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Recorded by SNOHOMISH COUNTY CLERK DEBRA W. WILLIAMS, County Auditor

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CITY CLERK
City Center
Edmonds, Washington

**STORM WATER AND POTABLE WATER MAIN EASEMENT
AND MAINTENANCE AGREEMENT**

This Agreement made on this date between the City of Edmonds, Washington, hereinafter referred to as "City," the Port of Edmonds, hereinafter referred to as "Port," and Beselin/Hovde Associates, a partnership, hereinafter referred to as "Beselin/Hovde."

WHEREAS, the Port has leased to Beselin/Hovde certain real property located in the City of Edmonds, more particularly described in Exhibit "A," attached hereto and incorporated by this reference, for a fifty (50) year term, and

WHEREAS, Beselin/Hovde are engaged in developing the said property as a business park, and

WHEREAS, in connection with said development Beselin/Hovde is required to provide water drainage and retention facilities in accordance with applicable Edmonds City Codes, and

WHEREAS, the City is concerned with implementing a comprehensive drainage plan to alleviate the problems of storm water run-off in the area and to alleviate the flooding conditions which occur on Dayton Street to the north of the subject property as well as private property surrounding Dayton Street to the north of the subject property, and

WHEREAS, Beselin/Hovde has offered to oversize the storm water lines in their drainage facilities to accommodate the increased flow of surface water from both public and private property located upstream from the subject property in exchange for the City's purchase of easement and agreement to maintain storm sewer lines and potable water main, and

WHEREAS, the City will be able to save substantial sums by purchasing easement and drainage facilities, and

WHEREAS, the City desires to purchase the storm water facilities now in place on the property to assure proper maintenance of the said facilities; now, therefore,

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS, the parties agree as follows:

1. (a) Storm Drainage Easement.

The Port and Beselin/Hovde hereby grant to the City a perpetual ten foot (10') easement in, over and on the easement property described on Exhibit "B," attached hereto and

**NO SALES TAX
REQUIRED**

MAR 17 1983

STRAKE SHERMAN & ASSOCIATES COUNTY TREASURER
Debra Williams
Deputy

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Edmonds, Washington

herein by this reference as if set forth in full. The easement shall be for operation, maintenance and repair of the surface water drainage and retention facilities therein.

1. (b) Potable Water Main Easement.

The Port and Beselin/Hovde hereby grant to the City a perpetual ten foot (10') easement, in, over, and on the easement property described in Exhibit "C," attached hereto and incorporated herein by this reference as if set forth in full. This easement shall be for the operation, maintenance and repair of a potable water main now in place in the described easement.

2. City to Maintain and Repair.

The City shall have the permanent obligation to maintain, repair and/or reconstruct, the storm water lines and the potable water main at its sole expense.

3. Right of Entry.

The City shall have the right, without prior institution of suit or proceeding at law, at times that it may deem reasonably necessary, to enter upon the easements heretofore described for the purpose of repairing, altering or reconstructing the storm water lines and the potable water main, without incurring any legal obligation or liability therefor, provided that any improvements existing in the easements shall be immediately replaced by City in as good a condition as they were immediately before entry by the City.

4. Covenant Running With Land.

The easements herein granted and the rights and obligations herein created shall be permanent and shall be a covenant running with the land and the rights and obligations of the parties herein shall inure to the benefit of and be binding upon the respective heirs, successors and assigns including without limitation all subsequent owners, lessees, tenants and subtenants and all other persons claiming under them.

5. Compensation.

The City shall pay to the Port and Beselin/Hovde the sum of Eighteen Thousand Six Hundred Dollars (\$18,600) in full consideration for the grant of the easements herein.

6. Abandonment.

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Should all parties at any time abandon the use of either easement such easement shall be terminated. This provision shall not be interpreted to mean that either party may individually terminate this agreement or its responsibilities in this agreement.

7. Enforcement.

Should any of the parties be required to take legal action to enforce any of the terms of this agreement, the prevailing party shall be entitled to an award of all its costs and expenses incurred therein, including the sums as and for reasonable attorney fees.

DATED this 5TH day of MARCH, 1983.

CITY OF EDMONDS

PORT OF EDMONDS

By Harve H. Harrison
Harve H. Harrison, Mayor

By Gordon Maxwell
Gordon Maxwell, President
of the Port Commission

ATTEST:

ATTEST:
Roger Stabbs
Roger Stabbs, Secretary of
the Port Commission

Irene Varney Moran
Irene Varney Moran, City
Clerk

BESELIN/HOVDE ASSOCIATES, A
Partnership
By Dick Beselin
Dick Beselin, a Partner

By Kenneth A. Hovde
Kenneth A. Hovde, a Partner

RECORDED

1983 MAR 17 PM 1:55

DEAN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH.

DEPUTY
Green J. Webster

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CITY CLERK
Civic Center
Edmonds, Washington

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 9 day of March, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared HARVE H. HARRISON and IRENE VARNEY MORAN, to me known to be the Mayor and City Clerk, respectively, of the City of Edmonds, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Jacqueline J. Parrett
Notary Public in and for the State
of Washington, Residing at Edmonds

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 14 day of February, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GORDON MAXWELL and ROGER STUBBS, to me known to be the President and Secretary of the Port Commission, respectively, of the Port of Edmonds, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



[Signature]
Notary Public in and for the State
of Washington, Residing at [Signature]

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CITY CLERK
Civic Center
Edmonds, Washington

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 14 day of February, 1983, before me,
the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared
DICK BESELIN and KENNETH A. HOVDE, a partnership, that executed
the foregoing instrument, and acknowledged the said instrument
to be the free and voluntary act and deed of the said individual
partners, for the uses and purposes therein mentioned, and on oath
stated that they were authorized to execute the instrument on
behalf of the said partnership.

WITNESS my hand and official seal hereto affixed the day
and year in this certificate above written.

[Signature]
Notary Public in and for the State
of Washington, Residing: *[Signature]*



Unofficial Document

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Edmonds, Washington

That portion of Government Lot 3, Section 23, Township 27 North, Range 3 East, W.M., described as follows:
Commencing at the intersection of the south line of Section 23, and the easterly right-of-way line of the Burlington Northern Railroad; thence along said easterly right-of-way N42°34'34", 616.37 feet to the true point of beginning; thence continuing N42°34'34"E, 731.18 feet to the southerly right-of-way of Dayton Street; thence along said southerly right-of-way line S58°17'06"E, 12.54 feet; thence S88°42'06"E, 524.29 feet; thence S41°39'17"E, 110.49 feet to the westerly right-of-way of SR-104 (as condemned under S.C.C. No. 106375); thence S1°08'54"W along said westerly right-of-way a distance of 562.54 feet; thence N88°42'06"W, 422.56 feet; thence N43°42'06"W, 120.00 feet; thence S46°17'54"W, 70.00 feet; thence N37°00'00"W, 260.00 feet; thence S71°00'00"W, 401.09 feet to the true point of beginning.

Situate in Snohomish County, Washington.

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EXHIBIT A

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Unofficial Document

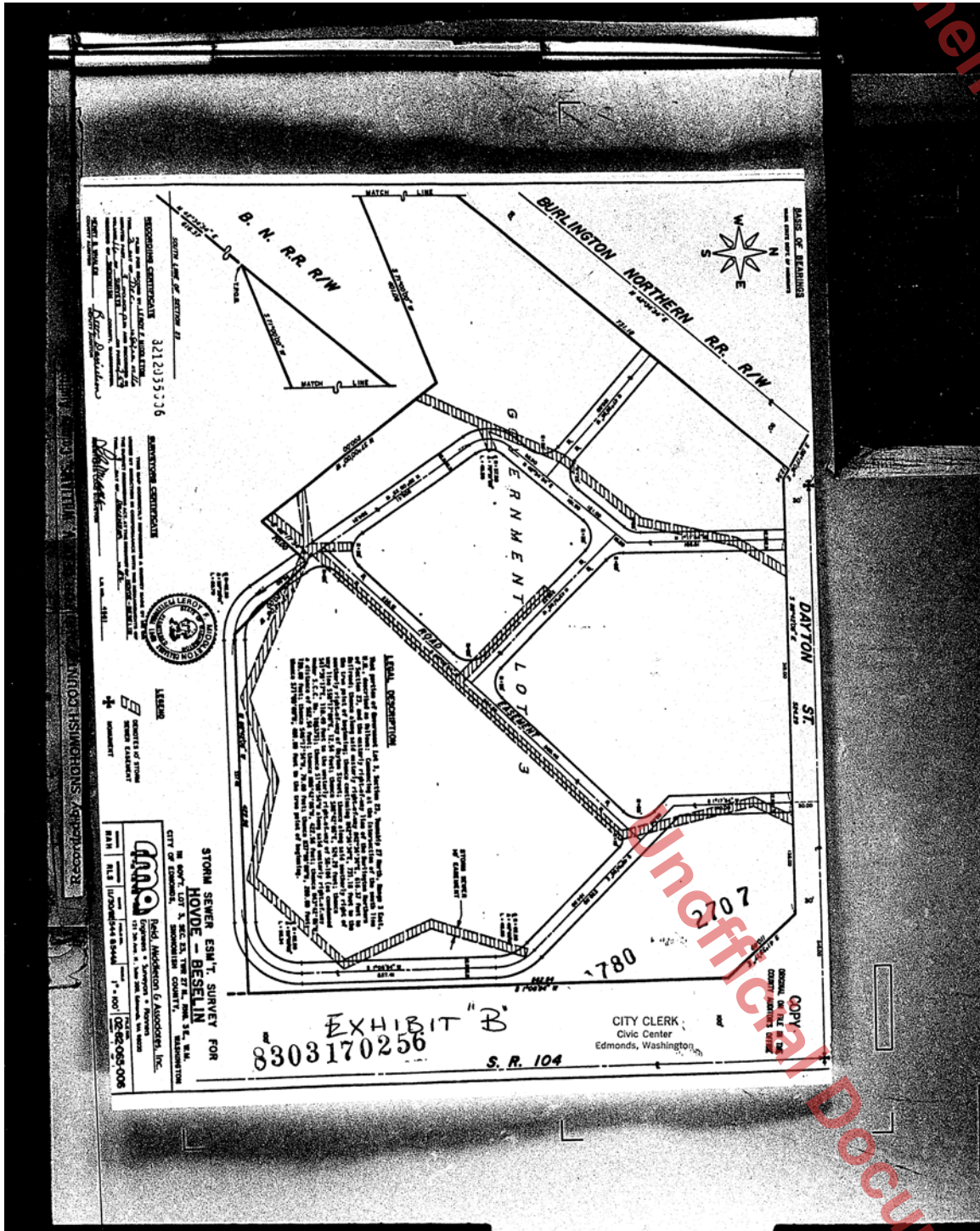


EXHIBIT "B"

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S. R. 104

CITY CLERK,
Civic Center
Edmonds, Washington

