

February 23, 1981

City of Mountlake Terrace  
23204 58th Avenue West  
Mountlake Terrace, WA 98043

Attention: City Engineer

Dear Mr. Routenberg:

In the agreement between William J. McBurney, Inc., and the City, it was agreed that the Wildemere Condominium Project would contribute \$99,000.00 toward the purchase and installation of the Sewer Pumping System.

We have since learned that the electrical hook up fees from Snohomish County P.U.D. will be in the order of \$14,000.00, which was not considered in the original agreement.

You may consider this letter authorization to add the cost of P.U.D. engineering and installation charges to the previous \$99,000.00 for a new maximum of \$113,000.00 to be included in the total L.I.D. charges to Wildemere Project and William J. McBurney, Inc.

If the City desires to formally ammend the agreement concerning the pump station, I will sign the terms stated above.

WILLIAM J. MCBURNEY, INC.

BY:

  
WILLIAM J. MCBURNEY, PRESIDENT

A G R E E M E N T

THIS AGREEMENT by and between the City of Mountlake Terrace,  
a municipal corporation, hereinafter referred to as "The City" and  
MARVAC JOINT VENTURE, hereinafter referred to as "Owner",  
in consideration of the mutual covenants herein contained:

W I T N E S S E T H :

1. Pursuant to the request of the owner, the City agrees to construct or cause to be constructed certain additions and improvements to its sanitary sewer system earlier than it would otherwise cause such additions or improvements to be constructed in the absence of the request of the Owner. That said additions and improvements to the said sanitary sewer system shall consist of a lift station for sanitary sewage and a force main for same all as designed and constructed by the City of Mountlake Terrace.

2. That the improvements and additions to the aforesaid sanitary sewer system, when constructed, will make it possible for certain property of the Owner to be served by sanitary sewers. That the property of the Owner thus to be served is described in Exhibit A hereto annexed, the contents of which are hereby incorporated herein by this reference.

3. In order to induce the City to construct the aforesaid additions and improvements, the Owner promises and agrees to pay the City the principal sum of Ninety Nine Thousand Dollars (\$99,000) in accordance with the laws of the State of Washington governing Local Improvement Districts. Local Improvement District No. 50 of the City of Mountlake Terrace has already been formed containing an assessment of said Ninety Nine Thousand Dollars (\$99,000) against the property described in Exhibit A hereto annexed.

4. The owner hereby agrees to deed, by Statutory Warranty Deed, approximately 400 square feet in the Northeast corner of the property described in Exhibit A hereto for the purpose of construction of the Lift Station and such easements as are required for access to the lift station and for the force main through the property described in Exhibit A. The owner also agrees to provide, at no cost to the City, an easement in the NE corner of the property described in Exhibit A of sufficient size for a temporary storm water detention facility in accordance with the City's requirements thereof, for the purpose of detaining the storm waters attributable to the improvements to 212th Street Southwest from 44th Avenue West to 40th Avenue West as contained in L.I.D. #50 it being the intent of both parties to ultimately create a single permanent storm water detention facility to serve the owner's development, 212th Street Southwest, and other tributary areas on specific terms and conditions to be negotiated at a future date but are at this time generally agreed to provide for the owner to participate in the combined permanent storm detention facility to the extent of his alternate costs to serve only the property as described in Exhibit A with the City to participate to the extent of the incremental increase in cost associated with detention of storm waters from 212th Street Southwest and other tributary areas as may



be determined desirable by the City of Mountlake Terrace. Said deeded land and easements to be compatible with owner's current approved site development plan. Said deed and easements to be delivered to the City at no cost to the City by January 1, 1981. The owner hereby grants, effective on the date of this agreement, authority to the City and/or its agents to enter on the property described in Exhibit A for the purpose of construction of such lift station, force main, and storm detention system. The Owner warrants that he has good and merchantable title to the property described in Exhibit A, and warrants that he has authority to encumber the same as required herein.

5. The parties agree that certain property in addition to that described in Exhibit A hereto annexed will constitute the service area of the additions and improvements of the City's sanitary sewer system which will be served by facilities constructed pursuant to this agreement. The parties agree that, the total assessment for the sanitary sewer and lift station shall not exceed the sum of Ninety Nine Thousand Dollars (\$99,000) and that any cost above that shall be borne by the City for which the City may subsequently connect other properties within the service area of the additions and improvements.

6. The Owner agrees to provide at his own expense good and sufficient utility easements necessary for construction from the Owner's property, westward to the intersection of 212th Street S.W. with 44th Avenue West, all in form and substance acceptable to the City in accordance with its usual utility practices.

7. Neither party may assign any interest in this contract without the consent of the other.

8. Time is of the essence of this agreement.

**NO SALES TAX  
REQUIRED**

JUN 26 1980

KIRKE SIEVERS, Snohomish County Treasurer,  
Deputy

DATED this 22 day of MAY, 1980

By: Robert G. White  
City Manager

William J. McBurney  
OWNER

Operating Partnership  
MARINE JOINT VENTURE  
OWNER

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF SNOHOMISH )

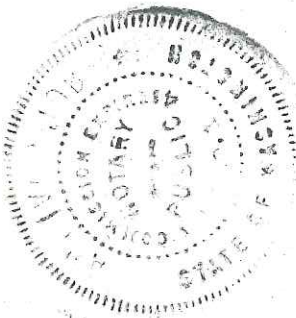
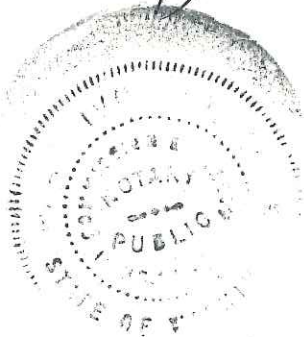
On this day personally appeared before me Robert G. White, to be known to be the City Manager of the City of Mountlake Terrace, who executed the within and foregoing instrument on behalf of said City of Mountlake Terrace as its free and voluntary act and deed, for the uses and purposes therein mentioned.

Arminson Job  
Notary Public in and for the State  
of Washington, residing at  
Kirkland Wa

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF Snohomish

On this day personally appeared before me, William J. McBurney, to be known to be the individual(s) who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Arminson Job  
Notary Public in and for the State  
of Washington, residing at  
Kirkland Wa



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EXHIBIT A

PARCEL A:

THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M.: EXCEPT THE SOUTH 30 FEET THEREOF FOR ROAD: ALSO EXCEPT THE NORTH 30 FEET THEREOF. (BEING KNOWN AS TRACT 23, LYNNWOOD ACRES, ACCORDING TO THE UNRECORDED PLAT THEREOF.)

PARCEL B:

THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M.: EXCEPT THE SOUTH 30 FEET THEREOF FOR ROAD. (ALSO KNOWN AS TRACT 22, LYNNWOOD ACRES, ACCORDING TO THE UNRECORDED PLAT THEREOF.)

PARCEL C:

NEWMAN ADDITION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 120, RECORDS OF SNOHOMISH COUNTY: TOGETHER WITH THAT PORTION OF THE PRIVATE ROAD AS CONTAINED IN SAID PLAT LYING SOUTHERLY OF THE NORTH LINE OF LOT 6 PRODUCED EASTERLY: EXCEPT THE NORTH 10 FEET THEREOF: EXCEPT LOT 1 OF SAID PLAT.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL D:

THE SOUTH HALF OF THE SOUTH HALF OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M. (KNOWN AS LOT 25, LYNNWOOD ACRES, UNRECORDED); EXCEPT EAST 30 FEET: AND EXCEPT WEST 30 FEET OF EAST 60 FEET OF NORTH 60 FEET THEREOF.

PARCEL E:

THAT PORTION OF THE PRIVATE ROAD IN THE PLAT OF NEWMAN ADDITION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 20 OF PLATS, PAGE 120, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE 10 FEET SOUTH OF THE NORTH LINE OF LOT 6 PRODUCED EASTERLY.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RECORDED

1980 JUN 26 AM 9:26

HENRY B. BRALLEN, ADDITION  
SNOHOMISH COUNTY, WASH.

DEPUTY  
MILLIE J. SMITH