

NOV 07 2017

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS



UTILITY EASEMENT

2. The Grantee shall, if the above-described property is disturbed by the maintenance, removal, repair or replacement of the facilities specified herein, restore the surface of the above-described property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.

3. The Grantor does release, indemnify, and promise to defend and save harmless the Grantee, 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 Grantee, 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 Grantee against liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the negligence of the Grantee, its officers, employees and agents.

4. All right, title and interest which may be used and enjoyed without interfering with the easement rights herein conveyed are reserved to the Grantor. The construction, installation or maintenance, after the date of this Agreement, however, of structures of a permanent nature

- (1) within the above-described permanent easement or within the temporary construction easement until such temporary construction easement shall have been terminated, or
- (2) outside the aforementioned easements but intruding into the easements so as to interfere with maintenance and repair of the utility

shall be deemed an encroachment with said easement rights and, as to such structures, the provisions of Paragraphs 1, 2 and 3 shall not apply; and, further, Grantors, Grantor's successors and assigns shall be obligated to remove said encroachments at Grantor's, Grantor's, successors' and assigns' expense.

5. Access to Grantor's property shall be maintained at all times during Grantee's installation.

6. The Grantor covenants to and with the Grantee that the Grantor is lawfully seized and possessed of the land aforesaid; has good and lawful right and power to sell and convey same.

7. The Utility Easement and the covenants, terms and conditions set forth herein are intended to and shall run with the real property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns.

UTILITY EASEMENT

GRANTOR:

Duane E. Honsberger
Duane E. Honsberger

Date: September 6, 2017

Accepted by the City of Mountlake Terrace

By: [Signature]
Printed Name: Scott Hugill
Title: City Manager

Date: 9/13/17

STATE OF WASHINGTON)

County of Duane : ss

On this 6 day of SEPT 2017, before me personally appeared Duane E. Honsberger to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

[Signature]
JOHN J. FRAWLEY
STATE OF WASHINGTON
NOTARY PUBLIC
My commission expires 8-29-18
08-29-18

EXHIBIT A
PARCEL NO. 00520600302000
UTILITY EASEMENT

THE SOUTH 5.00 FEET OF THE NORTH 7.50 FEET OF THE EAST 5.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".

CONTAINING 25 SQUARE FEET, MORE OR LESS.

PARCEL "A":
(PER STEWART TITLE COMPANY ORDER NO. 27838, DATED DECEMBER 27, 2013)

LOT 20, BLOCK 3, MOUNT-LAKE TERRACE DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE(S) 23, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.



SW 1/4, SEC. 33, T. 27 N., R. 4 E., W.M.

