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Snohomish County

**NO EXCISE TAX
REQUIRED**

JUN 04 1998

BOB DANTINI, Snohomish County Treasurer
By BOB DANTINI

Return Address:

Will VanRy, City Engineer
23204 58th Avenue West
Mountlake Terrace, WA 98043

Document Title(s): Declaration of Water Utility Easement

Assessor's Property Tax Parcel / Account Number: 222704-3-025-004
222704-3-024-005
Reference Number(s): N/A 222704-3-008-005
222704-3-009-004

Grantor(s) (Last name, First name, Middle initials): SHD Associates, a Washington general partnership

Grantee(s) (Last name, First name, Middle initials): City of Mountlake Terrace, Washington

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range):

Portion of SW 1/4, Sec 22, Twp 27N, R4E, W.M

DECLARATION OF WATER UTILITY EASEMENT

THIS AGREEMENT is made this 15th day of May, 1998, between SHD Associates, a Washington general partnership, 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 WATER UTILITY EASEMENT across, along, in, upon, and under the Grantor's property described below for the purpose of constructing, reconstructing, operating, maintaining, 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, 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:

Any portion of the real property described on Schedule I attached hereto that lies within the new Lot B created by that certain Lot Line Adjustment No. 97-02 recorded under A.F. No. 9706250389 in the real property records of Snohomish County, Washington.

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

1. The Grantor and the City 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 City's use of the easement.
2. The Grantor hereby authorizes the City to cut, trim, and remove any and all brush, trees, and other vegetation or debris which, in the City's reasonable judgement, 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.
3. 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 City, 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.
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 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 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.
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.

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

Notary Public in and for the State of Washington, residing at _____

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

Willem H. Van Ry
Willem VanRy, City Engineer

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**ALBERTSON FOOD CENTER NO. 414
WATERLINE EASEMENT**

AN EASEMENT OF 10 FEET IN WIDTH FOR WATER PIPELINES AND APPURTENANCES UNDER AND ACROSS A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, CITY OF MOUNTLAKE TERRACE, SNOHOMISH COUNTY, WASHINGTON, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF LOT 5, GOODNIGHT ACRES AS SHOWN ON THE PLAT THEREOF RECORDED IN VOLUME 47 OF PLATS AT PAGE 16 AND THE NORTHERLY MARGIN OF 212TH STREET S.W. AS DESCRIBED IN DEED RECORDED UNDER FILE 9012210155. THENCE NORTH 88°30'59" WEST 38.25 FEET, ALONG SAID MARGIN TO THE POINT OF BEGINNING; THENCE NORTH 00°24'23" WEST 18.71 FEET; THENCE NORTH 01°33'42" EAST 70.80 FEET; THENCE NORTH 02°01'43" EAST 74.48 FEET; THENCE NORTH 22°54'42" EAST 3.26 FEET; THENCE NORTH 01°55'08" EAST 15.66 FEET; THENCE NORTH 00°09'59" WEST 58.80 FEET; THENCE NORTH 03°08'24" EAST 61.71 FEET; THENCE NORTH 16°06'14" WEST 12.30 FEET; THENCE NORTH 44°20'26" WEST 44.27 FEET; THENCE NORTH 04°00'01" EAST 19.58 FEET; THENCE NORTH 03°54'46" EAST 43.86 FEET; THENCE SOUTH 88°57'49" EAST 31.69 FEET; THENCE NORTH 88°57'49" WEST 31.69 FEET; THENCE NORTH 03°54'46" EAST 11.40 FEET; THENCE NORTH 01°50'43" EAST 89.59 FEET; THENCE NORTH 00°27'45" EAST 52.64 FEET; THENCE NORTH 33°11'56" WEST 24.62 FEET; THENCE NORTH 86°08'38" WEST 77.14 FEET; THENCE NORTH 88°30'38" WEST 13.44 FEET; THENCE NORTH 01°11'08" EAST 27.57 FEET; THENCE SOUTH 01°11'08" WEST 27.57 FEET; THENCE NORTH 88°30'38" WEST 40.58 FEET; THENCE NORTH 88°37'48" WEST 89.43 FEET; THENCE NORTH 88°22'00" WEST 71.88 FEET; THENCE SOUTH 05°14'10" WEST 22.25 FEET; THENCE NORTH 05°14'10" EAST 22.25 FEET; THENCE SOUTH 86°34'38" WEST 32.74 FEET; THENCE NORTH 88°43'49" WEST 48.49 FEET; THENCE NORTH 87°05'48" WEST 17.23 FEET; THENCE NORTH 03°54'11" EAST 24.97 FEET; THENCE SOUTH 03°54'11" WEST 24.97 FEET; THENCE NORTH 87°05'48" WEST 25.64 FEET; THENCE SOUTH 08°18'25" WEST 16.98 FEET; THENCE SOUTH 00°40'03" WEST 99.36 FEET; THENCE NORTH 83°52'21" WEST 27.27 FEET; THENCE NORTH 05°11'24" EAST 18.77 FEET; THENCE SOUTH 05°11'24" WEST 18.77 FEET; THENCE SOUTH 83°52'21" EAST 27.27 FEET; THENCE SOUTH 01°59'09" WEST 119.47 FEET; THENCE SOUTH 81°40'54" EAST 34.37 FEET; THENCE SOUTH 81°47'07" EAST 24.70 FEET; THENCE SOUTH 79°19'28" EAST 26.24 FEET; THENCE SOUTH 84°00'15" EAST 25.54 FEET; THENCE SOUTH 88°29'30" EAST 16.22 FEET; THENCE SOUTH 86°21'34" EAST 46.71 FEET; THENCE SOUTH 01°24'28" WEST 26.14 FEET; THENCE NORTH 01°24'28" EAST 26.14 FEET; THENCE NORTH 86°21'34" WEST 46.71 FEET; THENCE SOUTH 01°33'29" WEST 95.78 FEET; THENCE SOUTH 06°00'32" WEST 50.54 FEET; THENCE SOUTH 01°23'00" WEST 41.93 FEET; THENCE SOUTH 00°26'37" EAST

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27.92 FEET; THENCE NORTH 89°44'17" WEST 45.16 FEET TO A LINE BEARING NORTH 01°10'40" EAST, THE SIDELINES OF THIS COURSE ARE TO BE LENGTHENED OR SHORTENED TO END AT SAID LINE; THENCE SOUTH 89°44'17" EAST 45.16 FEET; THENCE SOUTH 01°57'26" WEST 38.36 FEET; THENCE SOUTH 01°01'57" WEST 66.81 FEET; THENCE SOUTH 00°53'31" EAST 14.19 FEET TO THE AFOREMENTIONED NORTHERLY MARGIN OF 212TH STREET S.W. AND THE **TERMINUS** OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO BEGIN AND END AT THE NORTHERLY MARGIN OF 212TH STREET S.W.

MFG/kd

Legals/19463_W21



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