

City of Mountlake Terrace
c/o Finance Director
23204 58th Ave. W.
Mountlake Terrace, WA 98043

NO EXCISE TAX
REQUIRED

JUN 2 1987

KIRKE BUCKER, Snohomish County Treasurer
By [Signature] Deputy

WATER MAIN EASEMENT

In consideration of One Dollar (\$1.00) and the benefits to accrue by reason of the construction and establishment of six and eight inch water mains, the Grantor, CANNON & WRIGHT, a partnership of HUGH S. CANNON and WINSLOW W. WRIGHT, hereby grants, authorizes, and permits the CITY OF MOUNTLAKE TERRACE, a municipal corporation, and its successors and assigns, the right, privilege, and authority to enter upon, construct, improve, repair, and maintain six and eight inch water main and appurtenances, across, over, and upon the following described land, located in Snohomish County, State of Washington, to wit:

That portion of the Lot 19, Block A, of the Plat of Mountlake Terrace, as recorded on Pages 3 and 3a, Volume 13 of Plats, Records of Snohomish County, State of Washington, described as follows:

Beginning at the Northeast Corner of said Lot 19; thence North $87^{\circ} 04' 32''$ West along the North Margin of said lot, a distance of 221.78 feet, to its intersection with the West Margin of Section 33, Township 27 North, Range 4 East, W.M.; thence South $00^{\circ} 04' 20''$ East along the said West Margin, a distance of 18.02 feet, to its intersection with a line parallel to, and 18.00 feet southerly of, the North Margin of said Lot 19; thence South $87^{\circ} 04' 32''$ East along said parallel line, a distance of 220.34 feet, to its intersection with the West Margin of 60th Avenue West, said intersection being a point on a curve to the right having a radius of 925.05 feet at which point the radial center bears North $84^{\circ} 59' 34''$ West; thence northerly along the arc of said curve through a central angle of $01^{\circ} 60' 55''$, an arc distance of 18.01 feet to the True Point of Beginning.

TOGETHER WITH that portion of the Southeast Quarter of the Southeast Quarter of Section 32, Township 27 North, Range 4 East, W.M., said portion being a strip of land ten (10) feet in width, with five (5) feet on both sides of the Line "X", described as follows:

Commencing at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of said Section 32; thence South $00^{\circ} 04' 20''$ East along the East Margin of Section 32, a distance of 75.06 feet, to the True Point of Beginning of Line "X"; thence North $87^{\circ} 04' 32''$ West, a distance of 37.42 feet; thence North $02^{\circ} 55' 28''$ East, a distance of 12.07 feet; thence North $19^{\circ} 34' 32''$ West, a distance of 66.47 feet to an intersection with the North Margin of the Southeast Quarter of the Southeast Quarter of said Section

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VOL. 2059 PAGE 2256

8706020162

32 and the Terminus of Line "X", said terminus bearing North 89° 02' 07" West, a distance of 58.94 feet, from the Northeast Corner of the Southeast Quarter of the Southeast Quarter of said Section 32.

The Grantor also grants to the CITY OF MOUNTLAKE TERRACE, its successors and assigns, the license to enter upon the Grantor's property adjacent to the above described easement area for construction purposes, said license to terminate upon acceptance of the work within said easement area.

The Grantor shall not construct or maintain structures over, upon, or within the easement area, with its use generally limited to use as an at grade parking or landscaped area.

In exercising the rights herein granted, the Grantee shall restore said land to its present condition and configuration upon completion of the construction of the water main.

The Grantee and its successors and assigns may pass and repass over said land and may cut and remove brush, trees, and other obstructions which in the opinion of the Grantee, interfere with the construction, operation, and maintenance of the access to the water main.

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof.

IN WITNESS WHEREOF, said partnership has caused this instrument to be executed this 2nd day of June, 1987

CITY OF MOUNTLAKE TERRACE

By: Robert S. White

City Manager

CANNON & WRIGHT, A PARTNERSHIP

By: Winslow W. Wright

Winslow W. Wright

By: Hugh S. Cannon

Hugh S. Cannon

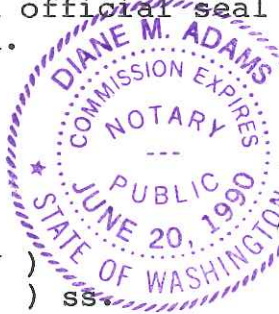
STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 29th day of May, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Winslow W. Wright and Hugh S. Cannon known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged they signed the same as their ~~the~~ free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned.

8706020162

VOL. 2059 PAGE 2257

WITNESS my hand and official seal hereto affixed the day and year first above written.



Diane M. Adams
 NOTARY PUBLIC in and for the
 State of Washington, residing
 at Seattle
My Commission Expires 6-20-90.

STATE OF WASHINGTON)
) ss.
 COUNTY OF SNOHOMISH)

On this _____ day of _____, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged _____ signed the same as _____ the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned.

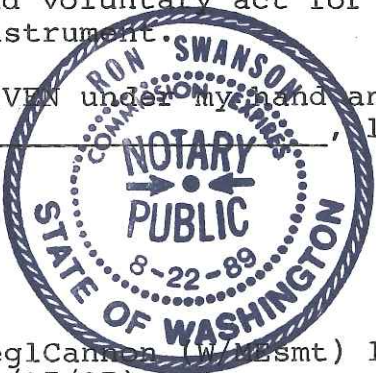
WITNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for the
 State of Washington, residing
 at _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that ROBERT G. WHITE signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it, as the CITY MANAGER OF THE CITY OF MOUNTLAKE TERRACE, to be the free and voluntary act for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 2nd day of June, 1987.



Ron Swanson
 NOTARY PUBLIC in and for the
 State of Washington, residing
 at Bellevue WA

Legl Cannon (W/LESmt) 1-2
 (5/27/87)

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VOL. 2059 PAGE 2258

RECORDED

JUN -2 AM 11:40

DEPT. V. WILLIAMS, AUDITOR
 SNOHOMISH COUNTY, WASH.