

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following Addendum and Temporary Easement Agreement ("Easement Agreement") is part of the Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated October 27, 2018 between Xiaomeng Yang and Shijun Guo ("Buyers" or "Grantees") and Stephen R. Sutherland and Denise Sutherland ("Sellers" or "Grantors") (Grantors and Grantees may also be referred to individually as a "party" and collectively as the "parties").

RECITALS

A. Grantors own the real property situated at 7435 E. Mercer Way, Mercer Island, Washington 98040 ("Lot A"), more particularly described in **Exhibit "A"** attached hereto and made a part hereof. Grantors also own the real property situated at 7431 E. Mercer Way, Mercer Island, Washington 98040 ("Lot B"), more particularly described in **Exhibit "B"** attached hereto and made a part hereof. Lot B is vacant land that lies to the west and north of Lot A.

B. As more fully set forth in the Purchase and Sale Agreement, Grantees are under contract to purchase Lot B from Grantors. Grantees further intend to construct a single-family residence on the Lot B.

C. Upon taking ownership of Lot B pursuant to the Purchase and Sale Agreement's terms, Grantees require a temporary construction easement over Lot A for purposes of performing site work and to construct the Grantees' desired single-family residence (the "Construction"). Grantees further require Grantors' agreement with other terms of this Easement Agreement to complete the Construction.

D. Grantors are willing to provide a temporary construction easement over a portion of Lot A pursuant to the terms and conditions of this Easement Agreement.

E. The parties wish to enter into this Easement Agreement to provide the temporary construction easement and the orderly restoration of Lot A in connection with Construction.

F. The parties desire to memorialize their agreement in writing as set forth herein.

AGREEMENT

In consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the parties acknowledge and agree to the following:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made part of this Easement Agreement.

2. Grant of Temporary Construction Easement. Grantors hereby grant to Grantees a non-exclusive temporary easement over and across approximately thirty feet (30') of the western portion and approximately twenty feet (20') of the northern portion of Lot A, including all the way along the existing retaining wall that extends east to west along Lot A's northern boundary (the "Easement Area") to perform any and all work necessary to complete the Construction, including but not limited to adding, removing, or relocating retaining walls; loading and unloading various vehicles, machinery, equipment, and tool; removing the tennis court; grading and landscaping on Lot B and Lot A, backfill operations, utility access and any necessary sewer or storm connections, additional tree removal as necessary including the possible removal of trees 10, 11, 12, and 13 in the Arborist Report attached as **Exhibit "C"**, utilizing the full length of the driveway on the north side of Lot A for Construction purposes, and widening the full length of the driveway on the north side of Lot A up to a width of twelve feet (12') to match the width of the shared access easement referred to in Exhibit B ("the Work"). No materials, equipment, tools, or vehicles shall be staged or stored overnight in the Easement Area unless specifically approved by Grantors. Neither Lot A's driveway nor Lot A's parking garage shall be rendered inaccessible to Grantors' vehicles overnight without prior approval by Grantors provided said approval shall not be unreasonably withheld. If it becomes reasonably necessary for Grantees to render Lot A's driveway or Lot A's parking garage inaccessible so that Grantees can perform the Work, Grantees or someone acting on their behalf shall provide Grantors at least twelve (12) hours advance notice.

The Easement Area is depicted in **Exhibit "D"** attached hereto and made a part hereof.

3. Term of Easement. The term of the easement provided by this Easement Agreement shall terminate the day after the City of Mercer Island issues a Certificate of Occupancy for the Construction or August 31, 2021, whichever occurs first.

4. Construction Hours. All construction work utilizing the Easement Area performed in furtherance of the Construction shall comply with all the City of Mercer Island's noise ordinances. Unless necessary to complete the Construction, all such work must be performed between the hours of 7am and 7pm, Monday through Friday, and 9am to 6pm on Saturday. No such work shall be performed on Sunday.

5. Duty to Repair, Restore, and Replace. Grantees shall exercise reasonable care not to unnecessarily damage Lot A or it's improvements. All work performed by Grantees within the Easement Area or with respect to Lot A shall be in a careful and workmanlike manner. Prior to the Easement Expiration Date, Grantees will (a) remove from Lot A all the Grantees' construction equipment, materials, debris, and other items; and (b) restore stamped concrete, asphalt paving and landscaping on Lot A as nearly practicable to the condition it was in on the date of this Easement Agreement. This paragraph shall not be construed to require Grantees to remove site improvements on Lot A that were made in connection with the Construction, including but not limited to re-grading, re-sloping, and topography improvements. For any areas on Lot A that will not be returned to the condition they were on the date of this Agreement because of improvements that were made in connection with the Construction ("Changed Areas"), the final design, materials, and construction of those Changed Areas

shall be mutually agreed in writing by the parties prior to commencing Construction. The final design, materials, and construction to be used for those Changed Areas shall not be inferior to current design, materials, and construction. Proposals for the final design, materials, and construction to be used for those Changed Areas shall not be unreasonably rejected by Grantors.

6. Indemnification of Grantors by Grantees. Grantees shall defend, indemnify and hold Grantors harmless from any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by Grantors arising out of Grantees' exercise of the rights granted in this Easement Agreement, other than those damages caused by Grantors' actions or negligence, or the actions or negligence of Grantors' agents, assigns, or representatives.

7. Injunction and Enforceability. If any party shall default in its obligations under this Agreement, the parties each acknowledge that it would be extremely difficult to measure the resulting damages. Accordingly, any non-defaulting party, in addition to any other rights or remedies, shall be entitled to a decree specifically compelling performance of any such condition or provision.

8. Miscellaneous Provisions.

a. Covenants and Conditions. Each provision of this Agreement shall be deemed both a covenant and a condition. The representations and warranties stated herein, including without limitation the obligations described in paragraph 3, above, shall survive the termination or expiration of the easement provided by this Easement Agreement.

b. Other Terms Remain Unchanged. Except as provided in this Easement Agreement, all other terms and conditions of the Purchase and Sale Agreement shall remain unchanged.

c. No Termination Upon Breach or Waiver. No breach or waiver of this Easement Agreement shall entitle either party to cancel, rescind, or otherwise terminate this Easement Agreement, provided, however, that this provision shall not limit or otherwise affect any other right or remedy which a party may have hereunder by reason of any breach of this Easement Agreement.

d. Documents. Each party to this Easement Agreement shall perform any and all acts and execute and deliver any and all documents as may be reasonably necessary and proper under the circumstances in order to accomplish the intents and purposes of this Easement Agreement and to carry out its provisions, which includes without limitation any instrument terminating this Easement Agreement and/or removing it from title to the Lot A and/or Lot B.

e. Amendments. Any amendment or modification of this Agreement must be in writing and signed by all parties.

f. No Merger. The parties intend for the terms of this Easement Agreement to continue beyond closing of the purchase of Lot B by the Grantees pursuant to the Purchase and Sale

Agreement. The terms of this Easement Agreement shall not merge with the deed at closing of said purchase unless the terms of this Easement Agreement explicitly indicate otherwise.

g. Successors. This Easement Agreement is binding upon, and inures to the benefit of, the parties and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be duly signed as of the day and year first above written.

GRANTORS:

GRANTEES:

Stephen R. Sutherland

Shijun Guo

Denise Sutherland

Xiaomeng Yang

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that STEPHEN R. SUTHERLAND and DENISE SUTHERLAND are the persons who appeared before me, and those said persons acknowledged signing this instrument as their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____, 2018

(printed name): _____
NOTARY PUBLIC in and for the State
of Washington, residing at _____.

My Commission expires: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that SHIJUN GUO and XIAOMENG YANG are the persons who appeared before me, and those said persons acknowledged signing this instrument as their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____, 2018

(printed name): _____
NOTARY PUBLIC in and for the State
of Washington, residing at _____.

My Commission expires: _____

EXHIBIT "A"
(Legal Description of Lot A)

THE SOUTHEASTERLY 225 FEET OF LOT 8, BLOCK 4, FLOOD'S LAKE SIDE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 83, IN KING COUNTY, WASHINGTON.

TOGETHER WITH ANY EASEMENT FOR INGRESS AND EGRESS OF THE FOLLOWING DESCRIBED PORTION OF LOT 7, BLOCK 4, FLOOD'S LAKE SIDE TRACTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 20 OF PLATS, PAGE 83 IN KING COUNTY, WASHINGTON:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 7;
THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE THEREOF A DISTANCE OF 30 FEET;
THENCE SOUTHWESTERLY LINE OF SAID LOT WHICH IS 42.43 FEET FROM THE POINT OF BEGINNING;
THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE TO THE POINT OF BEGINNING.

[END OF EXHIBIT "A"]

EXHIBIT "B"
(Legal Description of Lot B)

LOT B OF MERCER ISLAND SHORT PLAT NO. 0008-001 RECORDED NOVEMBER 30, 2000 UNDERRECORDING NO. 20001130900019, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH A 12 FOOT WIDE SHARED ACCESS EASEMENT AS DELINEATED ON THE FACE OF SAID SHORT PLAT AND RECORDED UNDER RECORDING NO. 4801845; LOT B OF MERCER ISLAND SHORT PLAT NO. 0008-001 RECORDED NOVEMBER 30, 2000 UNDER RECORDING NO. 20001130900019, RECORDS OF KING COUNTY, WASHINGTON;

TOGETHER WITH A 12 FOOT WIDE SHARED ACCESS EASEMENT AS DELINEATED ON THE FACE OF SAID SHORT PLAT AND RECORDED UNDER RECORDING NO. 4801845;

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

[END OF EXHIBIT "B"]

EXHIBIT "C"
(Arborist Report)



A.B.C Consulting Arborists LLC

Accurate

Balanced

Certified

DATE: 12/05/2018

Melissa Yang
C/O Steven Young / Studio 19
RE: 7435/7431 E Mercer Way
Mercer Island, WA

Dear Mrs. Yang,

Attached you will find the summary of my assessment of the above site.

After a through review of the site and the trees, there are 5 trees that will need to be removed to access parcel # 257950-0162, they are referenced as trees 10-14 in the attached map (tree 13 may be able to be saved pending final site layout). Trees 1-9 could be retained. Trees 15-17 are offsite, tree 17 (offsite) had a cavity at approx. 25' up that should be assessed for potential risk.

I have also included an additional map showing the trees Tree Protection Zones and 1 map showing the Critical Root Zones.

If you have any questions, please feel free to contact me.

Daniel Maple, Consulting Arborist

Registered Consulting Arborist #627
ISA Municipal Specialist #PN-7970AM1
ISA Tree Risk Assessment Qualified (TRAQ)
ISA Board Certified Master Arborist #PN-7970BM



Daniel@AbcArborists.com
Web: AbcArborist.com

509-953-0293
12402 N. Division #294 Spokane WA 9921

ISA PN-7970BM
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Accurate • Balance • Certified

Assessment Summary

CERTIFICATION

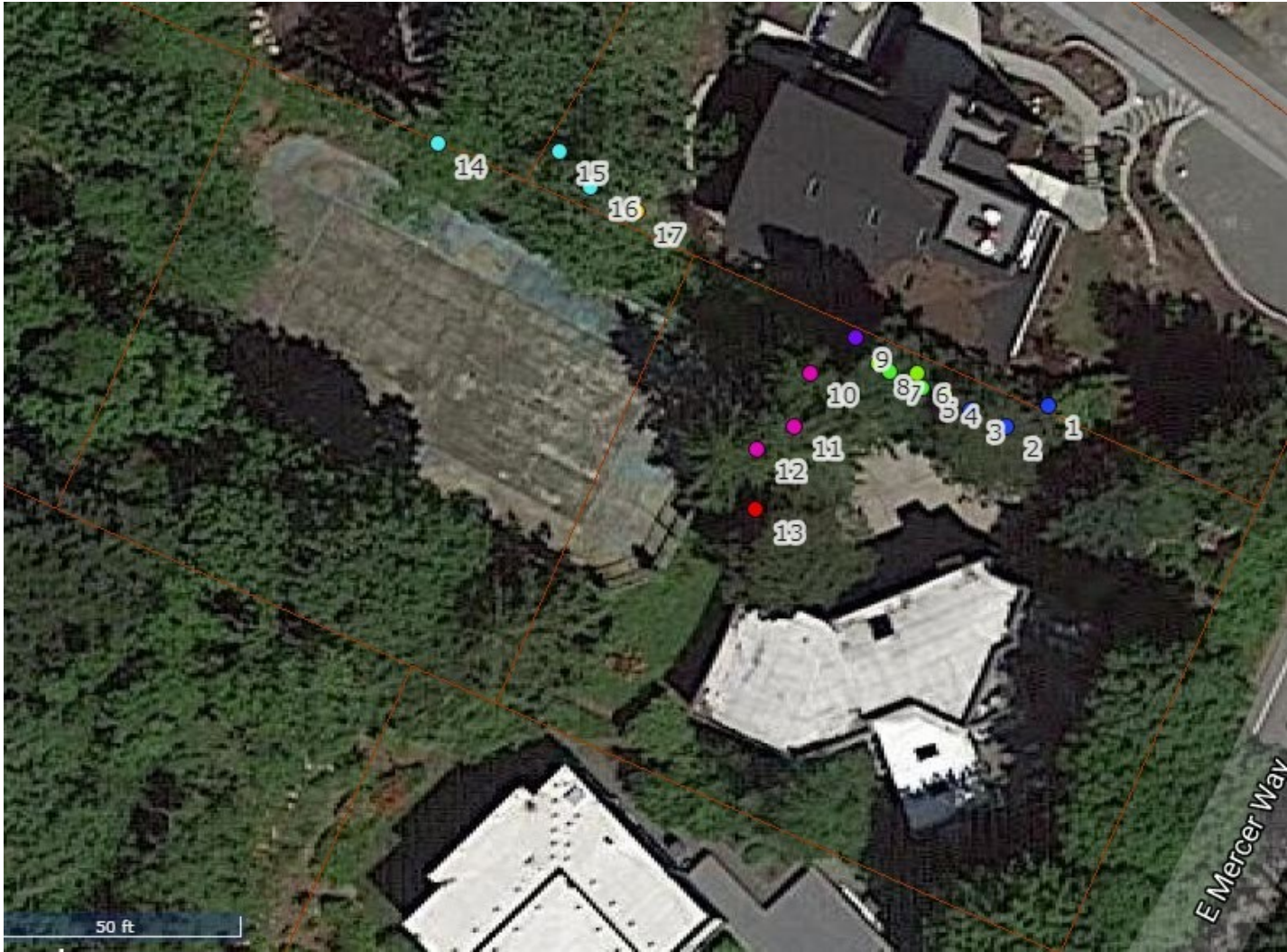
I, Daniel Maple, Certify to the best of my knowledge and belief:

1. That the statements of fact contained in this report are true and correct.
2. That the analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and that they are my personal, unbiased professional analysis, opinions, and conclusions.
3. That I have no present or perspective interest in the property or plants that is the subject of this report, and that I had no personal interest or bias with respect to the parties involved.
4. That my compensation is not contingent upon a predetermined value or direction and that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated results, or the occurrence of any subsequent event.
5. That my analysis, opinions, and conclusions were developed, and this report has been prepared, and conforms to current ANSI A300 Best Management Practices and Industry Standards.
6. The report is based on the information known to me at the time of my assessment. If more information is disclosed, I may have further opinions.
7. The report is based on my analysis time of the assessment, and covers that time frame only, any additional limitations are addressed in the body of the report and/or in the attachments.
8. That all the statements of fact in the report are true, complete, and correct to the best of my knowledge and belief, and that they are made in good faith.

Assumptions & Limiting Conditions

1. A field examination of the site was made for this report (date referenced in report.) Care has been taken to obtain all information from reliable sources in a timely fashion. Therefor all data has been verified to the best of my knowledge, the certified/consulting arborist can neither guarantee or be held responsible for the accuracy of information provided by any outside sources
2. Any and all information provided in this report covers only the tree's that were examined and reflect the condition of those tree's at the time of inspection. This inspection is limited to a visual method of the trees in question, excluding any core sampling, probing, dissection, or excavation. There is no guarantee nor warranty, expressed or implied that any deficiencies or problems of the mentioned trees may not arise in the future.
3. All drawings, sketches, and photographs submitted with this report, are intended as visual aids only, and are not exact to scale. They should not be construed as engineering or architectural report of surveys unless noted and specified.
4. The certified arborist/consulting arborist is not required to give any testimony or to attend court for any reason considering this report unless subsequent contractual agreements are made.
5. Any alterations made to this report or loss automatically invalidates this report.
6. Unless required by law otherwise, possession of this report or a copy of this report does not imply right of publication or use for any purpose by anyone other than the person for whom it was created for, without prior expressed written permission and verbal consent of the certified/consulting arborist.
7. The report and values/opinions expressed, represent the opinion of the certified/consulting arborist, and the arborist fees are in no way contingent upon reporting any specified values, stipulated results, the occurrence of a subsequent event, nor upon finding to be reported.

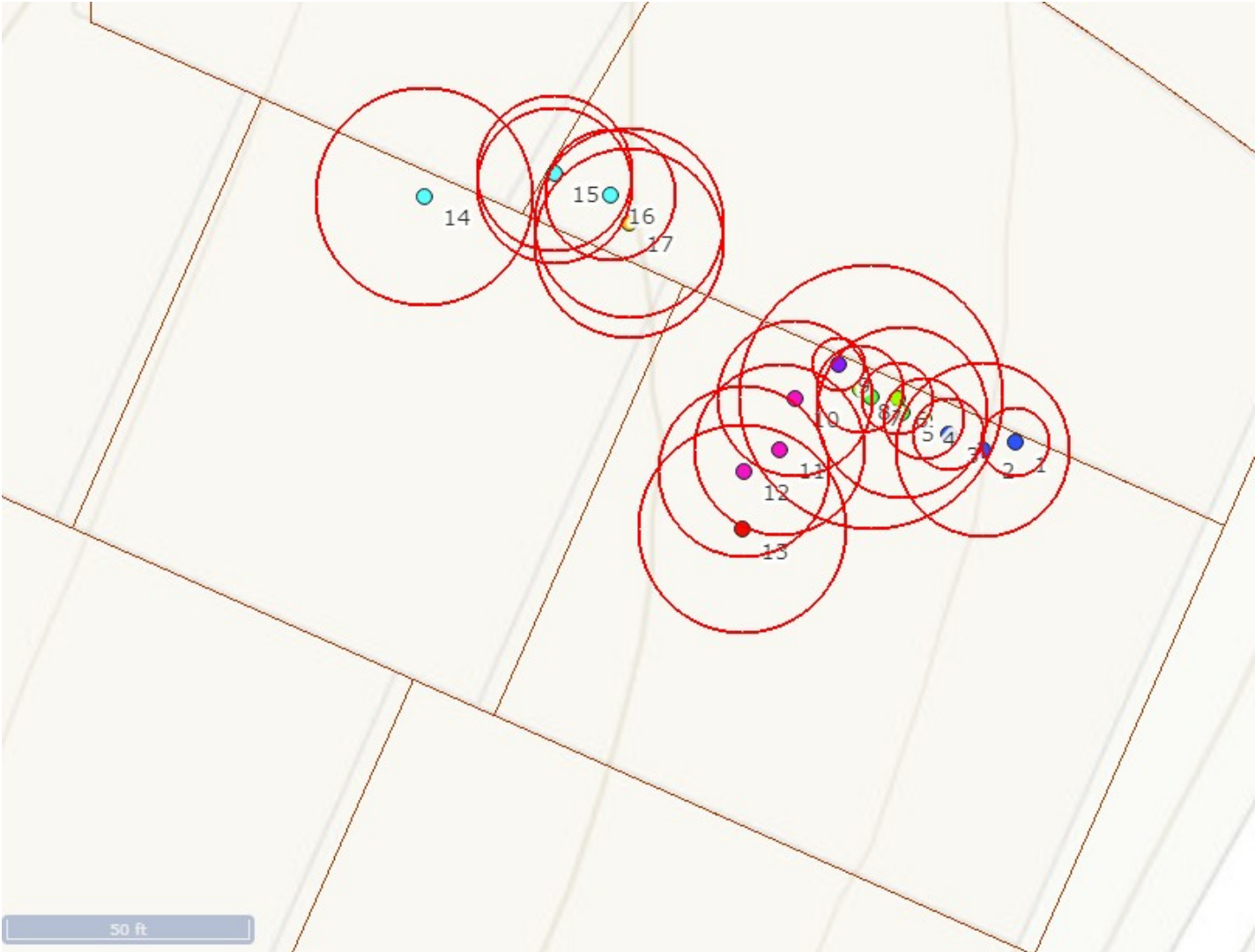
Assessment Summary



- Austrian pine
- Big leaf maple
- Douglas fir (3)
- Giant sequoia (2)
- Red alder (3)
- Scotch pine (3)
- Spruce
- Western hemlock (3)

Assessment Summary

TREE PROTECTION ZONES



Assessment Summary

CRITICAL ROOT ZONES

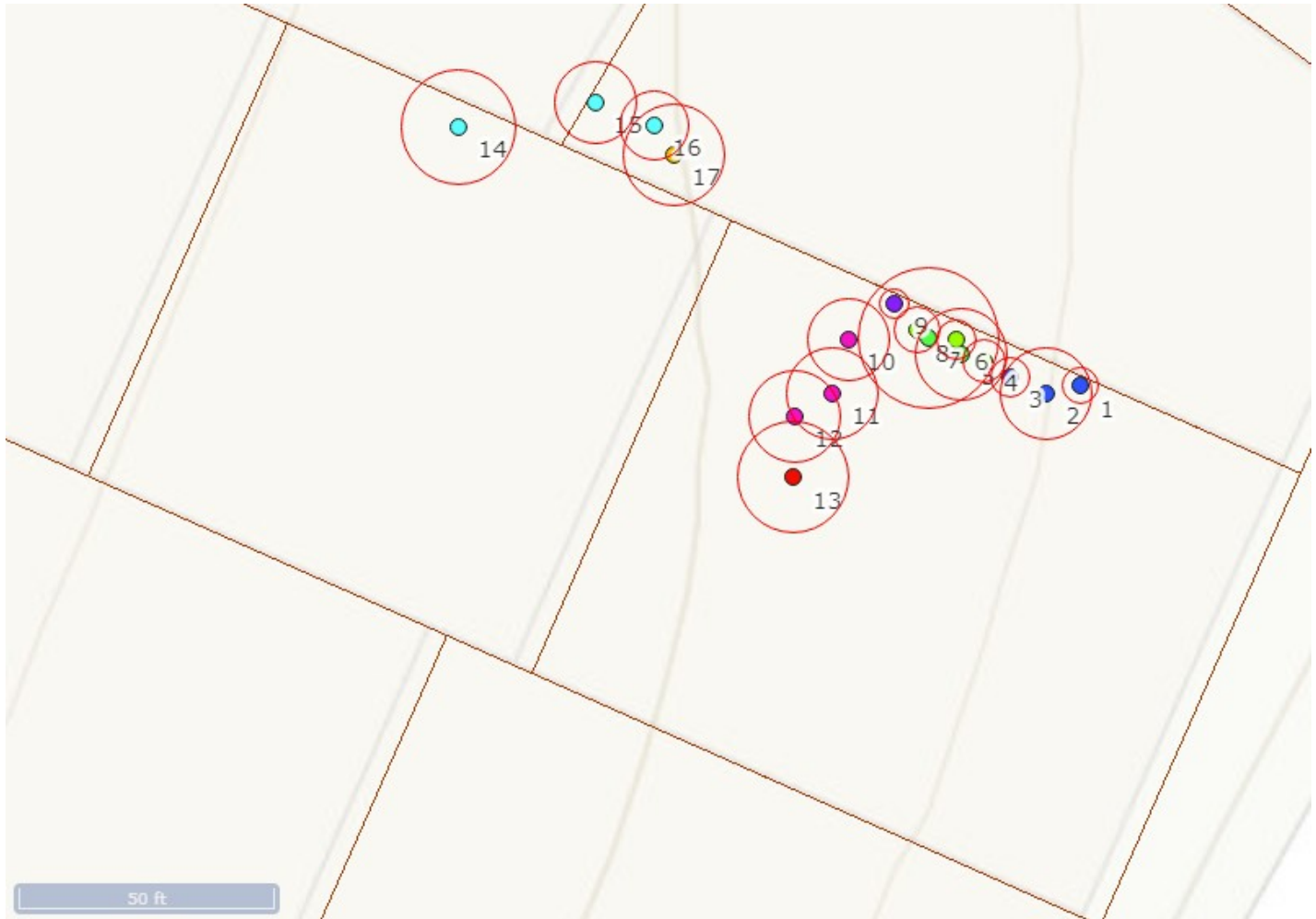
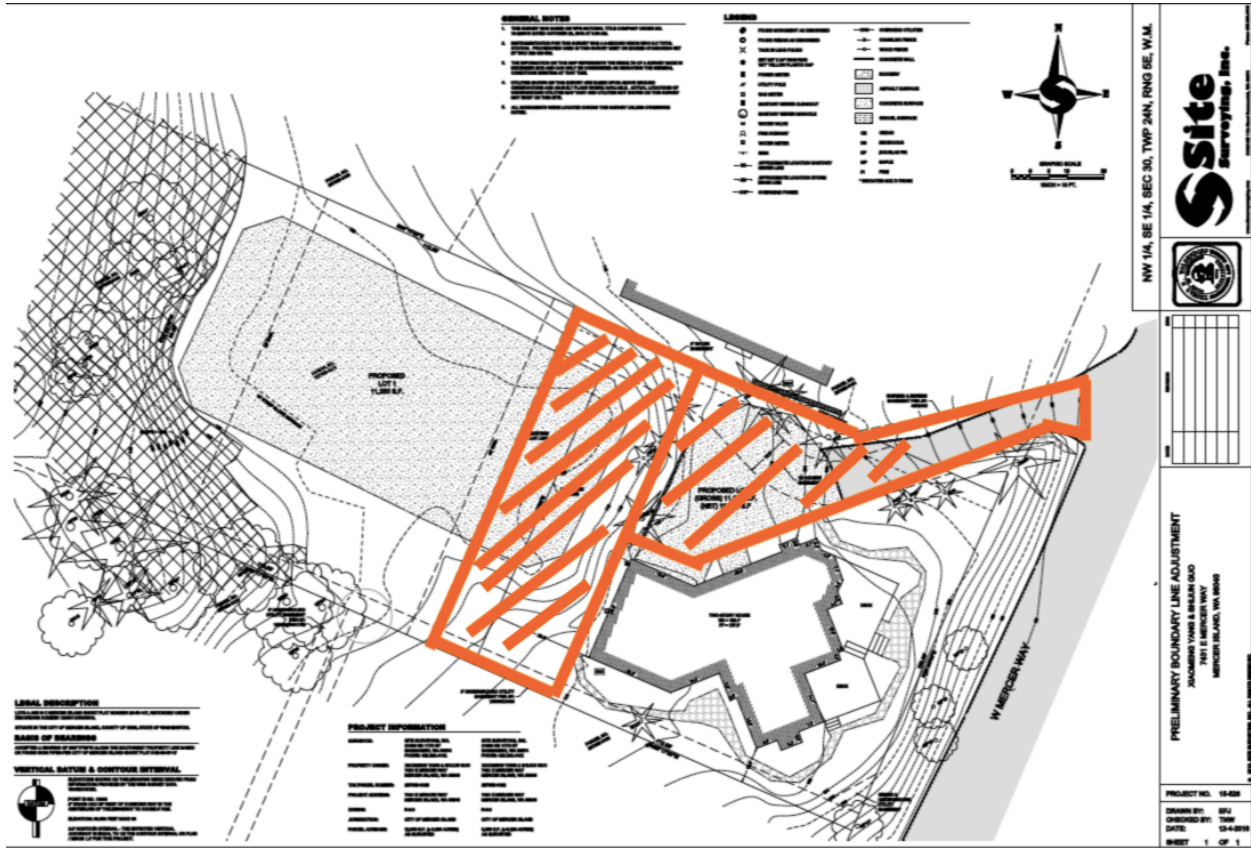


EXHIBIT "D"
 (Depiction of Easement Area)



[END OF EXHIBIT "D"]