

202307180017

EASEMENT

Rec: \$416.00

7/18/2023 9:26 AM 1 of 10

SNOHOMISH COUNTY,  
WA**NO EXCISE TAX  
REQUIRED**

JUL 18 2023

After recording mail to:

Real Property Manager  
3200 Cedar Street  
Everett, WA 98201BRIAN SULLIVAN, Snohomish County Treasurer  
By BRIAN SULLIVAN EJCPermit # PW2005-02928041300201400

Tax Account Number

PTN. OF NW 1/4 Sec. 13, T. 28N., R. 4E. W.M.  
Legal Description**STORM DRAINAGE EASEMENT AND AGREEMENT FOR PUBLIC DISCHARGE TO PRIVATE  
FACILITY**

THIS STORM DRAINAGE EASEMENT AND AGREEMENT FOR PUBLIC DISCHARGE TO  
PRIVATE FACILITY (the "Agreement") made this 1<sup>st</sup> day of June,  
20 23, between Mountain View prop. NW Inc, hereinafter referred to as "Grantor," and the City  
of Everett, a municipal corporation under the laws of the State of Washington, hereinafter  
referred to as the "City."

**RECITALS**

A. Grantor is the fee owner of a certain parcel of real property legally described in  
Exhibit A attached hereto (the "Property"). Grantor is developing the Property. Part of

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Grantor's development is construction of a private stormwater facility that will receive stormwater discharge and runoff from the Property.

B. Grantor has requested, and the City has agreed, that in lieu of the Private Stormwater Facility receiving stormwater discharge and runoff from a portion of the Property, Grantor's Private Stormwater Facility will instead receive stormwater discharge and runoff from an equivalent area of certain public improvements, including a street, located adjacent to the Property. This means that Grantor's Private Stormwater Facility will receive stormwater discharge and runoff from portions of the Property, together with stormwater discharge and runoff from those public improvements.

C. Grantor will be solely responsible for operating, maintaining and repairing private stormwater facility as set forth below.

D. Grantor acknowledges that this Agreement benefits the Grantor's development project and is entered into at the Grantor's request.

#### EASEMENT AND AGREEMENT

In consideration of mutual benefits to be derived and the performance of the covenants, terms and conditions hereinafter set forth, Grantor and the City hereby agree as follows:

1. Definitions. In addition to the definitions in the Recitals above, the following terms are defined as follows:

A. "Public Discharge Area" is the area of public property and improvements as shown in the drawing attached as Exhibit B hereto, from which stormwater discharge and runoff will be directed into the Private Stormwater Facility.

B. "Property Discharge Area" is the area of Property from which stormwater discharge and runoff will be directed into the Private Stormwater Facility. The size and location

of the Property Discharge Area is as required by applicable laws, regulations and permits.

C. "Private Stormwater Facility" includes all Property improvements and portions of the Property necessary to convey, store, detain, treat or otherwise receive stormwater discharge and runoff from the Property Discharge Area and the Public Discharge Area.

2. Grant of Easement. Grantor hereby grants and conveys to the City a perpetual and assignable easement over, across, along, in, upon and under the Property, allowing stormwater from the Public Discharge Area to discharge and runoff into the Private Stormwater Facility. Grantor acknowledges and agrees that Grantor similar to all landowners has obligations under applicable law to accept runoff from neighboring properties, and accordingly the easement granted herein may not be strictly necessary. However, for the purposes of avoiding any doubt, Grantor is nevertheless granting the easement so that parties have clarity on the rights of the City to have stormwater from the Public Discharge Area discharge and runoff into the Private Stormwater Facility.

3. Maintenance and Operation of Private Stormwater Facility. As long as this Agreement is in effect, Grantor shall at Grantor's sole cost construct, operate, repair, replace and maintain the Private Stormwater Facility as necessary (A) to receive stormwater discharge and runoff from the Public Discharge Area, and (B) to convey, treat, store or detain all such stormwater discharge and runoff in accordance with all applicable laws, regulations and permits. This obligation includes without limitation:

A. Design and construction of the Private Stormwater Facility in accordance with all applicable law and permit requirements, including, for example, correctly designing the size and scope of the Private Stormwater Facility necessary to receive discharge and runoff from both the Property Discharge Area and the Public Discharge Area.

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B. Operation and maintenance of the Private Stormwater Facility in accordance with an approved Operation and Maintenance Manual, and permit requirements, including, without limitation, the maintenance and cleaning of stormwater facilities such as vaults or ponds on the Property.

C. At the end of its useful life, replacement of the Private Stormwater Facility or portions thereof with a new Private Stormwater Facility as needed in accordance with all then applicable laws and permit requirements.

4. Obligations are in Addition to Other Obligations. Grantor's obligations under this Agreement are in addition to any obligations that Grantor may have under applicable law and permits related to the Property and Grantor's development of the Property. By way of example and not limitation, (A) this Agreement does not lessen any obligation that Grantor may have to retain drainage courses crossing the Property and keep them free and open to pass stormwater discharge and runoff for other properties or for other future development and (B) this Easement does not lessen any obligation that Grantor has to control stormwater discharge and runoff from the Property or discharge and runoff that will be created by the development of the Property.

5. Compliance with Laws and Rules. Grantor shall comply with all environmental permits, rules and regulations, and any other applicable laws, rules, regulations or permits, whether federal, state, or municipal, relating to the Private Stormwater Facility.

6. Modification of Improvements in Public Discharge Area. Grantor acknowledges and agrees that the improvements within the Public Discharge Area may change from time to time. Such change does not affect any of Grantor's obligations or the City's rights under this Agreement.

6. No Warranty/Release. The City makes no warranty or representation to the Grantor regarding the quantity, quality or content of stormwater discharge or runoff from the

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Public Discharge Area. Any information provided to Grantor at any time by the City regarding quality, quantity or content of stormwater discharge or runoff from the Public Discharge Area is solely reference information for Grantor to use at Grantor's sole risk. No change in the quality, quantity or content of stormwater discharge or runoff from the Public Discharge Area shall release Grantor from any of Grantor's obligations under this Agreement. Grantor releases the City from, and waives all claims related to quantity, quality or content of stormwater discharge and runoff from the Public Discharge Area, including without limitation release and waiver of all claims relating to (A) flooding by stormwater from the Public Discharge Area or (B) sediment, contaminants, or pollution that may be included stormwater discharge or runoff from the Public Discharge Area.

8. Indemnity. Grantor shall release, indemnify, hold harmless, and defend the City and its officers, employees and agents from and against any and all liability, loss, damage, cost, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City or its officers, employees and agents in defense thereof, arising directly or indirectly out of this Agreement or the Private Stormwater Facility. This paragraph does not require Grantor to indemnify and hold harmless the City against liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the sole negligence of the City or its officers, employees and agents; provided, that if such liability is caused by or results from the concurrent negligence of (A) the Grantor or its agents, successors or assigns, and (B) the City or its officers, employees or agents, the foregoing indemnity shall be valid and enforceable to the extent permitted by law. The Grantor specifically and expressly waives any immunity under Industrial Insurance, Title 51 RCW, and acknowledges that this waiver has been mutually negotiated by the parties.

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9. Title. The Grantor represents and warrants to the City that Grantor is lawfully seized and possessed of the Property and Grantor has a good and lawful right and power to convey this Easement.

10. Assignment; Binding Effect. This Agreement and the conditions herein contained shall be covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, including any subsequent owners of the Property. This Easement is freely assignable by the City without the consent of Grantor.

11. Termination. The City may terminate this Agreement upon 30 days prior written notice to Grantor. Upon request of Grantor upon such termination, the City will execute a reasonable termination instrument provided by Grantor for recording.

12. Miscellaneous. This Easement shall be construed under and governed by the laws of the State of Washington. Any amendment of this Easement shall be binding only if evidenced in writing signed by the Mayor of the City and an authorized representative of Grantor. Either party's failure to enforce any provision hereof shall not constitute waiver thereof in any future instance. If any provision hereof is held to be unenforceable to any extent, such provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall continue in full force and effect. This Agreement shall constitute the entire agreement between the parties and any prior oral understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

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Executed as of the date first above written.

GRANTOR(S)

ROD KOON

President of Mntview prop. NW Inc

Title

Signature

Rod Koon

Printed Name

Unofficial Document

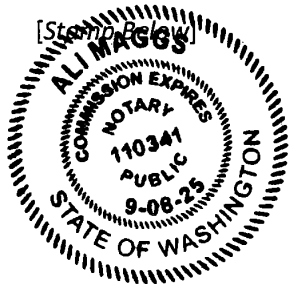
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON

} ss.

COUNTY OF SNOHOMISH

This record was acknowledged before me on June 1<sup>st</sup>, 2023 by  
Rod Koon as the president of Mntview prop NW  
a inc. / corp.



Signature

NOTARY PUBLIC in and for the State of Washington

My Commission  
Expires

9-8-2025

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Office of the City Attorney  
APPROVED AS TO FORM  
David C. Hall, City Attorney

CITY OF EVERETT

By: [Signature]Name: Cassie FranklinTitle: MayorATTEST: [Signature]

City Clerk

Unofficial Document

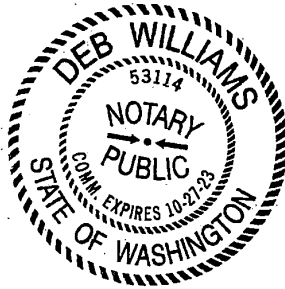
STATE OF WASHINGTON

COUNTY OF SNOHOMISH

} ss.

This record was acknowledged before me on July 8, 2023 by Cassie Franklin as the Mayor of the City of Everett, a Washington municipal corporation.

[Stamp Below]

[Signature]

Signature

NOTARY PUBLIC in and for the State of Washington

My Commission  
Expires10-27-23



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**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER  
OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 28 NORTH, RANGE 4  
EAST, W.M. RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE EAST 172 FEET THEREOF; AND

EXCEPT THE NORTH 350 FEET THEREOF; AND

EXCEPT THE SOUTH 25 FEET THEREOF FOR COUNTY ROAD;

(ALSO KNOWN AS PARCELS A, B AND C OF SNOHOMISH COUNTY SHORT  
SUBDIVISION NO SP 184 (7-75), RECORDED UNDER RECORDING NO 2405152).

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

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EXHIBIT B  
PUBLIC DISCHARGE AREA

