



Fax cover sheet

11 pages including cover

5/17/01

To: Kathy Harbert
City of Mercer Island
206 236 3599

From: Steve Elliott
206 236 0300 ph

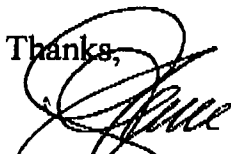
Enclosed is the View Covenant information you have requested for our Lot Line Revision Application.

The Geo/Tech report will be coming out shortly. It will be based on existing knowledge and conditions but will subject to changes based on samplings which will occur the first week of June.

Our goal is to have as much in place as soon as possible so that this application can move ahead for approval at the earliest possible opportunity.

Please let me know if you have any questions or concerns.

Thanks,



Steve Elliott

VIEW COVENANT

DECLARATION OF COVENANT

FOR AND IN CONSIDERATION OF TEN AND NO/100 DOLLARS (\$10.00) in hand paid, the benefits derived and to be derived by Grantors herein, and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions set forth herein, ANDREW S. ELLIOTT and SHERRILL D. ELLIOTT, husband and wife, the owners of the real property commonly known as at 5928 77th Avenue Southeast, Mercer Island, King County, Washington 98040, and more fully described in Exhibit A attached hereto ("5928 77th Avenue SE"), as Grantors, hereby declare, grant, convey, covenant and warrant for the benefit of GARY L. SHAVEY and JUNE F. SHAVEY, husband and wife, the owners of the real property commonly known as 7900 Northbrook Lane, Mercer Island, King County, Washington 98040, and more fully described in Exhibit B attached hereto ("7900 Northbrook Lane") as Grantees, a real covenant over and across so much of 5928 77th Avenue SE as is more fully described in Exhibit C attached hereto (as so described, the "View Corridor") for the purpose of limiting the tree and vegetation height below the Limits as specified herein (the "Covenant"). The Covenant is a perpetual, nonexclusive real covenant touching and concerning the View Corridor. 7900 Northbrook Lane is the benefited property and 5928 77th Avenue SE is the burdened property.

1. Limits. The trees and vegetation in the View Corridor shall be maintained below the height limits described in Exhibit C (the "Limits").
2. Maintenance of Limits: Payment. Grantors will arrange, at Grantees' expense, for the periodic trimming and pruning of the trees and vegetation

40897.001 \ JIR0235.DOC\HR0735.DOC
07/05/01 11:09:00 AM

in the View Corridor (the "Maintenance") so as to maintain such trees and vegetation ~~below within~~ the Limits. Such maintenance will be performed according to reasonable standard horticultural practices during the period between November 1 and March 15 of the following year (the "Dormant Season"). Grantees shall pay to Grantors, upon receipt of an invoice from Grantors, all costs incurred by Grantors in connection with such Maintenance ~~below such Limits~~. If Grantors fail to ensure that the trees and vegetation in the View Corridor are maintained within the Limits, Grantees may give Grantors written notice of such failure and requesting them to comply with the requirements of this Covenant within sixty (60) days from the date of such notice. If Grantors fail to comply with such notice, Grantees may give Grantors further written notice requiring such compliance, and if within ~~sixty (60)~~ thirty (30) days of such second notice Grantors have still not taken the required action, Grantees may enter upon the View Corridor and, at ~~Grantor's~~ Grantee's expense, perform the requisite maintenance work themselves, such work to be performed only within the Dormant Season according to reasonable standard horticultural practices intended to preserve the health and natural shape of the trees or vegetation to the extent reasonably possible. ~~Grantee shall use reasonable efforts to give any notice regarding maintenance of vegetation so that such maintenance may be performed during the vegetation's dormant season.~~

- 3. Construction. Grantors reserve the right to construct a building on 5928 77th Avenue SE that may obstruct, limit, or impede Grantees' view across the View Corridor, provided that such construction shall be in compliance with all applicable laws and regulations, including without limitation the provisions of the Mercer Island Municipal Code.

- 4. Indemnification. Grantees hereby release and agree to indemnify, defend and hold harmless Grantors, their heirs, successors, assigns, personal representatives and agents, from any claims for loss or liability due to injury or death or damage to property (except pruning damage to Grantor's trees and -vegetation resulting from Maintenance) resulting from any entry by Grantees or their agents or contractors onto 5928 77th Avenue SE, including the View Corridor, for the purposes authorized hereby, except to the extent that such injury, death or damage is caused by the gross negligence or intentional acts of Grantors, their heirs, successors, assigns, agents, licensees or invitees.

- 5. Notices. Any notices and other communication to be given hereunder shall be given in writing and shall be personally delivered or sent by prepaid registered or certified mail (return receipt requested) to the respective parties' addresses as follows:

If to Grantors - to 5928 77th Avenue SE,
 Mercer Island, WA 98040; and

[Handwritten signature]
 G.P.S.
 2.3.1.


40897-001 \ JIR0731 DOCHIR0735.DOC
 02/05/01 11:00:00 AM

If to Grantees - to 7900 Northbrook Lane,
Mercer Island, WA 98040

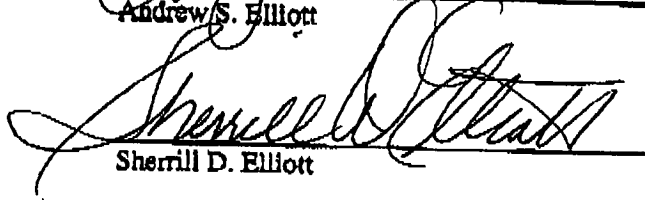
- 6. Runs With the Land. This Covenant shall run with the land, and shall be binding upon Grantors' and Grantees' respective successors, assigns, beneficiaries, personal representatives, heirs, devisees and legatees.

Dated: April 16, 2000-2001

GRANTORS:

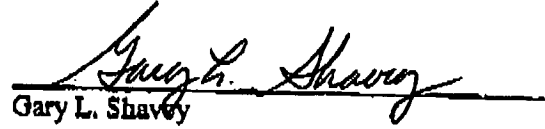


 Andrew S. Elliott

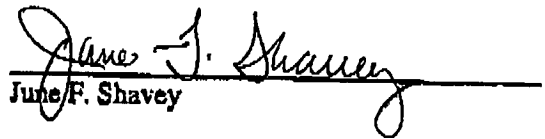


 Sherrill D. Elliott

GRANTEES:



 Gary L. Shavey



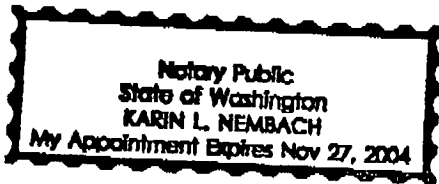
 June F. Shavey

40897-001 \ JIR0735.DOC 4/16/01 10:44:00 AM

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that ANDREW S. ELLIOTT is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: April 30, 20012000.

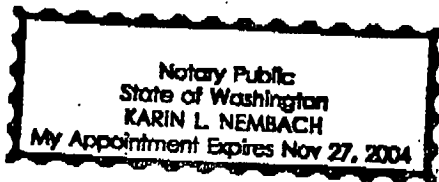


Karin Nembach
[PRINT NAME] Karin L Nembach
NOTARY PUBLIC for the State of Washington,
residing at King County
My appointment expires: Nov. 27, 2004

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that SHERRILL D. ELLIOTT is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: April 30, 20012000.



Karin Nembach
[PRINT NAME] Karin L Nembach
NOTARY PUBLIC for the State of Washington,
residing at King County
My appointment expires: Nov. 27, 2004

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that GARY L. SHAVEY is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: April 16th, 20012000.



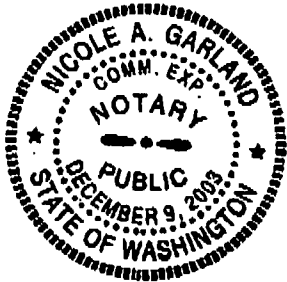
Nicole Garland

(PRINT NAME) Nicole Garland
NOTARY PUBLIC for the State of Washington,
residing at MERCER ISLAND
My appointment expires: 12/9/03

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JUNE F. SHAVEY is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: April 16th, 20012000.



Nicole Garland

(PRINT NAME) Nicole Garland
NOTARY PUBLIC for the State of Washington,
residing at MERCER ISLAND
My appointment expires: 12/9/03

40897-001 \ 100736.DOC \ 0736.DOC
02/03/01 11:52:00 AM 04/13/00

EXHIBIT A

FULL LEGAL DESCRIPTION OF 5928 77TH AVENUE SE

Legal description of the real property commonly known as 5928 77th Avenue Southeast, City of Mercer Island, King County, Washington 98040, King County Tax Parcel No. 242404-9037-08:

That portion of Government Lot 5, Section 24, Township 24 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning on the Southerly line of said Government Lot 5, at a point North 89°29'00" West 593.24 feet from the Northeast corner of Government Lot 4 in said Section 24;

Thence South 89°29'00" East 120.00 feet along the Southerly line of said Government Lot 5;

Thence North 00°02'20" East 113.78 feet;

Thence North 89°29'00" West 120.00 feet to a point which bears North 00°02'20" East from the point of beginning

Thence South 00°02'20" West to the point of beginning.

Together with that portion of Lot 4, Northbrook Lane Addition, according to the plat thereof, recorded in Volume 71 of the plats, pages 39 and 40, in King County, Washington, described as follows:

Beginning at the Southwest corner of said lot;

Thence South 89°29'00" East along the South line thereof 26.7 feet;

Thence North 09°52'36" East 6.53 feet;

Thence North 39°30'52" West 16.10 feet;

Thence North 61°36'15" West 8.43 feet;

Thence 82°16'19" West 10.24 feet to the West line of said lot;

Thence South 00°02'20" West along said West line 24 feet to the point of beginning.

40897-001 \ JTR0723.DOC\1033.DOC
02/05/01 11:09:00 AM

EXHIBIT B

FULL LEGAL DESCRIPTION OF 7900 NORTHBROOK LANE

Legal description of the real property commonly known as 7900 Northbrook Lane, City of Mercer Island, King County, Washington 98040, King County Tax Parcel No. 242404-9037-08:

Lot 4, Northbrook Lane Addition, according to plat recorded in volume 71 of plats, pages 39 and 40, in King County Washington, less the following:

Beginning at the Southwest corner of said lot;

Thence South 89°29'00" East along the South line thereof 26.7 feet;

Thence North 09°52'36" East 6.53 feet;

Thence North 39°30'52" West 16.10 feet;

Thence North 61°36'15" West 8.43 feet;

Thence 82°16'19" West 10.24 feet to the West line of said lot;

Thence South 00°02'20" West along said West line 24 feet to the point of beginning.

40897-001 \ JIR0711.DOC\480775.DOC
02/05/01 11:00:03 AM

EXHIBIT C

VIEW COVENANT DESCRIPTION -

A VIEW COVENANT OVER THE NORTH 42.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PORTION OF GOVERNMENT LOT 5, SECTION 24, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 5, AT A POINT NORTH 89° 29' 00" WEST 593.24 FEET FROM THE NORTHEAST CORNER OF GOVERNMENT LOT 4 IN SAID SECTION 24; THENCE SOUTH 89° 29' 00" EAST 120.00 FEET ALONG THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 5; THENCE NORTH 00° 02' 20" EAST 113.78 FEET; THENCE NORTH 89° 29' 00" WEST 120.00 FEET TO A POINT WHICH BEARS NORTH 00° 02' 20" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 00° 02' 20" WEST TO THE POINT OF BEGINNING.

AND LYING ABOVE THE PLANE DESCRIBED AS FOLLOWS:

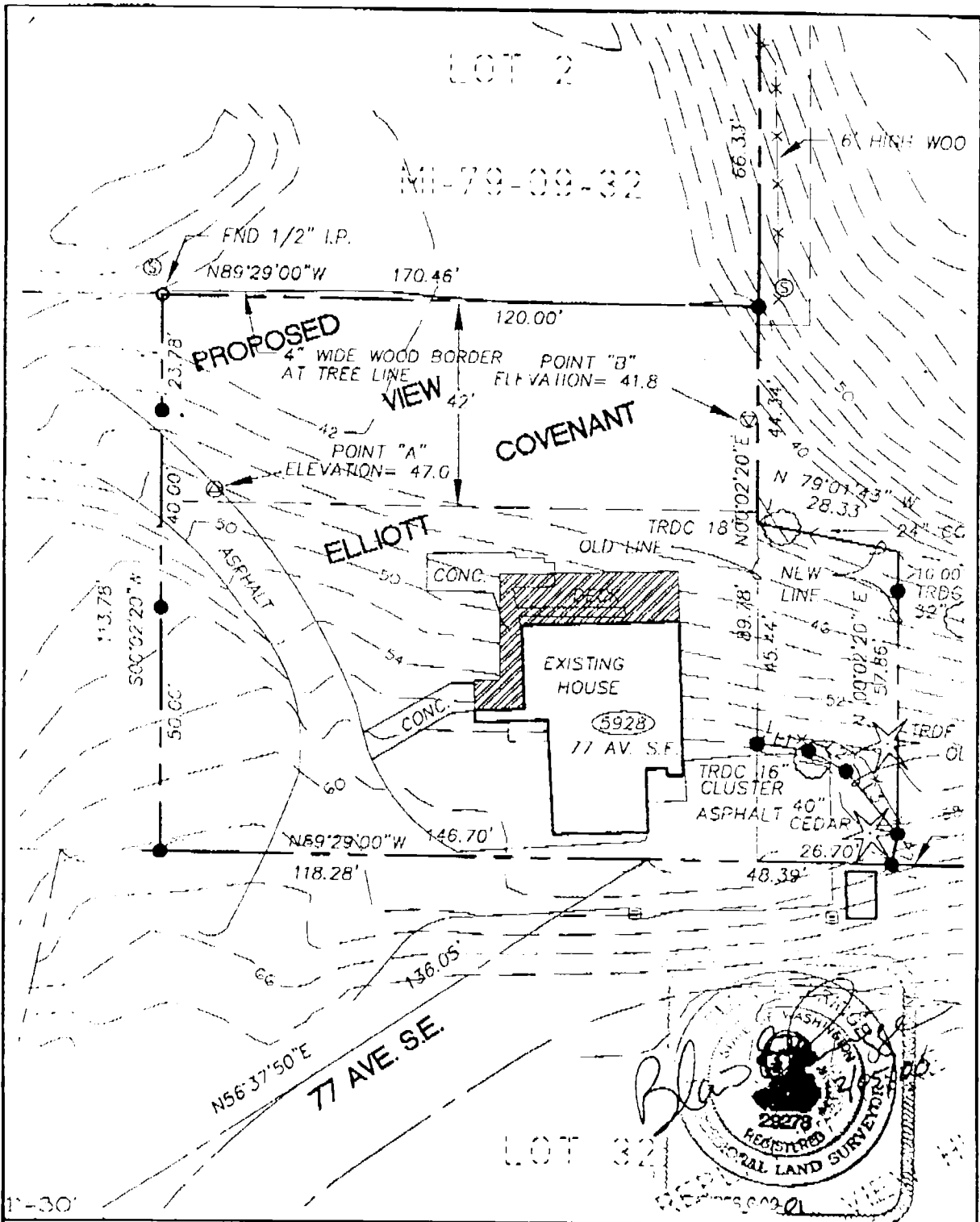
THE INCLINED PLANE SHALL BE LEVEL IN THE NORTH-SOUTH DIRECTION AND SHALL PASS THROUGH THE FOLLOWING TWO POINTS IN THE EAST-WEST DIRECTION:

THE FIRST POINT IS LOCATED 11.00 FEET EAST OF THE WEST PROPERTY LINE AND HAS AN ELEVATION OF 57.0 FEET BASED ON NGVD 1929 DATUM. THE FIRST POINT IS REFERENCED IN THE FIELD BY A SURVEY SPIKE SET IN THE NORTHEASTERLY EDGE OF THE DRIVEWAY AT ELEVATION 47.0 FEET.

THE SECOND POINT IS ON THE EAST LINE OF THE ABOVE-DESCRIBED PARCEL AND HAS AN ELEVATION OF 60.8 FEET BASED ON NGVD 1929 DATUM. THIS POINT IS REFERENCED BY A REBAR AND CONTROL CAP SET 23 FEET SOUTH OF THE NORTHEAST CORNER OF THE ABOVE-DESCRIBED EASEMENT WHICH HAS AN ELEVATION OF 41.8 FEET NGVD 1929 DATUM.

SITUATE IN KING COUNTY, WASHINGTON.





HUITT-ZOLIARS
 302 S. 9th St./Suite 101/Tacoma Wa 98402
 Phone (253)627-9131 Fax (253)627-4730

**VIEW COVENANT
 EXHIBIT**