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Michael G. Fulbright, Esq.
Tousley, Brain, Reinhardtson & Block
Suite 1700
720 Olive Way
Seattle, Washington 98101 1861

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STORM DRAIN, LANDSCAPE, UTILITY
AND ACCESS EASEMENT AGREEMENT

THIS STORM DRAIN, LANDSCAPING, UTILITY AND ACCESS EASEMENT
AGREEMENT (this "Agreement"), made as of this 30th day of
November, 1986, is by and between THE LUTHERAN BIBLE
INSTITUTE OF SEATTLE, a Washington non profit corporation
("LBI"), SWANSON-DEAN CORPORATION, a Washington corporation
("SDC") and SISTERS OF ST. JOSEPH OF PEACE, HEALTH AND HOSPITAL
SERVICES, a Washington non-profit corporation ("HHS").

LBI, SDC and HHS own adjacent parcels of land in King
County, Washington portions of which are in a natural drainage
basin. LBI, SDC and HHS are parties to that certain Storm Drain
and Access Easement Agreement dated October 11, 1984 and recorded
under Instrument No. 8410250823 in the real property records of
King County, Washington (the "First Drainage Agreement"). The
parties have adjusted the lot lines of their respective property
and made certain conveyances to reflect the new lot lines, but
each of the parties continues to own property located within the
drainage basin.

The purpose of this Agreement is to supersede and replace
the First Drainage Agreement with a new agreement that reflects
the adjustments in lot lines and ownership and contains further
agreements as provided herein below.

For and in consideration of the mutual covenants herein
contained and other valuable consideration, receipt and
sufficiency of which is hereby acknowledged, the parties hereto
do hereby agree as follows:

1. Definitions.

"HHS Land" means the real property legally described on
Exhibit A attached hereto.

"LBI Land" means the real property legally described on
Exhibit B attached hereto.

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"SDC Land" means the real property legally described on Exhibit C attached hereto.

"Access Easement Area" means the portions of the HHS Land adjacent to 228th Avenue Southeast and legally described on Exhibit D attached hereto.

"Storm Detention Easement Area" means the portions of the SDC Land legally described on Exhibit E attached hereto.

"Drainage Catchment Area" means the portion of the HHS Land, the LBI Land and the SDC Land containing approximately 19.6 acres and located approximately as shown in the shaded area on the drawing attached hereto as Exhibit F.

"LBI Drainage Easement Area" means the portions of the HHS Land legally described on Exhibit G hereto.

"SDC Drainage Easement Area" means the portions of the HHS Land legally described on Exhibit H hereto.

"HHS Landscape, Access and Utility Easement Area" means the portion of the SDC Land legally described on Exhibit I hereto.

2. Access Easement. HHS hereby grants to SDC a non-exclusive appurtenant perpetual easement on, over and under the surface of the Access Easement Area for the purpose of installing roadway and associated improvements along the dedicated public street known as 228th Avenue Southeast as SDC sees fit and at SDC's sole cost.

3. Storm Detention Easement. SDC hereby grants the other parties hereto a non-exclusive appurtenant perpetual easement to use the surface and subsurface of the Storm Detention Easement Area, together with the right of access thereto at all times, for the purpose of using the storm drainage detention pond and related improvements which have been installed and shall be operated for the benefit of the Drainage Catchment Area as the dominant tenement. SDC and HHS both recognize the need to have coordinated signage in the Storm Detention Easement Area and, therefore, SDC and HHS each covenant and agree to use their best efforts and work together to achieve mutually agreeable signage in such area, the expense of which shall be borne by SDC and HHS as they may agree.

4. Detention Pond Construction, Operation and Maintenance. SDC, at its sole cost and expense, has installed a storm drain detention pond and related improvements for the benefit of itself, LBI and HHS. LBI and HHS do hereby agree to reimburse SDC for their respective shares of such operating and maintenance costs including any necessary replacement from time to time, pro rata in accordance with the portion of the Drainage Catchment Area on their respective properties. The parties hereto do hereby agree that since the Drainage Catchment Area contains

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approximate, 19.6 acres, 8.5 acres of which are on the SDC Land, 1.6 acres of which are on the LBI Land and 9.5 acres of which are on the HHS Land, all costs of operation and maintenance of the storm water retention pond and associated equipment, including replacement, shall be borne 43% by SDC, 8% by LBI and 49% by HHS. LBI and HHS shall reimburse SDC for amounts due it hereunder within 30 days of invoice accompanied by appropriate supporting data. If for any reason LBI or HHS, or both of them, should incur any reasonably necessary expense in connection with the operation or maintenance of the storm drain detention pond and related improvements in the Storm Detention Easement Area, ~~whether because of SDC's failure to perform or pay for such, or otherwise,~~ SDC, LBI and HHS agree to reimburse LBI or HHS, or both of them, as appropriate for its or their proportionate share of such expense within 30 days of invoice accompanied by appropriate supporting data.

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H.H.
G.M.
J.R.

5. HHS Detention Area Landscaping Easement. SDC hereby grants HHS a perpetual easement to install, maintain, operate and use, at the sole cost and expense of HHS, landscaping, fountains, walkways and related improvements in the Storm Detention Easement Area that do not in any way interfere with the operation and/or use of the storm drainage detention pond and related improvements and/or any signs installed therein by SDC pursuant to this Agreement. Except for the right reserved by SDC in connection with signage pursuant to Section 3 of this Agreement and for the rights reserved to SDC and LBI for storm drainage pursuant to this Agreement, ~~the~~ the easement granted HHS under this Section 5 is an exclusive easement. LBI hereby consents to the easement granted HHS under this Section 5. Neither SDC nor LBI shall have any personal or financial responsibility in connection with or arising out of any landscaping or other improvements installed, maintained, operated or used by HHS, or any of its employees, agents, contractors, guests or invitees pursuant to this Section 5, except for matters for which LBI or SDC, or both of them, are liable for because of their own acts, omissions or negligence.

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6. HHS Landscape, Access and Utility Easement. SDC hereby grants HHS a perpetual easement to use the HHS Landscape, Access and Utility Easement Area for purposes of installing, maintaining and using landscaping, fountains, walkways, private roadways, and utilities. SDC, however, reserves the right to install, maintain and use underground utility lines and related improvements in the HHS Landscape, Access and Utility Area, including, without limitation, storm drainage lines and related improvements that carry storm water runoff to the Storm Detention Easement Area. Except for the rights reserved by SDC in this Section 6 and except for the rights granted SDC under Section 8, the easement granted HHS under this Section 6 is an exclusive easement to use the HHS Landscape, Access and Utility Easement Area for the purposes set forth in this Section 6. SDC shall have no personal or financial responsibility in connection with or arising out of any landscaping, fountains, roadways or walkways, utilities or related improvements installed and/or used by HHS or any of its

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5. * AND EXCEPT FOR THE RIGHT HEREBY RESERVED BY SDC TO INSTALL, MAINTAIN, AND USE UNDERGROUND UTILITY LINES AND RELATED IMPROVEMENTS IN THE STORM DETENTION EASEMENT AREA WHICH DO NOT INTERFERE WITH THE OPERATION AND USE OF THE STORM DETENTION POND AND RELATED IMPROVEMENTS.

employees, contractors, agents, guests, or invitees pursuant to this Section 6, except for the acts, omissions, or negligence of SDC.

7. LBI Drainage Easement. HHS hereby grants LBI an easement over the LBI Drainage Easement Area to install and maintain storm drainage pipes and related improvements for the purposes of carrying storm water runoff from the portion of the Drainage Catchment Area located on the LBI Land to the Storm Detention Easement Area. HHS also grants LBI the right to connect to and use any storm water drainage system located or constructed on LBI drainage Easement Area; provided that if LBI's connection to any such system requires an increase in capacity to accommodate the connection, LBI shall modify the system to add the needed capacity at LBI's sole cost and expense, and in such a manner as to not interfere with the landscaping and fountain provided by HHS.

8. SDC Drainage Easement. HHS hereby grants SDC an easement over the SDC drainage Easement Area to install and maintain storm drainage pipes and related improvements for purposes of carrying storm water runoff from portions of the Drainage Catchment Area located on the SDC Land to the Storm Detention Easement Area. HHS also grants SDC the right to connect to and use any storm water drainage systems located or constructed on the SDC Drainage Easement Area and/or the Landscape, Access and Utility Easement Area; provided that if SDC's connection to any such system requires an increase in capacity to accommodate the connection, SDC shall modify the system to add the needed capacity at SDC's sole cost and expense, and in such a manner as to not interfere with the landscaping and fountain provided by HHS.

9. Detention Pond Capacity. If any party hereto constructs improvements upon the portions of its property located in the Drainage Catchment Area (other than the currently contemplated construction by HHS of an assisted living facility) which require increases in the capacity of the detention pond and/or other related improvements constructed by SDC, such party shall bear all costs and expenses involved in increasing such capacity and shall restore any landscaping or other improvements to the Storm Detention Easement Area resulting from any activities related to increases in such capacity.

10. Run With Land. The easements created hereby shall run with the land and bind the Storm Detention Landscaping, Access and Utility Easement Area, the LBI Drainage Easement Area and the SDC Drainage Easement Area. The easement granted by Section 3 is for the benefit of the LBI Land, the SDC Land and the HHS Land as the dominant tenements. The easements granted by Sections 2 and 8 are for the benefit of the SDC Land as the dominant tenement. The easements granted by Sections 5 and 6 are for the benefit of the HHS Land as the dominant tenement. The easement granted by

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Section 8 is for the benefit of the LBI Land as the dominant tenement.

11. [Intentionally Omitted.]

12. Effect on First Drainage Agreement. Effective immediately upon the recording of a fully executed copy of this Agreement in the real property records of King County, Washington, the First Drainage Agreement shall terminate and be of no further force or effect whatsoever.

13. Assignability. The rights and obligations of each of the parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

14. Notices. Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or three days after being deposited in the United States Mail, in registered or certified form, return receipt requested, addressed as follows:

To LBI: The Lutheran Bible Institute
 of Seattle
 Providence Heights
 Issaquah, Washington 98027
 Attn: President

To SDC: Swanson-Dean Corporation
 2100 112th Avenue NE
 Bellevue, Washington 98004
 Attn: President

To HHS: Sisters of St. Joseph of
 Peace, Health and Hospital
 Services
 1715 - 114th Avenue SE
 Seattle 110
 Bellevue, Washington 98004
 Attn: President

or to such other single address and person as either party may communicate to the other by like written notice, a copy of which is recorded in the Official Records of King County, Washington and also refers to the recording data of this instrument.

15. Attorneys' Fees. In the event of litigation between the parties hereto, declaratory or otherwise, in connection with this Agreement, the non-prevailing party shall pay the costs thereof and attorneys' fees actually incurred by the prevailing party, which shall be determined and fixed by the court as part of the judgment. The parties covenant and agree that they intend by this Section to compensate for attorneys' fees actually incurred by the prevailing party to the particular attorneys involved at

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such attorneys' then normal hourly rates and that this Section 15 shall constitute an instruction to the court that such rate or rates shall be deemed reasonable.

16. Miscellaneous. This Easement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter hereof. No amendment of our supplement to this Easement shall be valid or effective unless executed by the parties hereto, or their respective successors and assigns and recorded in the Records of King County, Washington; provided that amendments of Sections 2, 6, 7 and 8 hereof shall only require execution by the then owners of the property subject of and the property benefitted by the easement granted by the Section or Sections being amended.

17. Consents. The third parties named in Exhibit J attached hereto, for themselves and each of their respective successors and assigns, executing the said Exhibit J, thereby consent to the easements herein granted and agree that both of such easements shall be senior to any and all interests any of them may have in and to the LLI Land, the SDC Land or the HHS Land.

THE LUTHERAN BIBLE INSTITUTE
OF SEATTLE, a Washington
nonprofit corporation

By [Signature]
Its CHAIRMAN
By Dean E. Davidson
Its SECRETARY
SWANSON-DEAN CORPORATION, a
Washington corporation

By [Signature]
Its CHAIRMAN

SISTERS OF ST. JOSEPH OF PEACE,
HEALTH AND HOSPITAL SERVICES, a
Washington nonprofit
corporation

By [Signature]
Its President

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STATE OF WASHINGTON)
)
COUNTY OF KING)

On this day personally appeared before me James Resmiller
Charles Robinson, to be known to be the Chairman
Secretary of THE LUTHERAN BIBLE INSTITUTE OF
SEATTLE, 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.

Given under my hand and official seal this 27th day
of May, 1986.

Patricia J. Lusk
Notary Public in and for the
State of Washington, residing
at Rickland

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this day personally appeared before me _____
Edward Dean Jr., to be known to be the _____
Chairman of SWANSON-DEAN 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.

Given under my hand and official seal this 27th day
of May, 1986.

Patricia J. Lusk
Notary Public in and for the
State of Washington, residing
at Rickland

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STATE OF WASHINGTON)
)
COUNTY OF KING)

On this day personally appeared before me
Yang M. Mendoza, to be known to be the
President, of SISTERS OF ST. JOSEPH OF PEACE, HEALTH
AND HOSPITAL SERVICES, 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.

Given under my hand and official seal this 20th day
of May, 1986.

Patricia J. Linton
Notary Public in and for the
State of Washington, residing
at Richland

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EXHIBIT J

UNIVERSITY FEDERAL SAVINGS BANK

By *[Handwritten Signature]*

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