

E A S E M E N T

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The Grantor, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, a municipal corporation, for good and valuable consideration, herewith acknowledged, does hereby convey, by way of Quit Claim, unto CITY OF MOUNTLAKE TERRACE, a municipal corporation, as Grantee, an easement subject to the approval of the Grantor as to location and grade, to construct, operate, repair and maintain a twelve inch sanitary sewer line in that portion of the right of way of the Public Utility District No. 1 of Snohomish County which right of way was formerly known as the Pacific Northwest Traction Company right of way; the Everett-Seattle Interurban Railway right of way; and Puget Sound Power and Light Company right of way; said portion of right of way herein affected is described as follows, to-wit:

The southeasterly ten feet of Snohomish County P.U.D. No. 1 right of way located between 68th Avenue W. and 64th Avenue W. in the City of Mountlake Terrace, Washington; also known as Seattle-Everett Interurban Railway as defined on the plat of Seattle Heights Division 1, according to the plat thereof recorded in Volume 8 of Plats, page 37, records of Snohomish County, Washington.

(Alder being 68th Avenue W. and Summit being 64th Ave. W.)

It is understood that prior to any installation or modification or extension of any facility within the easement herein conveyed, the Grantee will first supply the Grantor with detailed drawings and specifications relating to such proposed construction and that no construction, installation or modification of facilities will be performed until the plans have been approved in writing by the Grantor; PROVIDED, however, that the approval of the Grantor to the performance of such construction shall not in any manner be considered as imposing any obligation upon the Grantor as to safety or propriety of such installation or construction.

The Grantee agrees, as a consideration of this easement, to install metal signs, clear and noticeable, to mark the entrance and exit of the sewer line on Grantor's right of way.

The Grantee further agrees to hold and save harmless the Grantor from any and all claims for damages, whether to persons or property or otherwise that may in any manner directly or indirectly arise out of the construction, operation, repairs or maintenance of the facilities pursuant to this easement or out of the operations of the Grantee, its successors or assigns pursuant to this easement.

NO SALES TA  
REQUIRED

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VERNE SIEVERS, Snohomish County Treasurer  
By *[Signature]* Deputy

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It is further agreed that the Grantor shall not be held liable for any damage to the facilities or appurtenances constructed in said right of way, whether said damages are caused by the Grantor or by third persons and regardless of whether or not same are caused or contributed to by any negligence on the part of the District, its agents, servants or employees.

The Grantee does further agree that it will hold harmless the Grantor for any damages caused to the Grantor's right of way, or the Grantor's property now or hereafter placed upon said right of way, or from death or injury to any persons or to Grantor's employees, and that without regard to negligence of the Grantor (except where caused solely by negligence of Grantor) in any manner caused by the installation, operation, repair, maintenance or patrolling of the facilities of Grantee placed upon or within said right of way, or in any way connected with the performance by Grantee of any rights pursuant to this easement.

The Grantee further agrees that during the installation, modification, maintenance or repair of the facilities pursuant to this easement, all reasonable precautions be taken to insure that the present or future facilities of the Grantor be protected from damage.

The Grantee further agrees that the roadway at present installed along the Grantor's right of way be kept open at all times to insure that the Grantor has access to its facilities at all times.

The Grantee agrees to repair, or replace, and to restore the Grantor's fencing presently installed upon Grantor's right of way.

The easement shall terminate in the event the Grantee, its successors or assigns abandons or terminates the use of the facilities constructed within said right of way.

As a material part of this agreement and notwithstanding anything herein to the contrary, the Grantee specifically agrees to relocate or remove all or any part of its sewer line and associated facilities constructed hereunder so as to avoid and not interfere with any structure or facility or any operation which the Grantor may hereafter desire to construct or conduct upon the above described property. Grantee shall commence the relocation or removal as hereinbefore provided within thirty days after it has received written notice



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from the Grantor setting forth in reasonable detail the location of the structure or facilities or outlining the operation which Grantor proposes to construct or conduct on the above described property. If the Grantee fails to commence the relocation or removal as hereinbefore required or, having commenced it, fails to proceed with reasonable dispatch, the Grantor shall, in addition to its remedy for damages, be entitled to specific enforcement of Grantee's obligations hereunder and shall also have the right and authority to remove, at Grantee's expense, such portion of the aforesaid sewer line and associated facilities as the Grantee has failed to relocate or remove as hereinbefore required.

DATED THIS 4<sup>th</sup> day of November, 1969.

PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

  
Commissioner

  
Commissioner

  
Commissioner

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STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) SS

On this 4<sup>th</sup> day of November, 1969, before me the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Walt Jones, Thomas Ruast and Magnar O. Lervick, to me known to be the Commissioners of Public Utility District No. 1 of Snohomish County, Washington, the corporation that executed the foregoing instrument, and acknowledged the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

(Residing at Everett) Margaret Stevenson



(SEAL)

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City Clerk  
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STANLEY DUBOINE, AUDITOR  
SNOHOMISH COUNTY, WASH.  
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