

0010208068

UTILITY EASEMENT

900

The City of Mountlake Terrace, its heirs, successors and assigns (hereinafter together referred to as "Grantor"), for and in consideration of the sum of Ten/100 Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, hereby conveys and grants to the MUNICIPALITY OF METROPOLITAN SEATTLE, its successors and assigns (hereinafter together referred to as "MUNICIPALITY"), a permanent easement over, across, along, in, upon and under the following described property:

A strip of land 15 feet in width lying within lot 25, Lake Ballinger Land Co.'s plat Subdivision No. 1 as recorded in volume 9 of plats, pages 57 and 58, records of Snohomish County Washington, said strip of land being 7.5 feet on each side of the following described centerline:

Commencing at the Southwest corner of said lot 25; thence South  $88^{\circ}25'43''$  East along the south line of said lot a distance of 63.99 feet; thence North  $63^{\circ}50'29''$  East, 20.76 feet to the Northerly Margin of 244th Street S.W. as deeded to Snohomish County under Auditors file No. 58296 (now 10.00 feet North and parallel to the South line of said lot) and the true point of beginning; thence continuing North  $63^{\circ}50'29''$  East, 8.79; thence North  $80^{\circ}42'51''$  East, 52.77 feet; thence North  $1^{\circ}34'17''$  East, 12.60 feet to the terminus of said easement (excluding that portion of the alignment lying outside the pump station property in lot 25)

Said easement being for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing and using a sewer pipeline with all connections, manholes and appurtenances thereto, together with the right of ingress to and egress from said described property for the foregoing purposes.

Grantor does further convey and grant to the MUNICIPALITY at no cost a temporary construction easement for all purposes during the construction of said facilities over, across, along, in, upon and under the following described property:

A strip of land 30 feet in width and lying 15 feet on each side of the above described centerline.

together with the right of ingress and egress from said described property for the foregoing purposes, said easement to commence on the date of this instrument and to terminate on the date actual use of said easement area shall terminate or on June 30, 1992, whichever shall first occur.

VOL. 2252 PAGE 2037  
NO EXCISE TAX  
REQUIRED

8908070100

AUG 23 1989  
By  Snohomish County Treasurer  
Deputy

The Grantor hereby and the MUNICIPALITY, by accepting and recording this easement, mutually covenant and agree as follows:

1. MUNICIPALITY shall, upon completion of any construction of any facilities described herein, remove all debris and restore the surface of the above described property as nearly as possible to the condition in which it existed at the date of this agreement.
2. MUNICIPALITY shall, if the above described property is disturbed by the maintenance, removal, repair or replacement of the facilities specified herein, restore the surface of the above described property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal repair or replacement.
3. MUNICIPALITY shall protect and save harmless Grantor from any and all claims, demands, loss, damage, expense and liability of every kind and description including personal injury and for any damage to or loss or destruction of property whatsoever suffered by Grantor, its heirs, successors and assigns, or by any persons, firms or corporations, because of the construction and/or maintenance of said facilities.
4. All right, title, and interest that may be used and enjoyed without interfering with the easement rights herein conveyed are reserved to the Grantor. Except as otherwise provided herein and after the date of this agreement the construction, installation or maintenance whether temporary or permanent, shall be absolutely prohibited within the aboved described permanent easement area and shall be deemed unreasonable interference with the Municipality's easement rights unless specifically approved in writing by the MUNICIPALITY which approval shall not be unreasonably withheld. Moreover, as to such unapproved structures the provisions of Paragraph 1, 2 and 3 shall not apply.

Dated this 16<sup>th</sup> day of May, 1989.

CITY OF MOUNTLAKE TERRACE

By:

Title:

Robert S. White  
City Manager

9 AUG 17 AM 11:10

RECORDED

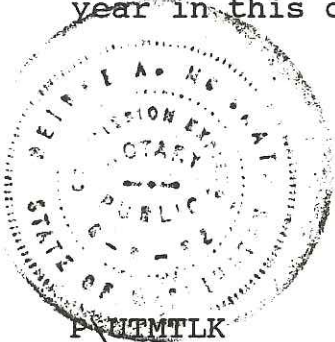
*[Handwritten signature]*



STATE OF WASHINGTON) ss.  
COUNTY OF SNOHOMISH)

On this 16<sup>th</sup> day of May, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the City Manager of the City of Mountlake Terrace, a municipal 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 is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and  
~~year in this~~ certificate above written.



Dwight A. McGrath  
Notary Public in and for the State of  
Washington, residing at Edmonds, WA.

My commission expires 1992.