

After recording mail to
Snohomish County
Property Management
3000 Rockefeller Avenue M/S 404
Everett, WA 98201

**NO EXCISE TAX
REQUIRED**

JUN 03 2005

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI



200506030657 14 PGS
06-03-2005 02:12pm \$51.00
SNOHOMISH COUNTY, WASHINGTON

LEACHATE AND SEWER EASEMENT AND AGREEMENT

CHICAGO

5301766

W O. #

GRANTOR: Snohomish School District No 201

GRANTEE: Snohomish County, a political subdivision of the State of Washington

LEGAL:

Abbreviated form PTNS NWQ and SWQ 35-28-5
Additional legal at Exhibit A

TAX ACCOUNT PARCEL ACCOUNT # 280535-002-005-00, 280535-003-003-00, 280535-003-002-00, 280535-003-001-00, 280535-003-008-00, 280535-003-007-00

Reference Nos of Related Documents

N/A

This Leachate and Sewer Easement and Agreement ("Agreement") is made the 3rd day of June, 2005, between SNOHOMISH SCHOOL DISTRICT NO 201, a Washington political subdivision (hereinafter referred to as "District") and the SNOHOMISH COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County")

- 1 Grant of Easement The District owns certain real property described on the attached Exhibit A ("District Property") Subject to the following terms and conditions that the County hereby promises to faithfully and fully observe and perform and for and in consideration of Ten and No/100 Dollars (\$10 00) and other good and valuable consideration, the District does hereby grant and convey to the County, a permanent easement, including the perpetual right to enter, at any time that it may deem reasonably necessary to construct, maintain, repair and operate a sanitary sewer and leachate line over, across, through and under that certain portion of the District Property depicted on the attached Exhibit B ("Easement Area"), together with the right to excavate and refill ditches and trenches for the location of pipelines and mains, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and mains
- 2 County's Use and Activities
The County acknowledges that the District plans to develop the District Property for use as a school site The County shall exercise its rights under this Agreement so as to minimize and avoid, insofar as possible, interference with the District's use of the District Property, and shall at all times conduct the activities permitted in the Easement Area so as not to interfere with, obstruct or endanger the District's improvements, facilities, equipment, materials and utilities existing now or in the future ("Improvements") on the District Property County shall install and maintain at its own expense any improvements and conduct any leachate, sewer and appurtenances maintenance and repair activity on

the Easement Area in a lien free, good and workman like manner that will protect the District's Improvements and prevent hazardous conditions and interruptions to the District's Improvements

County shall, at its expense, conform to all applicable laws, regulations, permits or requirements of any public authority affecting the Easement Area and the use thereof

3 Coordination of Activities

County shall provide the District with at least five (5) days advanced written notice of the proposed dates of any maintenance and/or repair activities on Easement Area. The County shall coordinate its activities with those of the District if deemed necessary by the District to minimize conflicts, insure protection to each party's facilities, prevent hazardous conditions, or minimize interruption of the District's Improvements. In the event of an emergency requiring immediate action by the County for the protection of its improvements or other persons or property, the County may take such action upon notice to District as is reasonable under the circumstances

4 Permission

Before the County may install or modify the leachate and sewer line and appurtenances within the Easement Area, the County shall acquire all necessary permits and comply with all requisite laws and regulations. Upon completion of such repair and maintenance, the County shall remove all debris and restore the ground surface as nearly as possible to the condition in which it was immediately prior to the commencement of such installation, repair and maintenance

5 Damages

Any District property damaged or destroyed by the County as a result of it exercising the privileges herein granted shall be repaired or replaced promptly by the County to the satisfaction of the District. The County shall pay the cost of any reconstruction, replacement, repair, alteration, restoration or any other changes to the District's Improvements that the District reasonably deems necessary as a result of the construction, use or maintenance of County's improvements on District Property. As used in this paragraph, "cost" means all direct or indirect costs for materials, labor and services used to perform work as described in this paragraph, including the cost of any equipment

6 Non-Exclusive

This easement granted in this Agreement shall not be deemed an exclusive one nor shall the District be prohibited from granting permission to others to occupy portions of the premises

The District reserves the right to use the premises for purposes that will not interfere with the County's full enjoyment of the rights herein conveyed

7 Indemnification and Hold Harmless Clause

Except as otherwise provided in this paragraph, the County hereby agrees to defend and indemnify the District from any and all Claims arising out of, in connection with, or incident to the act, error, omission, conduct, inaction or negligence of the County (or its employees, agents, representatives, contractors, and subcontractors/sub-consultants) relating to this Agreement or the County's use of the Easement Area. The County is obligated to hold harmless, defend and indemnify the District under this paragraph whether a Claim is asserted directly against the District or for a Claim that is asserted against someone else who then seeks contribution or indemnification from the District. The County's duty to hold harmless, defend and indemnify pursuant to this paragraph is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the County. The scope of the County's duty to hold harmless, defend and indemnify the District does not extend to Claims caused solely or to the extent caused by the negligence of the District. If (1) RCW 4 24 115 applies to a particular Claim, and (2) the bodily injury or damage to property for which the County is to indemnify the District is caused or results from the concurrent negligence of (a) the County, its employees, agents, representatives, contractors or subcontractors/sub-consultants and (b) the District, then the County's duty to indemnify shall be valid and enforceable only to the extent allowed by RCW 4 24 115. Solely and expressly for the purpose of its duties to indemnify, hold harmless and defend the District, the County specifically waives any immunity it may have under the State Industrial Insurance

Law, Title 51 RCW The County recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4 24 115 and was the subject of mutual negotiation As used in this paragraph (1) "District" includes the District's officers, elected officials, employees, agents, and representatives and (2) "Claims" includes, but is not limited to any and all losses, claims, demands, expenses (including, but not limited to, attorneys' fees and costs and litigation expenses), suits, judgments, or damage, irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages If, and to the extent, the County employs or engages contractors, consultants, sub-consultants or subcontractors to work in the Easement Area, then the County shall ensure that each such contractor consultant, sub-consultant and subcontractor (and subsequent tiers of sub-consultants and subcontractors) shall expressly agree to hold harmless, defend and indemnify the District to the extent and on the same terms and conditions as the County pursuant to this paragraph

Except as otherwise provided in this paragraph, the District hereby agrees to defend and indemnify the County from any and all Claims arising out of, in connection with, or incident to the negligence of the District (or its employees, agents, representatives, contractors, and subcontractors/sub-consultants) relating to this Agreement or the District's use of the Easement Area The District is obligated to hold harmless, defend and indemnify the County under this paragraph whether a Claim is asserted directly against the County or for a Claim that is asserted against someone else who then seeks contribution or indemnification from the County The District's duty to hold harmless, defend and indemnify pursuant to this paragraph is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the District The scope of the District's duty to hold harmless, defend and indemnify the County does not extend to Claims caused solely or to the extent caused by the negligence of the County If (1) RCW 4 24 115 applies to a particular Claim, and (2) the bodily injury or damage to property for which the District is to indemnify the County is caused or results from the concurrent negligence of (a) the District, its employees, agents, representatives, contractors or subcontractors/sub-consultants and (b) the County, then the District's duty to indemnify shall be valid and enforceable only to the extent allowed by RCW 4 24 115 Solely and expressly for the purpose of its duties to hold harmless, indemnify and defend the County, the District specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW The District recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4 24 115 and was the subject of mutual negotiation As used in this paragraph (1) "County" includes the County's officers, elected officials, employees, agents, and representatives and (2) "Claims" includes, but is not limited to any and all losses, claims, demands, expenses (including, but not limited to, reasonable attorneys' fees and costs and litigation expenses), suits, judgments, or damage, irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages If, and to the extent, the District employs or engages contractors, consultants, sub-consultants or subcontractors to work in the Easement Area, then the District shall ensure that each such contractor consultant, sub-consultant and subcontractor (and subsequent tiers of sub-consultants and subcontractors) shall expressly agree to hold harmless, defend and indemnify the County to the extent and on the same terms and conditions as the District pursuant to this paragraph

8 Access

County shall maintain and use at its sole cost and expense its improvements and continuous access to the Easement Area in such a fashion as to accommodate and support vehicular travel, including travel by cranes and trucks with heavy loads

9 Refuse, Waste and Hazardous Substances

(a) Refuse County shall not make, or suffer to be made, any filling in of the Easement Area or any deposit or rock, earth, ballast, refuse, garbage, waste matter (including chemical, biological, or toxic wastes), hydrocarbons, any other pollutants, or other matter within or upon the Easement Area

(b) Waste At all times during the term of this Agreement, the County shall neither commit nor suffer waste to be committed to the Easement Area

(c) Hazardous, Toxic or Harmful Substances

1 County shall not keep, use, dispose, transport, generate, and/or sell on or about the Easement Area any substances now or hereinafter designated as, and/or containing components now or hereinafter designated as, and/or that are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state, or local law, regulation, statute, or ordinance, including but not limited to the Resource Conservation and Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendments and Re-authorization Act of 1986, and the Washington Model Toxic Control Act (hereinafter collectively referred to as "Hazardous Substances"), in violation of any law, regulation, statute, or ordinance

10 Notices

All notices to be given by the parties hereto shall be in writing and may either be served personally or may be deposited in the United States mail, postage prepaid, by either registered or certified mail, and if to be given to the County, shall be addressed to the County at

Snohomish County
Department of Public Works
Solid Waste Division
3000 Rockefeller Avenue M/S 607
Everett, WA 98201

or if to be given to the District, shall be addressed to the District at

Snohomish School District No 201
1601 Avenue D
Snohomish, WA 98290
Attn Superintendent

All notices shall be effective upon the earlier of personal delivery or three (3) days after being mailed. Either party may change the address to which notices may be given by providing notice as stated in this section.

11 Assignment

The County shall have the right to assign and transfer its easement rights under this Agreement to the Silver Lake Water District without the District's prior written consent using the easement form attached as Exhibit C, or some other form acceptable to the District and the Silver Lake Water District. Upon such assignment and transfer to the Silver Lake Water District, this Agreement shall terminate. The County shall not have the right to assign the rights and obligations under this Agreement to any other person or entity without the District's prior written consent, which shall not be unreasonably withheld.

12 Covenant Running with the Land/Successors

To the extent not inconsistent with Section 11 above, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns. The easements and the terms of the Agreement contained herein shall be deemed covenants running with the land and shall inure to the benefit of and shall be binding upon the respective grantees, successors, and assigns of the Grantor and Grantee.

13 Venues

It is agreed that venue for any lawsuit arising out of this Agreement shall be in Snohomish County, Washington.

14 Time of Essence

Time is of the essence of this Agreement. The failure of a party to insist upon a strict performance of any of the terms, conditions and covenants herein or to exercise any remedy available to it will not be

deemed a waiver of any rights or remedies that said party may have and will not be deemed a waiver of any subsequent breach or default in terms, conditions and covenants herein contained

15 Severability

If any term or provision of this Agreement or the application thereof to any person or circumstances will to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each remaining term of this Agreement will be valid and be enforced to the extent permitted by law

16 Modification

Any modification of this Agreement must be in writing and signed by the parties County and District shall not be bound by any oral representations or statements

17 Attorneys' Fees

If either party brings an action to enforce the terms of this Agreement, in any such action the prevailing party shall be entitled to an award of its attorneys' fees and costs Said attorneys' fees and costs shall include, without limitation, costs and attorneys' fees incurred in any appeal or in any proceedings under any present or future federal bankruptcy, forfeiture or state receivership or similar law

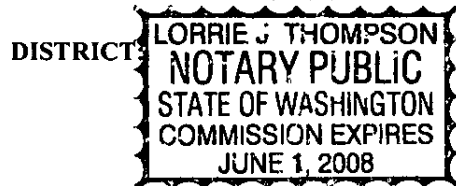
18 Survival

All terms, conditions, indemnifications and agreements of Paragraphs 7, 9 and 17 shall survive termination of this Agreement

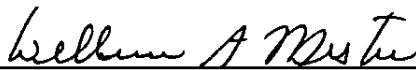
19 Entire Agreement/Governing Law:

This Agreement contains all of the provisions pertaining to any matters referenced in it and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose and shall be construed in accordance with the laws of the State of Washington

Executed on the date herein set forth



SNOHOMISH SCHOOL DISTRICT NO. 201

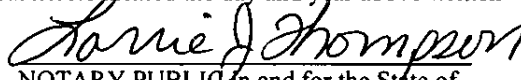
By: 
Dr. William A. Mester
Superintendent

K147148\00001\AWH\AWH_A216I

STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

On this 3 day of June, 2005, before me the undersigned, personally appeared Dr William A Mester, to me known to be the Superintendent of the SNOHOMISH SCHOOL DISTRICT NO 201 that executed the foregoing instrument, and acknowledged 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 he is authorized to execute the said instrument

WITNESS my hand and official seal hereto affixed the day and year above written


NOTARY PUBLIC in and for the State of
Washington residing at Snohomish
My commission expires 6-1-2008

COUNTY:

SNOHOMISH COUNTY

By: Cherie Hutchins
CHERIE HUTCHINS
FOR SNOHOMISH COUNTY, EXECUTIVE

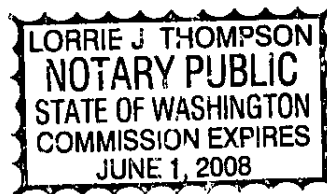
STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

On this 3 day of June, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cherie Hutchins, Snohomish County Property to me known to be the said instrument to be for the uses and purposes therein mentioned, and signed said instrument on behalf of Snohomish County as its free and voluntary act and deed

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

* OFFICER WITH
The Property
MANAGEMENT
DIVISION FOR **

Lorrie J Thompson
NOTARY PUBLIC in and for the State of
Washington residing at Snohomish
My commission expires 6-1-2008



APPROVED AS TO FORM

Prosecuting Attorney

EXHIBIT A

Legal Description of District Property

PARCEL A

THAT PORTION OF THE EAST HALF OF THE WEST HALF OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST, W M , RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35,
THENCE NORTH 88°24'08" WEST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 2644 32 FEET TO THE SOUTH QUARTER SECTION CORNER,
THENCE NORTH 01°14'24" EAST ALONG THE NORTH - SOUTH CENTERLINE OF SAID SECTION, A DISTANCE OF 107 00 FEET TO THE NORTHERLY MARGIN OF CATHCART WAY, AS SHOWN ON SNOHOMISH COUNTY RIGHT OF WAY PLAN FOR 132ND ST SE EXTENSION, DATED AUGUST 4, 1999 ON FILE WITH THE SNOHOMISH COUNTY ENGINEER, UNDER SURVEY NO 3571,
THENCE NORTH 01°14'24" EAST ALONG SAID NORTH SOUTH CENTERLINE, 1367 76 FEET TO THE POINT OF BEGINNING,
THENCE CONTINUING NORTH 01°14'24" EAST ALONG SAID NORTH SOUTH CENTERLINE, 1727 18 FEET TO THE SOUTH LINE OF THE NORTH 121 00 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 35,
THENCE NORTH 87°39'51" WEST ALONG SAID SOUTH LINE 1327 26 FEET, TO THE WEST LINE OF SAID SOUTHEAST QUARTER,
THENCE SOUTH 01°22'49" WEST ALONG SAID WEST LINE 523 55 FEET TO AFORESAID NORTHERLY MARGIN OF CATHCART WAY AND THE BEGINNING OF A 1350 00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 48°56'47" WEST, THENCE SOUTHEASTERLY ALONG SAID MARGIN AND CURVE, THROUGH A CENTRAL ANGLE OF 42°12'10" AN ARC DISTANCE OF 994 38 FEET, BEING ON THE EAST LINE OF THE WEST 350 00 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35,
THENCE SOUTH 01°08'57" WEST ALONG SAID EAST LINE, 601 36 FEET, TO THE SOUTH LINE OF THE NORTH 154 28 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35,
THENCE SOUTH 87°44'30" EAST ALONG SAID SOUTH LINE 686 06 FEET,
THENCE NORTH 46°08'57" EAST 410 77 FEET TO THE POINT OF BEGINNING

(ALSO KNOWN AS PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200502025226)

PARCEL B

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST, W M , RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 35,
THENCE NORTH 88°24'08" WEST, ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 2644 32 FEET TO THE SOUTH QUARTER SECTION CORNER,
THENCE NORTH 01°14'24" EAST ALONG THE NORTH SOUTH CENTERLINE OF SAID SECTION, A DISTANCE OF 107 00 FEET TO THE NORTHERLY MARGIN OF CATHCART WAY, AS SHOWN ON SNOHOMISH COUNTY RIGHT OF WAY PLAN FOR 132ND ST SE EXTENSION, DATED AUGUST 4, 1999 ON FILE WITH THE SNOHOMISH COUNTY ENGINEER, UNDER SURVEY NO 3571,
THENCE NORTH 01°14'24" EAST ALONG SAID NORTH SOUTH CENTERLINE, 1367 76 FEET,

THENCE SOUTH 46°08'57" WEST, 410 77 FEET TO THE SOUTH LINE OF THE NORTH 154 28 FEET OF AFORESAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE POINT OF BEGINNING,
THENCE NORTH 87°44'30" WEST ALONG SAID LINE, 686 06 FEET TO THE EASTERLY MARGIN OF AFORESAID CATHCART WAY,
THENCE SOUTH 01°08'57" WEST ALONG SAID MARGIN, 122 63 FEET TO THE BEGINNING OF A 975 00 FOOT RADIUS CURVE TO THE LEFT,
THENCE SOUTHEASTERLY ALONG SAID MARGIN AND CURVE, THROUGH A CENTRAL ANGLE OF 54°54'41" AN ARC DISTANCE OF 934 43 FEET,
THENCE NORTH 36°14'16" EAST, RADIAL TO SAID CURVE 7 00 FEET AND THE BEGINNING OF A NON-TANGENT 968 00 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH 36°14'16" EAST,
THENCE SOUTHEASTERLY ALONG SAID MARGIN AND CURVE THROUGH A CENTRAL ANGLE OF 17°36'59" AN ARC DISTANCE OF 297 62 FEET TO A LINE 290 00 FEET WEST OF THE NORTH SOUTH CENTERLINE OF AFORESAID SECTION 35,
THENCE NORTH 01°14'24" EAST, ALONG SAID LINE, 1032 60 FEET TO THE POINT OF BEGINNING

(ALSO KNOWN AS PARCEL C OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200502025226)

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

EXHIBIT B

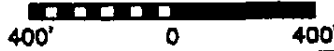
Depiction of Easement Area

Unofficial Document

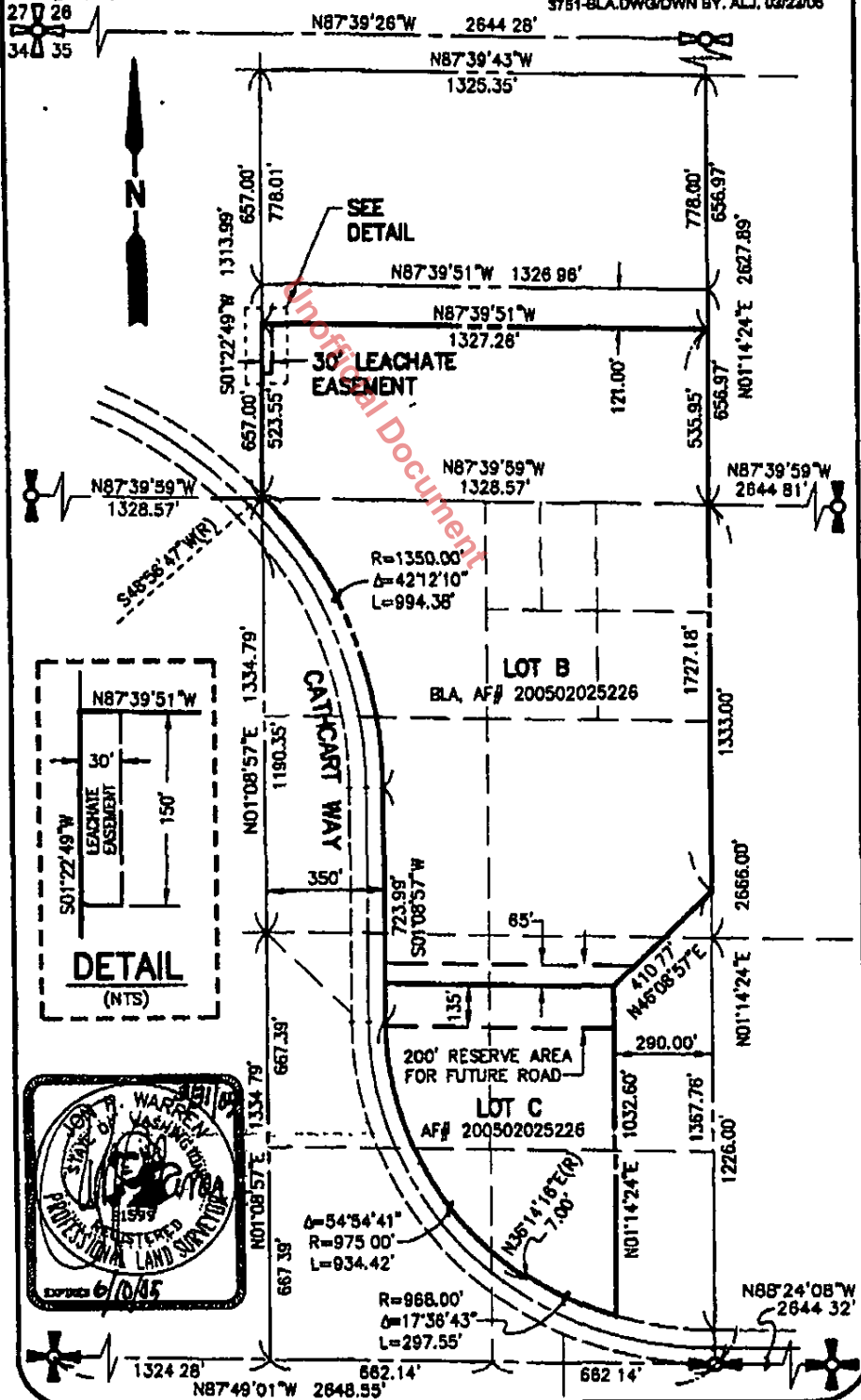
EXHIBIT B

RLF - Leachate Easement
SN 3751/ RR 8075

SECTION 35, T. 28 N., R. 8 E., W.M.



3751-BLA.DWG/DWN BY: ALJ, 03/23/06



Snohomish School District Property
SN 3751 RR8075
March 23rd, 2005

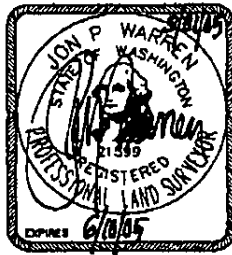
LEACHATE EASEMENT

SNOHOMISH SCHOOL DISTRICT PROPERTY

That portion of Section 35, Township 28 north, Range 05 east, W M , in Snohomish County, Washington, described as follows.

The west 30.00 feet of the north 150 00 feet of Lot B, Boundary Line Adjustment, under File No 05-101005-001, recorded under Recording No. 200502020493, as shown on Record of Survey recorded under Recording No 200502025226, records of Snohomish County, Washington

This easement area contains 4,501 square feet, more or less



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EXHIBIT C

Sample Form Easement

Unofficial Document

EXHIBIT C

RECORDED AT THE REQUEST OF
SILVER LAKE WATER DISTRICT
2210 132ND ST SE
MILL CREEK, WA 98012-5615

PERMANENT SEWER AND LEACHATE EASEMENT

THE UNDERSIGNED GRANTOR _____

for and in consideration of good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, convey and transfer unto the SILVER LAKE WATER DISTRICT, a Municipal Corporation, its heirs or assigns, a permanent easement, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may deem reasonably necessary to construct, maintain, repair and operate a sanitary sewer and leachate line over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and trenches for the location of pipelines and mains, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said pipelines and mains.

The easement and right-of-way hereby granted is located in the County of Snohomish, State of Washington, and is more particularly described as follows:

The District agrees to restore to substantially the original condition such improvements as are disturbed during the construction, maintenance or repair of District sewer and leachate system improvements within said right of way, provided, the Grantor, its heirs or assigns shall not construct any permanent structure over, upon or within the permanent easement

IN WITNESS WHEREOF, these presents are hereby signed this _____ day of _____, 200____.

GRANTOR

SILVER LAKE WATER DISTRICT

BY: _____
ITS:

BY _____
ITS: General Manager

STATE OF WASHINGTON)

ss

County of)

I certify that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that _____ was authorized to execute the instrument
and acknowledged to as the _____ of _____,
to be the free and voluntary act of such corporation for the uses and purposes mentioned in this
instrument.

Dated this _____ day of _____, 200_____

NOTARY PUBLIC for the State of Washington
Printed Name. _____
Residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)

ss

County of)

I certify that I know or have satisfactory evidence that _____
signed this instrument, and acknowledged it to be free and voluntary act and deed for the uses
and purposes therein mentioned

Dated this _____ day of _____, of 200_____.

NOTARY PUBLIC for the State of Washington
Printed Name _____
Residing at: _____
My Commission Expires _____

