

After recording, return to:
Holmquist & Gardiner, PLLC
Attn: Imants Holmquist
1000 Second Ave, Suite 1770
Seattle, Washington 98104

Referenced recorded documents: 20201211000035

Grantor(s): Bel Aire Highlands, LLC, and or its assigns

Grantee(s): LVDI Real Investment Company, LLC, and or its assigns

Legal description (Abbr.): HILLMANS C D SEA SHORE LAKE FRONT "LOT A" OF FOLLOWING –
MERCER ISLAND APPROVED SUBDIV OF SEC 4 – ORD 59 DATED
DECEMBER 18 1968 DAF – TRACTS 498-499-500-501 & 574

Additional Legal Descriptions are on Exhibit A and Exhibit B

Tax parcel Nos.:

Grantor Parcel: 335850-0450
Grantee Parcel: 335850-0454

AMENDMENT TO UTILITY EASEMENT

THIS AMENDMENT TO PRIVATE UTILITY EASEMENT AGREEMENT ("**Amendment**"), dated the 28th day of May, 2024, is entered by and between Bel Air Highlands, LLC ("**Grantor**") and LVDI REAL ESTATE COMPANY, LLC ("**Grantee**").

RECITALS

- A. Grantor is the owner of that certain real property located in King County, Washington and more particularly described in the attached B (the "**Grantor Parcel**") which is burdened by that certain Private Utility Easement Agreement dated October 29, 2020, and recorded with the King County under Recording Number 20201211000035 ("**Utility Easement Agreement**").
- B. Grantee is the owner of that certain real property located in King County, Washington and more particularly described in the attached Exhibit A (the "**Grantee Parcel**") which is burdened by the Easement Agreement.
- C. The Grantor and Grantee desire to amend the Easement Agreement to relocate sewer line and drain line to accommodate development of Grantor's property, and to allow Grantor to connect to the revised sewer line and drain line, as shown in the drawing in Exhibit C attached hereto and made a part hereof.
- D. Both Parties agree Grantor is allowed to relocate or modify sewer line and drain line in future if needed.

AGREEMENTS

It is agreed that the Easement Agreement is amended as follows:

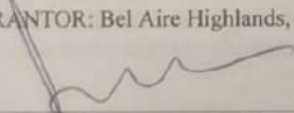
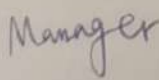
- I. Relocation of Utilities. Subject to the prior receipt of all required permits and approvals of any and every kind from all necessary governmental entities, Grantee shall be entitled to the easement shown in the drawing in Exhibit C attached hereto and made a part hereof.

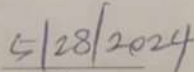
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2. Costs of Construction for Relocation of Utility in Exhibit C. Grantee shall pay for all costs and expenses except for works under trees. The Grantor shall pay for the cost of works pertaining to tree obstruction. Grantee shall provide notice to Grantor prior to commencement of construction.
3. Grantor Connection to and Use of Utility Line. Subject to the prior receipt of all required permits and approvals of any and every kind from all necessary governmental entities, Grantor shall be entitled to connect to Grantee's sewer line and drain line located in the Easement Area, and use the same provided such use is approved by any necessary government entities and in compliance with any applicable laws. Grantee and Grantor shall thereafter share in the expenses related to the repair and maintenance of all of the sewer and drain lines located in the Easement Area, provided if one party or the other causes any damage, that party shall be responsible for the necessary repairs.
4. Relocation of Utilities in future. Any future relocation of sewer line and/or drain line within the Easement Area shall be subject to the prior receipt of all required permits and approvals of any and every kind from all necessary governmental entities; and further, any such relocation shall not result in a change of the use of the sewer line and/or drain line. Any relocation of sewer line and drain line shall be at Grantor's sole cost and expense. Grantor shall provide notice to Grantee prior to commencement of construction of Grantor's relocation to determine a mutually agreed time to complete the work, which work shall be completed as expeditiously as possible so as to minimize the interruption of water, drainage and/or sewer service on the Grantee Parcel.
5. Governing Law. This Amendment will be governed by, construed, and enforced in accordance with the laws of the State of Washington. Exclusive jurisdiction for any dispute arising out of this Amendment will be in King County, Washington.
6. Successors and Assigns. The terms and conditions of this Amendment will be binding upon, and the benefits of this Amendment will inure to, the successors, grantees and assigns of the owners of the Grantor and Grantee parcel.
7. Entire Agreement. This Amendment will constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Amendment will not be binding upon either party except to the extent incorporated in this Amendment.

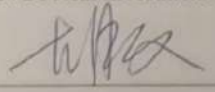
DATED as of the day and year first above written.

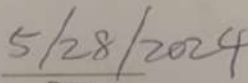
GRANTOR: Bel Aire Highlands, LLC

By:  Xu
Its:  Manager


Date

GRANTEE: LVDI Real Investment Company, LLC

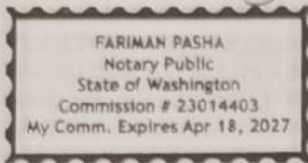
By:  Hu
Wen Hu



Date

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Tingyi Xu is the person 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 the instrument.

Dated this 28 day of May 2024.

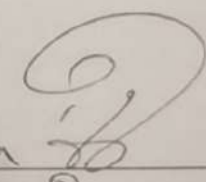


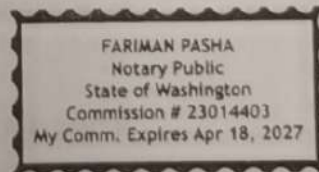
Fariman Pasha 
(print or type name)
NOTARY PUBLIC in and for the State of Washington,
residing at WA King county
My Commission expires: Apr. 18. 2027

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Wen Hu is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the manager of LVDI Real Investment Company LLC, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Dated this 28 day of May 2024.

Fariman Pasha 
(print or type name)
NOTARY PUBLIC in and for the State of Washington, residing at WA Bellevue. King county
My Commission expires: Apr. 18 2027



**EXHIBIT A
LEGAL DESCRIPTION OF PARCEL A**

TRACTS 498, 499, 500, 501, AND 574 IN C. D. HILLMAN'S SEA SHORE LAKE FRONT GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS ON PAGE 44 IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF SAID TRACT 574 LYING NORTHEASTERLY OF A LINE PARALLEL WITH AND DISTANT SOUTHWESTERLY 270 FEET FROM (AS MEASURED AT RIGHT ANGLES TO) THE SOUTHWESTERLY LINE OF THE PRESENT ALIGNMENT OF WEST MERCER WAY (HAVING A RIGHT ANGLE WIDTH OF 60 FEET);

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING; AND TOGETHER WITH ANY UNPLATTED UPLANDS LYING BETWEEN SAID TRACTS AND SAID SHORE LANDS ADJOINING;

ALSO TOGETHER WITH THE NORTHEASTERLY 270 FEET OF THAT PORTION OF SAID TRACT 574, C. D. HILLMAN'S SEA SHORE LAKE FRONT GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 44, IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF THE PRESENT ALIGNMENT OF WEST MERCER WAY (HAVING A RIGHT ANGLE WIDTH OF 60 FEET);

EXCEPT THE NORTHEASTERLY 150 FEET OF THE SOUTHEASTERLY 80 FEET THEREOF. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TAX PARCEL ID: 335850454

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ALLENWARE

**EXHIBIT B
LEGAL DESCRIPTION OF GRANTOR PARCEL B**

TRACTS 498, 499, 500, 501, AND 574, C. D. HILLMAN'S SEA SHORE LAKE FRONT GARDEN OF EDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 44, IN KING COUNTY, WASHINGTON:

EXCEPT THAT PORTION OF SAID TRACT 574 LYING NORTHEASTERLY OF A LINE PARALLEL WITH AND DISTANT SOUTHWESTERLY 270 FEET FROM (AS MEASURED AT RIGHT ANGLES TO) THE SOUTHWESTERLY LINE OF THE PRESENT ALIGNMENT OF WEST MERCER WAY (HAVING A RIGHT ANGLE WIDTH OF 60 FEET);

TOGETHER WITH SECOND CLASS SHORELANDS ADJOINING; AND

TOGETHER WITH ANY UNPLATTED UPLANDS, LYING BETWEEN SAID TRACTS AND THE SHORE LANDS ADJOINING.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

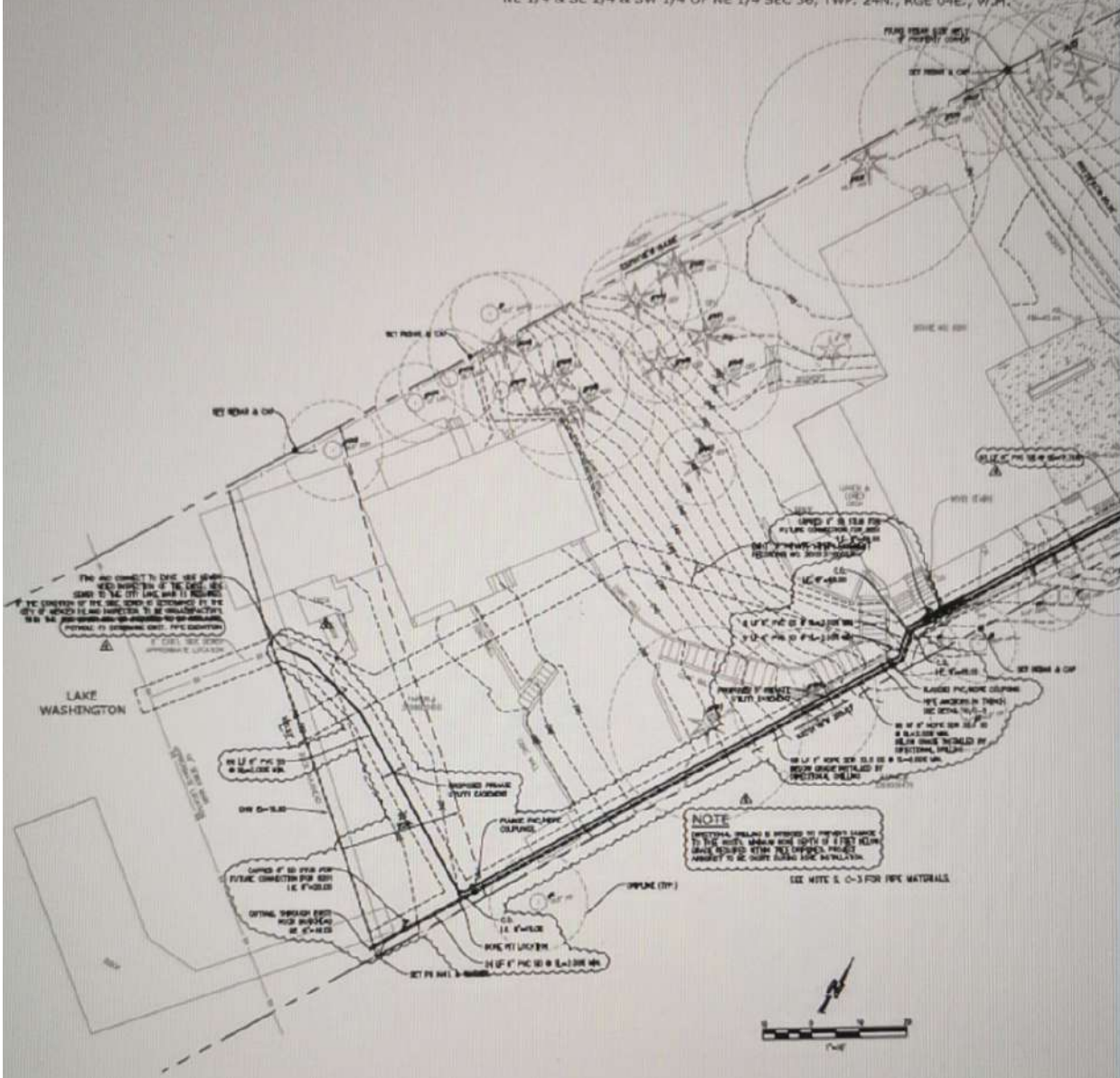
TAX PARCEL ID: 335850450

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EXHIBIT C DRAWING OF EASEMENT AREA ON PARCEL B

NE 1/4 & SE 1/4 & SW 1/4 OF NE 1/4 SEC 36, TWP. 24N., RGE 04E., W.M.



ALIENWARE