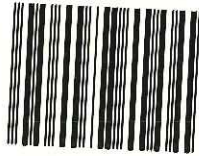


ORIGINAL
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COPY
ORIGINAL ON FILE IN THE
COUNTY AUDITOR'S OFFICE

Return Address:

Will VanRy, City Engineer
23204 58th Avenue West
Mountlake Terrace, WA 98043



9806030622
06/03/98 14:35
p.0008 Recorded
Snohomish County

NO EXCISE TAX
REQUIRED

JUN 04 1998

SOB DANTINI, Snohomish County Treasurer
By SOB DANTINI

Document Title(s): Declaration of Storm Drainage Utility Easement

Assessor's Property Tax Parcel / Account Number: 222704-3-025-004

222704-3-024-005

Reference Number(s): N/A

222704-3-008-005

222704-3-009-004

Grantor(s) (Last name, First name, Middle initials): Albertson's, Inc., a Delaware corporation

Grantee(s) (Last name, First name, Middle initials): City of Mountlake Terrace, Washington

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

Portion of SW 1/4, Sec 22, Twp27N, R4E, W.M.

DECLARATION OF STORM DRAINAGE UTILITY EASEMENT

THIS AGREEMENT is made this 15th day of May, 1998, between Albertson's, Inc., a Delaware corporation, 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 the Grantor's property described below for the purpose of constructing, reconstructing, operating, maintaining, and repairing the "Storm Drainage ~~Facilities~~ Utility" described herein.

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: ~~(INSERT LEGAL)~~ See Schedule I attached hereto.

The referenced "Storm Drainage Utility" include: any and all storm drainage detention system(s), storm drainage conveyance system(s), and storm water quality protection utility, and all appurtenances attached thereto, and are limited to those systems and utility which are located within the described easement.

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

1. The Grantor and the City 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 utility, now or hereafter maintained upon or adjacent to the easement, or in any way interfere with, obstruct or endanger the Grantor's or the City's use of the easement.
2. The Grantor 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 Storm Drainage Utility line(s) and appurtenances attached thereto within the easement, along with the right of access for such purposes.
3. 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 City, 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.
4. The Grantor agrees to inspect the entire Storm Drainage Utility on a regular basis, but not less than once per year. The Grantor agrees to correct all defects or deficiencies found in a timely manner.
5. The Grantor agrees to assume full responsibility for all costs associated with the construction, reconstruction, operation, maintenance or repair, and inspection of the Storm Drainage Utility as needed to maintain the same size, shape, and location, to a condition similar to those described on the approved construction plans, sheets numbers 1.12 - 1.14, prepared by Apex Eng., dated 6/24/97.
6. The Grantor agrees to maintain said Storm Drainage Utility to the satisfaction of the City in a timely manner.
7. The Grantor agrees to perform all necessary maintenance duties to said Storm Drainage Utility on a regular and timely basis. Those maintenance duties shall include but are not limited to the following; cutting, trimming, and removal of any and all brush, trees and other vegetation or debris, where these duties are necessary to maintain the proper function and use of the Storm Drainage Utility. Maintenance duties and procedures for the water quality treatment utility including all "Grass Lined Swale(s)" shall be performed as described herein.

GRASS LINED SWALE MAINTENANCE DUTIES

Grass-lined swales designed for bio-filtration must be functional at all times. Improper functioning, including channel hydraulics, vegetation, erosion, sediment deposition, and inlet-outlet structures must be repaired within 15 days. The property owner is responsible for all maintenance work. A Designated City Official will inspect swales periodically and may require additional maintenance work. If the property owner fails or refuses to perform maintenance work, the City will perform the work and the property owner will be liable for payment of all labor, equipment, materials, administration, and legal costs of the maintenance work.

GRASS LINED SWALE MAINTENANCE PROCEDURES

- (A.) Grass must be maintained at all times. Eroded grass-lined swales must be revegetated within 15 days. Eroded areas or gullies will be filled with sufficiently compacted topsoil and must be seeded or covered with sod and pinned in place. Seeding or sodding must be done in accordance with Mountlake Terrace Engineering Standards.
- (B.) Sediment or debris will be carefully removed by hand, without causing any erosion.
- (C.) Channel hydraulics must be maintained. Slope and bank failures must be corrected to provide designed conveyance capacity. All earthwork must be compacted, then seeded or sodded. During channel improvement work, by-pass flow around the work site.
- (D.) Absolutely no dumping is allowed in the swales. Grass-lined swales must not be used for any other activities which may impact the swale, grass, energy dissipators, water quality, and inlet-outlet structures.
- (E.) Clogged inlets or outlet pipes must be cleaned to assure the designed flow rate.
- (F.) Grass must be mowed as necessary to maintain height between two inches and nine inches. Cut grass shall be removed from the swale.
8. Should the Grantor fail to perform the maintenance duties and procedures described herein to the City's satisfaction, the Grantor hereby authorizes the City to enter said property for the purpose of repairing or maintaining the Storm Drainage Utility listed herein. The Grantor hereby agrees to compensate the City for the entire cost associated with those repairs or maintenance.
9. The Grantor agrees to maintain all established setbacks from the Storm Drainage Utility as described on the approved construction plans, sheets numbers 1.14 - 1.14, prepared by Apex Eng., dated 6/24/97.
10. 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 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, 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.
11. 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.
12. 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. The terms of this instrument are subject to the provisions of the Easement Addendum attached hereto.

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Executed as of this date herein above set forth.

Grantor: Albertson's, Inc.

By: William H. Arnold
William H. Arnold
Vice President, Real Estate Law

NOTARY PUBLIC
STATE OF ~~WASHINGTON~~ IDAHO

County of Ada

On this 19 day of May A.D., 1998 before me personally appeared William H. Arnold

to be the VP, Real Estate Law of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Helene J. Myers
Comm. Exp. 12-21-2001
Notary Public in and for the State of Idaho, residing at Boise, ID

Acknowledged by:
NAME OF BANK

name of bank officer, position of officer



NOTARY PUBLIC
STATE OF WASHINGTON

County of _____

On this _____ day of _____ A.D., 19__ before me personally appeared _____

to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

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

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CITY OF MOUNTLAKE TERRACE

Accepted by the CITY OF MOUNTLAKE TERRACE:



Willem VanRy, City Engineer

h:\engineer\forms\sdesmnt.wpd

EASEMENT ADDENDUM

Grantor: Albertson's, Inc.
Grantee: The City of Mountlake Terrace
Instrument Date: May 15, 1998

Anything in this instrument to the contrary notwithstanding, Grantee by recording this instrument and/or exercising the rights herein granted agrees to the following conditions, which shall control over any inconsistent provisions in the body of the instrument.

(a) The easement(s) herein granted are subject to all easements and encumbrances of record at the time this instrument is recorded and are non-exclusive (despite the language in the instrument to the contrary) provided later recorded easements shall be subject to Grantee's rights and uses.

(b) All lines, equipment and their related components and supports placed within the described easement area(s) by Grantee, or Grantee's agents or contractors, pursuant to this instrument ("Grantee's Property") shall remain the property of Grantee. Grantee shall at all times safely operate and maintain Grantee's Property and shall promptly repair and restore to its prior condition any paving, parking lot striping or other improvements, except planters, light standards, building and other major structures, existing within the described easement area(s) which are disturbed in the use of the easement herein granted by Grantee, or Grantee's agents or contractors.

(c) Grantor and its successors and assigns retain the right to full use of the surface of the described easement area(s) except where inconsistent with Grantee's rights, provided, however, Grantor will not erect any building or major structure within the described easement area(s).

(d) Grantee shall not in the exercise of the within easement(s) unreasonably interfere or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the described easement area(s), or unreasonably interfere with any business of Grantor. Nothing in this Paragraph (d), however, shall allow Grantor or Grantor's agents or contractors to construct a building or other major structure within the described easement area as provided in Paragraph (c) herein, or to unreasonably interfere with Grantee's rights to construct, operate and maintain Grantee's Property hereunder.

(e) Grantor shall not be obligated to indemnify, defend or hold harmless the Grantee for liabilities, damages, costs expenses, claims and the like arising out of, or in any way relating to, negligent or other tortious acts or omissions of the Grantee.

(f) After recording this instrument, Grantee shall provide Grantor with a clean copy of the recorded instrument, showing the date, instrument number, book and page of recording.

OK-PW
5-19-98
JP

May 7, 1998
File #19463/98

SCHEDULE I
Page 1 of 2

**ALBERTSON FOOD CENTER NO. 414
STORM SEWER EASEMENT**

AN EASEMENT OF VARYING WIDTH FOR STORM SEWER PIPELINES, BIOSWALES, AND OTHER APPURTENANCES UNDER AND ACROSS A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, CITY OF MOUNTLAKE TERRACE, SNOHOMISH COUNTY, WASHINGTON, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF LOT 5, GOODNIGHT ACRES AS SHOWN ON THE PLAT THEREOF RECORDED IN VOLUME 47 OF PLATS AT PAGE 16 AND THE NORTHERLY MARGIN OF 212TH STREET S.W. AS DESCRIBED IN DEED RECORDED UNDER FILE 9012210155; THENCE NORTH 00°58'44" EAST ALONG THE EAST LINE OF SAID LOT 5 AND THAT LINE EXTENDED 561.57 FEET; THENCE NORTH 71°57'06" WEST 19.24 FEET TO THE POINT OF BEGINNING OF A 10-FOOT-WIDE EASEMENT, SAID POINT ALSO REFERRED TO HEREINAFTER AS POINT "A"; THENCE SOUTH 71°57'06" EAST 23.75 FEET; THENCE SOUTH 00°55'47" WEST 84.67 FEET TO THE BEGINNING OF A 20-FOOT-WIDE EASEMENT HAVING 5.00 FEET LEFT AND 15.00 FEET RIGHT OF THE FOLLOWING DESCRIBED LINE; THENCE SOUTH 88°35'23" EAST ALONG SAID LINE 323.89 FEET AT WHICH POINT THE EASEMENT WIDTH BECOMES 20.00 FEET LEFT AND 10 FEET RIGHT OF THE DESCRIBED LINE; THENCE CONTINUE SOUTH 88°35'23" EAST 35.00 FEET TO THE TERMINUS OF THIS LINE DESCRIPTION.

TOGETHER WITH:

AN EASEMENT 26 FEET IN WIDTH THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED POINT "A"; THENCE NORTH 02°20'17" EAST 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°20'17" WEST 127.61 FEET; THENCE SOUTH 03°59'29" WEST 80.62 FEET TO A POINT HEREINAFTER KNOWN AS POINT "B"; THENCE CONTINUE SOUTH 03°59'29" WEST 10.00 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

ALSO TOGETHER WITH:

AN EASEMENT 10 FEET IN WIDTH THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE AFOREMENTIONED POINT "B"; THENCE SOUTH 30°41'34" EAST 21.33 FEET; THENCE SOUTH 45°33'55" WEST 90.82 FEET TO A POINT

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SCHEDULE I
Page 2 of 2

HEREINAFTER KNOWN AS POINT "C" AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

ALSO TOGETHER WITH:

AN EASEMENT 45 FEET IN WIDTH HAVING 15.00 FEET RIGHT AND 30 FEET LEFT OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE AFOREMENTIONED POINT "C"; THENCE SOUTH 87°26'45" EAST 21.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°26'45" WEST 237.87 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

MFG/kd

Legals/19463_W18

