

EASEMENT

THIS INSTRUMENT made this 2nd day of August, 1975, by
and between MAC Pherson Realty and Glen W. Kensmoere
and his wife Eva Belle and _____:
herein called the "Grantor", and City of Mountlake Terrace, a municipal corpora-
tion of Snohomish County, Washington, herein called "Grantee".

WITNESSETH:

That said Grantor for and in consideration of the sum of (\$1.00)

\$ One and no hundredths Dollars to Grantor
in hand paid by said Grantee, and other valuable consideration, receipt of
which is hereby acknowledged, do by these presents grant, bargain, sell,
convey, and confirm unto the said Grantee, easement for Sanitary Sewers with
necessary appurtenances over, through, across and upon the following described
property in Snohomish County, Washington, That portion of the Northeast quarter
of the Southwest quarter of the Northwest quarter of Section 34 Township 27
North, Range 4 East, W.M., Snohomish County, Washington described as follows:

Beginning at the Northeast corner of said subdivision; thence South 0° 11' 52"
West, along the east line thereof a distance of 30.58 feet; thence North 39°
41' 47" West a distance of 40.46 feet to the north line of said subdivision;
thence South 88° 47' 04" East along said north line a distance of 25.95 feet
to the Point of Beginning.

That said Grantee shall have the right without prior institution of any suit
or proceeding at law, at times as may be necessary, to enter upon said property
for the purpose of constructing, repairing, altering, or reconstructing said
Sewer Main, or making any connections therewith, without incurring any legal
obligation or liability therefor; provided that such constructing, repairing,
altering, or reconstructing of said Sewer Main shall be accomplished in such a
manner that the private improvements existing in this right-of-way shall not be
disturbed or destroyed, or in the event they are disturbed or destroyed, they
will be replaced in as good a condition as they were immediately before the
property was entered upon by the Grantee.

The Grantor shall retain the right to use the surface of said easement, so
long as said use does not interfere with the installation and maintenance of the
Sewer Main and so long as no permanent buildings or structures are erected on said
easement.

This easement shall be a covenant running with the land and shall be binding
on the successors, heirs, and assigns of both parties hereto.

CITY OF MOUNTLAKE TERRACE
23204 58th W.
MOUNTLAKE TERRACE, WASH. 98043

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HENRY B. WHALEN, AUDITOR
SNOHOMISH COUNTY, WASH.

NO SALES TAX
REQUIRED

JUL 23 1976

KIRKE SIEVERS, Snohomish County Treasurer
Deputy

STATE OF WASHINGTON) BY Debra Phillips
County of King) ss.

On this 2nd day of August, A.D. 1975, before me,
the undersigned, a Notary Public in and for the State of Washington, duly commissioned
and sworn, personally appeared Glenn W. KENSMOER and Eva Belle KENSMOER
and Murdock D. MacPherson, vice pres. MacPherson Inc.
to me known to be the individuals described in and who executed the foregoing
instrument, and acknowledged to me that they signed and sealed the said instrument as a
free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed the day and year in this
certificate above written.



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

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