

104

Revised 12/8/69 pw

AGREEMENT

THIS AGREEMENT, by and between CHARLES M. DOLMAN and MARY DOLMAN, his wife, CLIFFORD G. WAITE and ALICE M. WAITE, his wife, LAKE BALLINGER GOLF COURSE, INC., a corporation, all herein-after referred to as "owner" and CITY OF MOUNTLAKE TERRACE, a municipal corporation, hereinafter referred to as "City" in consideration of the mutual covenants herein contained

WITNESSETH:

1. That the purpose of this agreement is to annul that certain agreement between the parties dated February 15, 1966, a copy of which is hereto annexed, and by this reference incorporated herein as fully as though set forth at length, and to replace that agreement by the within agreement between the parties.

2. That in lieu of the performance and covenants required of the owner in the aforesaid agreement of February 15, 1966, the owner agrees that it will:

A. Perform the following work to City standards, or make payment to the City in the amounts shown, on or before November 1, 1971:

(a) Access street from parking lot to east boundary	\$ 500.00
(b) 230th Street Turn-Around	2,875.00
(c) Creek Channel Change (2/3 of cost)	1,530.00
(d) Engineering and contingencies for above	<u>1,095.00</u>
Total Amount:	\$6,000.00

B. Provide the City a 10 foot easement for construction, maintenance, and operation of utilities through property presently owned by the owners at a location to be selected by the City generally in an easterly--westerly direction through the following described property:

"The west 250 feet of the south half of the south half of the northeast quarter of the northwest quarter of Section 32, Township 27, North Range 4 East W.M."

OFFICIAL RECORDS

VOL 395 PAGE

4

C. Provide a paved access at a cost of not more than \$150 to the existing parking lot on the east end of the above described property at such time as 230th Street Southwest is improved to the east boundary line thereof.

3. That the aforesaid agreement of February 15, 1966, between the parties is hereby canceled.

4. That the parties further agree that the within agreement shall constitute a covenant running with the land, and bind the respective parties hereto, their successors, heirs, administrators, executors and assigns.

DATED this 9th day of December, 1969.

LAKE BALLINGER GOLF
COURSE, INC., Owner

Charles M. Dolman
Charles M. Dolman, Owner

By Charles M. Dolman
Charles M. Dolman, President

Mary Dolman
Mary Dolman, Owner

By Clifford G. Waite
Clifford G. Waite, Secretary-
Treasurer

Clifford G. Waite
Clifford G. Waite, Owner

CITY OF MOUNTLAKE TERRACE

Alice M. Waite
Alice M. Waite, Owner

By Robert G. White
Robert G. White, City Manager

STATE OF WASHINGTON)
COUNTY OF Inokomish) SS

ON THIS DAY personally appeared before me CHARLES M. DOLMAN and MARY DOLMAN, his wife, 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 9th day of December 19 69.

Lucille Person
Notary Public in and for the State of Washington, residing at

STATE OF WASHINGTON)
COUNTY OF Inokomish) SS.

ON THIS DAY personally appeared before me CLIFFORD G. WAITE and ALICE M. WAITE, his wife, 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 9th day of December 19 69.

Lucille Person
Notary Public in and for the State of Washington, residing at

STATE OF WASHINGTON)
COUNTY OF Inokomish) SS.

ON THIS DAY personally appeared before me CHARLES M. DOLMAN, President, and CLIFFORD G. WAITE, Secretary-Treasurer, respectively, of LAKE BALLINGER GOLF COURSE, INC., 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 are authorized to execute the said instrument and that the seal affixed is the corporate seal of the said corporation.

WITNESS my hand and official seal hereto affixed this 9th day of December 19 69.

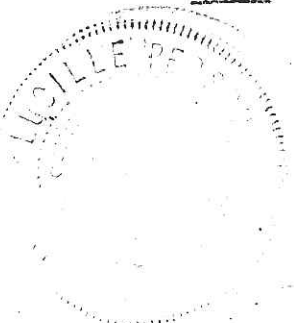
Lucille Person
Notary Public in and for the State of Washington, residing at

2137001

STATE OF WASHINGTON)
COUNTY OF *Inchomiah*) SS.

ON THIS DAY personally appeared before me ROBERT G. WHITE, City Manager of THE CITY OF MOUNTLAKE TERRACE, 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 he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed this
9th day of December, 19 69.



Lucille Person
Notary Public in and for the State
of Washington, residing at

2137001

2137001

C O N T R A C T

NO SALES TAX
REQUIRED

APR 21 1968

THE CITY OF MOUNTLAKE TERRACE, WASH. COUNTY, WASH.

THIS AGREEMENT by and between Charles M. Dolman and Mary Dolman, his wife, and Clifford G. Waite and Alice M. Waite, his wife, and Lake Ballinger Golf Course, Inc., a corporation, hereinafter referred to as "Owners" and the City of Mountlake Terrace, a municipal corporation, hereinafter referred to as "the City", in consideration of the mutual covenants herein contained,

W I T N E S S E T H:

1. That the Owners are presently constructing a certain golf clubhouse building on a portion of the property hereinafter described, pursuant to a building permit issued by the City. That the City is unwilling to issue a certificate of occupancy in connection with the above described permit, unless and until suitable provision is made for the provision of improved access and utilities to serve the easterly property adjacent to the tract on which said building is presently under construction. That the purpose of this agreement is to guarantee the aforesaid public improvements without causing a present financial burden to the Owners.

2. That the aforesaid building is presently being constructed on the following described property:

"The west 250 feet of the south half of the south half of the northeast quarter of the northwest quarter of section 32, Township 27, North Range 4 East W.M."

3. That the Owners agree that their tentative future plans contemplate the residential development of the following

OFFICIAL RECORDS

VOL 395 PAGE 8

described property:

"Government Lot 4 and the south half of the south half of the northeast quarter of the northwest quarter, Section 32, Township 27, North Range 4 East, W.M.", less that portion contained in paragraph 2 above.

The Owners further agree that the property described in this paragraph shall not be developed nor shall there be any building permits issued for the development therefor, unless there shall be dedicated or acquired for public use a 60 foot right-of-way through the property described in paragraph 2 (supra) in a location approved by the City, and, further, that in said right-of-way there shall be established and installed all public improvements defined in the City's subdivision ordinance, including but not limited to the following:

- a. Asphalt paving of right-of-way to 32 foot width.
- b. The installation of concrete curbs and gutters.
- c. Installation of concrete sidewalk.
- d. Installation of street monuments.
- e. Installation of sanitary sewer.
- f. Installation of water main.
- g. Installation of storm sewer.

4. The Owners further agree not to sell, transfer or alienate the lands described in paragraph 3 hereinabove, without making provision for the dedication of the right-of-way thereto as hereinabove described.

5. The parties further agree that the within agreement shall constitute a covenant running with the land, and bind the parties hereto, their successors, heirs, administrators, executors and assigns.

DATED this 15th day of February, 1966.

Charles M. Dolman
Charles M. Dolman, Owner

Mary Dolman
Mary Dolman, Owner

Clifford G. Waite
Clifford G. Waite, Owner

Alice M. Waite
Alice M. Waite, Owner

LAKE BALLINGER GOLF COURSE, INC.,
Owner

By Charles M. Dolman
Charles M. Dolman, President

By Clifford G. Waite
Clifford G. Waite, Secretary-Treasurer

CITY OF MOUNTLAKE TERRACE
By Dean Hunter
Dean Hunter, City Manager

OFFICIAL RECORDS

VOL. OF
PAGE
REQ. OF

1970 MAR 17 PM 2 51

STANLEY HUBBARD, AUDITOR
SNY HONOLULU COUNTY, WASH.

DEPT. OF
COUNTY CLERK

way
9804

mt Lake Terrace

STATE OF WASHINGTON)
COUNTY OF KING) SS:

On this day personally appeared before me Charles M. Dolman and Mary Dolman, his wife, 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 15th day of _____, 1966.

Fredrick W. Post
NOTARY PUBLIC in and for the State of Washington, residing at _____