

FILED for Record at Request of
 Name: MERCER CONST. & DEV. INC
 Address: PO BOX 612
MERCER ISLAND, WA 98040

AGREEMENT TO REMOVE AND REPLACE ENCROACHMENTS WITHIN
PUBLIC RIGHT-OF-WAY

WHEREAS: We, the undersigned owners of the following described property:

(SEE ATTACHED LEGAL DESCRIPTION)
 (ATTACHMENT A)

90/10/03 #0364 1P
 RECD F 7.00
 REC FEE 2.00
 CASHSL *****9.00

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do hereby acknowledge that private improvements have been constructed or will be constructed in the next 60 days within the public property described as A 10' UTILITY & ACCESS EASEMENT ALONG THE WEST PROPERTY LINE OF THE ABOVE DESCRIBED PROPERTY.

The encroaching improvements are described as follows:

CONCRETE RETAINING WALLS AND CONCRETE STEPS

In consideration of being permitted by the City of Mercer Island to locate the aforementioned improvements within the public property, we do hereby agree that the improvements and their associated appurtenances shall be expeditiously demolished, removed and modified at the undersigned owners' expense, with work to be done in accordance with the requirements and conditions deemed necessary by the City Engineer or his at such time as the City finds that it is necessary to modify the use thereof or to place or replace public improvements within or near the area of the private improvements.

The demolition, removal and modification of the private improvements shall be completed within sixty (60) days of receipt of written notice from the City Engineer, except that only fourteen (14) days notice will be given for routine operations and maintenance of public improvements and no notice will be given for emergencies which require immediate repairs to public improvements. If the required work is not done in a timely fashion and/or if the work does not meet the requirements and conditions set forth or if there is an emergency, the City is authorized to do or to have the work done and the cost thereof including reasonable overhead and attorneys fees shall become a civil debt of the property owners and shall be a lien against the property. The property owner shall be responsible for the restoration, rebuilding and modification of the private improvements.

Maintenance and repair of private improvements, and the future re-establishment of their location (in the case of buried lines), shall be the responsibility of the property owners.

The property owners agree to indemnify, hold harmless and defend the City, its employees, agents and assigns from and against all damages or inquiries to persons or property and all claims or lawsuits alleging injury or damage to persons or property as a result of the construction, location and removal of the private improvements as provided herein.

It is agreed that this agreement shall run with the land and shall be binding on the undersigned owners, their heirs, successors and assigns and all owners now or hereafter of the land described above.

DATED this 3 day of OCT, 1990.

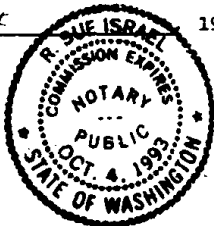
NOTICE UNDER & DEV. INC
BY [Signature]
ITS COMPANY

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me W.E. LEHAND

and _____ to me known to be the individuals 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 mentioned.

GIVEN under my hand and official seal this 3rd day of Oct 1990.



R. Sue Israel
Notary Public in and for the State
of Washington, residing at
Mercer Island
My Commission expires Oct 4, 1990

Recording fee of \$ _____ received from property owner.

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(ATTACHMENT A.)

PRIVATE ROAD (PER WHITMAN SHORT PLAT APPROVED 7-18-68)

Beginning at the northwest corner of Section 31, Township 24 North, Range 5 East W.M.; thence S 89°50'16" E along said section line a distance of 1916.51 feet, more or less, to the easterly right-of-way line of East Mercer Way; thence continuing S 89°50'16" E along said section line 264.82 feet; thence S 34°35'44" W 26.14 feet to the True Point of Beginning; thence S 89°50'16" E 12.13 feet; thence S 34°35'44" W 45.01 feet to the point of curvature of a curve to the right having a radius of 105.52 feet and a delta angle of 29°29'; thence along said curve to the right a distance of 54.30 feet to become tangent to a line bearing S 64°04'44" W; thence along said line 61.45 feet; thence N 62°24'24" W 12.44 feet; thence N 64°04'44" E 68.85 feet to a point of curvature of a curve to the left having a radius of 95.52 feet and a delta angle of 29°29'; thence along said curve to the left 49.15 feet to become tangent to a line bearing N 34°35'44" E; thence along said line 38.16 feet, more or less, to the True Point of Beginning, containing approximately 1584 square feet.

REVISED LOT 2

Beginning at the northwest corner of Section 31, Township 24 North, Range 5 East, W.M.; thence S 89°50'16" E along said section line a distance of 1916.51 feet, more or less, to the easterly right-of-way line of East Mercer Way; thence continuing S 89°50'16" E 264.82 feet to the True Point of Beginning; thence S 34°35'44" W a distance of 26.14 feet; thence S 89°50'16" E a distance of 90.13 feet; thence S 0°09'44" W a distance of 6.44 feet; thence S 59°12'00" E a distance of 60.00 feet; thence S 86°55'48" E 101 feet, more or less, to the shore line of Lake Washington; thence northeasterly along said shore line to a point from which the True Point of Beginning bears N 89°50'16" W; thence N 89°50'16" W along said section line 292 feet, more or less, to the True Point of Beginning.

TOGETHER WITH second class shorelands abutting thereon;

EXCEPT shorelands deeded to City of Mercer Island by deed recorded under Recording No. 5751921.

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