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Russell F. Tousley, Esq.  
Haggard, Tousley & Brainin  
Suite 1700  
720 Olive Way  
Seattle, Washington 98101-1861

STORM DRAIN AND ACCESS EASEMENT AGREEMENT

THIS STORM DRAIN AND ACCESS EASEMENT AGREEMENT (this "Agreement"), made as of this 11<sup>th</sup> day of October, 1984, 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 and public charity ("HHS").

LBI, SDC and HHS own adjacent parcels of land in King County, Washington portions of which are in a natural drainage basin. The purpose of this Agreement is to document the agreement of the parties in connection with (i) installation of a storm drainage detention pond on a portion of LBI's property which will benefit portions of LBI's, SDC's and HHS's respective properties, and (ii) an access easement.

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.

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

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

"Storm Drain Easement Area" means the portion of the LBI Land legally described on Exhibit E attached hereto.

"Drain Field 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.

2. Grant of Access Easement. LBI 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 its entire cost.

3. Grant of Storm Drain Easement. LBI hereby grants unto SDC and HHS a non-exclusive appurtenant perpetual easement to use the surface and subsurface of the Storm Drain Easement Area, together with the right of access thereto at all times, for the purpose of constructing a storm drainage retention pond and related improvements which shall be installed and operated for the benefit of the Drain Field Area as the dominant tenement.

4. Drain Field Construction, Operation and Maintenance. SDC, at its sole cost and expense, shall install the storm drain retention pond and related improvements, in the Storm Drain Easement Area. After completion of such construction and installation, SDC shall thereafter fully and completely operate and maintain such 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 Drain Field Area on their respective properties. The parties hereto do hereby agree that since the Drain Field Area contains approximately 19.6 acres, 10.7 acres of which are on the SDC Land, 4.7 acres of which are on the LBI Land and 4.2 acres of which are on the HHS Land, and that accordingly, all costs of operation and maintenance of the storm water

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retention pond and associated equipment, including replacement, shall be borne 54.6% by SDC, 24.0% by LBI and 21.4% by HHS. LBI and HHS shall reimburse SDC for amounts due it hereunder within 30 days of invoice accompanied by appropriate supporting data.

5. Run With Land. The easements created hereby shall run with the land and bind the Storm Drain Easement Area and the Access Easement Area for the benefit of the SDC Land and the HHS Land as the dominant tenements.

6. Dedication. LBI agrees, promptly upon request and without additional consideration, to convey fee title to the Access Easement Area or the Storm Drain Easement Area to King County or other governmental agency willing to take title thereto provided that upon such conveyance the parties hereto shall thereafter have no personal responsibility for maintaining any improvements in, on or about the Access Easement Area or the Storm Drain Easement Area, as the case may be.

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

8. 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

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To HHS: Sisters of St. Joseph of  
Peace, Health and Hospital  
Services  
1715 - 114th Avenue SE  
Suite 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.

9. 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 such attorneys' then normal hourly rates and that this Section 9 shall constitute an instruction to the court that such rate or rates shall be deemed reasonable.

10. 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 or 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.

11. Consents. The third parties named in Exhibit G attached hereto, for themselves and each of their respective successors and assigns, executing the said Exhibit G, thereby consent to the easements herein granted and agree that both of such easements shall be

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senior to any and all interests any of them may have in and to the LBI Land, the SDC Land or the HHS Land.

THE LUTHERAN BIBLE INSTITUTE OF SEATTLE, a Washington nonprofit corporation

BY C. Jack Eichholtz

SWANSON-DEAN CORPORATION, a Washington corporation

BY P. Edward Dean, PRES.

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

BY [Signature]

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me C. Jack Eichholtz, to me known to be the President, 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 5<sup>TH</sup>  
day of October, 1984.

Jack R. Jensen  
Notary Public in and for the  
State of Washington, residing  
at Redmond

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me \_\_\_\_\_  
P. EDWARD DEAN, JR., to me known to be  
the PRESIDENT, 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 use 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 5<sup>th</sup>  
day of October, 1984.

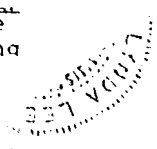
Lynda L. Jensen  
Notary Public in and for the  
State of Washington, residing  
at Bellvue

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me \_\_\_\_\_  
Terry L. Kukuk, to me known to be  
the vice-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

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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 11<sup>th</sup> day of October, 1984.

[Signature]  
Notary Public in and for the  
State of Washington, residing  
at [Address]

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EXHIBIT A

Legal Description of RRS Land

Lot 2 and Lot 3 according to short plat  
No. 983051 recorded December 29, 1983 as  
Instrument No. 8312299001 in the Division of  
Records and Elections of King County, Washington.

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EXHIBIT B  
Legal Description of LBI Land

That portion of the southeast quarter of the southeast quarter of Section 9, Township 24 North, Range 6 East, W. M., in King County, Washington, described as follows:

Commencing at the southeast corner of said Section 9;  
thence along the south line thereof N.88°28'02"W. 30.00 feet to the westerly margin of 228th Avenue S.E. and the true point of beginning;  
thence continuing along said south line N.88°28'02"W. 512.49 feet;  
thence N.46°34'56"E. 582.03 feet;  
thence S.86°32'49"E. 100.00 feet to said westerly margin of 228th Avenue S.E.; thence along said westerly margin S.01°27'13"W. 411.35 feet to the true point of beginning.

Together with that portion of the northeast quarter of Section 16, Township 24 North, Range 6 East, W.M., in King County, Washington described as follows:

Commencing at the northeast corner of said Section 16;  
thence along the north line thereof N.88°28'02"W. 30.00 feet to the westerly margin of 228th Avenue SE and the true point of beginning;  
thence continuing along said north line N.88°28'02"W. 542.49 feet;  
thence S.46°34'56"W. 305.30 feet to a point on a curve, the center of said curve bears S.27°12'21"E. 62.00 feet;  
thence southwesterly along said curve to the left through a central angle of 10°53'42" an arc distance of 11.43 feet to a point of tangency;  
thence S.52°13'57"W. 1214.30 feet;  
thence S.37°45'03"E. 871.00 feet;  
thence N.52°13'57"E. 500.00 feet;  
thence S.37°46'03"E. 541.55 feet to a point of curve;  
thence on a curve to the left having a radius of 160.00 feet through a central angle of 77°43'17" an arc distance of 217.04 feet to a point of tangency;  
thence N.64°30'40"E. 90.86 feet to a point of curve;  
thence easterly along said curve to the right having a radius of 190.25 feet through a central angle of 26°13'52" an arc distance of 87.10 feet to a point on a curve on the westerly margin of 228th Avenue S.E. as conveyed to King County by deed recorded under receiving No. 7110210313 records of said county; said point being a point on a curve, the center of which bears N.76°39'59"W. 803.00 feet distant;  
thence northerly along said westerly margin of 228th Avenue S.E. to the true point of beginning.

Together with that South 200 feet of the North 300 feet of the East half of the Northeast quarter of the Northeast quarter of the Southeast quarter of Section 9, Township 24 North, Range 6 East, W.M., in King County, Washington, except the East 30 feet conveyed to King County for road 228th Avenue Southeast by deed recorded under Auditor's File No. 4939948.

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EXHIBIT C

Legal Description of SDC Land

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THE NORTH 400.00 FEET IN WIDTH OF THE EAST 690 FEET IN WIDTH;

ALSO EXCEPT THE SOUTH 435.00 FEET IN WIDTH OF THE NORTH 835.00 FEET IN WIDTH OF THE EAST 330.00 FEET IN WIDTH;

ALSO EXCEPT THE EAST 30.00 FEET OF SAID SUBDIVISION;

ALSO EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;  
THENCE ALONG THE EAST LINE THEREOF  $N01^{\circ}27'13''E$  327.57 FEET TO THE SOUTH LINE OF THE NORTH 400.00 FEET OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;  
THENCE ALONG SAID SOUTH LINE  $N88^{\circ}27'26''W$  330.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE  $S01^{\circ}27'13''W$  435.00 FEET;  
THENCE  $N88^{\circ}27'26''W$  175.00 FEET;  
THENCE  $N59^{\circ}58'51''W$  414.48 FEET;  
THENCE  $N30^{\circ}00'00''E$  270.00 FEET;  
THENCE  $S88^{\circ}27'26''E$  410.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;  
THENCE ALONG THE SOUTH LINE THEREOF  $N88^{\circ}28'02''W$  30.00 FEET TO THE WESTERLY MARGIN OF 228TH AVENUE S.E. AND THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID SOUTH LINE  $N88^{\circ}28'02''W$  512.49 FEET;  
THENCE  $N46^{\circ}34'56''E$  582.03 FEET;  
THENCE  $S88^{\circ}32'49''E$  100.00 FEET TO SAID WESTERLY MARGIN OF 228TH AVENUE S.E.;  
THENCE ALONG SAID WESTERLY MARGIN  $S01^{\circ}27'13''W$  411.35 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16;  
THENCE  $N88^{\circ}28'02''W$  ALONG THE NORTH LINE OF SAID SECTION 16 A DISTANCE OF 542.49 FEET TO THE POINT OF BEGINNING; THENCE  $S46^{\circ}34'56''W$  305.33 FEET TO A POINT ON A CURVE, THE CENTER OF SAID CURVE BEARS  $S27^{\circ}12'21''E$  62.00 FEET;  
THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $10^{\circ}33'42''$  AN ARC DISTANCE OF 11.43 FEET TO A POINT OF TANGENCY;  
THENCE  $S52^{\circ}13'57''W$  1214.30 FEET;  
THENCE  $S37^{\circ}46'03''E$  871.00 FEET;

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THENCE N52°13'57"E 500.00 FEET;  
 THENCE S37°46'03"E 541.55 FEET TO A POINT OF CURVE;  
 THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET THROUGH A CENTRAL  
 ANGLE OF 77°43'17" AN ARC DISTANCE OF 217.04 FEET TO A POINT OF TANGENCY;  
 THENCE N64°30'40"E 90.86 FEET TO A POINT OF CURVE;  
 THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 190.25 FEET  
 THROUGH A CENTRAL ANGLE OF 26°13'52" AN ARC DISTANCE OF 87.10 FEET TO A POINT  
 ON A CURVE ON THE WESTERLY MARGIN OF 228TH AVENUE S.E. AS CONVEYED TO KING  
 COUNTY BY DEED RECORDED UNDER RECEIVING NO. 7110210313 RECORDS OF SAID COUNTY;  
 SAID POINT BEING A POINT ON A CURVE THE CENTER OF WHICH BEARS N76°39'59"W  
 808.00 FEET DISTANT;  
 THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG SAID MARGIN AND THE  
 NORTHERLY MARGIN OF S.E. 43RD WAY ALONG SAID CURVE TO THE RIGHT THROUGH A  
 CENTRAL ANGLE OF 87°59'49" AN ARC DISTANCE OF 1240.96 FEET TO A POINT OF  
 TANGENCY;  
 THENCE CONTINUING ALONG SAID MARGIN BY THE FOLLOWING COURSES AND DISTANCES:  
 N76°39'57"W 945.67 FEET TO A POINT OF CURVE;  
 THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1458.00 FEET THROUGH A  
 CENTRAL ANGLE OF 29°51'27" AN ARC DISTANCE OF 759.78 FEET TO A POINT OF  
 TANGENCY;  
 THENCE N48°48'30"W 61.08 FEET TO THE WEST LINE OF SAID SUBDIVISION;  
 THENCE N01°34'44"E ALONG SAID WEST LINE 1863.45 FEET TO THE NORTHWEST CORNER  
 OF SAID SUBDIVISION;  
 THENCE S88°28'02"E 2110.53 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THAT PORTION  
 OF THE SOUTH HALF OF THE NORTHEAST QUARTER, ALL IN SECTION 16, TOWNSHIP 24  
 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF THE  
 SOUTHERLY MARGIN OF S.E. 43RD WAY AS CONVEYED TO KING COUNTY BY DEED RECORDED  
 UNDER RECEIVING NO. 7110210313.

EXCEPT THE EAST 30 FEET THEREOF FOR 228TH AVENUE S.E.

EXHIBIT D

Legal Description of Access Easement Area

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;  
THENCE ALONG THE SOUTH LINE OF SAID SECTION 9 N88°28'02"W 30.00 FEET TO THE WESTERLY MARGIN OF 228TH AVE. S.E. AND THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID SOUTH LINE OF SECTION 9 N88°28'02"W 12.00 FEET;  
THENCE N01°27'13"E 411.33 FEET TO THE SOUTHERLY LINE OF LOT 1 OF KING COUNTY SHORT PLAT NO. 983051 RECORDED DECEMBER 29, 1983 UNDER KING COUNTY RECORDING NO. 8312299001;  
THENCE CONTINUING ALONG SAID SOUTHERLY LINE S88°32'49"E 12.00 FEET TO SAID EASTERLY MARGIN OF 228TH AVE. S.E.;  
THENCE ALONG SAID EASTERLY MARGIN S01°27'13"W 411.35 FEET TO THE TRUE POINT OF BEGINNING.

TOTAL EASEMENT AREA CONTAINS 0.11 ACRES, MORE OR LESS.

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EXHIBIT E

Legal Description of Storm Drain Easement Area

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. IN KING COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;  
THENCE ALONG THE SOUTH LINE OF SAID SECTION 9 N88°28'02"W 30.00 FEET TO THE WESTERLY MARGIN OF 228TH AVE. S.E.;  
THENCE CONTINUING ALONG SAID SOUTH LINE OF SAID SECTION 9 N88°28'02"W 12.00 FEET;  
THENCE N01°27'13"E 211.33 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE N88°32'49"W 83.00 FEET;  
THENCE N28°26'43"W 150.38 FEET TO THE SOUTHERLY LINE OF LOT 1 OF KING COUNTY SHORT PLAT NO. 983051 RECORDED DECEMBER 29, 1983 UNDER KING COUNTY RECORDING NO. 8312299001;  
THENCE CONTINUING ALONG SAID SOUTHERLY LINE N46°34'56"E 98.71 FEET;  
THENCE CONTINUING ALONG SAID SOUTHERLY LINE S88°32'49"E 88.00 FEET;  
THENCE S01°27'13"W 200.00 FEET TO THE TRUE POINT OF BEGINNING.

TOTAL EASEMENT AREA CONTAINS 0.56 ACRES, MORE OR LESS.

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EXHIBIT F

Approximate Location of Drain Field Area

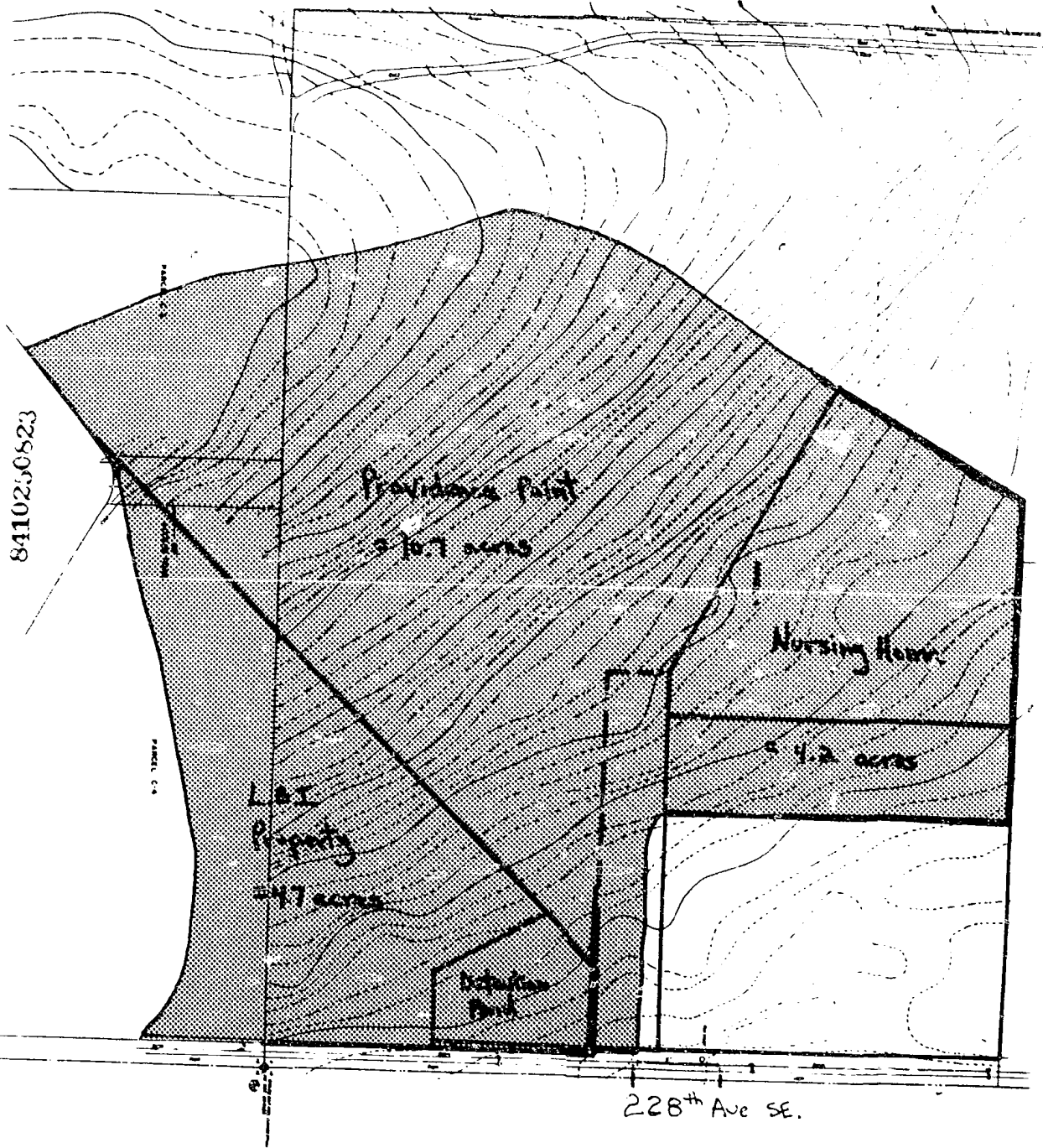


EXHIBIT G

UNIVERSITY FEDERAL SAVINGS BANK

By Donald S. Bergquist

PRUDENTIAL BANK, F.S.B.

By Michael S. Cox  
VICE PRESIDENT

SISTERS OF PROVIDENCE - PARISEAU  
ASSOCIATION  
a not-for-profit corporation

By Anita Butler, S.P.

SWANSON-DEAN CORPORATION  
a Washington corporation

By V. Larry Smith, PRES.

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