

**NO EXCISE TAX
REQUIRED**

MAR 22 2016

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS



201603220461 10 PGS
03/22/2016 11:59am \$82.00
SNOHOMISH COUNTY, WASHINGTON

Return Address:

City of Mountlake Terrace
Attn: Peter Dressel, Contracts and Capital Projects Manager
6100 219th Street Southwest, Suite 200
Mountlake Terrace, Washington 98043

DECLARATION OF WATER UTILITY EASEMENT WITH ACCESS

Grantor(s): BUHLER MAPLE GLEN, LLC, ELDORADO MAPLE GLEN, LLC, D&J WYNDHAVEN MAPLE GLEN, LLC, and HZ MAPLE GLEN APARTMENTS, LLC

Grantee(s): **The City of Mountlake Terrace, a municipal corporation**

Abbreviated Legal Description:

That portion of the East Half of the West Half of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 28, Township 27 North, Range 4 East, W.M.,
Except the North 210 feet of the East 75 feet thereof; and
Except the North 30 feet of the remainder for county road;
Together with that portion of the West Half of the East Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter and the East Half of the East Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter and of the West Half of the West Half of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 28, Township 27 North, Range 4 East, W.M.,
lying southerly of the Primary State Highway No. 1; Except road 30 feet in width, adjacent thereto the North line of said Section; **Situate in the County of Snohomish, State of Washington,**

Assessor's Property Tax Parcel / Account Number: **270428-002-017-00**

Reference Number(s) of Documents Assigned or Released, if Applicable:

DECLARATION OF WATER UTILITY EASEMENT

THIS AGREEMENT is made this 16th day of MARCH 2016, between BUHLER MAPLE GLEN, LLC, ELDORADO MAPLE GLEN, LLC, D&J WYNDHAVEN MAPLE GLEN, LLC, and HZ MAPLE GLEN APARTMENTS, LLC, 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 "Grantee".

The Grantor, for and in consideration of the public good and other good and valuable consideration, hereby grants and conveys unto the Grantee the following easement:

An exclusive perpetual WATER UTILITY EASEMENT across, along, in, upon, over, and under a portion of the Grantor's property described in Exhibits A and B, attached hereto and made a part hereof, for the purpose of constructing, reconstructing, operating, maintaining, replacing, and repairing the water utility line(s) and appurtenances attached thereto, but specifically excluding fire lines, check valves, and other fire line appurtenances, and specifically excluding water service lines between City meter and structure being served; together with the right of ingress and egress from said property and across adjacent property of the Grantor for the purpose of piling dirt and providing trench stabilization during the construction, reconstruction, operation, replacement, maintenance and repair of the aforesaid improvement or facility.

The WATER UTILITY 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 Exhibits A and B attached hereto

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

1. The Grantor and the Grantee 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 facilities, now or hereafter maintained upon or adjacent to the easement, or in any way interfere with, obstruct or endanger the Grantor's or the Grantee's use of the easement.
2. Upon completion of any construction, maintenance, repair, or work on the Easement by the Grantee, its agents, employees, and contractors, the Grantee 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 Grantee or the Grantee'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 Grantee so that Grantor may have free and unobstructed use thereof, subject to the rights of the Grantee contained herein.
3. Notwithstanding the preceding condition, the Grantor hereby authorizes the Grantee to cut, trim, and remove any and all brush, trees, and other vegetation or debris which, in the Grantee's reasonable judgment, constitutes a hazard to the normal use of the water 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 Grantee, 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 Grantor does release, indemnify, and promise to defend and save harmless the Grantee, 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 Grantee, 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, invitees, or employees upon or within the above-described easement. This paragraph does not purport to indemnify the Grantee against liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the negligence of the Grantee, its officers, employees and agents.
6. The Grantee does release, indemnify, and promise to defend and save harmless the Grantor, 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 Grantor, 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 Grantee, its agents, contractors, licensees, invitees, or employees upon or within the above-described easement. This paragraph does not purport to indemnify the Grantor against liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the negligence or intentional act or omission of the Grantor, its officers, employees and agents or a third parties' negligence.
7. The Grantor covenants to and with the Grantee 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. Grantee shall have the right, without notice, at all times as may be necessary to enter upon the real property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the water lines for the purpose of serving properties with utility service.
9. The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the real property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns.

Executed as of this date herein above set forth.

Grantor:

BUHLER MAPLE GLEN, LLC,
a Delaware limited liability company

By: Leslie Ann Miller, Allison Lee Reed, and Christopher Reed Buhler, Trustees of The Buhler Family Trust established December 17, 1980 under Amendment to and Complete Restatement of Declaration of Trust dated March 12, 1988, as amended, (operating as Trust A under the Buhler Family Trust and Trust B under the Buhler Family Trust)

Sole Member and Manager

By:

Leslie Ann Miller, trustee

Leslie Ann Miller
Trustee

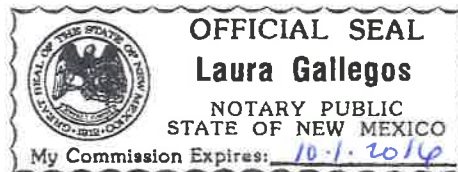
By:

Allison Lee Reed
(formerly Allison Lee Kurtz)
Trustee

By:

Christopher Reed Buhler
Trustee

NOTARY PUBLIC
STATE OF New Mexico)
COUNTY OF Santa Fe) SS



On this 3 day of March, 2016, personally appeared before me, the undersigned duly commissioned and sworn Notary Public in and for the State of ~~Washington~~, the property owner(s),

Leslie Ann Miller known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3 day of March, 2016.

Laura Gallegos
Notary Public in and for the
State of ~~Washington~~ New Mexico

Residing at 208 Washington Ave., Santa Fe, NM 87501

My commission expires: 10-1-2016

[Signatures Continue on Following Page]

Executed as of this date herein above set forth.

Grantor:

BUHLER MAPLE GLEN, LLC,
a Delaware limited liability company

By: Leslie Ann Miller, Allison Lee Reed, and Christopher Reed Buhler, Trustees of The Buhler Family Trust established December 17, 1980 under Amendment to and Complete Restatement of Declaration of Trust dated March 12, 1988, as amended, (operating as Trust A under the Buhler Family Trust and Trust B under the Buhler Family Trust)
Sole Member and Manager

By: _____
Leslie Ann Miller
Trustee

By: Allison Lee Reed
Allison Lee Reed
(formerly Allison Lee Kurtz)
Trustee

By: _____
Christopher Reed Buhler
Trustee

NOTARY PUBLIC
STATE OF OREGON)
) SS
COUNTY OF CLACKAMAS)

On this 7th day of MARCH, 2016, personally appeared before me, the undersigned duly commissioned and sworn Notary Public in and for the State of ~~Washington~~ OREGON, the property owner(s),

ALLISON REED known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of MARCH, 2016.

[Signature]
Notary Public in and for the
State of ~~Washington~~ OREGON SV

Residing at LAKE OSWEGO US BANK
My commission expires: 10/29/19.



[Signatures Continue on Following Page]

Page 4 of 7

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

All-Purpose Acknowledgement

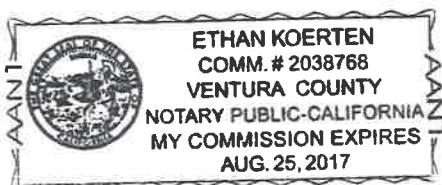
State of California

County of Ventura)

On MARCH 4th 2016 before me, Ethan Koerten, Notary Public personally appeared
(insert name and title of the officer)

CHRISTOPHER REED BUEHLER,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]
(SEAL) SIGNATURE

OPTIONAL INFORMATION

The acknowledgment contained within this document is in accordance with California law. Any certificate of acknowledgment performed within the State of California shall use the preceding wording pursuant to Civil Code section 1189. An acknowledgment cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. In addition, the correct notarial wording can only be signed and sealed by a notary public. The seal and signature cannot be affixed to a document without the correct notarial wording.

THE INFORMATION BELOW IS OPTIONAL. HOWEVER, IT MAY PROVE VALUABLE AND COULD PREVENT FRAUDULENT ATTACHMENT OF THIS FORM TO AN UNAUTHORIZED DOCUMENT.

CAPACITY CLAIMED BY THE SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER (S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE
- ☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

DECLARATION OF WATER
TITLE OR TYP OF DOCUMENT

NUMBER PAGES (INCLUDING ACKNOWLEDGMENT)

3/4/2016
DATE OF DOCUMENT

OTHER _____

Executed as of this date herein above set forth.

Grantor:

ELDORADO MAPLE GLEN, LLC,
a Delaware limited liability company

By: Eldorado Real Estate Investors, Inc.,
a Delaware corporation
Its: Sole Member and Manager

By: 
Name: Geoffrey Smith
Its: President

NOTARY PUBLIC
STATE OF _____)
_____) SS
COUNTY OF _____)

On this _____ day of _____, 201____, personally appeared before me, the undersigned
duly commissioned and sworn Notary Public in and for the State of Washington, the property owner(s),

_____ known to me to be the
individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they
signed and sealed said instrument as their free and voluntary act and deed for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 201____.

Notary Public in and for the
State of Washington.

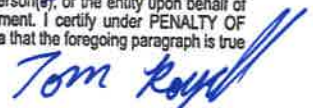
Residing at _____.

My commission expires: _____.



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Marin } ss.
On 3-3-16 before me, Tom Royall, Notary Public,
personally appeared Geoffrey Smith
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument. I certify under PENALTY OF
PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct. WITNESS my hand and official seal.



[Signatures Continue on Following Page]

Executed as of this date herein above set forth.

Grantor:

HZ MAPLE GLEN APARTMENTS, LLC,
a Delaware limited liability company

By: HZ Manager, LLC,
a Delaware limited liability company
Its: Manager

By: Hamilton Zanze & Company,
a California corporation
Its: Sole Member

By: 
Name: Anthony Zanze
COO

NOTARY PUBLIC
STATE OF California)
) SS
COUNTY OF San Francisco)

On this 3 day of March, 2016, personally appeared before me, the undersigned
duly commissioned and sworn Notary Public in and for the State of ~~Washington~~ California, the property owner(s),
Anthony Zanze known to me to be the
individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they
signed and sealed said instrument as their free and voluntary act and deed for the uses and purposes
therein mentioned.

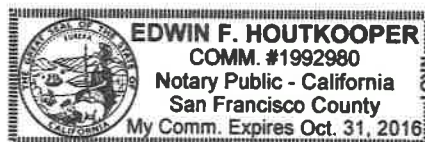
GIVEN under my hand and official seal this 3 day of March, 2016.



Notary Public in and for the
State of Washington.

Residing at San Francisco Ca.

My commission expires: 10/31/16



CITY OF MOUNTLAKE TERRACE
Accepted by the CITY OF MOUNTLAKE TERRACE:


John Cowling, City Engineer

Exhibit "A"
City of Mountlake Terrace
Easement Legal Description
Tax Parcel Number: 270428-002-017-00

That portion of the East Half of the West Half of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 28, Township 27 North, Range 4 East, W.M.,

Except the North 210 feet of the East 75 feet thereof; and

Except the North 30 feet of the remainder for county road;

Together with that portion of the West Half of the East Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter and the East Half of the East Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter and of the West Half of the West Half of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 28, Township 27 North, Range 4 East, W.M., lying southerly of the Primary State Highway No. 1;

Except road 30 feet in width, adjacent thereto the North line of said Section;

Situate in the County of Snohomish, State of Washington, described as follows:

Commencing at the southwest corner of the East Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of said Section 28;

Thence North 00°53'18" East, along the West line of the East Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of said Section 28, a distance of 161.20 feet to the True Point of Beginning;

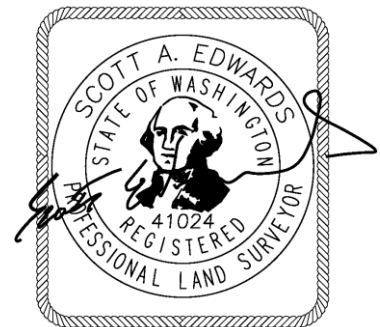
Thence North 54°44'22" East 29.37 feet to the westerly line of a Water Line Easement filed with the Snohomish County Auditor under file number 8605090281;

Thence North 07°33'16" West, along said westerly line 11.30 feet;

Thence South 54°44'22" West 27.32 feet to the West line of the East Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of said Section 28;

Thence South 00°53'18" West, along the West line 12.38 feet to the True Point of Beginning.

Said easement contains 283 square feet, more or less.

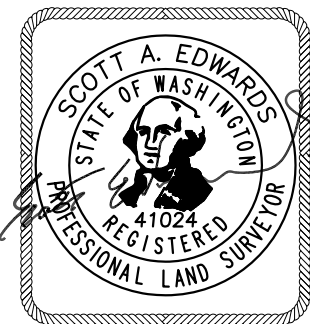
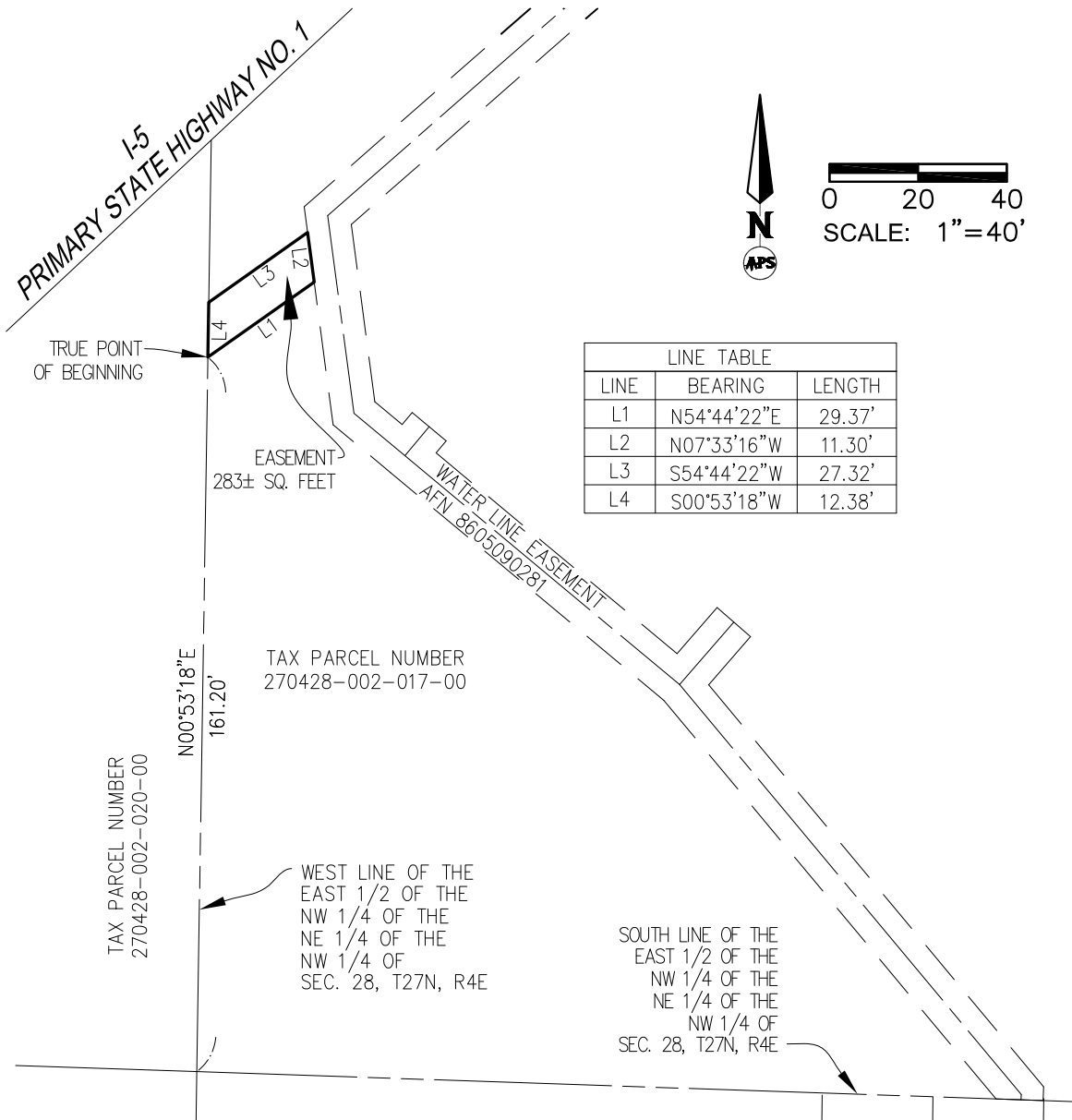


Prepared by Scott Edwards, PLS
APS Survey & Mapping
13221 SE 26th Street, Suite A
Bellevue, WA 9805
Phone 425 746 3200

November 18, 2015

EXHIBIT "B"

A PORTION OF THE NE 1/4 OF THE NW 1/4 SEC. 28, T27N, R4E, W.M.



PROJECT: 1291.002
DATE: 11/18/2015
DRAWN BY: SAE



APS
SURVEY & MAPPING

13221 S.E. 26TH STREET, SUITE A
BELLEVUE, WASHINGTON 98005
TEL. (425) 746-3200
FAX: (425) 746-3342