

SEP 3 09

~~2nd Draft~~

~~8/25/69 mp/pw~~

AGREEMENT FOR KASSUBA

RESIDENTIAL PLANNED UNIT DEVELOPMENT

THIS AGREEMENT by and between the City of Mountlake Terrace,  
a municipal corporation, hereinafter referred to as the "City", and Kassuba  
Development Corporation, hereinafter referred to as "Kassuba", in consider-  
ation of the mutual covenants herein contained,

WITNESSETH:

1. That Kassuba has received conditional approval of its final develop-  
ment planned for development of the property hereinafter described, subject to  
certain conditions. That it is the purpose of this Agreement to prescribe the  
conditions of the aforesaid approval, to which said conditions Kassuba agrees  
to be bound as hereinafter set forth.

2. That this Agreement shall constitute a covenant running with the  
land, and bind respective parties, their heirs, executors, administrators,  
successors and assigns, all with respect to the following described property:

That portion of the Southeast 1/4 of the Northeast 1/4 of Section 29,  
Township 27 North, Range 4 East, W.M., Snohomish County, Wash-  
ington, lying southerly of 206th Street S.W., westerly of 60th Ave. West,  
northwesterly of Primary State Highway No. 1, northerly of 220th Street  
S.W. and being more particularly described as follows:

Beginning at the intersection of the west line of said Southeast 1/4  
of the Northeast 1/4 with the north right-of-way of 220th Street  
S.W. said line being parallel to and 30 feet northerly of centerline  
of said 220th Street S.W.; Thence North 01°16'37" East, along the  
said west line a distance of 632.80 feet to the centerline of 218th  
Street S.W. and the true point of beginning; Thence North 01°21'01"  
East continuing along said west line 632.80 feet; Thence South 87°  
38'03" East, a distance of 1274.33 feet to the westerly margin of  
60th Avenue West; Thence South 00°58'30" West along said westerly  
margin a distance of 305.51 feet to the northwesterly right-of-way  
of Primary State Highway No. 1; Thence along said northwesterly  
right-of-way South 37°25'12" a distance of 64.37 feet; Thence con-  
tinuing along said northwesterly right-of-way South 42°26'47" West  
a distance of 572.61 feet; Thence North 87°51'03" West a distance  
of 861.70 feet to the said west line of the said Southeast 1/4 of the  
Northeast 1/4; Thence North 01°16'37" East a distance of 166.83  
feet to the true point of beginning.

3. It is agreed by the parties that the issuance of building and occu-  
pancy permits with respect to the aforesaid property shall be contingent upon

2

compliance by Kassuba with the conditions hereinafter set forth, and that any such permit issued shall be subject to revocation upon reasonable notice to Kassuba and hearing before the City Manager of the City should compliance with said conditions be not continuously maintained.

A. That representatives of the City shall at all times be authorized to enter upon property hereinafter described for the purpose of fulfilling governmental responsibilities, including but not limited to, fire inspection, utility inspection, maintenance inspection, meter reading, fire and police protection (both in case of emergency and patrol), and to enforce any or all of the general ordinances of the City.

B. That all roadways shall be subject to the traffic ordinances of the City, except that the speed limit upon all private and internal roads shall be 15 m.p.h., which shall be posted by Kassuba in the manner prescribed by the City.

C. That the City, after reasonable notice to Kassuba, shall have the authority to enter upon the aforesaid premises, or to have its agents so enter, to clean and conduct general maintenance procedures upon any elements of the site, including landscaping, recreation areas, street repair or cleaning, building repair or utility repairs when the neglect of any such responsibility by Kassuba or its successors threatens the health, safety, general welfare of residents of the said and/or adjacent property. The owner of the said property shall be liable to the City for the cost of any such services rendered by the City, or its agents, plus 50% additional administrative cost, and shall pay the City's said costs within ten days of notice thereof rendered to the owner by the City.

D. That all design, features or elements, as approved in the final plans by the City Council of the City in either graphics or text, shall be installed as permanent elements in site development.



3

That occupancy of residential units shall be conditioned upon the installation and retention of said elements and open spaces, and all such elements and features shall be maintained in operating condition subject to repair under the procedures described in the preceding subparagraph in case of neglect thereof by the owner of the said property.

E. That the owner or developer of these properties, prior to occupancy shall:

- a. File with the City a deed for public Street Right-of-Ways and improvements therein for the collector street as shown on the improvement plans and that portion of the local access street necessary to tie 218th Street S.W. to said arterial.
- b. File with the City an easement over and across all storm drains used as a portion of the drainage system of the public right-of-way and over the route of the <sup>8"</sup>~~6"~~ C.I. water main on the private access loop street.
- c. Provide the City with a release of damages from abutting property owners as may be affected by the increased run-off of storm drainage.
- d. Complete all utilities, grading and paving as shown on the improvement plans, which plans shall be approved by the City Engineer prior to construction or installation.
- e. File with the City a maintenance bond in the amount of 15% of the construction cost as computed by the City Engineer for the improvements to be deeded to the City, said bond to be held by the City for a period of one year after acceptance by the City of the improvements.
- f. Construct all improvements to 218th Street S.W. as shown on the improvement plans.
- g. Grant to the City perpetual rights to regulate the level of the lake as may be necessary to control drainage.
- h. Provide means of maintaining the purity of the lake, to be approved by the City Engineer.
- i. Provide underground wiring and lighting, with plans to be approved prior to installation by the City Engineer, and with such plans to include underground cable to 220th Street S.W.

F. Kassuba agrees to construct utilities and street lighting within the aforesaid property, and those necessary to site which may be required to serve it, all in accordance with City standards and specifications. Ten-foot easements shall be granted to the City over any on-site utility lines that are required for continuity of off-site utilities.

G. That the parties agree that, in addition to any other remedies provided by law, the City may enforce any of the covenants of this Agreement, whether running with the land or otherwise, by civil action in any court of competent jurisdiction.

KASSUBA DEVELOPMENT CORPORATION

*Sumner Villards for  
Kassuba Development Corp.*

ATTEST:

*George F. Chivard*

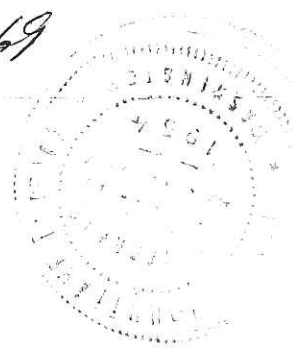
CITY OF MOUNTLAKE TERRACE

*Robert J. White*  
City Manager

ATTEST:

*Lucille Benson*  
City Clerk

*August 27, 1969*



OFFICIAL RECORDS

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*City Clerk*  
1969 AUG 28 PM 4 03

STANLEY DUBOQUE, AUDITOR  
SNOHOMISH COUNTY, WASH.  
DEPUTY

*Betty Berger*

*500*

*23204 - 58th Ave. West  
Mountlake Terrace, wa  
98043*