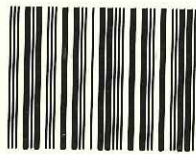


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Snohomish County

**NO EXCISE TAX
REQUIRED**

JUN 04 1998

FOR DANTINI, Snohomish County Treasurer
By BOB DANTINI

Return Address:

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

Document Title(s): Declaration of Sewer 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): Albdertson'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, Twp 27N, R4E, W.M.

DECLARATION OF SEWER 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 SEWER UTILITY EASEMENT across, along, in, upon, and under the
Grantor's property described below for the purpose of constructing, reconstructing, operating,
maintaining, and repairing the sewer utility line(s) and appurtenances attached thereto, but
specifically excluding sanitary (side) sewer service lines between the manhole and the structure
being served, together with the right of ingress and egress from said property and across adjacent
property of the Grantor for the purpose of piling dirt and providing trench stabilization during the
construction, reconstruction, operation, and repair of the aforesaid improvement or facility.

The SEWER UTILITY 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:

See Schedule I attached hereto

~~(INSERT LEGAL OR LEGALS)~~

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 facilities, 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 sewer 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 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.
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. The terms of this instrument are subject to the provisions of the Easement Addendum attached hereto

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., 19 98 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 I. Myers

Comm. exp. 12-21-2001

Notary Public in and for the State of ~~Washington~~ ^{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 ___ w ___ 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 _____

CITY OF MOUNTLAKE TERRACE

Accepted by the CITY OF MOUNTLAKE TERRACE:

Willem H. Van Ry
Willem VanRy, City Engineer

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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.

May 26, 1998
File #19463/98

SCHEDULE I

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

AN EASEMENT 15 FEET IN WIDTH FOR SANITARY SEWER PIPELINES AND 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, SAID EASEMENT HAVING 5.00 FEET ON THE LEFT SIDE AND 10.00 FEET ON THE RIGHT SIDE OF THE FOLLOWING DESCRIBED LINE:

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 $00^{\circ}58'44''$ EAST ALONG THE EAST LINE OF SAID LOT 5 AND THAT LINE EXTENDED 143.46 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH $88^{\circ}07'16''$ WEST 53.42 FEET; THENCE NORTH $02^{\circ}15'10''$ EAST 160.18 FEET; THENCE NORTH $88^{\circ}30'11''$ WEST 337.85 FEET; THENCE SOUTH $56^{\circ}45'30''$ WEST 30.12 FEET TO AN INTERSECTION WITH A LINE BEARING NORTH $01^{\circ}03'37''$ EAST THE SIDELINES OF THIS CENTERLINE COURSE ARE TO BE LENGTHENED OR SHORTENED TO END AT SAID LINE, SAID INTERSECTION BEING THE **TERMINUS** OF THIS EASEMENT DESCRIPTION.

MFG/kd

Legals/19463_W21



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