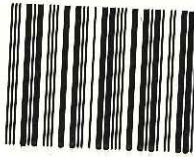


ORIGINAL  
OFFICE COPY

Return Address:  
City of Mountlake Terrace  
23204 58th Avenue West  
Mountlake Terrace, WA 98043

**COPY**  
ORIGINAL ON FILE IN THE  
COUNTY AUDITOR'S OFFICE



9806030619  
06/03/98 14:35  
p.0004 Recorded  
Snohomish County

**COVER SHEET FOR RECORDING**

Please print or type information

Document Title(s) (or transactions contained therein:)

1. Declaration of Utility Easement
- 2.
- 3.
- 4.

Reference numbers(s) of documents assigned or released:  
(on page \_\_\_\_\_ of document(s))

Grantor(s) (Last name first, then first name and initials)

1. David E. Daines
2. Daniel L. Daines
3. Nancy K. Carter
- 4.

5. ☐ Additional names on page \_\_\_\_\_ of document.

Grantee(s) (Last name first, then first name and initials)

1. City of Mountlake Terrace, Washington
- 2.
- 3.
- 4.

5. ☐ Additional names on page \_\_\_\_\_ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

A portion of the SW 1/4, Sec 22, Twp 27N, R4E, W.M.

☐ Additional legal is on page \_\_\_\_\_ of document

Assessor's property tax parcel/account number: 222704-3-020-0009

☐ Additional number is on page \_\_\_\_\_ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

MLT/RecrdCvr.sh

NO EXCISE TAX  
REQUIRED  
OFFICE COPY  
JUN 04 1998

## DECLARATION OF EASEMENT

BOB DANTINI, Snohomish County Treasurer  
By BOB DANTINI

THIS AGREEMENT is made this 17 day of July, 1997, between David E. Daines, Daniel L. Daines and Nancy K. Carter, 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".

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 easement across, along, in, upon and under Grantor's property described below for the purpose of constructing, reconstructing, operating, maintaining and repairing a utility line(s) and appurtenances thereto, including all 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:

The south 20.00 feet of the East Half of the South One-Half of the North One-Half of the South One-Half of the South One-Half of the Southwest Quarter of the Southwest Quarter of Section 22, Township 27 North, Range 4 East, W.M.

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

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

1. The Grantor and 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 anyway interfere with, obstruct or endanger the Grantor's or City's use of the easement.
2. The Grantor hereby authorizes the City to cut, trim and remove any and all brush, trees, other vegetation or debris upon the easement and the right of access for such purposes. Grantor also authorizes the City to cut, trim and remove any and all brush, trees, other vegetation and debris on Grantor's property which, in the City's reasonable judgment, constitutes a hazard to the easement and the right of access for such purposes.
3. The Grantor agrees that title to all brush, trees, other vegetation or debris trimmed, cut and removed from the easement pursuant to the Agreement, and also all brush, trees, other vegetation or debris trimmed, cut and removed from 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 of said rights.



4. 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 officers, 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, licenses, 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.
5. 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.
6. 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.

Executed as of the date herein above set forth.

Grantor: David E. Daines Grantor: Daniel L. Daines  
 David E. Daines Daniel L. Daines  
 Grantor: Nancy K. Carter  
 Nancy K. Carter

STATE OF ARIZONA )  
 ) ss.  
 COUNTY OF MARICOPA )

On this 25 day of July, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID E. DAINES, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Lori Ann Rutledge  
 NOTARY PUBLIC for ARIZONA  
 Residing at MESA  
 My commission expires: Nov. 29 2000

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF SHOULDERS )

On this 17<sup>th</sup> day of July, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL L. DAINES, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

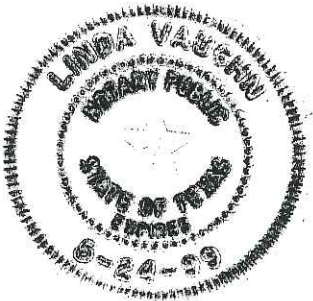


Michael A. Coster  
 NOTARY PUBLIC for WASH  
 Residing at EVERETT  
 My commission expires: 12/9/97

STATE OF TEXAS )  
COUNTY OF MCLENNAN ) ss.

On this 29TH day of JULY, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared NANCY K. CARTER, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Linda Vaughn  
NOTARY PUBLIC for TEXAS  
Residing at WACO TEXAS  
My commission expires: 5-24-99

Accepted and Approved  
CITY OF MOUNTLAKE TERRACE

By: William H. Van Ry  
Title: CITY ENGINEER

Date: May 20, 1998