


Comments for project #CD024-036 For the 8636 N Mercer Way

From Melina Lin <melinalin48@gmail.com>

Date Wed 11/5/2025 10:02 AM

To Grace Manahan <grace.manahan@mercerisland.gov>

 5 attachments (3 MB)

Commenst to 8636 Permit for Pergola R3.pdf; Exception_19_20170329001022.pdf; Exception_17_20111110001264.pdf; 8636 project narrative.pdf; 8636 n mercer wayplan set.pdf;

Hi, Ms. Manahan,

Please see attached

1. comments
- 2-3. two easements documents
4. Copy of Project submitted plan
5. Copy of Project submitted Project Narrative

Let me know you have received these. Any questions, please let me know.

Warm Regards,

Melina Lin

Email: melinalin48@gmail.com

Email for personal matters

Date: March 23, 2025

Grace Manahan
Code Compliance Planner
City of Mercer Island
Email: grace.manahan@mercerisland.gov
Tel: 206-275-7764

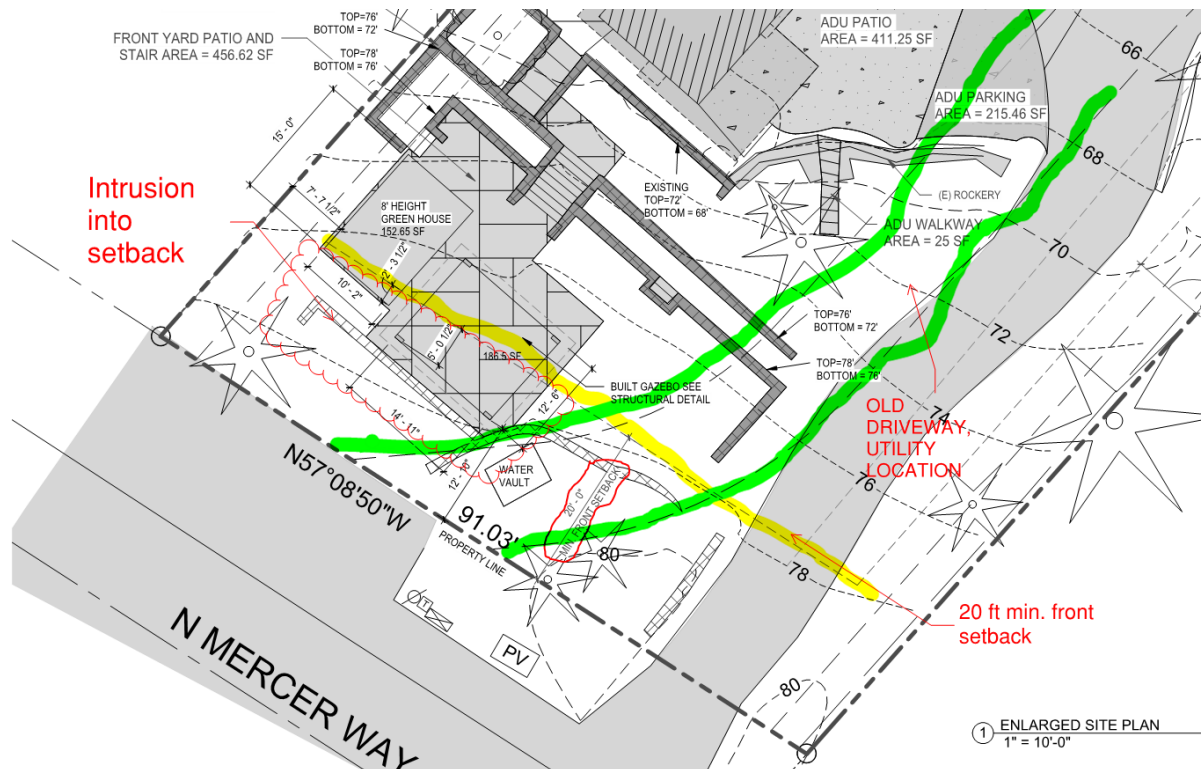
Subject: Comments on Project #CD024-036 – 8636 N Mercer Way, Mercer Island

Dear Ms. Manahan,

I'm writing in response to the Public Notice of Application I received by mail regarding Project #CD024-036 for the property located at 8636 N Mercer Way. I am the immediate neighbor and owner of the property at 8630 N Mercer Way.

The permit application involves demolishing and rebuilding a non-permitted retaining wall and relocating a non-permitted timber-frame pergola to comply with front yard setback requirements. I would like to submit the following comments and concerns regarding the proposed project:

For your easy reference, I add below a screenshot of the submitted plan. Please see notes in red and markups in yellow and green.



1. Pergola Relocation Unclear

From the above snapshot, the submitted plans appear to show both a greenhouse and a gazebo intruding into the required 20-foot front yard setback. I assume the “pergola” mentioned in the permit refers collectively to these two structures.

The permit documents (file “Project Narrative”) state that the existing, non-permitted pergola (i.e., greenhouse and gazebo)—constructed over one year ago—will be relocated to comply with front yard setback regulations. However, the proposed new location of these structures is not shown in the current plans.

It is essential that the revised plans clearly indicate the new, code-compliant location of the pergola/greenhouse/gazebo. I request that the permit application be amended to include this information. Furthermore, if a new location is proposed, I request that the City initiate another public review process so that neighbors will be able to evaluate and comment on the revised placement.

2. Utility Easement Concerns

The retaining wall (and ,maybe pergola) appear to be located above a utility easement that serves both 8636 and my property at 8630 N Mercer Way. Based on recorded easement documents (#20111110001264 and #20170329001022) and a private utility locator service I hired in 2022, water lines—and likely electrical and internet lines—run through this area.

These utilities were originally installed beneath an old driveway (blue lines in the above snapshot), which was relocated around 2011–2012 when the home at 8636 was rebuilt. However, the utilities themselves were not moved by the Owner 8636 and remain in their original location under the old driveway.

While easement document #20111110001264 states that the new driveway location also has utility easement, the utility locator report clearly shows that the active water lines continue to run through the original easement area beneath the old driveway. It is therefore evident that, although the driveway was moved, the utilities were not, and they remain beneath the structures now proposed for permitting.

3. Structures Over Easements

Permanent structures such as retaining walls or pergolas should not be built over utility easements, as they will obstruct access needed for maintenance or emergency repairs. Standard easement agreements typically prohibit construction of permanent structures in these zones.

Allowing these structures to be rebuilt or remain in this area could present significant long-term risks related to accessibility, liability, and maintenance.

4. Request for Review and Resolution

Based on the above concerns, I respectfully request the following:

- That the revised plans clearly show the new, code-compliant location of the greenhouse and gazebo structures;
- That no structures be allowed over the utility easement area, which I understand is represented by green lines in the above snapshot.

Please note that I am not opposed to the homeowner making improvements at 8636 as long as they comply with code and do not interfere with utility access or violate easement conditions.

5. References and Attachments:

- Recorded Document #20111110001264
- Recorded Document #20170329001022
- Copy of subject Project Submitted Plan
- Copy of subject Project Submitted Project Narrative

Thank you for your attention to this matter. I look forward to your response and any next steps regarding public review or plan amendments.

Sincerely,



Melina Lin

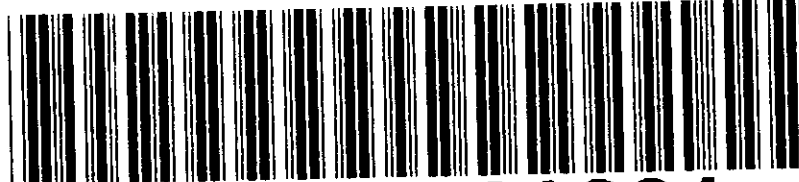
Owner, 8630 N Mercer Way

Email: melinalin48@gmail.com

Tel: 206-355-9468

Return Address:

1715 223rd PL NE,
Sammamish
WA. 98074



2011110001264

STEVER EAS 67.00
PAGE-001 OF 006
11/10/2011 14:38
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Access And Utilities
Easement
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. Cui Kan & Yan Lin, _____
2. _____, _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. Dell E a, Patricia R. Kehn
2. _____, _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lot A of Mercer Island Short Plat
7812180972

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

Assessor Tax # not yet

assigned 7812180972

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

After Recording return to:

CITY OF MERCER ISLAND

ACCESS AND UTILITIES EASEMENT

It is hereby acknowledged, the GRANTOR(s), Cui Kan and Yan Liu, the owner(s) in fee of that certain parcel of land at 8636 N Mercer Way, described as follows:

Lot A of Mercer Island Short Plat recorded under Recording Number 7812180972, and revised under Recording Number 7911309020 being a subdivision of:

Tract 10, Sunnybank, according to the plat thereof recorded in Volume 29 of Plats, Page 31, in King County, Washington, EXCEPT the northeasterly 10 feet in width of the southwesterly 300 feet, as measured along the northwesterly line thereof, TOGETHER WITH the shorelands of the second class adjoining and lying between the northeasterly projection of the sidelines of said Tract.

Hereby define, declare, and dedicate an easement for vehicular, pedestrian, and other ingress and egress and the installation and maintenance of utilities over that portion of the above described property as described on attached Exhibit A, and graphically represented on attached Exhibit B. To the GRANTEES, Dell E. and Patricia R. Keehn, the owners in fee of that certain parcel of land at 8630 N Mercer Way, described as follows:

Lot B of Mercer Island Short Plat recorded under Recording Number 7812180972, and revised under Recording Number 7911309020 being a subdivision of:

Tract 10, Sunnybank, according to the plat thereof recorded in Volume 29 of Plats, Page 31, in King County, Washington, EXCEPT the northeasterly 10 feet in width of the southwesterly 300 feet, as measured along the northwesterly line thereof, TOGETHER WITH the shorelands of the second class adjoining and lying between the northeasterly projection of the sidelines of said Tract.

The easement shall include the right to operate, maintain, repair, and/or replace the facilities in the easement area and grant physical access for such purpose(s) under the following provisions:

In the event that the owners of either the grantor or grantee parcel determine that the portion of the driveway within the grantor parcel shall need maintenance, upkeep or repair, either owner shall have the option to cause such maintenance, upkeep or repair to be performed on the following terms and conditions: one owner shall give written notice to the other of the conditions requiring correction and setting forth the estimated cost of correction. If, within thirty (30) days

of such notice the two owners have not agreed to commence and complete the correction specified in the notice on mutually agreeable terms, then the owner first giving such notice shall be entitled to cause such conditions to be corrected and one-half of all reasonable costs incurred therefore shall immediately be due to the owner first giving the corrections notice. Such costs, if not properly paid, shall constitute a lien upon the parcel owned by the owner from whom payment is hereunder due, which lien may be perfected and foreclosed by the owner to whom payment is due in the same manner as mechanics and materialmans liens may now, or as they may be hereafter, perfected and foreclosed except no prior notice of intent to claim such a lien shall be required hereunder.

The covenants herein contained shall run with the land and are binding upon the GRANTOR(s) and GRANTEE(s), their heir(s), and all subsequent owner(s) thereof, forever.

IN WITNESS THEREOF, the said GRANTOR(s) and GRANTEE(s) hereto have hereunto set their hands:

GRANTOR

GRANTOR

Carrie _____
GRANTEE

Patricia Kechn _____
GRANTEE

STATE OF WASHINGTON)
COUNTY OF KING)⁶⁸

On this day personally appeared before me: *Patricia Kechn and Carl E. Kechn*, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and official seal this 26 day of Sept, 20 11.

Babelton _____

NOTARY PUBLIC in and for the State of Washington, residing at

Bothell _____

My Commission Expires: 1-30-14



of such notice the two owners have not agreed to commence and complete the correction specified in the notice on mutually agreeable terms, then the owner first giving such notice shall be entitled to cause such conditions to be corrected and one-half of all reasonable costs incurred therefore shall immediately be due to the owner first giving the corrections notice. Such costs, if not properly paid, shall constitute a lien upon the parcel owned by the owner from whom payment is hereunder due, which lien may be perfected and foreclosed by the owner to whom payment is due in the same manner as mechanics and materialmans liens may now, or as they may be hereafter, perfected and foreclosed except no prior notice of intent to claim such a lien shall be required hereunder.

The covenants herein contained shall run with the land and are binding upon the GRANTOR(s) and GRANTEE(s), their heir(s), and all subsequent owner(s) thereof, forever.

IN WITNESS THEREOF, the said GRANTOR(s) and GRANTEE(s) hereto have hereunto set their hands:

KAN Cui
GRANTOR
Yan Liu
GRANTOR

GRANTEE

GRANTEE

STATE OF WASHINGTON)
COUNTY OF KING)^{SS}

On this day personally appeared before me:
KAN Cui and YAN LIU, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and official seal this 26th day of September 2011.

[Signature]
NOTARY PUBLIC in and for the
State of Washington, residing at
8630 North Mercer WA 98040
MERCER ISLAND, WA 98040

My Commission Expires: 10-22-2014



EXHIBIT A

ACCESS AND UTILITIES EASEMENT DESCRIPTION

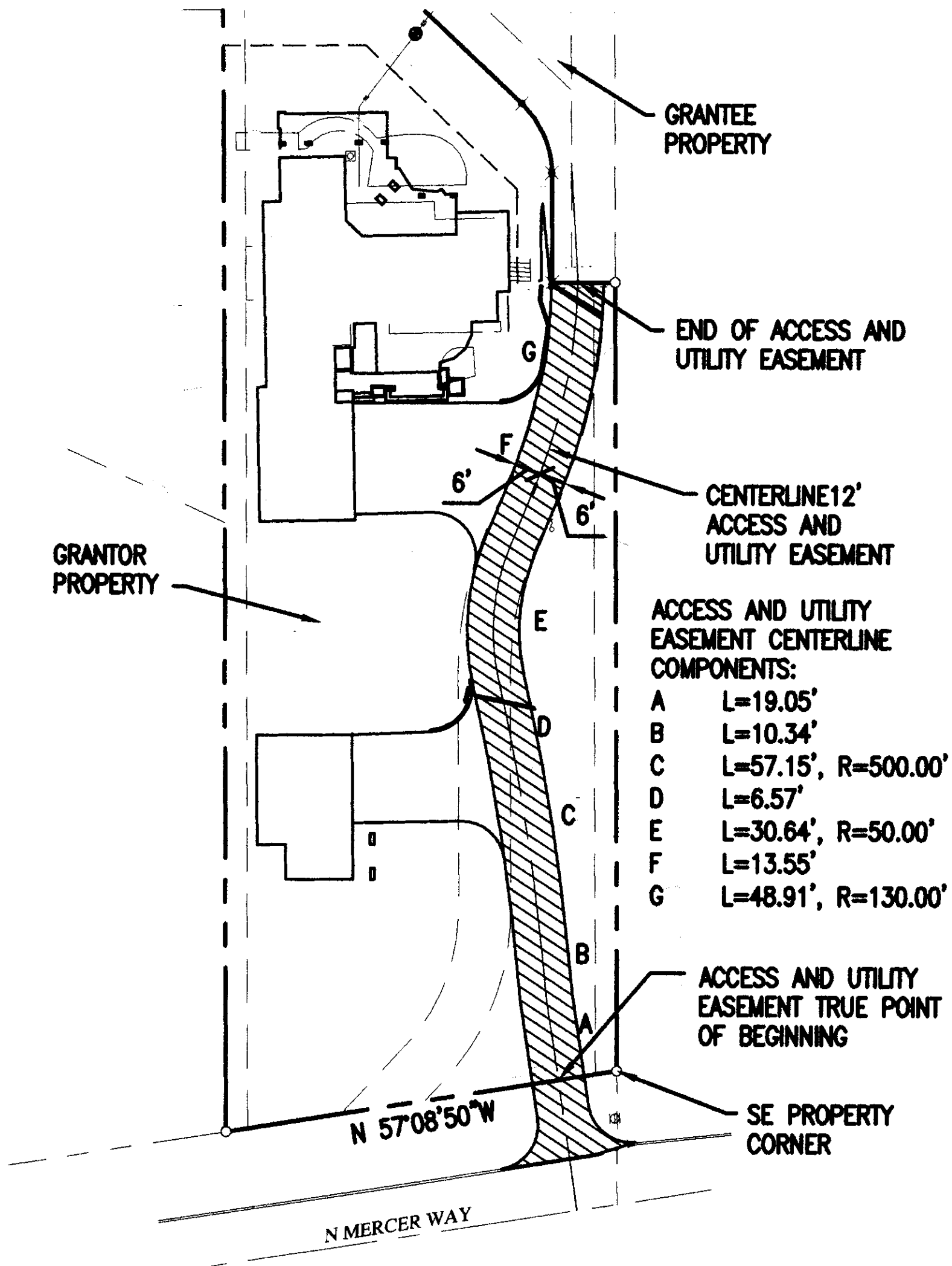
A STRIP OF LAND LYING 6' ON EACH SIDE OF THE LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF SAID PARCEL, THENCE N57° 08' 50"W +/- ALONG THE NORTH MARGIN OF NORTH MERCER WAY, FOR A DISTANCE OF 13.62' TO THE TRUE POINT OF BEGINNING OF EASEMENT, THENCE 19.05', BEARING N33° 14' 00.30"E, THENCE N36° 01' 36.69"E, 10.34' TO A LEFT HAND TANGENT CURVE OF LENGTH 57.15', RADIUS 500.00' (CHORD LENGTH 57.12', AND BEARING N32° 47' 34.96"E), THENCE N29° 31' 06.79"E, 6.57' THENCE A RIGHT HAND TANGENT CURVE OF LENGTH 30.64', RADIUS 50.00' (CHORD LENGTH 30.16', AND BEARING N47° 04' 16.04"E), THENCE N64° 37' 25.29"E, 13.55', THENCE A LEFT HAND TANGENT CURVE OF LENGTH 48.91', RADIUS 130.00' (CHORD LENGTH 48.63', AND BEARING N53° 50' 41.30"E) TO THE PROPERTY LINE AND END OF THE EASEMENT.

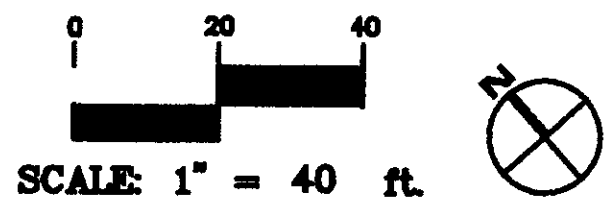
 11/7/11

Patricia Keen
11/7/11

EXHIBIT B

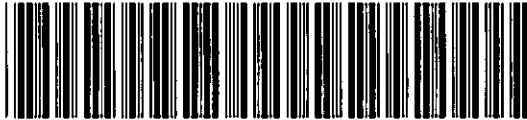


One UTILITY EASEMENT
 11/2/11
 SCALE: 1"=40'
Patricia Keena
 11/7/11



After Recording Return To:

Douglas W. Scott, Attorney-At-Law
Windermere Building
1810 15TH Place NW, Suite 203
Issaquah, WA 98027



20170329001022

DOUGLAS SCOTT EAS 78.00
PAGE-001 OF 006
03/29/2017 13:05
KING COUNTY, WA

DRIVEWAY RELOCATION EASEMENT

Reference # (if applicable):

Grantor(s): (1) KAN CUI (2) YAN LIU
Grantee(s): (1) JING MA (2) XINFANG LIU

Additional Grantor(s) on page _____ Additional Grantee(s) on page _____

Legal Description (abbr.): LOT A, MERCER ISLAND SHORT PLAT, REC. 7812180972, KING COUNTY

Additional legal(s) on page: _____

Assessor's Tax Parcel ID#: 8106100100

WHEREAS, Kan Cui and Yan Liu, husband and wife, ("Cui") are the record owners of real property at the common address of 8636 North Mercer Way, Mercer Island, Washington and legally described on Exhibit A hereto and hereafter referred to as "Cui Property".

WHEREAS, Jing Ma and Xingang Liu, husband and wife, ("Ma") are the record owners of real property at the common address of 8630 North Mercer Way, Mercer Island, Washington and legally described on Exhibit B hereto and hereafter referred to as "Ma Property".

WHEREAS, pursuant to the terms of the Declaration of Easements, Restrictions and Privileges dated December 6, 1979 and recorded with King County as Instrument Numbers 8107070094 and 817070095, Section 4a provides the owners of the Ma Property with an easement for vehicular and pedestrian ingress and egress from the Ma Property over the abutting Cui Property connecting to North Mercer Way hereafter called "the Driveway".

WHEREAS, the location of the Driveway through the Cui property is set forth in the May 17, 1983 Revised Boundary Line Revision and recorded with King County as Instrument Number 8309159010.

WHEREAS, over the last several years the Driveway has been relocated and paved in its current location and is now being used by both parties.

WHEREAS, because the parties have slightly altered the location of the Driveway as it approaches North Mercer Way they desire this Driveway Relocation Easement to cancel the previous location of the Driveway and to adopt in its place the new location of the Driveway easement.

NOW THEREFORE, the parties agree as follow:

- 1. The location of the Driveway in the southwest portion of the Cui Property, as such Driveway

EXCISE TAX NOT REQUIRED

King Co. Records Division

By

D. Anne Estigoy
Deputy

approaches North Mercer Way, shall be relocated as reflected in the Exhibit C survey. The dark shaded area on Exhibit C shall constitute the relocated Driveway.

- 2. In consideration of the relocation of the Driveway, any Easement rights in the former Driveway area, which is no longer used, shall be cancelled, extinguished and of no further effect.
- 3. Ma shall have full easement rights over the relocated Driveway for pedestrian and vehicular ingress and egress.
- 4. This Easement agreement shall operate as a covenant running with the land and shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 10th day of March, ~~2016~~ 2017

GRANTOR:

GRANTOR:

Kan Cui

Yan Liu

Kan Cui

Yan Liu

GRANTEE:

GRANTEE:

Jing Ma

Xinfang Liu

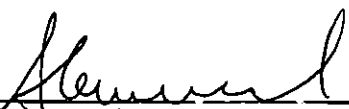
Jing Ma

Xinfang Liu

~~STATE OF WASHINGTON~~)
) ss.
~~COUNTY OF KING~~)
 People's Republic of China)
 Municipality of Beijing)
 Embassy of the United)
 States of America)

I certify that I know or have satisfactory evidence that JING MA and XINFANG LIU are the person(s) who appeared before me and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in this instrument.

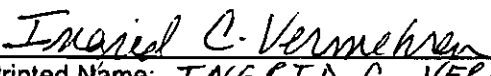
GIVEN under my hand and official seal this 16 SEP 2016 day of 2016.


 Abigail Greenwald
 Vice Consul
 Printed Name: _____
 NOTARY PUBLIC for Washington
 State, residing at _____
 Commission Expires: _____ PRESIDENTIAL COMMISSIONS DO NOT EXPIRE

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that KAN CUI and YAN LIU are the person(s) who appeared before me and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 10th day of March, ²⁰¹⁷~~2016~~.


 Printed Name: INGRID C. VERMEIREN
 NOTARY PUBLIC for Washington
 State, residing at Maple Valley
 Commission Expires: 6-29-2019

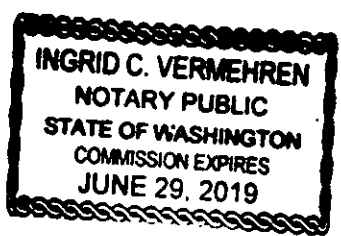


EXHIBIT A CUI PROPERTY

Lot A, as described in City of Mercer Island Subdivision recorded under Recording Number 7812180972 and as delineated on survey thereof, recorded under Recording Number 7911309020, as revised under Boundary Line Revision Recording Number 8309159010, being a subdivision of Tract 10, Sunnybank, according to the plat thereof, recorded in Volume 29 of Plata, page(s) 31, in King County, Washington;

TOGETHER WITH the shorelands of the second class adjoining and lying between the northeasterly projections of the sidelines of said Tract

Situated in the County of King, State of Washington.

EXHIBIT B MA PROPERTY

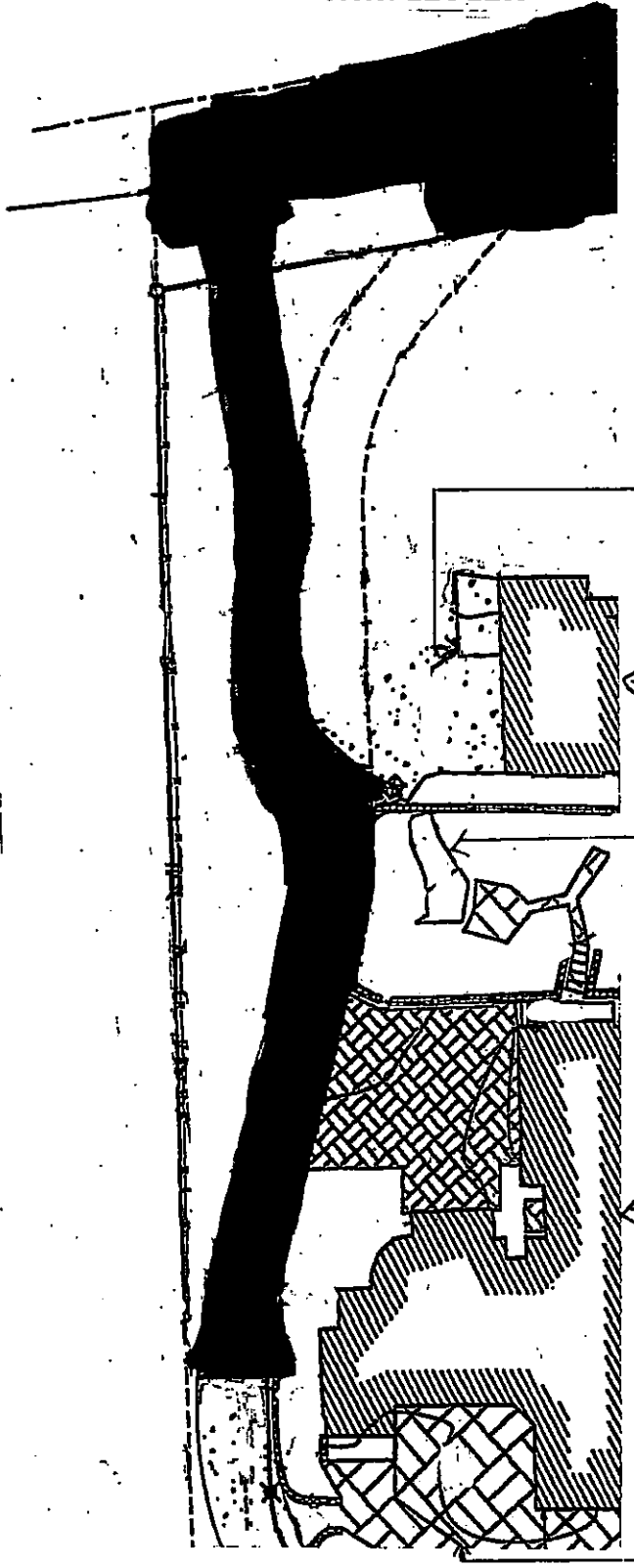
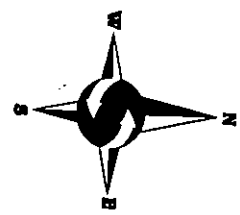
LOT B, AS DESCRIBED IN CITY OF MERCER ISLAND SUBDIVISION RECORDED UNDER RECORDING NUMBER 7812180972 AND AS DELINEATED ON SURVEY THEREOF, RECORDED UNDER RECORDING NUMBER 7911309020, AS REVISED UNDER RECORDING NUMBER 8309159010, BEING A SUBDIVISION OF TRACT 10, SUNNYBANK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 29 OF PLATS, PAGE 31, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THE SHORELANDS OF THE SECOND CLASS ADJOINING AND LYING BETWEEN THE NORTHEASTERLY PROJECTIONS OF THE SIDELINES OF SAID TRACT;

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

EXHIBIT C

MERCER WAY



ROOF OVERHANG

TWO STORY ADU POND

TWO STORY HOUSE

DECK ABOVE