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AGREEMENT WITH RESPECT
TO DEDICATION OF
PUBLIC RIGHT-OF-WAY

Laurence Goodnight
8957-188 2d SW
Edmond, Wa. 98020

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The parties to this agreement, entered into this _____ day of _____, 1979, are LAWRENCE and DONNA M. GOODNIGHT, husband and wife, and KEITH GOODNIGHT, hereinafter collectively referred to as "GOODNIGHT"; the CITY OF MOUNTLAKE TERRACE, WASHINGTON, hereinafter referred to as "CITY"; and MARMAC JOINT VENTURE PARTNERSHIP, hereinafter referred to as "MARMAC".

WHEREAS, MARMAC is desirous of developing a certain parcel of real property located within the City of Mountlake Terrace, Washington, and requires access across land owned by GOODNIGHT for the purpose of installing utilities; and

WHEREAS, the CITY is desirous of obtaining a similar right across land owned by GOODNIGHT for the purposes of creating a public right-of-way which will become an extension of 212th Street S.W.; and

WHEREAS, GOODNIGHTS own certain realty, a portion of which they desire to dedicate and convey by fee simple deed to the CITY as a public right-of-way for access and utilities, but are further desirous of obtaining certain benefits from the CITY and MARMAC with respect to sewer and water services; and

WHEREAS, the parties desire to reduce to writing an agreement encompassing and incorporating the respective intentions, desires, obligations, and rights of the parties with respect hereto,

NOW, THEREFORE, it is hereby agreed and covenanted by and between the parties hereto as follows:

1. GOODNIGHT hereby agrees to convey to the CITY by deed a fee simple interest in certain real estate as public right-of-way legally described as follows:

That portion of the north quarter of Section 27, Township 27 North, Range 4 East, W.M. described as follows: Commencing at the Northwest corner of Section 27, thence Easterly along the North line of said Section a distance of 30.01 feet to the True Point of Beginning, thence continuing along said line a distance of 630.27' to its intersection with the East line of the Northwest quarter of the Northwest quarter of the North quarter of Section 27, thence Southerly along said East line a distance of 30.01 feet to its intersection with the South line of the North 30 feet of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 27, thence Westerly along said South line a distance of 630.27 feet to its intersection with the East margin line of the right-of-way of 44th Avenue West; thence Northerly along said margin line a distance of 30.01 feet to the True Point of Beginning.

TOGETHER WITH the South 30 feet of the South 165 feet of the East 422 feet of the West 600 feet of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 27 North, Range 4 East.

All situated in Snohomish County in the State of Washington.

2. MARMAC agrees to construct or cause to be constructed a standard sanitary sewer line through and across the real property conveyed to the CITY by GOODNIGHT in conformance with all necessary codes and regulations. MARMAC further agrees to construct or cause to be constructed all necessary water lines across the real property conveyed to GOODNIGHT to the CITY as required by necessary codes and regulations to serve the adjoining properties. MARMAC agrees to construct or cause to be constructed all necessary hook-ups and sewer stubs to property line

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see also
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adjoining the right-of-way created by the conveyance contemplated herein, which land is owned by the GOODNIGHTS. All hook-ups by the GOODNIGHTS to said sewer and water lines shall be at no addition expense or City Assessments to the GOODNIGHTS. The land to be served by the sewer and water lines contemplated herein shall be constructed in such a manner as to provide service to all adjoining property owners. Said property owners whose property is currently undeveloped shall upon future development within a fifteen (15) year period, pay a pro rata share of the cost of construction as determined by the City all in accordance with the provision of RCW 35.91.020, with the exception of GOODNIGHTS whose connection to said utilities shall be at no additional cost.

3. The GOODNIGHTS agree to permit MARMAC and any contractors acting for or on behalf of MARMAC or the CITY to pass over the land conveyed by virtue of Paragraph 1 hereof for the purpose of constructing all necessary roadways, water and sewer utilities contemplated herein.

4. The CITY agrees to utilize the land conveyed by the GOODNIGHTS as a dedicated public right-of-way for the purpose of satisfying the development needs of MARMAC in its proposed development of land immediately to the east of the right-of-way contemplated herein.

5. In the event that an LID is approved for the Western 630 ft. of 212th Street, MARMAC agrees to pay the estimated cost of a 22 ft. roadway required by the City Council in their preliminary approval of the Wildemere R.U.D. on January 15 and February 17, 1979, GOODNIGHTS, and the other owners will be assessed their equitable share of said costs as determined by the City, above and beyond the expense of the required 22 ft. roadway.

6. The GOODNIGHTS hereby request and file for annexation to the CITY a parcel of land described as follows:

The South 165 feet of the East 422 feet of the West 660 feet of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 27 North, Range 4 East.

In the event that the Boundary Review Board of Snohomish County or other governing bodies preclude annexation of the described parcel to the City of Mountlake Terrace the CITY agrees to provide utility service to the parcel subject to Boundary Review Board approval and to waive any utility rate surcharge normally assessed areas outside the CITY receiving utility service.

CITY OF MOUNTLAKE TERRACE

Robert B. Smith

City Manager

William M. Murray
MARMAC JOINT VENTURE

Operating Partner

Lawrence Goodnight
Lawrence Goodnight

Donna M. Goodnight
Donna M. Goodnight

Keith Goodnight
Keith Goodnight

RECORDED

FEB 19 AM 10:22

CLERK OF SUPERIOR COURT
SNOHOMISH COUNTY, WASH.

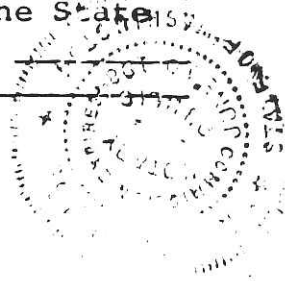
William M. Murray

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STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me Robert H 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.

Arminio Joli
Notary Public in and for the State
of Washington, residing at
Kirkland Wa



STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

Daniel M. Goodright, Steve Goodright
On this day personally appeared before me, Lawrence Goodright,
to be known to be the individual(s) who executed the within and foregoing
instrument and acknowledged to me that (s)he/they signed the same as his/
her/their free and voluntary act and deed, for the uses and purposes
therein mentioned.

Helms R. Voller
Notary Public in and for the State
of Washington, residing at Mt. Airy
Snohomish City



STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me William J. McBurney
, to be known to be the _____ of the
Marmac Joint Venture Partnership, who executed the within and foregoing
instrument and acknowledged that he signed the same as his free and
voluntary act and deed, for the uses and purposes therein mentioned.

Arminio Joli
Notary Public in and for the State
of Washington, residing at
Kirkland Wa



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AGREEMENT WITH RESPECT TO DEDICATION OF PUBLIC RIGHT-OF-AWAY

2. MARMAC agrees to construct or cause to be constructed a standard sanitary sewer line through and across the real property conveyed to the CITY by GOODNIGHT in conformance with all necessary codes and regulations. MARMAC further agrees to construct or cause to be constructed all necessary water lines across the real property conveyed to GOODNIGHT to the CITY as required by necessary codes and regulations to serve the adjoining properties. MARMAC agrees to construct or cause to be constructed all necessary hook-ups and sewer stubs to property line adjoining the right-of-way created by the conveyance contemplated herein, which land is owned by the GOODNIGHTS. All hook-ups by the GOODNIGHTS or ASSIGNEES to said sewer and water lines shall be at no addition expense or City Assessments to the GOODNIGHTS or ASSIGNEES. The land to be served by the sewer and water lines contemplated herein shall be constructed in such a manner as to provide service to all adjoining property owners. Said property owners whose property is currently undeveloped shall upon future development within a fifteen (15) year period, pay a pro rata share of the cost of construction as determined by the City all in accordance with the provision of RCW 35.91.020, with the exception of GOODNIGHTS or ASSIGNEES whose connection to said utilities shall be at no additional cost.

Robert D. White

Date: February 31, 1985

STATE OF WASHINGTON) ss.
COUNTY OF SNOHOMISH)

On this day personally appeared before me James E. Hahn
James E. Hahn, to be known to be the Mayor 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.

Chapman & Long
Notary Public in and for the State
of Washington, residing at _____

Event 6-2 78201
Luskovich County



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