

AFTER RECORDING PLEASE RETURN TO:
SUNDQUIST HOMES, INC.
PO Box 958
Lynnwood, Wa 98046-0958

REASSIGNED to MCT under
SECTION 2 of AF # 9110100277 # 502-5141-50

CT-misc.

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UTILITY EASEMENT

THE UNDERSIGNED, Church of Jesus Christ of Latter Day Saints, Grantor, her heirs, successors and assigns (hereinafter together referred to as "Grantor"), for and in consideration of the sum of Five Thousand dollars and no/100 dollars (\$5,000.00) 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 half of the northwest quarter of the northeast quarter of the southeast quarter of Section 28, Township 27 north, Range 4, east, W.M., Snohomish County, Washington.

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

That portion of the North half of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 27 North, Range 4 East, W.M., Snohomish County, Washington, embraced within a strip of land 10 feet in width, having 5 feet of such width on each side of the following described centerlines;

COMMENCING at the Northeast corner of said subdivision; thence S 0° 03'15"E along the East line thereof 5.20 feet to the POINT OF BEGINNING, said point hereinafter referred to as Point "A"; thence S88°58'13"W 298.35 feet to intersect a line parallel with and 17 feet South of the North line of said subdivision at a point hereinafter referred to as Point "B"; thence N88°45'45"W along said parallel line 346.29 feet to a point on the Easterly margin of 48th Avenue West and terminus of this centerline and easement, said point hereinafter referred to as Point "C".

ALSO, BEGINNING at said Point "B"; thence S2°05'21"W 72.46 feet to a point hereinafter referred to as Point "D" and the terminus of this centerline and easement

The sidelines of said easement shall lengthen or shorten so as to be continuous.

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 of completion of construction of said facilities. The legal description for the temporary construction easement is as follows:

Those portions of said North half embraced within a strip of land 20 feet in width, having 10 feet of such width on each side of the above-described centerlines between said Points "B" and "D" and between said Points "B" and "C".

ALSO, a strip of land 20 feet in width, having 5 feet of such width Northerly and 15 feet of such width Southerly of the above-described centerline between said Points "A" and "B".

The sidelines of said easement shall lengthen or shorten so as to be continuous.

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

REAL ESTATE EXCISE TAX
SALE PRICE 5000
RECEIPT NO. 18810

-1-

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SEP 20 1990
KIRKE SIEVERS, Snohomish County Treasurer
By Patricia Deputy

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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, trees and landscape on Grantors or neighbors 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, trees and landscaping on Grantors or neighbors 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 29th August day of June, 1990.

Church of Jesus Christ of Latter Day Saints

Corporation of the Presiding Bishop of the Church of
Jesus Christ of Latter-day Saints, a Utah Corporation sole

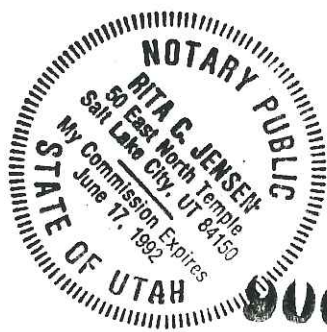
by Jane A. Baker

AUTHORIZED AGENT

STATE OF Utah
COUNTY OF Salt Lake } ss.

ON August 29th, 1990,
before me, the undersigned, a Notary Public in and for said State, personally appeared

Fred A. Baker, known to me to be the
Authorized Agent
of the same corporation
the Corporation that executed the within Instrument, known to me to be the person who
executed the within Instrument, on behalf of the Corporation, therein named, and acknowledged
to me that such Corporation executed the same.



WITNESS my hand and official seal.

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Rita C. Jensen
Notary Public in and for said State.

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OFFSITE STORM EASEMENT

Permanent Easement

Those portions of the North half of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 28, Township 27 North, Range 4 East, W.M., Snohomish County, Washington, embraced within strips of land 10 feet in width, having 5 feet of such width on each side of the following described centerlines:

COMMENCING at the Northeast corner of said subdivision; thence $S0^{\circ}03'15''E$ along the East line thereof 5.20 feet to the POINT OF BEGINNING, said point hereinafter referred to as Point "A"; thence $S88^{\circ}58'13''W$ 298.35 feet to intersect a line parallel with and 17 feet South of the North line of said subdivision at a point hereinafter referred to as Point "B"; thence $N88^{\circ}45'45''W$ along said parallel line 346.29 feet to a point on the Easterly margin of 48th Avenue West and the terminus of this centerline and easement, said point hereinafter referred to as Point "C".

ALSO, BEGINNING at said Point "B"; thence $S2^{\circ}05'21''W$ 72.46 feet to a point hereinafter referred to as Point "D" and the terminus of this centerline and easement.

The sidelines of said easement shall lengthen or shorten so as to be continuous.

Temporary Construction Easement

Those portions of said North half embraced within a strip of land 20 feet in width, having 10 feet of such width on each side of the above-described centerlines between said Points "B" and "D" and between said Points "B" and "C".

ALSO, a strip of land 20 feet in width, having 5 feet of such width Northerly and 15 feet of such width Southerly of the above-described centerline between said Points "A" and "B".

The sidelines of said easement shall lengthen or shorten so as to be continuous.

WRITTEN BY

RC 8-7-90

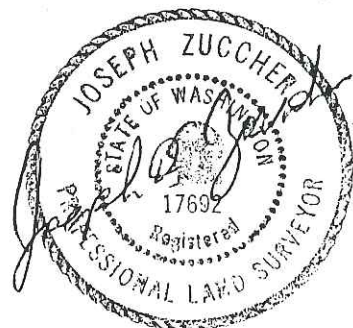
CHECKED BY

JJ 8-8-90

PROOFED BY

JJ RC 8-8-90

GROUP FOUR, INC.
16030 Juanita-Woodinville Way N.E.
Bothell, Wa 98011



8-8-90