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first supply the Grantor with detailed drawings and specifications relating to such proposed construction and that no construction, installation or modification of facilities 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.

The Grantee agrees, as a consideration of this easement, to install metal signs, clear and noticeable, to mark the entrance and exit of the eight inch water main on Grantor's right of way.

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, operation, 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 installation, operation, 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.

The Grantee further agrees that during the installation, modification, maintenance or repair of the facilities pursuant to this easement, all reasonable precautions 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 agrees to repair, or replace, and to restore the Grantor's fencing presently installed upon Grantor's right of way.

This easement shall be for a period of twenty (20) years and thereafter until terminated by the Grantor upon 180 days' notice in writing to Grantee, and in any event terminate in the event the Grantee, its successors or assigns abandons or terminates the use of the facilities constructed within said right of way.

As a material part of this agreement and notwithstanding anything herein to the contrary, the Grantee specifically agrees to relocate or remove all or any part of its eight inch water main and associated facilities constructed hereunder so as to avoid and not interfere with any structure or facility or any operation which the Grantor may hereafter desire to construct or conduct upon the above described property. Grantee shall commence the relocation or removal as hereinbefore provided within 120 days after it has received written notice from the Grantor setting forth in reasonable detail the location of the structure or facilities or outlining the operation which Grantor proposes to construct or conduct on the above described property. If the Grantee fails to commence the relocation or removal as hereinbefore required or, having commenced it, fails to proceed with reasonable dispatch, the Grantor shall, in addition to its remedy for damages, be entitled to specific enforcement of Grantee's obligations hereunder and shall also have the right and authority to remove, at Grantee's expense, such portion of the aforesaid eight inch water main and associated facilities as the Grantee has failed to relocate or remove as hereinbefore required.

DATED THIS 22nd day of August, 1978.

PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

Raymond B. Rice  
Commissioner

C. Stanford Olson  
Commissioner

James W. Langner  
Commissioner

The terms and conditions of this easement are hereby accepted and approved  
on this 24<sup>th</sup> day of August, 1988, on behalf of  
the Grantee herein:

Robert S. White

City Manager

City of Mountlake Terrace



STATE OF WASHINGTON )

ss.

COUNTY OF SNOHOMISH )

On this 22nd day of August, 19 78, before me personally appeared Roger L. Rice, C. Stanford Olsen and James W. Langus 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.

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

(FOR CORPORATE ACKNOWLEDGEMENT)

STATE OF WASHINGTON)

ss.

COUNTY OF )

On this 24th day of August, A.D., 1978, before me personally appeared Robert S. White to me known to be the City Manager ~~President~~, and CITY OF MOUNT LAKE 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.

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

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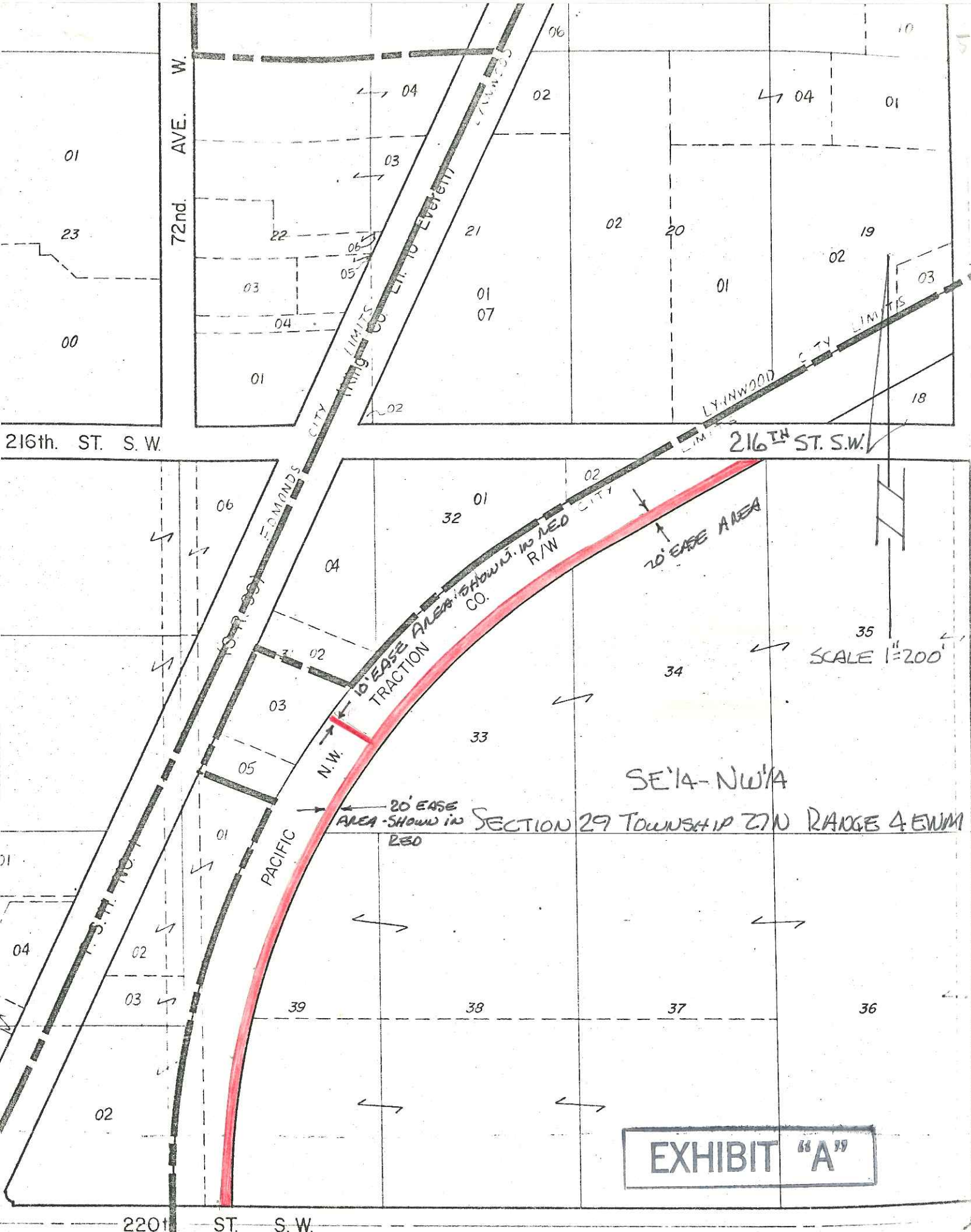


EXHIBIT "A"

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1/4 Sec. Cor

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CERTIFICATE

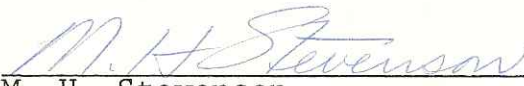
I, the undersigned, do hereby certify that I am the duly appointed Clerk of the Board of Commissioners of Public Utility District No. 1 of Snohomish County, Washington, and that the attached and foregoing is a true and correct copy of Resolution No. 2224 entitled:

A RESOLUTION granting unto the City of Mountlake Terrace an Easement for a water line.

That said Resolution was adopted by the Commission of said District at a regular meeting held on August 22, 1978 at which a quorum of the members of the Commission was present;

That said Resolution has not been altered or amended and the same is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said District this 22nd day of August, 1978.

  
\_\_\_\_\_  
M. H. Stevenson  
Clerk of the Board of Commissioners



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RESOLUTION NO. 2224

A RESOLUTION granting unto the City of Mountlake Terrace an Easement for a water line

WHEREAS, the City of Mountlake Terrace desires to install an eight-inch water line from 216th Street S.W. to 220th Street S.W. along the District's PNT right of way; and

WHEREAS, the District finds the real estate which would be utilized by the water line is not necessary to District operation,

NOW, THEREFORE, BE IT RESOLVED by Public Utility District No. 1 of Snohomish County, Washington, that the District convey to the City of Mountlake Terrace, a municipal corporation, an Easement to construct, operate, repair and maintain a water line in and along that portion of the District's right of way described as follows:

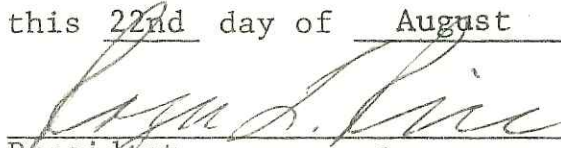
The Easterly 20 feet of that portion of the above described right of way lying North of 220th Street Southwest and South of 216th Street Southwest, being within the Southeast quarter of the Northwest quarter of Section 29, Township 27 North, Range 4 East, W.M., TOGETHER WITH a 10-foot strip of land for water service location which lies perpendicular to said 20-foot easement area,


said easement area being shown in red on Exhibit "A" attached hereto and by reference made a part hereof,

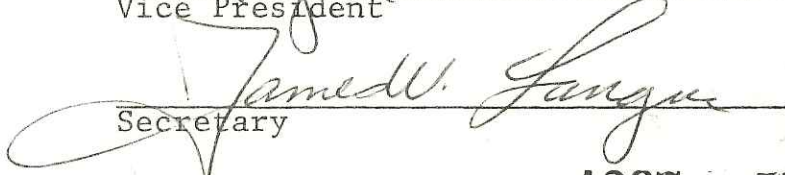
and that with the provisions of the easement agreement attached hereto the real estate actually utilized by said line is not now necessary, material to or useful in the operation of the District; and

BE IT FURTHER RESOLVED that said Easement shall be substantially of the form and substance of that Easement attached hereto as Exhibit "A", by this reference made a part hereof, and that said Easement shall be executed by the Commissioners of the District.

PASSED AND APPROVED this 22nd day of August, 1978.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Secretary

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