

JUN 2 1977 9 AM

HENRY B. WHALEN, AUDITOR  
SNOHOMISH COUNTY, WASH.

DEPUTY *[Signature]*

*Northern lights*

*H*

*B-59948*

③ OPEN SPACE AGREEMENT

HJM DEVELOPMENT CORPORATION, an Arizona corporation

(herein called Owner) is the Owner of the following described real property in the city of Mountlake Terrace, Snohomish County, Washington:

The Northeast quarter of the Northeast quarter of the Northeast quarter of Section 28, Township 27 North, Range 4 East W.M.; EXCEPT the East 180 feet of the Northerly 180 feet and EXCEPT roads.

(The foregoing property is herein called The Property.) Owner is developing The Property into a single residential apartment house complex of 16 buildings and 200 apartment units with recreational facilities and open spaces as a planned unit development in the city of Mountlake Terrace (herein called The City). As a condition to The City's approval to such development, The City has required this agreement. Now therefore, Owner hereby covenants and agrees with The City as follows:

1. Open Areas: Owner shall maintain all landscaping, parking areas, driveways, walkways recreational facilities, outdoor lighting and fencing located on The Property in good state of repair.

2. Access: Owner hereby grants to The City, its agents, officers and officials, the right to enter upon and use all of the driveways and walkways as they may exist upon The Property from time to time for the purpose of allowing The City to provide and fulfill fire, police, utility and other governmental functions whether of routine or emergency nature.

3. Easements: Owner shall construct all storm drainage, storm drainage retention, water and sewer utilities in

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accordance with the standards and specifications of The City. The City is hereby granted the right of access to any storm drainage, water and sewer lines outside of any building on The Property. All sanitary sewer lines, storm drainage lines and storm drainage retention on The Property shall remain the property of Owner and shall be maintained by Owner. All water main lines, excluding underground landscape sprinkler system, located outside the buildings shall be owned and maintained by The City. Owner grants to The City all rights of access as may be necessary for the proper maintenance of the water mains.

4. Pool Cleaning: Owner shall not "backwash" any swimming pool on The Property into the sanitary sewer system except between the hours of 12:00 midnight and 6:00 a.m.

5. Remedies and Amendments: In addition to any other remedies provided by law, The City may specifically enforce any covenant of this agreement whether running with the land or otherwise, by civil action in any court of competent jurisdiction. This agreement may be amended in whole or part or terminated by written agreement between The City and Owner. Owner shall include successors in interest to The Property by assignment or otherwise. Any amendment shall be in recordable form and may be recorded by either party.

DATED this 27th day of May, 1977.

HJM DEVELOPMENT CORPORATION

By

Henry J. Mueller  
HENRY J. MUELLER, PRESIDENT

By

James W. Summers  
JAMES W. SUMMERS, SECRETARY

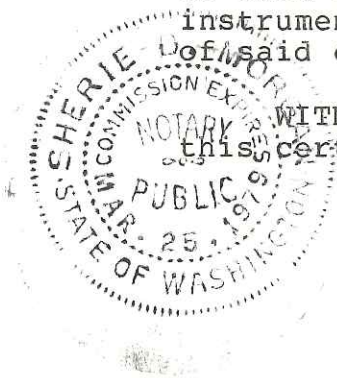
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

THIS IS TO CERTIFY that on this 27th day of May, 1977, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn personally appeared HENRY J. MUELLER and JAMES W. SUMMERS, to me known to be the President and Secretary, respectively, of HJM DEVELOPMENT CORPORATION, the corporation that executed the within and 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, and that the seal affixed is the corporate seal of said corporation.

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

  
Sherie D. Morgan  
Notary public in and for the state of  
Washington, residing at Seattle

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# SAFECO

SAFECO TITLE INSURANCE COMPANY  
FOURTH & VINE BUILDING  
SEATTLE, WASHINGTON

TELEPHONE (206) 292-1550  
MAILING ADDRESS: P.O. BOX 21987  
SEATTLE, WA 98111

June 21, 1977

*June pls file  
in legal documents  
this is maintenance agreement  
for Northern Light*

Mr. Jim Barrows  
City of Mountlake Terrace  
23204 58th West  
Mountlake Terrace, Washington

Re: Escrow No. 31625-JVD  
Title Order No. B-59948  
HJM Development Corp./ D. Shafran Invest.

Dear Mr. Barrows:

In connection with the above numbered escrow we enclose the original recorded Open Space Agreement between HJM Development Corporation and the City of Mountlake Terrace recorded under recording number 7706020102.

If you should have any questions concerning the enclosure or this escrow please feel free to call the undersigned.

Sincerely,

*John Van Dyke*

John Van Dyke  
Manager, Escrow Department

JVD:cg  
Enc.

cc: HJM Development Corp.

