

A-20-636 (Miss.)

559

11/18

SANITARY SEWER EASEMENT AGREEMENT

83-8016

The undersigned, Jon Alan Becker and Maria de Lourdes Becker, grantors, their heirs, successors and assigns (hereinafter together referred to as the GRANTORS) owners of the property described as follows:

REAL ESTATE SALES

AMOUNT PAID 100.00

RECEIPT NO. 3579

The South 1/2 of the SW 1/4 of the NE 1/4 of the NE 1/4 of Section 28, Township 27 N., Range 4 E., W.M., Snohomish County.

JUL 22 1983 Washington

KE SLEWERS, Snohomish County WA ACCEPT the South 105 feet thereof TOGETHER WITH the East 375 feet of the South 105 feet thereof.

For and in consideration of Mutual Benefits derived and other valuable consideration, hereby convey and grant to Covenant - Murphy General Contractors, their heirs, successors and assigns, (hereinafter referred to as the GRANTEES), owners of the property described as follows:

Lots 12, 13, 14, 19, 20 and 21, CLOVERLEAF ACRES, according to the plat thereof recorded in Volume 11 of Plats, Page 19, Records of Snohomish County, Washington.

An easement under and upon the following described property, in which to install, lay, construct, and operate underground pipe, and appurtenances for the purpose of providing sanitary sewer service for the GRANTEES property, together with the right of ingress to and egress from said easement for the purposes herein stated.

Said easement being that portion of the following described strip of land lying within the GRANTOR'S property and being 10.00 feet in width and having 5.00 feet of said width on each side of the centerline described as follows:

COMMENCING at the Northwest corner of said Lot 11; thence N 89°46'13" W along the Western projection of the North line of said Lot a distance of 12.00 feet to the East line of the West 8.00 feet of the East 1/2 of said NE 1/4 of Section 28 and the POINT OF BEGINNING of said centerline; thence N 0°54'46" W along said line 445.00 feet; thence N 0°14'40" E 401.00 feet to the terminus of said centerline at a point lying 16.00 feet East of the West line of said East 1/2 of the NE 1/4.

The sidelines of said easement shall lengthen or shorten as necessary to meet.

TOGETHER WITH a temporary construction easement 5.00 feet on each side of the above described easement. Said temporary construction easement shall remain in force until completion of construction.

All work performed within said easement shall be done in accordance with the following conditions of use:

Notice of Construction

Not less than two working days prior to construction start and/or materials deliveries, the GRANTEES shall notify the GRANTORS of intent to begin construction.

Use of Premises

1. The Contractor shall confine his apparatus, storage of materials, and construction operations to the limits of the stated construction easement, and shall not unreasonably encumber said premises.
2. Areas landscaped and/or seeded prior to construction shall be restored to as reasonable near their original condition as feasible.
3. The Contractor shall schedule work within the easement to normal working hours; i.e., 7:00 A.M. to 6:00 P.M.
4. All work shall be completed within two months of the GRANTOR'S receipt of notification to commence construction.

83-7220302

117346 1323

8307220302

1.007  
1.087

AND

GENERAL  
SNOHOMISH  
VILLAGE

44/102

- 146
5. All existing driveways shall be restored to as reasonably near their existing condition, immediately following completion of construction.
  6. A 6" side-service tee shall be placed adjacent to the GRANTORS property at a point mutually agreed upon by the GRANTORS, GRANTEES and City of Mountlake Terrace.

#### Safety Standards

In accordance with generally accepted construction practices, the Contractors shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The Contractor and all Subcontractors shall adhere to the requirements of the Occupational Safety and Health Act, and all other Federal, State, and local safety and health statutes which may apply.

The Contractor shall be required to fill all trenches at the end of each working day and maintain said trenches in a condition which will not pose a hazard to automobile traffic or pedestrians after daily completion of construction.

#### Public Liability Insurance

The Contractor shall take out and maintain during the life of work within subject easement, including without limitation, coverage for explosion, collapse, and destruction of underground utilities and contingent liability, including products and complete operations and blanket contractual liability, as shall protect him, the GRANTORS, GRANTEES, and project engineer. Contractors, and Subcontractors for claims or damages for bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations within said easement whether such operations be by himself or by any Subcontractor of anyone directly employed by either of them and the Contractor agrees in addition, to indemnify and save harmless the GRANTORS, GRANTEES and project engineer, either or all, from all suits, claims, demands, judgments and attorney's fees, expenses or losses occasioned by the performance of any work within said easement by himself, any Subcontractor, or persons working directly or indirectly for him.

The amount of such insurance shall be as follows: Bodily injury liability insurance in an amount not less than \$1,000,000 for injuries, including wrongful death, to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence, \$1,000,000 aggregate, and property damage liability insurance in an amount not less than \$1,000,000 for each occurrence of equivalent or single limit. Alternatively, the aforementioned bodily injury and property damage umbrella excess liability limit in an amount of not less than \$1,000,000 combined single limit per occurrence, will be acceptable.

The Contractor shall not cause any policy to be cancelled or permit it to lapse, and all policies shall include a clause to the effect that the policy or certificate shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance or any other material change until not less than twenty (20) days have elapsed since completion of construction.

All certificates of insurance, authenticated by the proper officer of the insurer, shall state in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause. Said certificates shall be presented to the GRANTORS Not less than two (2) days prior to commencement of construction.

Dated this 20<sup>th</sup> day of July, 1983

Jon Alan Becker and Maria de Lourdes Becker.

Jon A Becker

*W. C. C. in fact is*

STATE OF WASHINGTON)

) SS

COUNTY OF

This is to certify that on this 20 day of July, 1983, before me, the undersigned, a Notary Public personally appeared J. A. Becker and Ann Thea Beaudre Becker, his wife, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Washington  
Residing at Seattle

RETURN TO :

Covenant - Murphy General Contractors  
P.O. Box 175  
Mountlake Terrace, WA 98043

RECORDED  
LAWYERS TITLE COMPANY

1983 JUL 22 PM 4: 38

44-38861-1A  
UNIT, WASH.  
Special Agent in Charge

8307220302

1759.40c 1335