Decisions. Decisions regarding maintenance, service, and improvements to the Dock and/or modification or amendment of this Agreement must be made by unanimous agreement of the Owners.

2.5 Mutual Easement. Each Owner within the Property hereby grants a perpetual, nonexclusive mutual easement for the access, use, maintenance, service, and improvement of the Dock to the other Owner.

2.6 Maintenance Costs/Indemnification. The costs of repair, replacement and maintenance of the Dock pursuant to this Agreement shall be paid by the Owners on an equal share basis. Each Owner agrees to indemnify the other Owner up to the first Owner's respective percentage share of the costs of said maintenance, service, and improvements reasonably necessary. This indemnity provision shall not be construed to require that the underlying costs of an assessment be paid before the other Owner has the right to enforce payment.

2.8 Default/Venue. Should an Owner fail to pay its pro rata share of the maintenance costs or otherwise default in the performance of any obligations under this Agreement, the remaining Owner may bring an action for monies owed and/or to specifically enforce this Agreement. Venue for such an action shall be in Chelan County, Washington.

2.9 Insurance. Each Owner shall be responsible for obtaining its own insurance for acts or omissions with respect to this Agreement.

2.10 Successors and Assigns. This Agreement shall run with the land and be binding upon the Owners, their heirs, successors and assigns, and shall inure to the benefit and burden of each Owner within the Property.

2.11 Attorneys Fees. In any action to enforce this Agreement, the prevailing party shall be entitled to receive all costs and expenses incurred, including attorney's fees.

Signature on following pages.

Dated this 11th day of JANUARY, 2021: 2022.

TRIPEN, INC.
A Washington Corporation

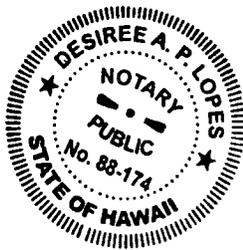
By *Ryan Churchill*
Printed Name: Ryan Churchill
Title: Vice President

HAWAII)
STATE OF ~~WASHINGTON~~)
) ss.
COUNTY OF MAUI)

I certify that I know or have satisfactory evidence that Ryan Churchill is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Vice President of TRIPEN, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11th day of JANUARY, 2021: 2022.

Desiree A. P. Lopes
Typed/Printed Name Desiree A. P. Lopes
NOTARY PUBLIC
In and for the State of ~~Washington~~ Hawaii
My appointment expires 3/30/2024



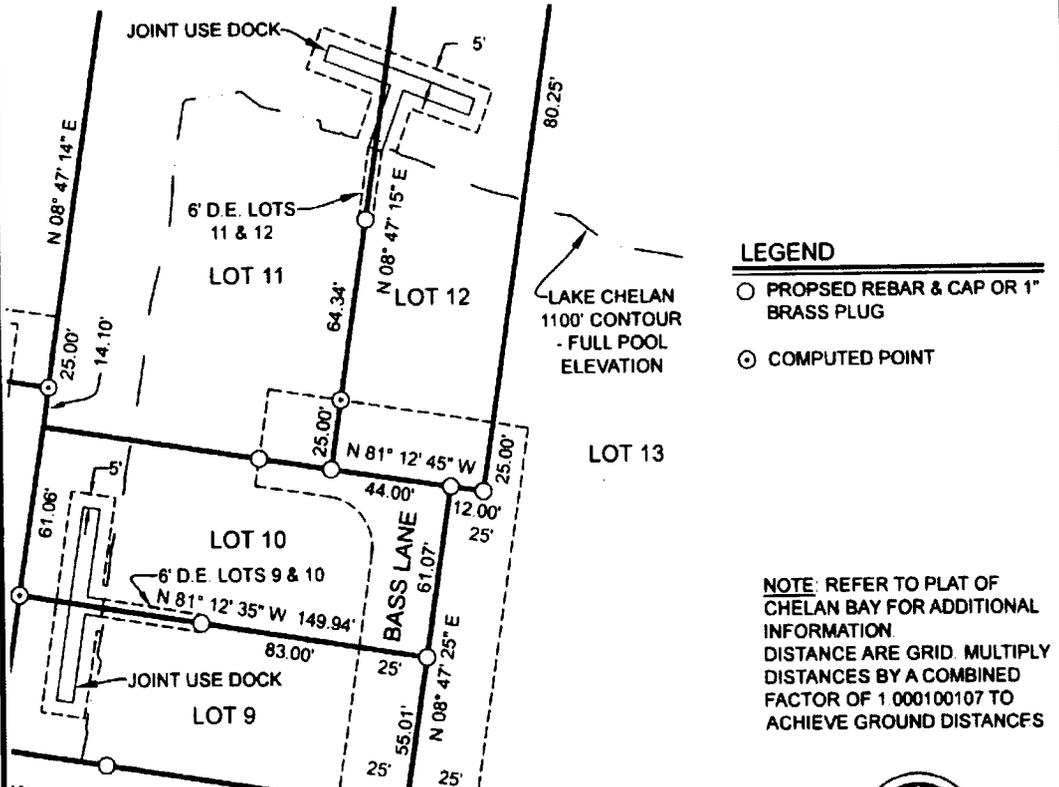
Doc. Date: 1-11-22 # Pages: 4
Doc. Description: Joint Dock Use and Maintenance Easement
Desiree A. P. Lopes 1-11-22
Notary Signature Date
DESIREE A. P. LOPES
Notary Public, Second Circuit



EXHIBIT A

JOINT USE DOCK EASEMENT EXHIBIT MAP FOR:
LOTS 9-12, CHELAN BAY

PART OF BLOCK 9, PLAT OF LAKE PARK; WITHIN A PORTION OF GOVT. LOTS 3, 4 AND 5,
SEC. 14, T 27N, R 22E.W.M., CITY OF CHELAN, CHELAN COUNTY, WA



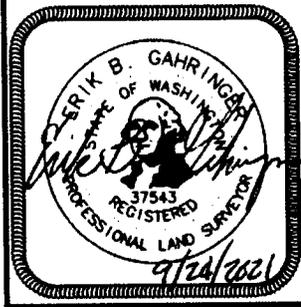
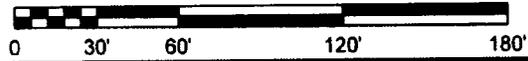
ABBREVIATIONS

D.E. DOCK EASEMENT:
DOCK ACCESS - IS 6' WIDE CENTERED UPON THE LOT LINE OR CENTERLINE AND TERMINATES AT THE 1100' CONTOUR OR AS DEPICTED.
DOCK EASEMENT - IS 5' OFFSET FROM OUTER PERIMETER OF EACH DOCK AS LOCATED AND CONSTRUCTED



GRID NORTH

SCALE: 1" = 60'



48° North

SHEET 1 OF 1

PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING

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48dnorth.com

DRAWN BY: EBG LAYOUT: MISC EXH
DATE: SEPTEMBER 24, 2021 FILE NO: 18-039 GBI MISC EXH.DWG
SCALE: 1" = 60' JOB NO: 18-039