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SEP 11 1990

UTILITY EASEMENT

KIRKE SIEVERS, Snohomish County Treasurer
By AS Brutter Deputy

THE UNDERSIGNED, Dorothy Itha Hubbard, Grantor, her heirs, successors and assigns (hereinafter together referred to as "Grantor"), for and in consideration of the sum of Ten dollars and no/100 dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby conveys and grants to Sundquist Homes, Inc., its successors and assigns (hereinafter referred to as the "Grantee", from the following described property:

The north 400 feet of the north three quarters (N 3/4) of the east one-half of the northeast quarter of the southeast quarter, Section 28, Township 27, Range 4, situate in Snohomish County, State of Washington.

a permanent easement over, across, along, in, upon and under the following described portion of the above-described property:

The west ten feet of the north ten feet

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

Grantor does further convey and grant to the Grantee a temporary construction easement for all purposes during the construction of said facilities over, across, along, in, upon and under the following described property, together with the right of ingress to 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. The legal description for the temporary construction easement is as follows:

The west fifteen feet of the north fifteen feet of the north 400 feet of the north three quarters (N 3/4) of the east one-half of the northeast quarter of the southeast quarter, Section 28, Township 27, Range 4, situate in Snohomish County, State of Washington.

The Grantor does hereby and the Grantee, by accepting and recording this Easement, mutually covenant and agree as follows:

1. The Grantee shall, upon completion of any initial construction of any facilities described herein and before the termination of the above-described temporary construction easement, rebuild any fences removed, 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. The Grantee shall, if the above-described property is disturbed by the maintenance, removal, repair or replacement of the facilities specified herein, rebuild any fences removed, 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.

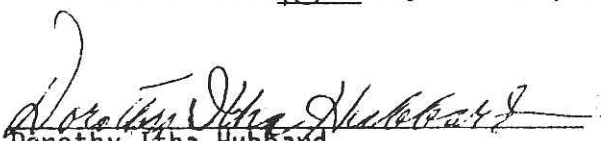
3. The Grantee shall protect and save harmless Grantor from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to or loss or destruction of property suffered by Grantor, Grantor's heirs, successors and assigns or by any persons, firms, or corporations, because of the construction and/or maintenance of said facilities.

4. All right, title and interest which may be used and enjoyed without interfering with the easement rights herein conveyed are reserved to the Grantor. The Grantor, Grantor's heirs', successors' or assigns' shall retain a reciprocal right to use the storm drainage system to benefit the Grantors' estate at anytime in the future. The construction, installation, maintenance, or operation of connecting storm sewer lines from Grantor's estate together with ingress to and egress said property to effectuate the hook-up is likewise expressly permitted. Other than the foregoing hook-up provisions, the construction, installation or maintenance, after the date of this Agreement, however, of structures of a permanent nature shall be deemed an encroachment upon said easement rights and as to such structures the provisions of paragraphs 1, 2 and 3 shall not apply; and, further, Grantor, Grantor's heirs, successors and assigns shall be obligated to remove said encroachments at Grantor's, Grantor's heirs', successors' and assigns' expense.

5. It is planned that the rights herein provided shall be assigned by the Grantee to the City of Mountlake Terrace on completion of the storm sewer line and will thereafter be operated by the City of Mountlake Terrace. The Grantor so consents to such assignment.

6. The Grantee agrees not to assign the easement described hereinabove to the City of Mountlake Terrace as contemplated above in paragraph 6 until Grantor's property is restored on the surface as nearly as possible to the condition in which it existed at the date the Grantee caused its condition to change, to the extent that the Grantee (or its agents, employees, representatives, etc.) is responsible for such changes.

DATED this 18th day of June, 1990.


Dorothy Itha Hubbard

GENERAL ACKNOWLEDGMENT

NO. 201

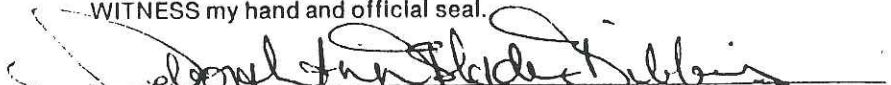
State of Washington
County of Snohomish } ss.

On this the 18th day of June 1990, before me,
Deborah Ann Bladen-Bibbins

the undersigned Notary Public, personally appeared
Dorothy Itha Hubbard



☒ personally known to me
☐ I proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) IS subscribed to the
within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.


Notary's Signature