

After Recording Mail To:

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

**NO EXCISE TAX
REQUIRED**

UTILITY EASEMENT

MAY 16 2017

Grantor: Marge Ponce, as her separate estate

KIRKE SIEVERS, Snohomish County Treasurer

Grantee: City of Mountlake Terrace

Abbreviated Legal: Ptn of L18, Blk ,Mountlake Terrace Div. No. 5, Snohomish County, WA

Tax Parcel No.: 00520900101800

City of Mountlake Terrace / Main Street Revitalization Project

Project Parcel #91

Stewart Title 01148-58575

The undersigned, Marge Ponce, as her separate estate, (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.

201705160705

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 Grantee does release, indemnify, and promise to defend and save harmless the Grantor, 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 Grantor, 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 Grantee, its agents, contractors, licensees, invitee, or employees upon or within the above-described easement. This paragraph does not purport to indemnify the Grantor against liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the negligence of the Grantor, 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.

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KIRKE SIEVERS

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UTILITY EASEMENT

GRANTOR:

Marge Ponce
Marge Ponce
Date: 3/20/2017

Accepted by the City of Mountlake Terrace

By: Scott Hugill
Printed Name: Scott Hugill
Title: City Manager
Date: 4/13/17

STATE OF CALIFORNIA)
 : ss
County of _____)

On this _____ day of _____, 20____, before me personally appeared Marge Ponce to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her 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.

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

My commission expires _____

* see notary attachment

me

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On 03.22.2017 before me, Renata Kennard, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Marge Ponce
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Renata Kennard
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Utility Easement Document Date: 03.22.17
 Number of Pages: 03 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT A
PARCEL NO. 00520900101800
UTILITY EASEMENT

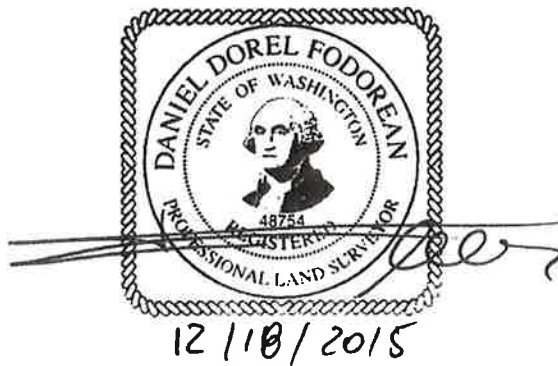
THE SOUTH 5.00 FEET OF THE NORTH 7.50 FEET OF THE WEST 5.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".

CONTAINING 25 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 27835, DATED DECEMBER 27, 2013)

LOT(S) 18, BLOCK 1, MOUNTLAKE TERRACE DIVISION NO. 5, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE(S) 38 AND 39, 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 \angle N 88°02'58" W

30'
ROW

ROW ACQUISITION

5.00'

UTILITY EASEMENT
AREA = 25 S.F.±

7.50'
5.00'

PROPERTY LINE

PROPERTY LINE

TAX LOT NUMBER
00520900101700

⑨
TAX LOT NUMBER
00520900101800

TAX LOT NUMBER
00520900101900



N.T.S.

DATE: SEPTEMBER 2, 2015

FILE: 91.DWG

KPG

753 9th Ave N
Seattle, WA 98109
(206) 286-1640
www.kpg.com

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

EXHIBIT B
PARCEL 00520900101800
UTILITY EASEMENT