

City of Mountlake Terrace  
23204-58 West  
Mountlake Terrace, WA. 98043 500

NO SALES TAX  
REQUIRED

JUN 26 1980

E A S E M E N T

KIRKE SIEVERS, Snohomish County Treasurer  
By [Signature] Deputy

The Grantor, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, a municipal corporation, for good and valuable consideration, herewith acknowledged, does hereby convey, by way of Quit Claim, unto CITY OF MOUNTLAKE TERRACE as Grantee, a non-exclusive easement to construct, repair and maintain necessary slopes for the purpose of erosion and drainage control, subject to the approval of the Grantor as to location and grade, on that portion of the Grantor's right of way, formerly known as the Pacific Northwest Traction Company right of way, described as follows:

The Easterly 10 feet of that portion of the above-referred to right of way lying between Tracts 31 and 32 and Tracts 33, 34 and 39 of Solner's Five Acre Tracts, as per plat recorded in Volume 7 of Plats, page 25, records of Snohomish County, Washington and lying South of 216th Street Southwest and North of 220th Street Southwest, said right of way being shown as Tract "A" on the plat of Solner's Five Acre Tracts.

Grantor also conveys the right to Grantee to seed the slope easement area and to maintain said vegetation in a reasonably well kept manner.

As consideration for this easement Grantee hereby agrees that it shall not charge any assessments on Grantor's right of way above-mentioned for the construction and operation of Grantee's improvements; provided if for any reason Grantee or some other entity in affiliation with Grantee is required by law to levy an assessment against Grantor's right of way property, Grantee hereby agrees to pay Grantor for the rights enumerated in this easement an amount equal to the total assessment levied against Grantor's property.

It is understood that prior to any construction within the easement herein conveyed, the Grantee will first supply the Grantor with detailed drawings and specifications relating to such proposed construction and that no construction, repair or maintenance will be performed until the plans have been approved in writing by the Grantor; PROVIDED, however, that the approval of the Grantor to the performance of such construction shall not in any manner be considered as imposing any obligation upon the Grantor as to safety or propriety of such installation or construction. Prior to commencing with the initial construction, Grantee or its contractor shall obtain a special Limited Use Permit from Grantor.

The Grantee further agrees to hold and save harmless the Grantor from any and all claims for damages, whether to persons or property or otherwise that may in any manner directly or indirectly arise out of the construction, repairs or maintenance of the facilities pursuant to this easement or out of the operations of the Grantee, its successors or assigns pursuant to this easement.

It is further agreed that the Grantor shall not be held liable for any damage to the facilities or appurtenances constructed in said right of way, whether said damages are caused by the Grantor or by third persons and regardless of whether or not same are caused or contributed to by any negligence on the part of the District, its agents, servants or employees.

The Grantee does further agree that it will hold harmless the Grantor for any damages caused to the Grantor's right of way, or the Grantor's property now or hereafter placed upon said right of way, or from death or injury to any persons or to Grantor's employees, and that without regard to negligence of the Grantor (except where caused solely by negligence of Grantor) in any manner caused by the construction, repair, maintenance or patrolling of the facilities of Grantee placed upon or within said right of way, or in any way connected with the performance by Grantee of any rights pursuant to this easement.

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The Grantee further agrees that during the construction, maintenance or repair of the facilities pursuant to this easement, all reasonable precautions shall be taken to insure that the present or future facilities of the Grantor be protected from damage. The Grantor may at its discretion provide for inspection and supervision of the work and the entire expense of such inspection and supervision, in such amounts and at such rates as the District customarily uses, shall be borne by the Grantee.

The Grantee further agrees that the roadway for vehicular traffic at present installed along the Grantor's right of way be kept open at all times to insure that the Grantor has access to its facilities at all times.

The Grantee further agrees not to plant any trees on property adjacent to said easement area which would grow to a height that could be a danger to any of Grantors facilities. Grantor shall have the right to determine if the trees are a danger or become hazardous to Grantor's facilities.

The Grantee further agrees that Grantor retains the right to use said easement area for any and all purposes whatsoever and Grantor may, at any time and at its discretion, take possession of the easement area, at which time, upon 90 days notice in writing to Grantee, all rights, title, privileges and authority hereby granted shall terminate. Upon said termination, Grantee agrees to execute and deliver to Grantor, within 30 days of termination, a Quit Claim of Easement relinquishing all rights, title, privileges and authority granted by this easement.

DATED THIS 10th day of June, 1980.

PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

*Raymond L. Rice*  
Commissioner  
*James W. Langner*  
Commissioner  
*C. Stanford Orr*  
Commissioner

The terms and conditions of this easement are hereby accepted and approved on this 6th day of June, 1980, on behalf of the Grantee herein:

*Robert S. Muth*  
*City Manager*  
*City of Mountlake Terrace*

RECORDED

1980 JUN 26 AM 9:27

HENRY B. WHALEN, AUDITOR  
SNOHOMISH COUNTY, WASH.

DEPUTY *William Smith*

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss.

On this 10th day of June, 1980, before me personally appeared Roger L. Rice, James W. Langus and C. Stanford Olsen to me known to be the Commissioners of Public Utility District No. 1 of Snohomish County, the corporation that executed the within and foregoing instrument, and each acknowledged that said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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



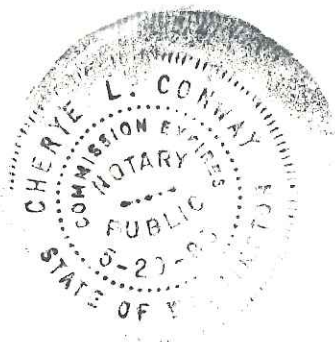
Notary Public in and for the State  
of Washington, residing at:  
Everett

(FOR CORPORATE ACKNOWLEDGEMENT)

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss.

On this 6 day of June, 1986, before me personally appeared Robert A. White to me known to be the Vice Manager ~~President and~~ of Mountlake Terrace, ~~to me known to be the~~ Secretary, of the corporation that executed the within and foregoing instrument, and each acknowledged that said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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



Notary Public in and for the State  
of Washington, residing at:  
Everett, WA 98201