

A-20-636 (Misc)

DRAINAGE EASEMENT AGREEMENT

The undersigned, Jon Alan Becker and Maria de Lourdes Becker grantors, their heirs, successors and assigns (hereinafter together referred to as the GRANTORS) owners of the property described as follows:

AMOUNT PAID 100.00

RECEIPT NO. 8574

the South 1/2 of the SW 1/4 of the NE 1/4 of the NE 1/4 of Section 28, Township 27 N., Range 4 B., W.M., Snohomish County, Washington.

ACCEPT the South 105 feet thereof TOGETHER WITH the East 375 feet of the South 105 feet thereof.

KIRKE SIEVERS, Snohomish County Treasurer

By Pat A. Cantelmo

For and in consideration of the sum of _____ Dollars (_____) and other valuable consideration, hereby convey and grant to Covenant - Murphy General Contractors, their heirs, successors and assigns, (hereinafter referred to as the GRANTEES), owners of the property described as follows:

Lots 11, 12, 13, 14, 19, 20 and 21, CLOVERLEAF ACRES, according to the plat thereof recorded in Volume 11 of Plats, Page 19, Records of Snohomish County, Washington.

An easement under and upon the following described property, in which to install, lay, construct, and operate underground pipe, ditches, and appurtenances for the purpose of providing a drainage outfall for the GRANTEES property, together with the right of ingress to and egress from said easement for the purposes herein stated.

Said easement being 10.00 feet in width and having 5.00 feet of said width on each side of the centerline described as follows:

COMMENCING at the iron pipe at the northeast corner of Lot 21 in said Plat; thence N 89°46'13" W along the North line of said Plat 131.22 feet to the POINT OF BEGINNING of said centerline and easement; thence N 0°54'46" W 5.00 feet; thence N 19°13'56" W 311.00 feet to the terminus of said centerline and easement.

The sidelines of said easement shall lengthen or shorten as necessary to meet.

TOGETHER WITH a temporary construction easement 5.00 feet on each side of the above described easement said temporary construction easement shall remain in force until completion of construction.

The GRANTORS and GRANTEES, by accepting and recording this easement, mutually covenant and agree as follows:

The GRANTORS recognize that the installation of the pipe, ditches and appurtenances in this easement will result in a reduction of the drainage waters presently flowing in the existing drainage swale on the GRANTORS property between the GRANTEES property and the Northern terminus of said easement. Said terminus to result in the outfall of stormwater into said existing drainage swale. The existing drainage swale, between the GRANTEES property and the Northern terminus of said easement, shall be relocated to conform with the location of the pipe and shall be graded to the width of the easement. A minimum of two (2%) percent slope shall be provided to the approximate center of the easement.

The location of the above described easement, together with the pipe, ditches and appurtenances under and upon said easement, may be relocated by the GRANTORS, provided the alternate location provides an equivalent continual stormwater outfall for the GRANTEES property. Relocation of this easement will be accompanied by documentation vacating the previous easement and recording the revised easement containing provisions identical to those contained within this document.

This easement agreement is for the exclusive use of Grantees and the plat of SHANNONWOOD VILLAGE. Development of the GRANTEES above described property in a method other than via the plat of SHANNONWOOD VILLAGE shall result in this easement agreement becoming null and void.

The proposed storm drainage pipe shall not exceed 18 inches in diameter unless required by the CITY OF MOUNTLAKE TERRACE.

85.7220301

1709 AUG 13 29

8307220301

GENERAL
SHANNONWOOD
VILLAGE
44/102

2

All work performed within said easement shall be done in accordance with the following conditions of use:

Notice of Construction

Not less than two working days prior to construction start and/or materials deliveries, the GRANTEES shall notify the GRANTORS of intent to begin construction.

Use of Premises

1. The Contractor shall confine his apparatus, storage of materials, and construction operations to the limits of the stated construction easement, and shall not unreasonably encumber said premises. Ingress and egress for construction shall be over the limits of this easement only.
2. Areas landscaped and/or seeded prior to construction shall be restored to as reasonably near their original condition as feasible.
3. The Contractor shall reseed existing pasture areas that are disturbed during construction.
4. The Contractor shall schedule work within the easement to normal working hours; i.e., 7:00 A.M. to 6:00 P.M.
5. All work shall be completed within two months of the GRANTOR'S receipt of notification to commence construction.

It is expressly understood that the Contractor shall in particular restore all such easements, and any disturbed areas to a condition equal to its original condition, or superior, and in a condition satisfactory to the GRANTORS.

Where work is done within the easement, the Contractor shall be required to obtain a written statement of satisfactory restoration from the GRANTORS. Said statement shall not be unreasonably withheld by the GRANTORS upon completion of restoration.

Repair Subsequent to Natural Disaster

The GRANTEES shall maintain a Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) Insurance Binder or letter of guaranty for a period of five years to be used for repairs to the proposed stormwater line as a result of natural disaster. Said Bond or Letter of Guaranty will be released upon expiration of the five year period or upon relocation of this drainage easement.

Safety Standards

In accordance with generally accepted construction practices, the Contractors shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The Contractor and all Subcontractors shall adhere to the requirements of the Occupational Safety and Health Act, and all other Federal, State, and local safety and health statutes which may apply.

Final construction of the stormwater pipe shall include the installation of a trash screen/child protection screen at the pipe outfall.

The Contractor shall be required to fill all trenches at the end of each working day and maintain said trenches in a condition which will not pose a hazard to livestock or pedestrians after daily completion of construction.

Public Liability Insurance

The Contractor shall take out and maintain during the life of work within subject easement, including without limitation, coverage for explosion, collapse, and destruction of underground utilities and contingent liability, including products and complete operations and blanket contractual liability, as shall protect him, the GRANTORS, GRANTEES, and project engineer. Contractors, and Subcontractors for claims or damages for bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations within said easement whether such operations be by himself or by any Subcontractor or anyone directly employed by either of them and the Contractor agrees in addition, to indemnify and save harmless the GRANTORS, GRANTEES and project engineer, either or all, from all suits, claims, demands, judgments and attorney's fees, expenses or losses occasioned by the performance of any work within said easement by himself, any Subcontractor, or persons working directly or indirectly for him.

The amount of such insurance shall be as follows: Bodily injury liability insurance in an amount not less than \$1,000,000 for injuries, including wrongful death, to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence, \$1,000,000 aggregate, and property damage liability insurance in an amount not less than \$1,000,000 for each occurrence or equivalent or single limit. Alternatively, the aforementioned bodily injury and property damage liability insurance furnished under a combined single limit, or an umbrella excess liability limit in an amount of not less than \$1,000,000 combined single limit per occurrence, will be acceptable.

The Contractor shall not cause any policy to be cancelled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance or any other material change until not less than twenty (20) days have elapsed since completion of construction.

All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause. Said certificates shall be presented to the GRANTORS not less than two (2) days prior to commencement of construction.

Method of Payment

Upon receipt by the GRANTEES of an executed copy of this easement agreement, the GRANTEES shall deposit \$10,000.00 in escrow at United Savings and Loan, 601 S. Jackson St. Seattle, Wa. 98101. The GRANTEES shall authorize dispersal of these funds to the GRANTORS Upon receipt of written acceptance of construction from the GRANTORS, final approval of the Shannonwood Village Development by the City of Mountlake Terrace, and recordation of the plat.

In the event the Plat of SHANNONWOOD VILLAGE is not recorded by December 31, 1983, this easement agreement shall become null and void and all monies in escrow shall be returned to the GRANTEES.

4

Dated this third day of June, 1983.

Jon Alan Becker and Maria de Lourdes Becker.

Jon A. Becker Maria de Lourdes Becker

STATE OF WASHINGTON)

COUNTY OF King) ss

This is to certify that on this 3rd day of June 1983, before me, the undersigned, a Notary Public personally appeared Jon A. Becker and Maria de Lourdes Becker his wife, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

James E. McDevitt
Notary Public in and for the State of Washington
Residing at Seattle, WA

RETURN TO:

Covenant - Murphy General Contractors
P.O. Box 175
Mountlake Terrace, WA 98043

RECORDED
1983 JUL 22 PM 4:38
DE ALAN A. MURPHY, AUDITOR
SHROBORN COUNTY, WASH.
DEPUTY
MacDevitt Certified