

WHEN RECORDED RETURN TO:

City of Mountlake Terrace
Jesse Birchman
6204 215th Street SW
Mountlake Terrace, WA 98043

**NO EXCISE TAX
REQUIRED**

MAR 14 2023

BRIAN SULLIVAN, Snohomish County Treasurer
By BRIAN SULLIVAN *ASD*

RESERVATION OF WATER UTILITY EASEMENT

Grantor(s): Central Puget Sound Regional Transit Authority
Grantee: City of Mountlake Terrace
Abbreviated Legal Description: *THAT PORTION OF 222ND STREET SOUTHWEST IN THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., Snohomish county, WA*
Assessor's Tax Parcel No(s): ~~###~~ 00000000000100
ROW No(s): LL601

RESERVATION OF WATER UTILITY EASEMENT

This RESERVATION OF WATER UTILITY EASEMENT (this "Reservation of Easement") is made by and between the City of Mountlake Terrace, a municipal corporation (the "City") and the Central Puget Sound Regional Transit Authority, a regional transit authority ("Sound Transit") in connection with the City's conveyance to Sound Transit of the property described in Exhibit "A" hereto (the "Property").

The City, for and in consideration of mutual benefits to be derived, hereby reserves unto itself, its successors, and assigns the following easement:

A non exclusive perpetual WATER UTILITY EASEMENT (the "Easement") over, under and across the Property for the purpose of constructing, reconstructing, operating, maintaining, 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 Sound Transit's adjacent Property, but only to the extent reasonably necessary for the purpose of piling dirt and providing trench stabilization during the construction,

CHICAGO TITLE INSURANCE COMPANY HAS PLACED THE DOCUMENT OF RECORD AS A CUSTOMER COURTESY AND ACCEPTS NO LIABILITY FOR THE ACCURACY OR VALIDITY OF THE DOCUMENT.

reconstruction, operation, and repair of the aforesaid water utility line(s) and related appurtenances.

The area of the Easement (the "Easement Area") is described on Exhibit "B" and delineated on Exhibit "C" hereby attached and made a part of this Reservation of Easement.

The Easement reserved herein is subject to and conditioned upon the following terms, conditions, and covenants:

1. Sound Transit and the City shall at all times conduct their respective activities and all other activities conducted on the 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 Area, or in any way interfere with, obstruct or endanger Sound Transit's or the City's use of the Easement Area or Property. The City understands and acknowledges that Sound Transit intends to construct its light rail guideway and related appurtenances in the Easement Area, and that the construction of such light rail infrastructure in the Easement Area has been expressly permitted by the City. Except for such permitted light rail infrastructure, no new structure or obstruction of a permanent nature shall be constructed or allowed to remain in, over or upon the Easement Area herein granted unless Sound Transit receives written permission from the City.
2. The City agrees that no construction, maintenance, demolition, and similar activities shall occur within ten feet of Sound Transit's light rail guideway without written notice to Sound Transit. Any such activities shall be undertaken in a manner that eliminates or minimizes any disruption to operation of Sound Transit's high capacity transportation system. Before commencement of any non-emergency work anywhere within ten feet of Sound Transit's light rail trackway, the City or its contractor or other representative shall apply for a track access permit in accordance with Sound Transit's then current track access standard operating procedures, at no cost to the City. Permit approval by Sound Transit shall not be unreasonably withheld, conditioned or delayed. In the event of an emergency, for purposes of public health and safety, the City shall have immediate access and may make emergency repairs to any of the City's facilities located within ten feet of Sound Transit's light rail trackway, without the requirement for a track access permit. In such case, prior to access, the City shall notify Sound Transit's Link Control Center or such other department as Sound Transit may subsequently identify in writing. The City shall inform the Sound Transit of the nature, type, and criticality of the emergency. For non-emergency work, Sound Transit and the City shall work collaboratively to identify work plans, processes, hours of work, physical access, track access, overhead power shutdowns and construction sequences that best address each party's interests.
3. The City shall provide Sound Transit with written notice of any planned activities that would disrupt the normal use of Sound Transit's transit operations at least ten (10) calendar days prior to any planned reconstruction or maintenance so that effective notice can be provided to the general public. Notice of the City's entry must be provided to Sound Transit's Property Management Department or to such other department as Sound Transit may

subsequently identify in writing.

4. Upon completion of any construction, maintenance, repair, or work in the Easement Area or adjacent Property 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 in the Easement Area or the adjacent Property that may be damaged or disturbed in the prosecution of any work by the City or its agents, employees, or contractors, and shall otherwise restore the surface condition to the same or substantially the same condition that it was in prior to such work so that Sound Transit may have free and unobstructed use thereof, subject to the rights of the City contained herein.
5. Notwithstanding the preceding condition, Sound Transit 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 water utility line(s) and appurtenances attached thereto within the Easement Area, along with the reasonable right of access for such purposes.
6. Sound Transit agrees that title to all brush, trees, and other vegetation or debris trimmed, cut and removed by the City from the Easement Area or adjacent Property pursuant to this Reservation of Easement is vested in the City.
7. The City does release, indemnify, and promise to defend and save harmless Sound Transit and its officers, employees and agents from and against any and all liability, loss, damage, expense, actions, and claims (collectively, "Claims"), including costs and reasonable attorney's fees incurred by Sound Transit, its officials, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of any act or omission of the City, its agents, contractors, licensees, invitee, or employees upon or within the above-described Easement or arising out of or relating to the City's exercise of the easement rights retained herein. This paragraph does not purport to indemnify Sound Transit against liability for damages arising out of bodily injury to persons or damages to property to the extent caused by or resulting from the negligence of Sound Transit, its officers, employees and agents. For purposes of this indemnity, by mutual negotiation, the City hereby waives, with respect to Sound Transit only, any immunity that would otherwise be available against such Claims under the Industrial Insurance provisions Title 51 RCW.
8. Sound Transit shall have the right to grant other non-exclusive easements, franchises and/or permits across the Property; provided, that such easements, franchises or permits shall not permit uses that unreasonably interfere with the City's authorized use of the Property under this Reservation of Easement. Other easements located within the limits of the Easement Area shall only be granted with written approval by the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Any such easements subsequently granted without City approval shall be subject to the City's rights described herein.

9. The Easement reserved herein shall run with the land described herein, and shall be binding upon the parties, their heirs, successors in interest, and assigns.

Dated and signed on this 8 day of March, 2023.
Day Month Year

Grantor: **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**

By: Michelle Reuss

Its: Acting Deputy Executive Director

Approved as to Form

By: Paul Moomaw Digitally signed by Paul Moomaw
Date: 2023.01.19 11:41:11 -08'00'
Sound Transit Legal Counsel

STATE OF WASHINGTON }
COUNTY OF KING } SS.
}

I certify that I know or have satisfactory evidence that Michelle Reuss
is the person who appeared before me, and said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to
execute the instrument and acknowledged it as the Acting Deputy Executive Director
of **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY** to be the free and
voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: March 8, 2023

Signature: Kim Bui

Notary Public in and for the State of Washington

Notary (print name): Kim Bui

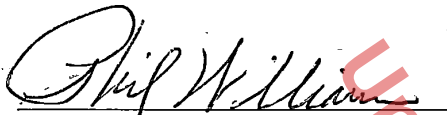
Residing at: Kent, WA

My appointment expires: 2-2-27

CITY OF MOUNTLAKE TERRACE

Accepted by the CITY OF MOUNTLAKE TERRACE:

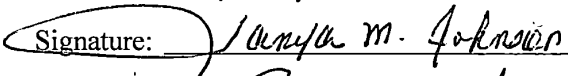
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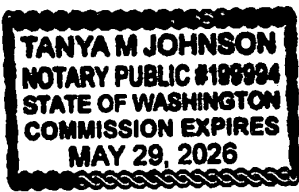

Phil Williams
Interim Public Works Director

STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Phil Williams is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the Interim Public Works Director of City of Mountlake Terrace to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/29/22

Signature: 
(print name) Tanya M. Johnson



NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Seattle, WA

MY APPOINTMENT EXPIRES May 29, 2026

EXHIBIT "A"

R/W No. LL-601
Portion 222ND ST SW – Pending Street Vacation
CITY OF MOUNTLAKE TERRACE

Grantor's Parcel:

THAT PORTION OF 222ND STREET SOUTHWEST IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF 222ND STREET SOUTHWEST AND 62ND AVENUE WEST ACCORDING TO THE PLAT OF MOUNT-LAKE TERRACE DIVISION NUMBER 34 RECORDED IN VOLUME 14 OF PLATS, PAGES 92 AND 93, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE S87°56'52"E ALONG THE CENTERLINE OF 222ND STREET SOUTHWEST A DISTANCE OF 47.19 FEET TO THE POINT OF BEGINNING;
THENCE, LEAVING SAID CENTERLINE, N00°35'57"E A DISTANCE OF 30.01 FEET TO THE NORTH MARGIN OF 222ND STREET SOUTHWEST;
THENCE S87°56'52"E ALONG SAID MARGIN A DISTANCE OF 107.46 FEET TO A POINT ON THE WEST MARGIN OF SR-5;
THENCE, S12°29'19"W ALONG SAID MARGIN, A DISTANCE OF 61.01 FEET TO THE SOUTH MARGIN OF 222ND STREET SOUTHWEST;
THENCE N87°56'52"W ALONG SAID MARGIN A DISTANCE OF 94.88 FEET;
THENCE, LEAVING SAID MARGIN, N00°35'57"E A DISTANCE OF 30.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,071 SQUARE FEET, MORE OR LESS.

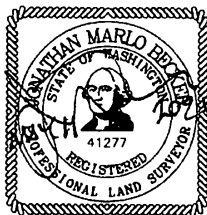


EXHIBIT "B"

R/W No. LL-601
Portion 222ND ST SW – Pending Street Vacation
CITY OF MOUNTLAKE TERRACE

Water Easement Acquired by Grantee:

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED AS EXHIBIT "A")
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GRANTOR'S PARCEL;
THENCE ALONG THE NORTH LINE THEREOF, S87°56'52"E A DISTANCE OF 107.46 FEET TO
THE NORTHEAST CORNER OF SAID GRANTOR'S PARCEL;
THENCE ALONG THE EAST LINE THEREOF, S12°29'19"W A DISTANCE OF 18.04 FEET;
THENCE LEAVING SAID EAST LINE, N87°50'51"W A DISTANCE OF 27.11 FEET;
THENCE N43°42'41"W A DISTANCE OF 6.77 FEET;
THENCE N87°46'52"W A DISTANCE OF 71.91 FEET TO THE WEST LINE OF SAID GRANTOR'S
PARCEL;
THENCE ALONG SAID WEST LINE, N00°35'57"E A DISTANCE OF 12.77 FEET TO THE **POINT
OF BEGINNING.**

CONTAINING 1,511 SQUARE FEET, MORE OR LESS.



EXHIBIT "B"

R/W No. LL-601
Portion 222ND ST SW – Pending Street Vacation
CITY OF MOUNTLAKE TERRACE

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