

After Recording Mail To:

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

201707270270 5 PCS
07/27/2017 11:09am \$78.00
SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX
REQUIRED**

JUL 27 2017

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

UTILITY EASEMENT

Grantor: Joseph P. Mustach and Erin G. Mustach

Grantee: City of Mountlake Terrace

Abbreviated Legal: Ptn of Lot 14, Blk 3, Mountlake Terrace Div. 2, Snohomish County

Tax Parcel No.: 00520600301400

City of Mountlake Terrace / Main Street Revitalization Project

Project Parcel #100

STEWART 0148-8852

The undersigned, Joseph P. Mustach and Erin G. Mustach, a married couple, (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.

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 Grantor, 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.

UTILITY EASEMENT

GRANTORS:

[Signature]
Joseph P. Mustach

Date: 3-22-17

[Signature]
Erin G. Mustach

Date: 3-22-17

Accepted by the City of Mountlake Terrace

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

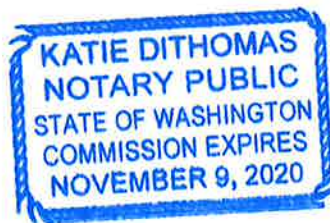
Date: 5/19/17

STATE OF WASHINGTON)

County of Snohomish : ss

On this 22 day of March 2017, before me personally appeared Joseph P Mustach and Erin G. Mustach 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.



[Signature]
Notary Public in and for the State of
Washington, residing at Mill Creek 2020
My commission expires 11-9-2020

EXHIBIT A
PARCEL NO. 00520600301400
UTILITY EASEMENT

THE SOUTH 10.00 FEET OF THE NORTH 12.50 FEET OF THE WEST 12.00 FEET OF THE EAST 25.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".

CONTAINING 120 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 27847, DATED DECEMBER 30, 2013)

LOT 14, BLOCK 3, MOUNTLAKE 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.

236TH ST SW

N 88°00'11" W

EXISTING RIGHT OF WAY ϕ

30'
ROW

ROW ACQUISITION

EXISTING R.O.W.

12.00'

25.00'

UTILITY EASEMENT
AREA = 120 S.F.±

12.50'

10.00'

TAX LOT NUMBER
00520600301500

TAX LOT NUMBER
00520600301300

PROPERTY LINE

PROPERTY LINE

100

TAX LOT NUMBER
00520600301400



N.T.S.

DATE: SEPTEMBER 1, 2015

FILE: 100.DWG

KPG

753 9th Ave N
Seattle, WA 98109
(206) 288-1640
www.kpg.com

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

EXHIBIT B
PARCEL 00520600301400
UTILITY EASEMENT

**NO EXCISE TAX
REQUIRED**

NOV 29 2017

KIRKE SIEVERS, Snohomish County Treasurer

By **KIRKE SIEVERS**

AFTER RECORDING MAIL TO:

City of Mountlake Terrace
P.O. Box 72
Mountlake Terrace, WA 98072
Attn: City Clerk

CONSENT OF LIENHOLDER

(Amended)

Grantor: Joseph P. Mustach and Erin G. Mustach

Grantee: City of Mountlake Terrace

Abbreviated Legal: Ptn of Lot 14, Blk 3, Mountlake Terrace Div. 2, Snohomish County

Tax Parcel No.: 00520600301400

City of Mountlake Terrace / Main Street Revitalization Project

Project Parcel #100

1st Security Bank of Washington ("Lienholder"), who is secured by a Deed of Trust dated March 5, 2016 and recorded on March 11, 2016 under Snohomish County Recording Number 2016030110810, records of Snohomish County, State of Washington, hereby consents to the contents, effect, grant, and recording of the foregoing Distribution Easement between Joseph P. Mustach and Erin G. Mustach, a married couple ("Grantor") to Public Utility District No. 1 of Snohomish County, recorded under AFN 201707270271 and Utility Easement between Joseph P. Mustach and Erin G. Mustach, a married couple ("Grantor") and the City of Mountlake Terrace, a Washington Municipal Corporation, recorded under AFN 201707270270, copies which are attached hereto, joins in the execution hereof solely as Lienholder and hereby does agree that in the event of foreclosure of said Deed of Trust or other sale of said property described in said Deed of Trust under judicial and non-judicial proceedings, the Deed of Trust shall be subordinate to said easement's, and the property sold subject to said easements.

****Consent amended to correct Grantor spelling and clarify Easements with attached copies only***

Signed and executed this 11 day of November 2017

1st Security Bank of Washington

By: 
Printed Name: Donn C. Costa
Title: Executive Vice President

CONSENT OF LIENHOLDER

STATE OF Washington)
County of Snohomish) ss

I certify that I know or have satisfactory evidence that Donn C. Costa is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Executive Vice President of 1st Security Bank of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: 1/11/17

Penny S Graf
Printed Name: Penny S Graf
Notary Public in and for the State of
Washington, residing at Everett
My commission expires 1-9-2019

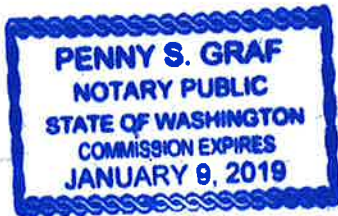


EXHIBIT "A"
LEGAL DESCRIPTION

(PER STEWART TITLE COMPANY ORDER NO 27847, DATED APRIL 28, 2017)

Lot 14, Block 3, Mountlake Terrace Division No. 2, according to the plat thereof recorded in Volume 13 of Plats, Page(s) 23, records of Snohomish County, Washington.
Situate in the County of Snohomish, State of Washington.