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SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX
REQUIRED**

DEC 19 2014

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

Return Address:

City of Mountlake Terrace
Attn: Peter Dressel, Capital Projects Coordinator
6100 219th Street Southwest, Suite 200
Mountlake Terrace, Washington 98043

DECLARATION OF WATER UTILITY EASEMENT WITH ACCESS

Grantor(s): **Allen L. Leben and Maria A. Leben, husband and wife**

Grantee(s): **The City of Mountlake Terrace, a municipal corporation**

Abbreviated Legal Description:

A portion of the West Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 28, Township 27 North, Range 4 East, W.M., lying south of that portion conveyed to the State of Washington by deed recorded under Recording No. 1485271 and 1499505 for Primary State Highway No. 1, Situate in the County of Snohomish, State of Washington.

Assessor's Property Tax Parcel / Account Number: **27042800202000**

Reference Number(s) of Documents Assigned or Released, if Applicable:

DECLARATION OF WATER UTILITY EASEMENT

THIS AGREEMENT is made this 18th day of DECEMBER 2014, between Allen L. Leben and Maria A. Leben, husband and wife, 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 "Grantee".

The Grantor, for and in consideration of the public good and other good and valuable consideration, hereby grants and conveys unto the Grantee the following easement:

An exclusive perpetual WATER UTILITY EASEMENT across, along, in, upon, over, and under a portion of the Grantor's property described in Exhibits A and B, attached hereto and made a part hereof, for the purpose of constructing, reconstructing, operating, maintaining, replacing, and repairing the water utility line(s) and appurtenances attached thereto, but specifically excluding fire lines, check valves, and other fire line appurtenances, and specifically excluding water service lines between City meter and 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, replacement, maintenance and repair of the aforesaid improvement or facility.

The WATER 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 Exhibits A and B attached hereto

This easement is granted subject to and conditioned upon the following terms, conditions, and covenants:

1. The Grantee shall restore and overlay the entire existing driveway surface of the Grantor's property located at 5509 214th Place SW, Mountlake Terrace, Washington 98043 prior to completion of the water main construction project or not later than October 31, 2015, at no cost to the Grantor.
2. The Grantor and the Grantee 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 Grantee's use of the easement.
3. Upon completion of any construction, maintenance, repair, or work on the Easement by the Grantee, its agents, employees, and contractors, the Grantee shall repair, replace and restore all grass, landscaping, trees, fences, water and/or irrigation pipes, asphalted, concrete or paved surfaces and any other improvements located on the Easement, or the adjacent property of the Grantor that may be damaged or disturbed in the prosecution of any work by the Grantee or the Grantee's Agents and shall otherwise restore the surface condition to the same or substantially the same condition that it was in prior to such work by the Grantee so that Grantor may have free and unobstructed use thereof, subject to the rights of the Grantee contained herein.
4. Notwithstanding the preceding condition, the Grantor hereby authorizes the Grantee to cut, trim, and remove any and all brush, trees, and other vegetation or debris which, in the Grantee's reasonable judgment, constitutes a hazard to the normal use of the water utility line(s) and appurtenances attached thereto within the easement, along with the right of access for such purposes.
5. 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 Grantee, 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.
6. The Grantor does release, indemnify, and promise to defend and save harmless the Grantee, 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 Grantee, 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 Grantee against liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the negligence of the Grantee, its officers, employees and agents.
7. The Grantor covenants to and with the Grantee 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.
8. Grantee shall have the right, without notice, at all times as may be necessary to enter upon the real property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the water lines for the purpose of serving properties with utility service.
9. The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the real property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns.

Executed as of this date herein above set forth.

Grantor: Allen L. Leben and Maria A. Leben, husband and wife


By: Allen L. Leben
Allen L. Leben

Maria A. Leben
Maria A. Leben,

[illegible]

On this 18th day of December, 2014, personally appeared before me, the undersigned duly commissioned and sworn Notary Public in and for the State of Washington, the property owner(s), Allen L. Leben and Maria A. Leben, husband and wife, known to me to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of December, 2014.



Notary Public in and for the
State of Washington.

Residing at MOUNTAINE TERRACE.

My commission expires: 6-13-2016



CITY OF MOUNTLAKE TERRACE
Accepted by the CITY OF MOUNTLAKE TERRACE:



Chad Schulhauser, City Engineer

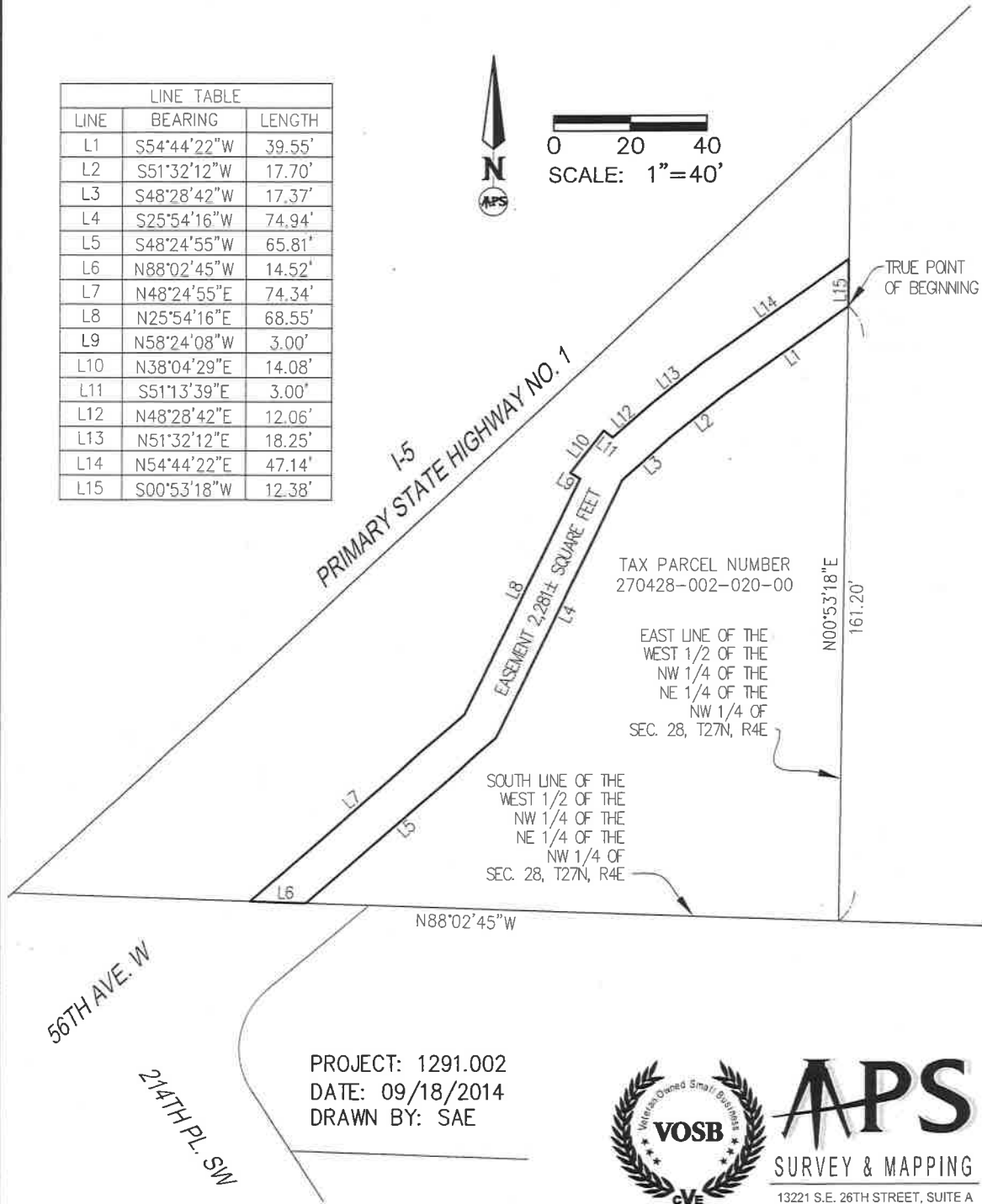
EXHIBIT "B"

A PORTION OF THE NE 1/4 OF THE NW 1/4 SEC. 28, T27N, R4E, W.M.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S54°44'22"W	39.55'
L2	S51°32'12"W	17.70'
L3	S48°28'42"W	17.37'
L4	S25°54'16"W	74.94'
L5	S48°24'55"W	65.81'
L6	N88°02'45"W	14.52'
L7	N48°24'55"E	74.34'
L8	N25°54'16"E	68.55'
L9	N58°24'08"W	3.00'
L10	N38°04'29"E	14.08'
L11	S51°13'39"E	3.00'
L12	N48°28'42"E	12.06'
L13	N51°32'12"E	18.25'
L14	N54°44'22"E	47.14'
L15	S00°53'18"W	12.38'



0 20 40
SCALE: 1"=40'



PROJECT: 1291.002
DATE: 09/18/2014
DRAWN BY: SAE



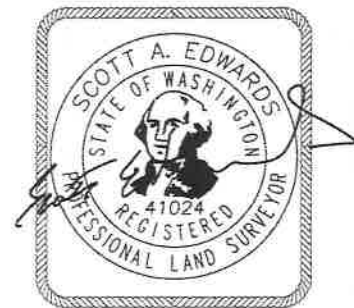
APS
SURVEY & MAPPING

13221 S.E. 26TH STREET, SUITE A
BELLEVUE, WASHINGTON 98005
TEL: (425) 746-3200
FAX: (425) 746-3342

Exhibit "A"
City of Mountlake Terrace
Easement Legal Description
Tax Parcel Number: 270428-002-020-00

That portion of the West Half of the Northwest Quarter of the Northeast Quarter of the Northwest Quarter of Section 28, Township 27 North, Range 4 East, W.M., lying south of that portion conveyed to the State of Washington by deed recorded under Recording No. 1485271 and 1499505 for Primary State Highway No. 1, Situate in the County of Snohomish, State of Washington, described as follows:

Commencing at the southeast corner of said West Half;
Thence North 00°53'18" East, along the east line of said West Half, 161.20 feet to the True Point of Beginning;
Thence South 54°44'22" West 39.55 feet;
Thence South 51°32'12" West 17.70 feet;
Thence South 48°28'42" West 17.37 feet;
Thence South 25°54'16" West 74.94 feet;
Thence South 48°24'55" West 65.81 feet to the south line of said West Half;
Thence North 88°02'45" West, along said south line 14.52 feet;
Thence North 48°24'55" East 74.34 feet;
Thence North 25°54'16" East 68.55 feet;
Thence North 58°24'08" West 3.00 feet;
Thence North 38°04'29" East 14.08 feet;
Thence South 51°13'39" East 3.00 feet;
Thence North 48°28'42" East 12.06 feet;
Thence North 51°32'12" East 18.25 feet;
Thence North 54°44'22" East 47.14 feet to the east line of said West Half;
Thence South 00°53'18" West, along the east line of said West Half, 12.38 feet to the True Point of Beginning;
Said easement contains 2,281 square feet, more or less.



Prepared by Scott Edwards, PLS
APS Survey & Mapping
13221 SE 26th Street, Suite A
Bellevue, WA 9805
Phone 425 746 3200

September 18, 2014