

**EVERETT SCHOOL DISTRICT NO. 2**

**Snohomish County, Washington**

**August 26, 2003**

**RESOLUTION NO. 773**

A resolution of the Board of Directors ("Board") of Everett School District No. 2 ("District") to acquire an easement for access to the Silver Lake Elementary School campus.

WHEREAS, the District has identified a need for an easement for vehicular and pedestrian access, utilities and landscaping to the Silver Lake Elementary School campus ("Easement"), such Easement to be used for school purposes; and

WHEREAS, Sean and Olga Webster, husband and wife ("Grantor"), owns property ("Property") legally described as:

Section 29 Township 28 Range 05 HERSchLIP ADDITION BLK 000 D-00-LOT 48  
TGW EQ & UND INT TRS 997-999

WHEREAS, Grantor is willing to convey to the District rights to use the Property for an access way for vehicles and pedestrians, utilities and associated landscaping ("Easement") substantially in the form set forth in Exhibit A for consideration of Four Thousand Two Hundred Fifty and 00/100<sup>th</sup> Dollars (\$4,250.00), provided the District also pays closing costs and any applicable real estate excise tax; and

WHEREAS, the Board desires that the District acquire the Easement.

NOW, THEREFORE, BE IT RESOLVED that the District's Superintendent, Carol A. Whitehead, and her authorized designees, are authorized and directed to conclude negotiations of, and execute, the Easement, pay Grantor Four Thousand Two Hundred Fifty and 00/100<sup>th</sup> Dollars (\$4,250.00) therefor, and pay closing costs and any applicable real estate excise tax;

AND FURTHER RESOLVED that the District's Superintendent or her authorized designees be, and hereby are, authorized and directed to take such other and further actions as may be necessary or appropriate to accomplish acquisition of the Easement;

AND FURTHER RESOLVED that the District's Superintendent or her authorized designees be, and hereby are, authorized, either prior to or following acquisition of the Easement from Grantor, take such other and further actions as may be necessary or appropriate to clear any defects in the District's title to the Easement and enable to the District to use the Easement for the District's intended purposes.

ADOPTED this 26 day of Aug., 2003.

EVERETT SCHOOL DISTRICT NO. 2  
a political subdivision of the State of  
Washington

By Karen Madsen  
Karen Madsen, President

By Kristie Dutton  
Kristie Dutton, Vice-President

By Sue Cooper  
Sue Cooper, Member

By Paul Roberts  
Paul Roberts, Member

By \_\_\_\_\_  
Roy Yates, Member

ATTEST:

By Carol Whitfield  
Secretary for the Board

## **Exhibit A**

## ACCESS AND LANDSCAPING EASEMENT AGREEMENT

This Access and Landscaping Easement Agreement ("Agreement") is made this 26 day of Aug., 2003, by and between SEAN AND OLGA WEBSTER ("Grantor") and EVERETT SCHOOL DISTRICT NO. 2, a political subdivision of the State of Washington ("Grantee").

### RECITALS

- A. Grantor owns real property ("Grantor's Property") situate in Snohomish County, Washington more particularly described on Exhibit A, attached hereto and incorporated herein by reference.
- B. Grantee desires the right to construct, install, maintain, repair, replace, and use an access way for vehicles and pedestrians, utilities and associated landscaping, through Grantor's property for the benefit of real property ("Benefited Property") situate in Snohomish County, Washington more particularly described on Exhibit B, attached hereto and incorporated herein by reference.
- C. Grantee intends to seek approval by Snohomish County to modify conditions for Grantee's use of the Benefited Property, including authorization to expand and modify the parking lot and reduce the landscape buffer requirement.
- D. Grantor is willing to grant Grantee the rights Grantee desires with respect to Grantor's Property in accordance with the terms of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### Section 1. Easement

Grantor hereby conveys and warrants to Grantee an exclusive, perpetual easement over, under, along, across and through the real property described on Exhibit C, attached hereto and incorporated herein by reference ("Easement Area"). Grantee shall have the right to construct, operate, install, maintain, repair, replace, improve, remove, enlarge and use the Easement Area to provide paved ingress and egress for buses, cars and other vehicles, and pedestrians, to and from the Benefited Property, for surface and underground electric, natural gas, water, sanitary sewer and storm drainage, telephone,

CATV, cable and other utilities (and related ground-mounted facilities), signage, lighting, fencing, retaining structures, and any plants, shrubs, monuments or other landscaping deemed necessary or desirable by Grantee (whether for aesthetic or site-distance reasons).

## **Section 2. Costs of Construction and Maintenance**

Grantee shall pay all costs and expenses of construction, maintenance and use of the easement area authorized by this Agreement.

## **Section 3. Development Approvals**

Grantee shall be solely responsible for, and shall have the right to pursue and obtain, any necessary approvals to develop the Easement Area ("Approvals"). Grantor shall cooperate with Grantee (and join in any applicable application if requested by Grantee). Grantee shall hold Grantor harmless for any cost associated with obtaining Approvals hereunder. Grantor shall cooperate with Grantee's efforts to obtain all Approvals including, but not limited to, a reduction in the Snohomish County landscape buffer requirements. Grantee acknowledges that Grantor's conveyance is subject to the Covenants, Conditions, Easements and Restrictions for Herschlip Addition ("Covenants") and Grantee shall be responsible to comply with, modify or eliminate, in Grantee's discretion and at Grantee's cost, any Covenants that may be applicable to or in conflict with Grantee's proposed use of Easement Area from time to time.

## **Section 4. Termination for Cessation of Use**

In the event Grantee entirely ceases to use the Easement Area for a period of ten (10) consecutive years, this Agreement shall terminate. However, no termination shall occur to due Grantee's failure to initially install improvements within the Easement Area for any period of time.

## **Section 5. Exclusive Use**

Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area, and Grantee may exclude Grantor and others from the Easement Area.

## **Section 6. Indemnification**

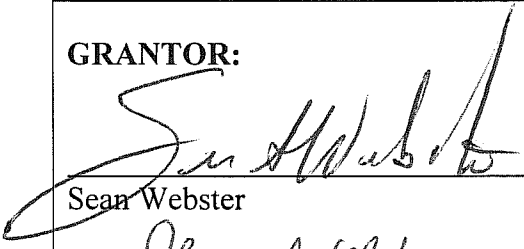
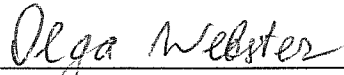
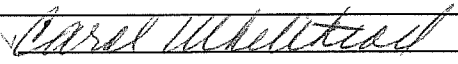
Grantee releases, and shall indemnify, defend and save harmless, Grantor from and against any and all liability, loss, damage, expense, actions and claims to the extent asserted or arising directly or indirectly on account of or out of the negligence of Grantee or Grantee's servants, agents, employees or contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph does not purport to indemnify

Grantor against liability for damages arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the acts, omissions, negligence or other fault of Grantor or Grantor's agents or employees.

**Section 7      Successors and Assigns**

The rights and obligations of the parties shall inure to the benefit of and binding upon their respective successors and assigns.

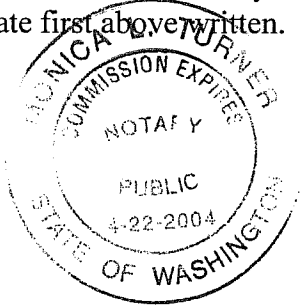
Entered into as of the date first written above.

<b>GRANTOR:</b>  _____ Sean Webster  _____ Olga Webster	<b>GRANTEE:</b>  <b>Everett School District No. 2, a political subdivision of the State of Washington</b>  By:  _____ Its: <u>Superintendent of Schools</u>
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COUNTY OF SNOHOMISH )

On this 20<sup>th</sup> day of August, 2003, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SEAN WEBSTER, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

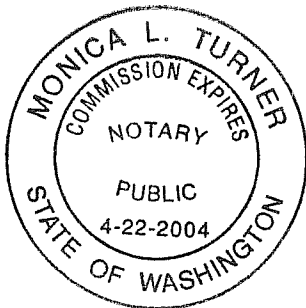


Monica L. Turner  
Print Name: Monica L. Turner  
Notary Public in and for the State of  
Washington, residing at Everett  
My commission expires: 4-22-04

COUNTY OF SNOHOMISH )

On this 20<sup>th</sup> day of August, 2003, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared OLGA WEBSTER, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

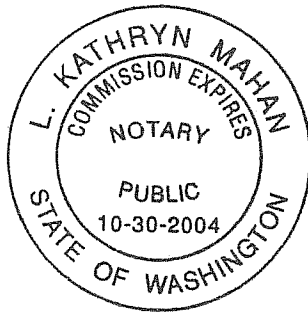


Monica L. Turner  
Print Name: Monica L. Turner  
Notary Public in and for the State of  
Washington, residing at Everett  
My commission expires: 4-22-04

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF SNOHOMISH    )

On this 26 day of August, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Carol Whitehead, to me known to be the person who signed as Superintendent of EVERETT SCHOOL DISTRICT NO. 2, the corporation that executed the within and 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 she was duly elected, qualified and acting as said officer of the corporation, that she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



L. Kathryn Mahan  
Print Name: L. Kathryn Mahan  
Notary Public in and for the State of  
Washington, residing at Mt. Vernon, WA  
My commission expires: 10-30-04



## **EXHIBIT A**

Section 29 Township 28 Range 05 HERSCHLIP ADDITION BLK 000 D-00-  
LOT 48 TGW EQ & UND INT TRS 997-999

## EXHIBIT B

SEC 29 TWP 28 RGE 05

N1/2 N1/2 SW 1/4 SW 1/4 LESS CO RD AND

SEC 29 TWP 28 RGE 05

BEG SW COR NE1/4 SW1/4 TH N 247.5 FT TH E 276 FT TH S 247.5 FT TH W 276 TO POB LESS CO RD LESS N 100 FT OF E 140 FT & N 90 FT OF W 106 FT AND THE NORTH 100 FEET OF THE EAST 140 FEET OF THE FOLLOWING TRACT:

THE SOUTH 247.5 FEET OF THE WEST 276 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.,

AND THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHWEST CORNER OF THE TRACT ABOVE DESCRIBED; THENCE WEST 106 FEET, MORE OR LESS, TO THE OLD PACIFIC HIGHWAY AS DEEDED TO SNOHOMISH COUNTY BY DEED RECORDED IN VOLUME 123 OF DEEDS, ON PAGE 169; THENCE SOUTH ALONG SAID HIGHWAY 90 FEET; THENCE EAST 106 FEET, MORE OR LESS, TO PREVIOUSLY CONVEYED TRACT; THENCE NORTH 90 FEET TO THE POINT OF BEGINNING, BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.

## EXHIBIT C

A permanent easement over, under, across and through that portion of Lot 48, Plat of Herschlip Addition, according to the plat thereof recorded under Auditors File No. 199911105002, records of Snohomish County, Washington described as follows:

BEGINNING at the Northwest corner of said Lot 48, thence South  $88^{\circ} 48' 14''$  East, along the North line thereof 9.75 feet to the Point of Curvature of a 100.00 foot radius tangent curve to the right, thence along the arc of said curve in a Southeasterly direction through a central angle of  $05^{\circ} 47' 18''$  a distance of 10.10 feet to a point of intersection with the extension of the West line of Lot 45 of said Plat, thence South  $00^{\circ} 43' 57''$  East along said West line extension, a distance of 31.96 feet to an angle point in the Westerly boundary line of said Lot 48 thence South  $89^{\circ} 06' 36''$  West along said Westerly boundary line a distance of 19.93 feet; thence continuing along said Westerly boundary line, North  $00^{\circ} 53' 24''$  East a distance of 33.20 feet to the POINT OF BEGINNING.

Containing an area of 650 square feet, more or less.

# EASEMENT AREA

