

DEC 30 1987

CITY OF MOUNTLAKE TERRACE
23204 - 58th AVE. WEST
MOUNTLAKE TERRACE, WA 98043-4697

KIRKE SIEVERS, Snohomish County Treasurer

By L. Hells

Deputy

ACCESS EASEMENTS FOR

STORM WATER RETENTION POND ACCESS

Blue Cross of Washington and Alaska, a nonprofit corporation organized and existing under the laws of the State of Washington ("Grantor"), for and in consideration of the benefits expected to flow to it from the grant hereinafter set forth and for other good and valuable consideration in hand paid; the receipt and sufficiency of which Grantor hereby acknowledges, does hereby grant and convey to the City of Mountlake Terrace, a municipal corporation ("Grantee"), non-exclusive Easements upon, across, along, and over the real property (the "Property") situated in the County of Snohomish and legally described as set forth in Exhibit A attached hereto and incorporated by reference herein. A diagram of the Property and in particular the storm water retention pond (identified in the diagram as a "basin") is also attached hereto as Exhibit B and incorporated by reference herein:

1. Grantor acknowledges, declares, and establishes the Easements for the purposes of allowing Grantee at its sole expense to clean and maintain the storm water retention pond, together with the right of ingress thereto and egress therefrom for the purpose of enjoying the Easements, subject to the following conditions set forth as follows:

- a. Grantee shall take the following route to get to the access easements described in Exhibit A:

Grantee shall enter the Building 2 parking lot at the second (north) entry as indicated on Exhibit B, and will use the north and east parking lots, also set forth in Exhibit B, to get to the 10.0 foot wide grass/crete access road to the pond described in Exhibit A.

- b. Grantee shall use only the 10.0 foot wide grass/crete roads to drive equipment down into the storm retention pond.

- c. After completion of the cleaning and maintenance, or any subsequent entry upon the Easements, Grantee shall restore the Easement areas and adjacent land as near as may be to its condition immediately before such cleaning and maintenance or entry. Grantee shall give Grantor reasonable notice and shall coordinate its activities so as to cause minimum disruption to Grantor.

- 2.a. Grantee shall indemnify, protect, defend and save harmless Grantor from any and all claims, demands, loss, damage, expense, including attorneys' fees, and liability of every kind and description, including personal injury, and for any damage to or loss or destruction of property whatsoever suffered by Grantor, its heirs, successors and assigns, or by any persons, firms or corporations arising from the exercise of any of Grantee's rights granted

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herein, provided that in the event of the concurrent negligence of Grantor and Grantee, Grantee shall be liable only to the extent of Grantee's negligence or such greater extent as may be permitted by Washington law, and further provided that Grantee shall not be required to indemnify Grantor against liability for damages caused by or resulting from the sole negligence of Grantor if proof of such sole negligence is established by Grantee. Notwithstanding anything herein to the contrary, the parties intend that Grantee shall indemnify Grantor against liability as heretofore described to the greatest extent permitted by the laws of the State of Washington. Grantee, after mutual negotiation with Grantor, specifically and expressly agrees that by agreeing to so indemnify Grantor, Grantee waives any indemnity that it may have under industrial insurance under Title 51, RCW or under the law of any other jurisdiction.

- b. Grantor shall not be liable for any claims or damage to Grantee's property, facilities or appurtenances constructed or placed in said Easements by Grantee.
3. Grantor reserves the right to use the Easement for any purpose not inconsistent with the rights herein granted, including, but not limited to landscape, parking facilities, roadways, ingress and egress facilities, sidewalks, signage and other utility improvements and facilities, provided: that Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any building or other similar structure on the Easements which would interfere with the exercise of the rights herein granted without written approval of the Grantee.
4. The Easement and all rights herein granted shall, without any action whatsoever on the part of Grantor or Grantee, automatically terminate in the event that Grantee abandons or terminates its cleaning and maintenance of the storm retention pond or breaches the terms hereof.

BLUE CROSS OF WASHINGTON AND ALASKA,
a Washington corporation

By:


Its Executive Vice President,
Chief Administrative Officer

DEAN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH.

DEPUTY

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STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Betty Woods signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the E.V.P. - Chief Administrative Officer of BLUE CROSS OF WASHINGTON AND ALASKA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 1, 1987.

Claudia D. Young
Notary Public in and for the
State of Washington, residing
at Mountlake Terrace

My commission expires 5/1/89.

Approved by the City of Mountlake Terrace this 7th day of December, 1987.

By: [Signature]

Its: Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that LOIS ANDERSON signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the MAYOR of THE CITY OF MOUNTLAKE TERRACE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: December 7, 1987.

France Jean [Signature]
Notary Public in and for the
State of Washington, residing
at Seattle, WA

My commission expires March 89.

10' WIDE ACCESS EASEMENT TO POND

ACCESS EASEMENT "A"

THAT PORTION OF THE BLUE CROSS OF WASHINGTON AND ALASKA; MOUNT-LAKE TERRACE, WASHINGTON PROPERTY; SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M.; SAID EASEMENT BEING A 10.0 FOOT WIDE STRIP OF LAND, LYING 5.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF AN EXISTING PARKING LOT, SAID POINT BEARS NORTH $19^{\circ}37'10''$ EAST 600.90 FEET FROM THE SOUTHWEST CORNER OF THE BLUE CROSS OF WASHINGTON AND ALASKA PROPERTY; THENCE NORTH $11^{\circ}30'00''$ EAST 40.00 FEET TO THE TERMINUS.

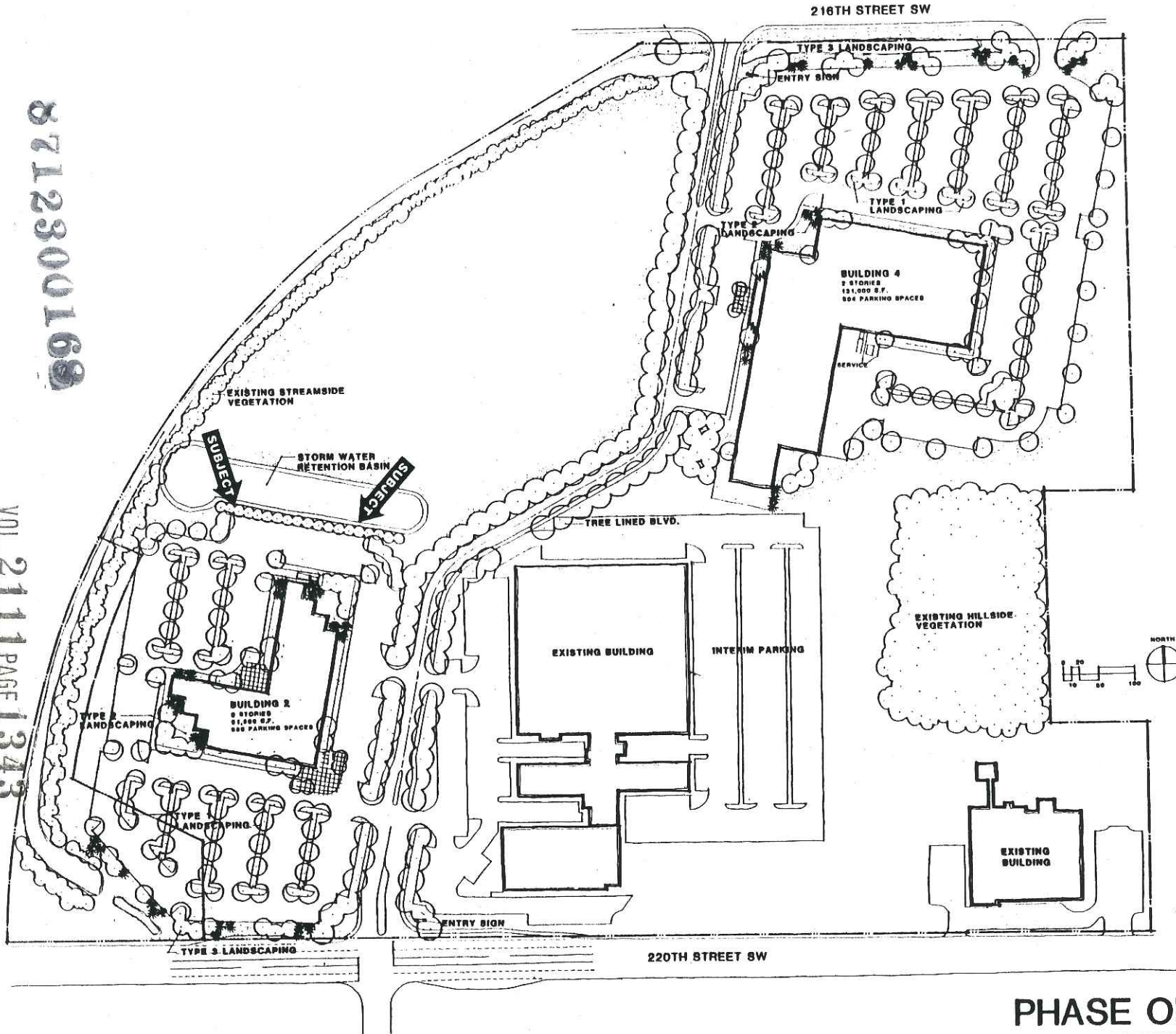
ACCESS EASEMENT "B"

THAT PORTION OF THE BLUE CROSS OF WASHINGTON AND ALASKA; MOUNT-LAKE TERRACE, WASHINGTON PROPERTY; SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M.; SAID EASEMENT BEING A 10.0 FOOT WIDE STRIP OF LAND, LYING 5.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTH LINE OF AN EXISTING PARKING LOT, SAID POINT BEARS NORTH $0^{\circ}44'51''$ WEST 608.73 FEET FROM THE SOUTHWEST CORNER OF THE BLUE CROSS OF WASHINGTON AND ALASKA PROPERTY; THENCE NORTH $11^{\circ}30'00''$ EAST 60.00 FEET TO THE TERMINUS.

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