

Return Address:
 THOMAS M. HANSEN
 Oseran Hahn P.S.
 11225 SE 6th St, Ste 100
 Bellevue, WA 98004

KING COUNTY AUDITOR/RECORDER'S INDEXING FORM

DOCUMENT TITLE(S): DECLARATION OF COVENANT FOR LANDSCAPE MAINTENANCE
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:
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.

**DECLARATION OF COVENANT FOR
 LANDSCAPE MAINTENANCE**

THIS DECLARATION OF COVENANT FOR LANDSCAPE MAINTENANCE ("Covenant") is entered into this _____ day of March 2022, by and between XING HUA GROUP LTD., a Washington corporation ("Grantor"), and CITY OF MERCER ISLAND, a municipal corporation ("Grantee").

RECITALS

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. Grantor has applied for building permits with the City of Mercer Island under the Permit No. #2011-119 (the “Permit”). As a condition to issuing the Permit, the City of Mercer Island has required this Covenant.

C. Grantor and Grantee now desire to create a Landscaping Maintenance Covenant for planting, landscaping and maintenance of Grantor’s Property.

NOW, THEREFORE, the Grantor hereby grants, covenants, and agrees as follows:

COVENANTS

1. Grantor, at its sole cost and expense shall maintain in good condition and repair the irrigation system on the Grantor’s Property and shall maintain all landscaping and vegetation on the Grantor’s Property in good well-maintained condition, including but not limited to regular removal of debris and weed and removal and replacement of dead plants and other vegetation (“Landscape Maintenance “).

2. Grantor covenants and agrees that Grantor shall have all landscaped areas on Grantor’s Property fully covered in healthy green vegetation within two years from the date of signing this Covenant.

3. Grantor covenants and agrees to pay any and all costs and expenses for all Landscape Maintenance performed on the Grantor’s Property.

GENERAL PROVISIONS

4. This Covenant is binding upon the Grantor, its heirs, successors, and assigns. The obligations and conditions set forth in this Covenant are not personal but shall run with the land and be binding upon all parties having or acquired any right, title, or interest in the Property.

5. 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. 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.

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: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2022, 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 _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2022, 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