

SEWER EASEMENT CONTRACTNO SALES TAX
REQUIRED

MAR 8 - 1981

VERNE SIEVERS, Snohomish County Treasurer
By [Signature] Deputy

THIS AGREEMENT by and between Andrew Nesheim and Marie Nesheim, his wife, hereinafter referred to as "owner", and the City of Mountlake Terrace, a municipal corporation, hereinafter referred to as "city", in consideration of the mutual covenants herein contained

WITNESSETH:

I

That the owner, by separate instrument, will grant to the City an easement for the construction, maintenance and repair, of a sewer line over and across the following described property:

Lots 2, 3, 4 and 8 and portion of lot 7, plat of Cloverleaf acres, according to plat thereof recorded in Volume 11 of Plats, Page 19, records of Snohomish County, Washington, described as follows:
Beginning at the southwest corner of said Lot 7, thence East along the south line of said Lot 7, 45 feet; thence at right angle of 45° northwesterly to the west line of said lot 7; thence southerly along the north and south lot line of said Lot 7 to point of beginning.

II

That in consideration of the aforesaid grant of easement, the City agrees that it will permit the owner to hook up or connect with the said sewer line when installed, and will provide sewer service to the owner at such time as the City shall commence the operation of a municipal sewer system; that the owner may connect to the aforesaid municipal sewer system as aforesaid for any use to which the property may subsequently be put, including manufacturing, residential or other use.

III

The owner agrees that in consideration of receiving sewer services aforesaid, he will pay whatever sewer service charge is levied by the City, which said sewer service charge will not exceed the amount charged to residents of the City of Mountlake Terrace for comparable use of the municipal sewer system.

IV

The City further agrees that during the construction and

The City further agrees that during the construction and

II

comparable use of the municipal sewer system.

Amount charged to residents of the City of Montlake Terrace for
by the City, which said sewer service charge will not exceed the
amounts aforesaid, he will pay whatever sewer service charge is levied

The owner agrees that in consideration of receiving sewer ser-

III

residential or other use.

the property may subsequently be put, including manufacturing,
aforesaid municipal sewer system as aforesaid for any use to which
of a municipal sewer system; that the owner may connect to the
to the owner at such time as the City shall commence the operation
the said sewer line when installed, and will provide sewer service
City agrees that it will permit the owner to hook up or connect with

that in consideration of the aforesaid grant of easement, the

II

lot line of said lot 1 to point of beginning,
said lot 1, thence southerly along the north and south
at right angle of 42, northerly to the west line of
East along the south line of said lot 1, 42 feet, thence
beginning at the southwest corner of said lot 1, thence
County, Washington, described as follows:
in Volume 11 of Plats, Page 12, records of Snohomish
County, according to plat thereof recorded
lots 2, 3, 4 and 8 and portion of lot 1, plat of

line over and across the following described property:

an easement for the construction, maintenance and repair of a sewer

that the owner, by separate instrument, will grant to the City

I

WITNESSETH:

signed

to as "City," in consideration of the mutual covenants herein con-
Montlake Terrace, a municipal corporation, hereinafter referred
his wife, hereinafter referred to as "owner," and the City of

THIS AGREEMENT by and between Andrew Nesheim and Marie Nesheim,

SEWER EASEMENT CONTRACT

1448812

401

440 840 047

MAY 8 - 1931

RECORDED

installation of the aforesaid sewer line, and during any subsequent repairs thereof, the work shall be done in a neat and workmanlike manner, and the property shall be restored to the same condition it was in prior to the commencement of construction.

That the owner agrees that the City shall have the same rights, including lien rights, to collect any unpaid and delinquent sewer service charges to the same manner and extent as if the owners property were located in the City of Mountlake Terrace.

V

That the owner agrees not to connect any storm or surface water drain to the aforesaid sewer line, nor to connect any septic tank or cesspool thereto, nor to introduce into said sewer system any acids, industrial wastes or substances injurious to the proper operation of the City Sewerage Treatment plant.

VI

Notwithstanding any contrary provision hereof, the owner shall have the right to regrade the surface of the land hereinabove described once after the installation of the municipal sewer system hereinabove mentioned. On such occasion, he shall notify the City of such regrading, and the City shall change the heighth of the manholes to conform to the new grade thus established. This right to regrade shall not be construed to permit the owner to lower the grade below the level of the sewer pipe as installed.

VII

This agreement shall bind the respective parties, their heirs, executors, administrators and assigns.

Dated this 28th day of February, 1959.

Andrew Keshen

Marie Keshen
Owners

Filed for Record MAR - 8 1961 H 39 AM - PM

Request

city clerk

D. E. Neubecker, Snohomish County Auditor

CITY OF MOUNTLAKE TERRACE

By

Dean D. Smith Jr.

ATTEST:

Lucille Ford
City Clerk

CITY CLERK

VILLAGE:

BY

CITY OF MOUNTAINE TERRACE

OWNERS

D. E. Neupacker, Snohomish County Auditor

Recorded

Filed for Record

MAR - 8 1961

4 31 PM

Dated this 22 day of January, 1961

executors, administrators and assigns.

This agreement shall bind the respective parties, their heirs,

ALL

grade below the level of the sewer pipe as installed.

to regulate shall not be construed to permit the owner to lower the manholes to conform to the new grade thus established. This right of such regulating, and the City shall change the height of the manhole mentioned. On such occasion, he shall notify the City ascribed once after the installation of the municipal sewer system have the right to regulate the surface of the land hereinafter de-

Notwithstanding any contrary provision hereof, the owner shall

VI

operation of the City Sewerage Treatment Plant.

any acids, industrial wastes or substances injurious to the proper tank or cesspool thereto, nor to introduce into said sewer system water drain to the aforesaid sewer line, nor to connect any septic

That the owner agrees not to connect any storm or surface

V

property were located in the City of Mountaine Terrace.

sewer shall be in the same manner and extent as if the owner had installed the same to collect any liquid and solid waste. That the owner agrees that the City shall have the same rights as in the case of the commencement of construction. The property shall be restored to the same condition as before the installation of the aforesaid sewer line, and during any and every

740 PAGE 295
DEEDS
RECORDED
OF

CITY CLERK

MAR 8 PM 4 39

TUBACKER-AUTHOR
SNOHOMISH COUNTY, WASH.

Victor L. Lavoie

CITY CLERK
Mountaine Terrace

300

1448816

VOL

APR 1961