

After Recording Mail To:

City of Mountlake Terrace
PO Box 72
Mountlake Terrace, WA 98043
Attn: City Clerk

**NO EXCISE TAX
REQUIRED**

907 09 2017

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

UTILITY EASEMENT

Grantor: John Frawley and Donna Frawley
Grantee: City of Mountlake Terrace
Abbreviated Legal: Ptn of Lot 20, Block 1, Mountlake Terrace Div. No. 5,
Snohomish County, WA
Tax Parcel No.: 00520900102000
City of Mountlake Terrace / Main Street Revitalization Project
Project Parcel #93

STEWART TITLE
01148-58570

The undersigned, John Frawley and Donna Frawley, husband and wife, (hereinafter referred to as "Grantor"), for Ten Dollars (\$10.00) and other valuable consideration, and under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, hereby conveys and grants to the City of Mountlake Terrace, its successors and assigns, (hereinafter referred to as the "Grantee"), a permanent non-exclusive easement for utilities over, across, along, in, upon and under the property described on the attached and incorporated Exhibits A and B (the "Utility Easement Area") located in Snohomish County, Washington:

**SEE EXHIBIT A AND AS DEPICTED IN EXHIBIT B ATTACHED HERETO
AND MADE A PART HEREOF BY REFERENCE**

Said easement being for the purpose of installing, constructing, operating, accessing, maintaining, removing, repairing, and replacing utilities, together with all connections, and appurtenances thereto, together with the right of ingress to and egress from said described property for the foregoing purposes.

The Grantor does hereby and the Grantee, by accepting and recording this easement, mutually covenant and agree as follows:

1. The Grantee shall, upon completion of any initial construction of any facilities described herein and before the termination of any above-described temporary construction easement, remove all debris and restore the surface of the above-described property as nearly as possible to the grade in which it existed, install topsoil if required and hydroseed the area of the above described surface, or restore the surface as agreed upon in writing.

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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.

GRANTORS:


Donna Frawley

Date: 8-28-17

Date: 9/17/17

STATE OF WASHINGTON)
County of Snohomish) ss

On this 28th day of August, 2017, before me personally appeared John Frawley and Donna Frawley to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their 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.



Kathryn S. Juley
Notary Public in and for the State of
Washington, residing at Everett, WA
My commission expires 5/7/19

EXHIBIT A
PARCEL NO. 00520900102000
UTILITY EASEMENT

THE SOUTH 5.00 FEET OF THE NORTH 43.00 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. 27837, DATED DECEMBER 30, 2013)

LOT(S) 20, BLOCK 1, MOUNTLAKE TERRACE DIVISION NO. 5, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE(S) 38, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.



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

236TH ST SW

EXISTING RIGHT OF WAY ϕ

N 88°02'58" W

30'
ROW

ROW ACQUISITION

UTILITY EASEMENT
AREA = 25 S.F.±

5.00'
5.00'
43.00'

PROPERTY LINE

TAX LOT NUMBER
00520900101900

93
TAX LOT NUMBER
00520900102000

EXISTING RIGHT OF WAY ϕ N 00°49'32" E

58TH AVE W



DATE: DECEMBER 9, 2015

FILE: 93.DWG

KPG

753 8th Ave N
Seattle, WA 98109
(206) 286-1640
www.kpg.com

2502 Jefferson Ave
Tacoma, WA 98402
(253) 627-0720

EXHIBIT B
PARCEL 00520900102000
UTILITY EASEMENT