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High Ground Development

3405 172nd St. NE

Suite 5, Box 288

Arlington, WA 98223



200301300820 7 PGS
01-30-2003 01:17pm \$25.00
SNOHOMISH COUNTY, WASHINGTON

COVER SHEET - INDEXING FORM



Document Title(s):

Easement - Drainage

Reference# (if applicable):

PNWT - W - 16327-9

Additional on page:

Grantor/Borrower:

Lindberg, Guy & Lorna

Additional on page:

Grantee/Assignee/Beneficiary:

High Ground Development

Additional on page:

Legal Description:

Portion of 23-31-05

Additional on page:

Assessor's Tax Parcel ID #:

31052300301800 10P

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**EASEMENT AGREEMENT
EMERGENCY ACCESS AND DETENTION STORM VAULT**

The parties to this agreement are **HIGH GROUND DEVELOPMENT, LLC**, a Washington limited liability company and/or assigns, hereinafter called "High Ground", and **GUY R. LINDBORG** and **LORENA L. LINDBORG**, a married couple, hereinafter collectively called "Lindborg".

RECITALS

- (1) Lindborg is the owner of the following-described real estate:

THAT PORTION OF THE WEST TEN ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 31 NORTH, RANGE 5 EAST W.M. LYING NORTHERLY OF COUNTY ROAD KNOWN AS SISCO HEIGHTS ROAD;

EXCEPT THE NORTH 640 FEET, AND EXCEPT ANY PORTION LYING WITHIN THE EAST HALF OF THE WEST HALF OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23.

(ALSO KNOWN AS LOT 3 OF SHORT PLAT 43(2-85) RECORDED UNDER AUDITOR'S FILE NO. 8510090235).

- (2) High Ground is acquiring the following real property:

PARCEL A: THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., LYING NORTH OF COUNTY ROAD.

PARCEL B: THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., LYING NORTH OF COUNTY ROAD.

- (3) The real property owned by Lindborg and the real property owned by High Ground are adjacent to each other.

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CONSIDERATION

The consideration for this agreement is the offer of mutual benefit to be derived by each party from the terms and conditions below.

TERMS AND CONDITIONS

1. Lindborg conveys and grants to High Ground a perpetual easement over, under and across the south half of Lindborg's property described in paragraph (1) above, hereinafter referred to as the "dominant estate", for the benefit of High Ground's property described in paragraph (2) above, hereinafter referred to as the "servient estate" for the following purposes:

1.1 A 30-foot wide emergency access easement identified as the 30-foot access easement on the map attached as Exhibit "A".

1.2 A storm water detention vault to be located on that area identified as drainage easement on the attached map.

2. High Ground Development, LLC offers Twenty Five Thousand (\$25,000.00) for an easement only. A \$2,000.00 check is payable at the signing of this document. A promissory note of Twenty Three Thousand Dollars (\$23,000.00) will be payable 30 days after preliminary plat approval and construction drawing approval from the city of Arlington

3. The cost of constructing the storm water detention vault and the emergency access road shall be borne by High Ground, and High Ground shall hold Lindborg harmless from any and all liens or encumbrances, or any damages caused to the remainder of Lindborg's property relating to said construction.

4. The storm water detention vault shall be designed with the capacity to serve as a storm water detention vault for the development of both High Ground's property and Lindborg's property. Lindborg, and Lindborg's heirs, successors and assigns shall have the right to use the access road for access to the remainder of Lindborg's property described above and the storm water detention facility with no hook-up fee required.

5. In addition to providing the storm water detention vault for use by Lindborg, High Ground shall also provide, at its expense, a sewer line to Lindborg's property sufficient for future residential development of Lindborg's property.

6. The easement shall be perpetual, running with both the dominant and servient estates.

7. Because the storm water detention vault and access road shall be a part of the

common area of the plat being developed by High Ground, at such time as the Lindborg property is developed into lots, the owners of said lots shall be obligated to pay to the homeowner's association being created by High Ground, an assessment for its proportionate share of the expense of maintaining the storm water detention facility and the access road.

8. This agreement is the entire agreement of the parties and shall not be modified or amended unless in writing signed by both parties.

9. This agreement is governed by the laws of the State of Washington. In the event of litigation, it is agreed that the venue for the same shall be in Snohomish County, Washington. The prevailing party, in addition to any other relief, shall be entitled to reasonable attorney's fees and costs incurred in enforcing the terms of this agreement.

10. This agreement shall terminate without further action of the parties upon the following events:

10.1 If High Ground and/or its assigns do not acquire the property described in paragraph (2) of the Recitals prior to 3/20/04.

10.2 If High Ground finds that it is not financially feasible to pursue this avenue for emergency access and detention vault.

DATED this 19 day of January, 2003.

HIGH GROUND DEVELOPMENT, LLC

By Michael L. Weeks
Michael L. Weeks
Managing Member

Guy R. Lindborg
Guy R. Lindborg

Lorena L. Lindborg
Lorena L. Lindborg

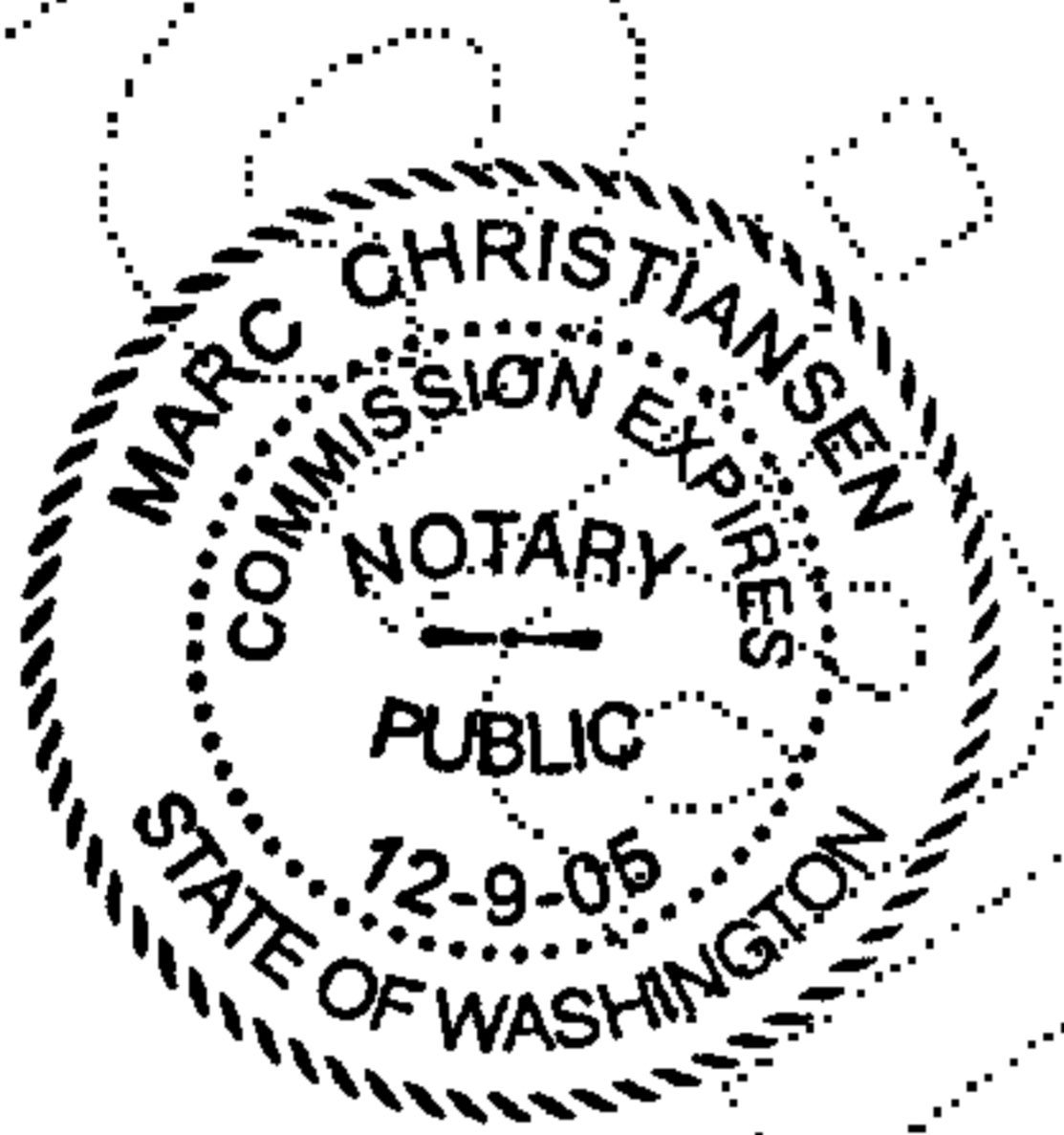
STATE OF WASHINGTON)

: SS

COUNTY OF SNOHOMISH)

On this 19th day of JANUARY, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael L. Weeks, to me known to be the Managing Member of High Ground Development, LLC, the limited liability corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability corporation, for the uses and purposes herein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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



Marc Christiansen

Notary Public in and for the
State of Washington, residing
at 12259 6th AVE NW, SEATTLE
My commission expires: 12/9/05
Name: MARC CHRISTIANSEN

STATE OF WASHINGTON)

: SS

COUNTY OF SNOHOMISH)

On this day personally appeared before me Guy R. Lindborg known to me to be the individual described herein and who executed the within and foregoing instrument, and on oath stated that he is authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

Given under my hand and seal this 19th day of JANUARY, 2003.

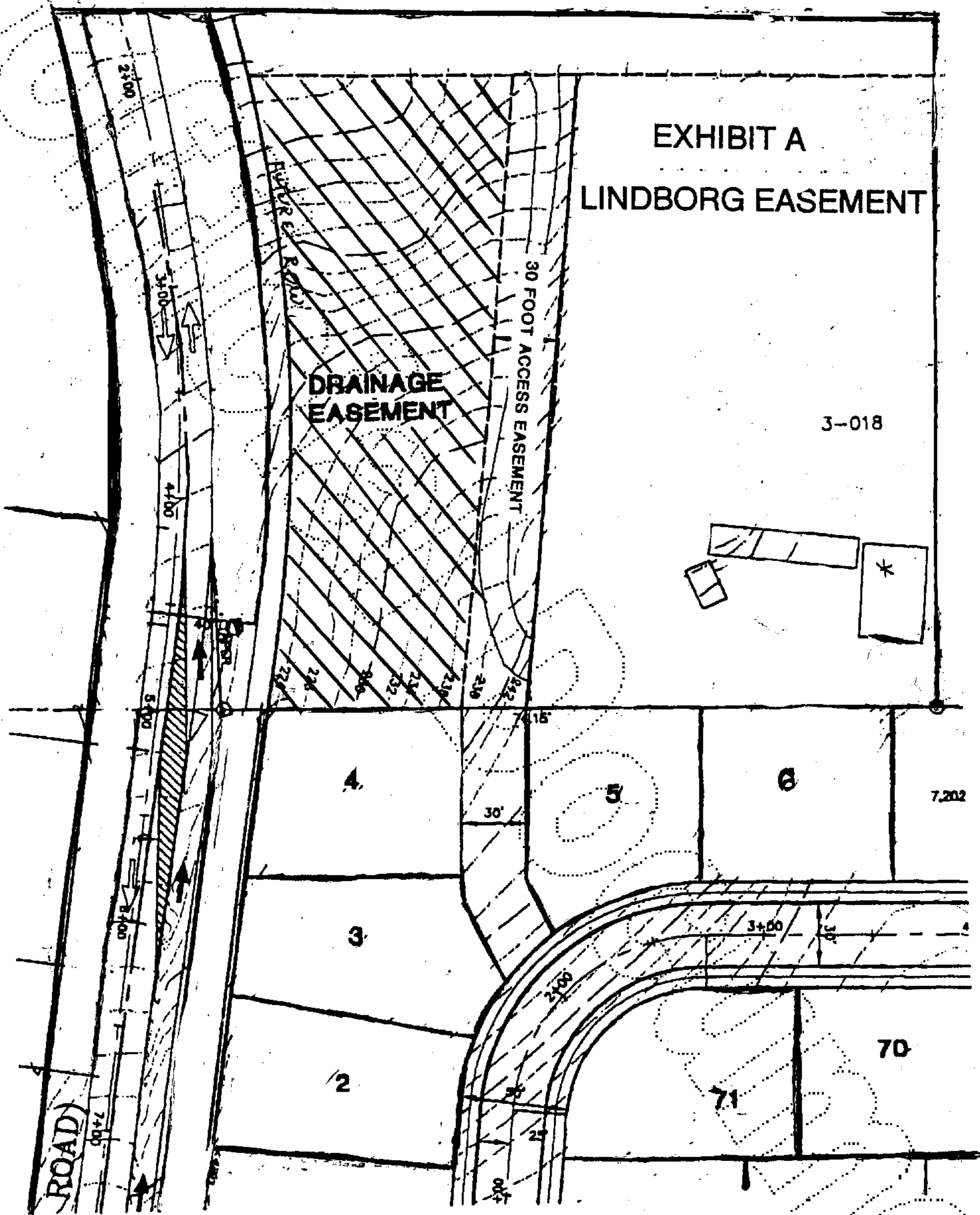


Marc Christiansen

Notary Public in and for the
State of Washington, residing
at 12259 6th AVE NW, SEATTLE
My commission expires: 12/9/05

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