

After Recording Mail To:

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

**NO EXCISE TAX
REQUIRED**

SEP 29 2017

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

UTILITY EASEMENT

Grantor: Christine Duree McCormick and Howard D. McCormick

Grantee: City of Mountlake Terrace

Abbreviated Legal: Ptn of Lot 16, Blk 3, Mountlake Terrace Div. 2, Snohomish County, WA

Tax Parcel No.: 00520600301600

City of Mountlake Terrace / Main Street Revitalization Project

Project Parcel #98

The undersigned, Christine Duree McCormick and Howard D. McCormick, wife and husband, (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, a Washington municipal corporation, 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.

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-

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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.

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-

UTILITY EASEMENT

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, licenses, 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.

GRANTORS:

Howard D. McCormick
Howard D. McCormick

Date: 2-28-17

Date: 3/30/17

On this 28th day of February, 2017, before me personally appeared Christine Duree McCormick and Howard D. McCormick 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.

A circular notary seal for Dan Frink, a Notary Public in the State of Washington. The seal features the text "DAN FRINK" at the top, "NOTARY PUBLIC" in the center, "COMMISSION EXPIRES" above the date, and "STATE OF WASHINGTON" at the bottom. The date "04-02-17" is stamped in the center. The seal is surrounded by a decorative border of small, repeating "S" shapes.

Dan Jink
Notary Public in and for the State of
Washington, residing at Kenmore, WA
My commission expires 4/2/17

EXHIBIT A
PARCEL NO. 00520600301600
UTILITY EASEMENT

THAT PORTION OF THE HEREINAFTER DESCRIBED PARCEL "A" DESCRIBED AS FOLLOWS:

THE SOUTH 5.00 FEET OF THE NORTH 8.50 FEET OF THE EAST 9.50 FEET OF THE WEST 26.50 FEET.

TOGETHER WITH:

THE SOUTH 5.00 FEET OF THE NORTH 7.50 FEET OF THE EAST 2.00 FEET.

CONTAINING 58 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 27842, DATED DECEMBER 30, 2013)

LOT(S) 16, 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.



11-30-16

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

236TH ST SW

EXISTING RIGHT OF WAY \angle N 88°00'11" W

30' ROW

ROW ACQUISITION

EXISTING R.O.W.

26.50'

9.50'

UTILITY EASEMENT
AREA = 48 S.F.±

8.50'

5.00'

5.00'

UTILITY EASEMENT
AREA = 10 S.F.±

7.50'

2.00'

TOTAL UTILITY EASEMENT
AREA = 58 S.F.±

TAX LOT NUMBER
00520600301700

PROPERTY LINE

98

TAX LOT NUMBER
00520600301600

TAX LOT NUMBER
00520600301500

PROPERTY LINE



N.T.S.

DATE: NOVEMBER 29, 2016

FILE: 98ORIG 120915.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 00520600301600
UTILITY EASEMENT