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Return Address:

Willem H. Van Ry, City Engineer
City of Mountlake Terrace
23204 58th Avenue West
Mountlake Terrace, WA 98043-4697



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02-25-2004 10:19am \$23.00
SNOHOMISH COUNTY, WASHINGTON

NO EXCISE TAX
REQUIRED

FEB 25 2004

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

Document Title: Declaration of Storm Drainage Utility Easement

Assessor's Property Tax Parcel / Account Number(s): 27043400200100

Reference Number(s):

Grantor(s) (Last name, First name, Middle initials): Rex Land Company

Grantee(s) (Last name, First name, Middle initials): City of Mountlake Terrace,
Washington

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range): Unplatted
assessors lot 2-001, Section 34, Township 27 N, Range 4E, W.M.

DECLARATION OF STORM DRAINAGE UTILITY EASEMENT

THIS AGREEMENT is made this 26th day of September, 2003, between
Rex Land Company hereinafter referred to as "Grantor" and The City of Mountlake
Terrace, a municipal corporation under the laws of the State of Washington, hereinafter
referred to as "City".

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City Maintenance

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The Grantor, for and in consideration of mutual benefits to be derived, hereby grants and conveys unto the City the following easement:

An exclusive perpetual stormwater utility easement across, along, in, upon and under Grantor's property described below for the purpose of constructing, reconstructing, operating, maintaining and repairing the stormwater utility line(s) and appurtenances attached thereto, together with the right of ingress and egress from said property and across adjacent property of the Grantor and the right to use adjacent property of the Grantor for the purpose of piling dirt and providing trench stabilization during the construction, reconstruction, operation, maintenance and repair of the aforesaid improvement or facility.

The easement is over and across a tract of land situated in the County of Snohomish, State of Washington, and the easement is described as follows:

See Attachment "A"

The referenced "Storm Drainage Utility" will include: storm drainage conveyance system and all appurtenances attached thereto, and are limited to those systems and utility which are located within the described easement.

This easement is granted subject to and conditioned upon the following terms, conditions, and covenants:

1. The Grantor and the City shall at all times conduct their respective activities and all other activities conducted on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements, or other utility, now or hereafter maintained upon or adjacent to the easement, or in any way interfere with, obstruct or endanger the Grantor's or the City's use of the easement.
2. Upon completion of any construction, maintenance, repair, or work on the Easement by the City, its agents, employees, and contractors, the City shall repair, replace and restore all grass, landscaping, trees, fences, water and/or irrigation pipes, asphalted, concrete or paved surfaces and any other improvements located on the Easement, or the adjacent property of the Grantor that may be damaged or disturbed in the prosecution of any work by the City or the City's Agents and shall otherwise restore the surface condition to the same or substantially the same condition that it was in prior to such work by the City so that Grantor may have free

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and unobstructed use thereof, subject to the rights of the Grantee contained herein.

3. Notwithstanding the preceding condition, the Grantor hereby authorizes the City to cut, trim, and remove any and all brush, trees, and other vegetation or debris which, in the City's reasonable judgement, constitutes a hazard to the normal use of the Storm Drainage Utility line(s) and appurtenances attached thereto within the easement, along with the right of access for such purposes.
4. The Grantor agrees that title to all brush, trees, and other vegetation or debris trimmed, cut and removed from the easement pursuant to this Agreement, and where all brush, trees, and other vegetation or debris trimmed, cut and removed from the Grantor's land pursuant to this Agreement is vested in the City, and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for the exercise of any said rights.
5. The City agrees to assume full responsibility for all costs associated with the construction, reconstruction, operation, maintenance or repair, and inspection of the Storm Drainage Utility as needed to maintain the same size, shape, and location, to a condition similar to those described on the approved construction plans, sheets numbers C-1C and C-2C, prepared by The City of Mountlake Terrace, dated August 11, 2003, except as noted on the plan.
6. The Grantor does release, indemnify, and promise to defend and save harmless the City, its officers, employees and agents from and against any and all liability, loss, damage, expense, actions, and claims, including costs and reasonable attorney's fees incurred by the City, its officials, employees and agents in defenses thereof, asserting or arising directly or indirectly on account of or out of any act or omission of Grantor, its agents, contractors, licensees, invitee, or employees upon or within the above-described easement. This paragraph does not purport to indemnify the City against liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the negligence of the City, its officers, employees and agents.
7. The Grantor covenants to and with the City that the Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same.
8. The Grantor agrees that the rights and obligations of the Grantor and City shall inure to the benefit of and be binding upon their respective heirs, successors and assigns.

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Executed as of this date herein above set forth.

Grantor: Rex Land CompanyBy: Kennedy Pres.

(Print or Type)

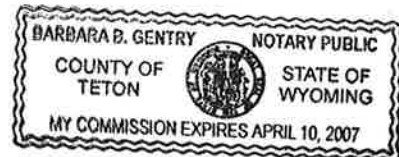
STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

On this 10th day of September, 2003, before me personally appeared Craig Kennedy, to me known to be the person who signed as Craig Kennedy of Rex Land Company, a Washington Corporation and the corporation that executed the 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 (he/she) was authorized to execute said instrument.

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

Barbara D. Gentry
NOTARY PUBLIC IN AND FOR THE STATE OF

WASHINGTON, residing at Teton Co., WY

MY APPOINTMENT EXPIRES 4/10/07

Accepted and approved
CITY OF MOUNTLAKE TERRACE

By: Willem H. VanRy

Willem H. VanRy
City Engineer

Date: Sept 26, 2003

Attachment A

Stormwater Easement Description

A strip of land 20 feet in width lying within that portion of the south half of the northwest quarter of the northwest quarter of Section 34, Township 27 North, Range 4 East, W.M., in Snohomish County, Washington, lying easterly of City right-of-way, and less the plat of Cedar Ridge, and less the plat of Cedar Ridge Division No. 2, said strip of land being 10.0 feet on each side of the following described centerline:

Commencing at the northwest corner of said Section 34;

thence South $1^{\circ}0'53''$ West, along the centerline of 44th Ave. W., a distance of 428.20 feet, to the point of curvature of a curve to the left, the radial point bearing South $88^{\circ}59'7''$ East, a distance of 2864.93 feet;

thence southerly along said curve through a central angle of $10^{\circ}50'30''$, a distance of 542.11 feet to the point of tangency of said curve;

thence South $9^{\circ}49'37''$ East, a distance of 38.81 feet to the point of curvature of a curve to the left, said point being a point on the centerline of Cedar Way, the radial point bearing North $80^{\circ}10'23''$ East, a distance of 3864.71 feet;

thence southeasterly along said curve, through a central angle of $1^{\circ}30'00''$, a distance of 101.18 feet to the point of tangency of said curve, said point being a point on the centerline of Cedar Way;

thence South $11^{\circ}19'37''$ East, a distance of 119.54 feet to a point on the centerline of Cedar Way;

thence North $88^{\circ}54'54''$ East, a distance of 28.68 feet and the True Point of Beginning;

thence North $88^{\circ}54'54''$ East, a distance of 57.70 and the terminus of said centerline.

Situate in the City of Mountlake Terrace, Snohomish County, Washington.