

8-

NO EXCISE TAX  
REQUIRED

DEC 12 1994

DECLARATION OF EASEMENT

KIRKE SIEVERS, Snohomish County Treasurer  
By KIRKE SIEVERS

THIS AGREEMENT is made this 8th day of December, 1994, between  
Sundquist Homes, Inc.,  
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 easement across, along, in, upon and under Grantor's  
property described below for the purpose of constructing, reconstructing,  
operating, maintaining and repairing a utility line(s) and appurtenances thereto,  
including all appurtenances attached thereto together with the right of ingress  
and egress from said property and across adjacent property of the Grantor and  
the right to use adjacent property of the Grantor for the purpose of piling dirt  
and providing trench stabilization during the construction, reconstruction,  
operation, maintenance and repair of the aforesaid improvement or facility.

The 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 attached Exhibit "A"

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

1. The Grantor and 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  
anyway interfere with, obstruct or endanger the Grantor's or City's use of the  
easement.
2. The Grantor hereby authorizes the City to cut, trim and remove any and all  
brush, trees, other vegetation or debris upon the easement and the right of  
access for such purposes. Grantor also authorizes the City to cut, trim and  
remove any and all brush, trees, other vegetation and debris on Grantor's  
property which, in the City's reasonable judgement, constitutes a hazard to the  
easement and the right of access for such purposes.
3. The Grantor agrees that title to all brush, trees, other vegetation or debris  
trimmed, cut and removed from the easement pursuant to this Agreement, and  
also all brush, trees, other vegetation or debris trimmed, cut and removed from  
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 of 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 officers, 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.

9412090548

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.

Executed as of the date herein above set forth.

Grantor: SUNDQUIST HOMES, INC.

By: Larry J. Sundquist, President

Accepted and approved  
CITY OF MOUNTLAKE TERRACE

By: Man Sealbands

Date: 12-8-94

Title: DIRECTOR OF PUBLIC WORKS

STATE OF WASHINGTON)  
COUNTY OF SNOHOMISH) SS

On this 8th day of December, 1994, before me personally appeared Larry J. Sundquist, to me known to be the President 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 is authorized to execute said instrument and that the seal affixed thereto (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Lore Beth Quade  
Notary Public in and for the State of Washington,  
residing at Everett  
My commission expires 7-1-95



RECORDED

'94 DEC -9 P4:39

**WATER EASEMENT  
EXHIBIT A**

BOB TERWILLIGER AUDITOR  
SNOHOMISH COUNTY, WASH.

That portion of the following described parcel: Beginning at a point 30 feet West and 330 feet South of the Northeast corner of the Northwest quarter of the Northeast quarter of Section 28, Township 27 North, Range 4 East, W.M., in Snohomish County, Washington; thence North 89°54'15" West 498 feet; thence North 00°57'25" West 150.00 feet; thence South 89°54'15" East 150.00 feet; thence North 00°57'25" West 150.00 feet; thence South 89°54'15" East 114.00 feet; thence South 00°57'25" East 180 feet; thence South 89°54'15" East 102.00 feet; thence South 00°57'25" East 10.00 feet; thence South 89°54'15" East 132.00 feet; thence South 00°57'25" East 110.00 feet to the Point of Beginning, being a strip of land 10 feet in width, the centerline of which is described as follows:

Commencing at the Northwest corner of said parcel, said point being also on the South margin of 212th Street S.W. as now established; thence South 89°54'15" East, along the North line thereof and along said margin, 31.00 feet to the True Point of Beginning; thence South 00°57'25" East 196.00 feet to a point herein after referred to as Point "A"; thence South 89°54'15" East 161.83 feet; thence South 65°51'36" East 22.09 feet; thence South 89°54'15" East 16.00 feet to a point herein after referred to as Point "B"; thence continuing South 89°54'15" East 119.19 feet to a point on the East line of said parcel, said point being also on the West margin of 48th Avenue W. as now established, and the terminus of this centerline description.

**TOGETHER WITH**

A strip of land 10 feet in width, the centerline of which is described as follows:

Beginning at the aforementioned Point "A"; thence North 89°54'15" West 55.00 feet; thence North 00°05'45" East 13.00 feet to the terminus of this centerline description

**TOGETHER WITH**

A strip of land 10 feet in width, the centerline of which is described as follows:

Beginning at the aforementioned Point "B"; thence South 00°05'45" West 23.00 feet; thence North 89°54'15" West 14.79 feet to the terminus of this centerline description.