

Draft Proposed Easement

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KING COUNTY AUDITOR/RECORDER'S INDEXING FORM

DOCUMENT TITLE(S): AMENDED AND RESTATED EASEMENT FOR PLANTING
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 8201220491
GRANTOR(S): XING HUA GROUP LTD., a Washington corporation
GRANTEE(S): CITY OF MERCER ISLAND, a municipal corporation
LEGAL DESCRIPTION: (abbreviated i.e. lot, block, plat, section, township, and range) Parcel 1 of Mercer Island SP No. 77-9-040 and Ptn. of Lot 5 Block 16, P. 58 Full legal description is on Exhibit A of document.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: 531510-1326 531510-1316
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AMENDED AND RESTATED EASEMENT FOR PLANTING

THIS AMENDED AND RESTATED EASEMENT FOR PLANTING ("Agreement") is entered into this ____ day of November 2020, by and between XING HUA GROUP LTD., a Washington corporation ("Grantor"), and CITY OF MERCER ISLAND, a municipal corporation ("Grantee").

RECITALS

F:\BCH\Clients\Lu\Mercer Island Property\Shoring Easements & Easements\Planting Easement\Landscape Easement Agreement
CLN2 (tmh).docx 11/2/2020

Draft Proposed Easement

A. Grantor is the owner of two parcels of real estate commonly known as 2750 77th AVE SE and 2885 78th AVE SE, located in Mercer Island, and legally described on Exhibit A attached hereto ("Grantor's Property").

B. Grantee is the City of Mercer Island and the dominant owner under the existing Easement for Planting recorded under King County recording No. 8201220491 ("Existing Easement").

C. Grantor and Grantee now desire to Amend and Restate the Existing Easement by redefining the planting easement area without material change to the total planting area to be contained in the Planting Easement Area, and Grantor desires to convey to Grantee a permanent planting easement for planting, landscape and maintenance ("Planting Easement").

D. The Planting Easement shall also allocate the responsibility for maintenance of the Planting Easement between Grantor and Grantee and their respective heirs, successors and assigns.

NOW, THEREFORE, for and in consideration of the parties mutual agreement to amend and re-state the Easement for Planting, the parties agree as follows:

AGREEMENT

1. GRANT OF EASEMENT. The undersigned Grantor, grants, bargains, transfers, and conveys to the City of Mercer Island a Planting Easement for planting and maintenance over, across, along, and under that portion of Grantor's Property legally described on Exhibit B and graphically depicted on Exhibit C attached hereto (the "Planting Easement Area").

2. PURPOSE. The Planting Easement is granted and conveyed for the purpose of planting and landscaping a strip of property adjacent to City ROW defined herein above as the Planting Easement Area. The City agrees to purchase, plant and maintain planting materials within the Planting Easement Area. The Grantor may perform routine maintenance in conjunction with the Planting Easement, however, the Grantor agrees not to materially or aggressively prune or remove planting without written approval of the City of Mercer Island. The Grantor agrees to allow city crews to perform such tasks as are necessary from time to time pertaining to removal of asphalt, relocation of curbing, planning and maintenance of the Planting Easement Area from the Grantor's property adjacent to the Planting Easement Area.

3. TERMINATION. Upon recording of this Amended and Restated Easement for Planting Grantor and Grantee hereby terminate and release the Existing Easement., and

Draft Proposed Easement

such Existing Easement shall be of no further force or effect, and shall no longer bind or burden the Grantor's Property.

4. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, assigns, and personal representatives and all persons claiming by, through or under the parties hereto.

5. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in the state and federal courts of King County, Washington.

6. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties with respect to this matter. It may not be modified except in writing signed by the party against whom enforcement of the modification is sought.

7. SEVERABILITY. If for any reason, any portion of this Agreement shall be held to be invalid or unenforceable, the holding of invalidity or unenforceability of that portion shall not affect any other portion of this Agreement and the remaining portions of this Agreement shall remain in full force and effect.

DATED the date first set forth above.

GRANTOR:

XING HUA GROUP LTD.,
a Washington corporation

GRANTEE:

CITY OF MERCER ISLAND,
a Washington municipal corporation

By: _____
Guo Bin Lu
Its: President

By: _____
Name: _____
Its: _____

By: _____
ROBERTA DOWNEY
Its: Member

Draft Proposed Easement

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of November, 2020, before the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Guo Bin Lu, to me known to be the individual described in and who executed the within and foregoing instrument, and said person acknowledged that she signed this instrument, and on oath stated that she was authorized to execute this instrument and acknowledged it as the President of XING HUA GROUP LTD, a Washington corporation, to be the free and voluntary act for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal hereto affixed the day and year first above written.

Print Name: _____
NOTARY PUBLIC in and for the state of
Washington residing in _____
My appointment expires _____

Draft Proposed Easement

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of November, 2020, before the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individuals described in and who executed the within and foregoing instrument, and said persons acknowledged that they signed this instrument, and on oath stated that they were authorized to execute this instrument and acknowledged it as the _____ of the City of Mercer Island, to be the free and voluntary act for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal hereto affixed the day and year first above written.

Print Name: _____
NOTARY PUBLIC in and for the state of
Washington residing in _____
My appointment expires _____

EXHIBIT A

LEGAL DESCRIPTION OF THE GRANTOR PROPERTY

Lot 1:

PARCEL 1 OF MERCER ISLAND SHORT PLAT NUMBER 77-9-040, RECORDED OCTOBER 25, 1977 UNDER RECORDING NUMBER [7710250620](#), IN KING COUNTY, WASHINGTON.

Lot 2:

THAT PORTION OF LOT 5, BLOCK 16, MCGILVRA'S ISLAND ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 16 OF PLATS, PAGE 58, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5;
THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 5 A DISTANCE OF 137.75 FEET TO THE NORTHWEST CORNER OF SAID LOT 5;
THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 173.00 FEET;
THENCE SOUTHERLY PARALLEL TO THE WEST LINE, 100.00 FEET;.
THENCE WESTERLY PARALLEL TO THE NORTH LINE 63.00 FEET;
THENCE SOUTHERLY PARALLEL TO THE WEST LINE 37.75 FEET TO THE SOUTH LINE OF SAID LOT 5;
THENCE WESTERLY ALONG THE SOUTH LINE 110.00 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE WEST 10 FEET THEREOF AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 4955634;
(ALSO KNOWN AS PARCEL 2 OF CITY OF MERCER ISLAND SHORT PLAT NUMBER MI-77-9-040, RECORDED UNDER RECORDING NUMBER 7710250620);
TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS FOR MOTOR VEHICLES AND PEDESTRIANS OVER THE NORTH 20 FEET OF PARCEL 1 OF CITY OF MERCER ISLAND SHORT PLAT NUMBER HI-77-9-040, RECORDED UNDER RECORDING NUMBER 7710250620;
TOGETHER WITH THE RIGHT TO USE THE COMMON PARKING AREA ACROSS A NORTHWESTERLY PORTION OF PARCEL 1 OF CITY OF MERCER ISLAND SHORT PLAT NUMBER MI-77-9-040, RECORDED UNDER RECORDING NUMBER 7710250323, AS SET FORTH IN AGREEMENT RECORDED UNDER RECORDING NUMBER 7710250324.

SITUATE IN THE CITY OF MERCER ISLAND, COUNTY OF KING, STATE OF WASHINGTON

EXHIBIT B

LEGAL DESCRIPTION OF THE EASEMENT AREA

(Attached)

PLANTER EASEMENT DESCRIPTION

THE EAST 2.50 FEET OF PARCEL 1 OF MERCER ISLAND SHORT PLAT NUMBER 77-9-040, RECORDED UNDER INSTRUMENT NUMBER 7710250620 IN RECORDS OF KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENTED CENTERLINE INTERSECTION OF SE 29TH STREET AND 78TH AVENUE SOUTHEAST (ALSO KNOWN AS GILPIN STREET), BEING A FOUND 1-1/2" BRASS DISC WITH A PUNCH, 0.9 FEET DOWN IN A MONUMENT CASE, FROM WHICH A FOUND 1-3/4" BRASS DISC WITH A PUNCH, 0.6 FEET DOWN IN A MONUMENT CASE AT THE CENTERLINE INTERSECTION OF SAID 78TH AVENUE SOUTHEAST AND SOUTHEAST 27TH STREET BEARS NORTH 01°18'51" EAST, 866.58 FEET;
THENCE NORTH 01°18'51" EAST, ALONG THE CENTERLINE OF SAID 78TH AVENUE SOUTHEAST, A DISTANCE OF 30.09 FEET;
THENCE NORTH 88°41'09" WEST, DEPARTING SAID CENTERLINE AT A RIGHT ANGLE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1, AND THE **POINT OF BEGINNING**, NAMED **"POINT A"** FOR PURPOSES OF THIS DESCRIPTION;
THENCE NORTH 01°18'51" EAST, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 3.38 FEET;
THENCE NORTH 88°41'09" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 2.50 FEET;
THENCE SOUTH 01°18'51" WEST, PARALLEL WITH AND 2.50 FEET WEST OF SAID EAST LINE, A DISTANCE OF 3.37 FEET TO THE SOUTH LINE OF SAID PARCEL 1;
THENCE SOUTH 88°30'53" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT SAID MONUMENTED CENTERLINE INTERSECTION OF SE 29TH STREET AND 78TH AVENUE SOUTHEAST;
THENCE NORTH 01°18'51" EAST, ALONG THE CENTERLINE OF SAID 78TH AVENUE SOUTHEAST, A DISTANCE OF 30.09 FEET;
THENCE NORTH 88°41'09" WEST, DEPARTING SAID CENTERLINE AT A RIGHT ANGLE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1;
THENCE NORTH 01°18'51" EAST, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 7.88 FEET TO THE **POINT OF BEGINNING**, NAMED **"POINT B"** FOR PURPOSES OF THIS DESCRIPTION;
THENCE NORTH 01°18'51" EAST, ALONG SAID EAST LINE, A DISTANCE OF 10.00 FEET;
THENCE NORTH 88°41'09" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 2.50 FEET;
THENCE SOUTH 01°18'51" WEST, PARALLEL WITH AND 2.50 FEET WEST OF SAID EAST LINE, A DISTANCE OF 10.00 FEET;
THENCE SOUTH 88°41'09" EAST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT SAID MONUMENTED CENTERLINE INTERSECTION OF SE 29TH STREET AND 78TH AVENUE SOUTHEAST;
THENCE NORTH 01°18'51" EAST, ALONG THE CENTERLINE OF SAID 78TH AVENUE SOUTHEAST, A DISTANCE OF 30.09 FEET;
THENCE NORTH 88°41'09" WEST, DEPARTING SAID CENTERLINE AT A RIGHT ANGLE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1;
THENCE NORTH 01°18'51" EAST, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 44.89 FEET TO THE **POINT OF BEGINNING**, NAMED **"POINT C"** FOR PURPOSES OF THIS DESCRIPTION;
THENCE NORTH 01°18'51" EAST, ALONG SAID EAST LINE, A DISTANCE OF 5.51 FEET;
THENCE NORTH 77°10'13" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 2.55 FEET;
THENCE SOUTH 01°18'51" WEST, PARALLEL WITH AND 2.50 FEET WEST OF SAID EAST LINE, A DISTANCE OF 6.02 FEET;

Draft Proposed Easement

THENCE SOUTH 88°41'09'' EAST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT SAID MONUMENTED CENTERLINE INTERSECTION OF SE 29TH STREET AND 78TH AVENUE SOUTHEAST;
THENCE NORTH 01°18'51'' EAST, ALONG THE CENTERLINE OF SAID 78TH AVENUE SOUTHEAST, A DISTANCE OF 30.09 FEET;
THENCE NORTH 88°41'09'' WEST, DEPARTING SAID CENTERLINE AT A RIGHT ANGLE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1;
THENCE NORTH 01°18'51'' EAST, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 66.11 FEET TO THE **POINT OF BEGINNING**, NAMED **''POINT D''** FOR PURPOSES OF THIS DESCRIPTION;
THENCE NORTH 01°18'51'' EAST, ALONG SAID EAST LINE, A DISTANCE OF 6.29 FEET;
THENCE NORTH 77°10'13'' WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 2.55 FEET;
THENCE SOUTH 01°18'51'' WEST, PARALLEL WITH AND 2.50 FEET WEST OF SAID EAST LINE, A DISTANCE OF 6.80 FEET;
THENCE SOUTH 88°41'09'' EAST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT SAID MONUMENTED CENTERLINE INTERSECTION OF SE 29TH STREET AND 78TH AVENUE SOUTHEAST;
THENCE NORTH 01°18'51'' EAST, ALONG THE CENTERLINE OF SAID 78TH AVENUE SOUTHEAST, A DISTANCE OF 30.09 FEET;
THENCE NORTH 88°41'09'' WEST, DEPARTING SAID CENTERLINE AT A RIGHT ANGLE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1;
THENCE NORTH 01°18'51'' EAST, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 138.81 FEET TO THE **POINT OF BEGINNING**, NAMED **''POINT E''** FOR PURPOSES OF THIS DESCRIPTION;
THENCE NORTH 01°18'51'' EAST, ALONG SAID EAST LINE, A DISTANCE OF 6.20 FEET;
THENCE NORTH 88°41'09'' WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 2.50 FEET;
THENCE SOUTH 01°18'51'' WEST, PARALLEL WITH AND 2.50 FEET WEST OF SAID EAST LINE, A DISTANCE OF 6.20 FEET;
THENCE SOUTH 88°41'09'' EAST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT SAID MONUMENTED CENTERLINE INTERSECTION OF SE 29TH STREET AND 78TH AVENUE SOUTHEAST;
THENCE NORTH 01°18'51'' EAST, ALONG THE CENTERLINE OF SAID 78TH AVENUE SOUTHEAST, A DISTANCE OF 30.09 FEET;
THENCE NORTH 88°41'09'' WEST, DEPARTING SAID CENTERLINE AT A RIGHT ANGLE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1;
THENCE NORTH 01°18'51'' EAST, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 163.01 FEET TO THE **POINT OF BEGINNING**, NAMED **''POINT F''** FOR PURPOSES OF THIS DESCRIPTION;
THENCE NORTH 01°18'51'' EAST, ALONG SAID EAST LINE, A DISTANCE OF 11.77 FEET;
THENCE NORTH 77°10'13'' WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 2.55 FEET;
THENCE SOUTH 01°18'51'' WEST, PARALLEL WITH AND 2.50 FEET WEST OF SAID EAST LINE, A DISTANCE OF 12.28 FEET;
THENCE SOUTH 88°41'09'' EAST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**.

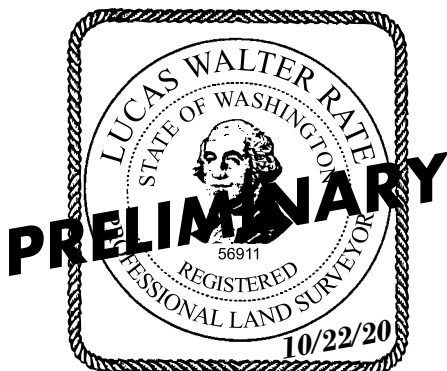
Draft Proposed Easement

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT SAID MONUMENTED CENTERLINE INTERSECTION OF SE 29TH STREET AND 78TH AVENUE SOUTHEAST;
THENCE NORTH 01°18'51'' EAST, ALONG THE CENTERLINE OF SAID 78TH AVENUE SOUTHEAST, A DISTANCE OF 30.09 FEET;
THENCE NORTH 88°41'09'' WEST, DEPARTING SAID CENTERLINE AT A RIGHT ANGLE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1;
THENCE NORTH 01°18'51'' EAST, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 197.44 FEET TO THE **POINT OF BEGINNING**, NAMED **''POINT G''** FOR PURPOSES OF THIS DESCRIPTION;
THENCE NORTH 01°18'51'' EAST, ALONG SAID EAST LINE, A DISTANCE OF 4.95 FEET;
THENCE NORTH 77°10'13'' WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 2.55 FEET;
THENCE SOUTH 01°18'51'' WEST, PARALLEL WITH AND 2.50 FEET WEST OF SAID EAST LINE, A DISTANCE OF 5.46 FEET;
THENCE SOUTH 88°41'09'' EAST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT SAID MONUMENTED CENTERLINE INTERSECTION OF SE 29TH STREET AND 78TH AVENUE SOUTHEAST;
THENCE NORTH 01°18'51'' EAST, ALONG THE CENTERLINE OF SAID 78TH AVENUE SOUTHEAST, A DISTANCE OF 30.09 FEET;
THENCE NORTH 88°41'09'' WEST, DEPARTING SAID CENTERLINE AT A RIGHT ANGLE, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1;
THENCE NORTH 01°18'51'' EAST, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 245.98 FEET TO THE **POINT OF BEGINNING**, NAMED **''POINT H''** FOR PURPOSES OF THIS DESCRIPTION;
THENCE NORTH 01°18'51'' EAST, ALONG SAID EAST LINE, A DISTANCE OF 15.69 FEET;
THENCE NORTH 88°41'09'' WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 2.50 FEET;
THENCE SOUTH 01°18'51'' WEST, PARALLEL WITH AND 2.50 FEET WEST OF SAID EAST LINE, A DISTANCE OF 15.69 FEET;
THENCE SOUTH 88°41'09'' EAST, DEPARTING SAID PARALLEL LINE, A DISTANCE OF 2.50 FEET TO THE **POINT OF BEGINNING**.



XING HUA GROUP
2885 78TH AVE SE
LUCAS W. RATE, P.L.S.
BRH JOB NO. 2013130.08
OCTOBER 22, 2020

BUSH, ROED & HITCHINGS, INC.
2009 MINOR AVENUE EAST
SEATTLE, WA 98102
(206) 323-4144

EXHIBIT C

DEPICTION OF EASEMENT AREA

(Attached)

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