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**KING COUNTY AUDITOR/RECORDER'S INDEXING FORM**

<b>DOCUMENT TITLE(S):</b> DECLARATION OF PUBLIC PEDESTRIAN ACCESS EASEMENT
<b>REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:</b> N/A
<b>GRANTOR/DECLARANT(S):</b> XING HUA GROUP LTD., a Washington corporation
<b>GRANTEE(S):</b> THE CITY OF MERCER ISLAND, a municipal corporation
<b>LEGAL DESCRIPTION:</b> (abbreviated i.e. lot, block, plat, section, township, and range) (A) - PTN. OF LOT 5, BLOCK 16, MCGILVRA'S ISLAND ADD, VOL. 16, P. 58 (B) - PARCEL 1 OF MERCER ISLAND SP No 77-9-040, REC. No. <a href="#">7710250620</a> , Full legal description is on Exhibit A of document.
<b>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):</b> (A) 5315101316 (B) 5315101326
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.

**(This document is a draft only and Grantor reserves the right to make revisions to the easement in its sole discretion.)**

## DECLARATION OF PUBLIC PEDESTRIAN ACCESS EASEMENT

THIS DECLARATION OF PUBLIC PEDESTRIAN ACCESS EASEMENT ("Declaration") is made and entered into this \_\_\_\_\_ day of April, 2020, by XING HUA GROUP LTD., a Washington corporation ("Grantor/Declarant") for the benefit of THE CITY OF MERCER ISLAND, a municipal corporation and The Public ("Grantee").

### WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located at 2750 77<sup>th</sup> Ave SE, Mercer Island, WA 98040, and described in **Exhibit A** attached hereto ("Parcel A"); and

WHEREAS, Grantor is also the owner of that certain real property located at 2750 77<sup>th</sup> Ave SE, Mercer Island, WA 98040, and legally described in **Exhibit A** attached hereto ("Parcel B"); and collectively, Parcel A and Parcel B shall refer herein as "Xing Hua Property", and

WHEREAS, as part of the permitting process to construct a building on the Xing Hua Property the City of Mercer Island has requested a perpetual non-exclusive public pedestrian access easement over the north twenty (20) feet of the Xing Hua Property; and

WHEREAS, Grantor desires to declare and establish a perpetual non-exclusive public pedestrian access easement over the north twenty (20) feet of the Xing Hua Property;

NOW, THEREFORE, Grantor hereby declares that the Xing Hua Property shall be held, sold, used and conveyed subject to the provisions of this Declaration.

1. Grant of Public Pedestrian Access Easement. Grantor hereby grants, conveys and declares for itself and any future owners of the Xing Hua Property a perpetual non-exclusive pedestrian use and public access easement for pedestrian ingress and egress (the "Pedestrian Access Easement") upon, over and across the north twenty feet (20') of the Xing Hua Property legally described on **Exhibit B** attached hereto (the "Public Access Easement Area"), and as depicted on **Exhibit C**. The City of Mercer Island shall provide for the reasonable care and maintenance of the Pedestrian Access Easement, and all costs of maintenance, repair or replacement of the Pedestrian Access Easement, and all improvements benefitting the public therein shall be paid by the City of Mercer Island. No vehicles shall block or be allowed to park in the Pedestrian Access Easement, and the City of Mercer Island shall provide for all temporary bike or mobility device storage in the Pedestrian Access Easement.

2. Easement Termination. The provisions of this Agreement shall run with the Xing Hua Property, bind the land which makes up the Xing Hua Property, and shall remain in effect perpetually to the maximum extent allowed by law, The Easement granted herein shall not be terminated by implication, nonuse or abandonment, and no release of the Easement shall arise by waiver or course of conduct unless such termination or release is evidenced by a recorded agreement to such effect executed by the City of Mercer Island and all of the then owners of Xing Hua Property.

3. Insurance. The Grantee shall provide Grantor with a certificate of insurance for public liability insurance covering injuries or accidents sustained by the public within the Pedestrian Access Easement, and or evidence of self-insurance or risk pool coverage in a form and amount satisfactory to Grantor. **[NOTE – draft provision only. Discuss with the City of Mercer Island.]**

4. Indemnity. Grantee when exercising rights to use the Pedestrian Access Easement under this Agreement shall defend, indemnify and hold the Xing Hua Property owner harmless from and against all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by the Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of the Public and/or Grantee, their tenants, agents and contractors in connection with the exercise of the rights granted herein; provided, however, this paragraph shall not apply to the extent that damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligent or intentional acts or omissions of the Grantor, its tenants, agents or contractors.

5. Binding Effect/Successors and Assigns/Permitted Users. The terms, covenants and conditions contained in this Declaration shall run with the title to the Parcel A and Parcel B of the Xing Hua Property. This Declaration shall be binding on the Xing Hua Property owner and the City of Mercer Island, and their successors and assigns, and shall inure to the benefit of each and every future owner of such property, including their respective tenants, agents, occupants and invitees.

6. Modification. This Declaration may not be modified except in writing signed by the then owners of Xing Hua Property and the City of Mercer Island.

7. Duration. The provisions of this Agreement shall run with the Xing Hua Property, bind the land which makes up the Xing Hua Property, and shall remain in effect perpetually to the maximum extent allowed by law,

8. Entire Agreement. This Declaration constitutes the entire agreement between the parties hereto with respect to the easement and agreements granted herein and may not be modified except through a recorded agreement executed by such parties or their respective successors in interest.

DATED the date first set forth above.

**GRANTOR/DECLARANT:**

XING HUA GROUP LTD.,  
a Washington corporation

By: \_\_\_\_\_

Guo Bin Lu

Its: President

**GRANTEE: [TOM, DO WE NEED TO INCLUDE TRANTEE?]**

CITY OF MERCER ISLAND,  
a municipal corporation

By: \_\_\_\_\_

[Name]

Its: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Guo Bin Lu 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 the President of XING HUA GROUP LTD., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2020.

(SEAL/STAMP)

[Print  
Name:] \_\_\_\_\_  
NOTARY PUBLIC for the State of Washington  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Guo Bin Lu 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 the \_\_\_\_\_ of THE City of Mercer Island, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2020.

(SEAL/STAMP)

[Print  
Name:] \_\_\_\_\_  
NOTARY PUBLIC for the State of Washington  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description of Xing Hua Property**

**Parcel A.**

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 37.75 FEET TO THE NORTHWEST CORNER OF SAID LOT 5;  
THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 73.00 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.

**Parcel B.**

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

**EXHIBIT B**

**LEGAL DESCRIPTION OF PEDESTRIAN ACCESS EASEMENT AREA  
ON XING HUA PROPERTY**

“Insert legal”

*[SUBSTITUTE WITH COMPLETE LEGAL DESCRIPTION, BUT THE EXHIBIT SHOULD BE “THE NORTH TWENTY (20’) FEET” OF THE REAL PROPERTY DESCRIBED ON EXHIBIT A]*

**EXHIBIT C**

**DEPICTION OF PEDESTRIAN ACCESS EASEMENT AREA**