

After Recording Mail To:

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

**NO EXCISE TAX  
REQUIRED**

OCT 04 2017

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

**UTILITY EASEMENT**

*Grantor: Anna Matuszewski*  
*Grantee: City of Mountlake Terrace*  
*Abbreviated Legal: Ptn of Lot 15, Block 3, Mountlake Terrace Div. No. 2, in*  
*Snohomish County, WA*  
*Tax Parcel No.: 00520600301500*  
*City of Mountlake Terrace / Main Street Revitalization Project*  
*Project Parcel #99*

STEWART TITLE  
01148-58554

The undersigned, Anna Matuszewski, 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.

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

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## UTILITY EASEMENT

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.

UTILITY EASEMENT

GRANTOR:



Anna Matuszewski

Date: 6-21-17

Accepted by the City of Mountlake Terrace

By: 

Printed Name: Scott Hugill

Title: City Manager

Date: 7/28/17

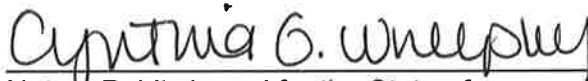
STATE OF WASHINGTON )

County of Snohomish ) ss

On this 21st day of June 2020, before me personally appeared Anna Matuszewski 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 Oak Harbor, WA

My commission expires 10.12.2020

**EXHIBIT A**  
**PARCEL NO. 00520600301500**  
**UTILITY EASEMENT**

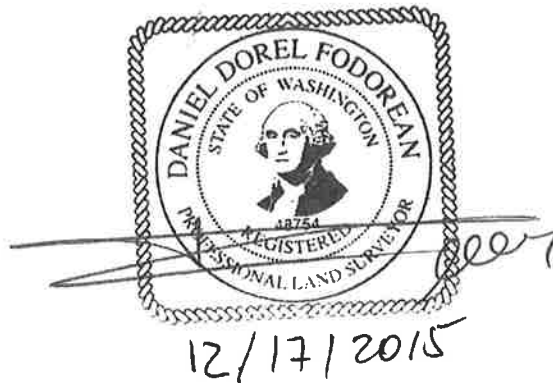
THE SOUTH 5.00 FEET OF THE NORTH 7.50 FEET OF THE WEST 7.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".

CONTAINING 35 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 27846, DATED DECEMBER 30, 2013)

LOT(S) 15, 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

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

30'  
ROW

ROW ACQUISITION

EXISTING R.O.W.

7.00'

7.50'  
5.00'

UTILITY EASEMENT  
AREA = 35 S.F.±

TAX LOT NUMBER  
00520600301600

TAX LOT NUMBER  
00520600301400

99  
TAX LOT NUMBER  
00520600301500

PROPERTY LINE

PROPERTY LINE



N.T.S.

DATE: SEPTEMBER 1, 2015

FILE: 99.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 00520600301500  
UTILITY EASEMENT