

After recording return document to:

Snohomish County Public Works
Engineering Services – Right-of-Way
3000 Rockefeller Ave, Admin E Bldg, M/S 607
Everett, WA 98201-4046

EASEMENT FOR UTILITIES AND SERVICES

The undersigned JERD Investments LLC, a Washington Limited Liability Company, Grantor, its heirs, successors and assigns (hereinafter together referred to as "Grantor"), for mutual considerations and benefits, hereby convey(s) and grant(s) to **Snohomish County**, a political subdivision of the State of Washington, its successors and assigns, Grantee, on the property as described in Exhibit A,

Tax Parcel # _____

Abbreviated Legal Description: THAT PORTION OF LAND IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 28 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN IN SNOHOMISH COUNTY WASHINGTON

a permanent non-exclusive easement for a public use and for public utilities and services to the property over, across, along, in, upon, and under the property described in Exhibit A and shown on the map of Exhibit B, said easement being for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing, and using any and all utilities such as , water, sewer, electrical, gas, and cable utilities, together with the right of ingress to and egress from said described property for the foregoing purposes. Grantee may convey a permit or franchise to a utility purveyor to effectuate the intent of this easement.

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

1. Grantee shall, if the above-described property is disturbed by the maintenance, removal, repair, or replacement of the facilities specified herein, ensure restoration of the surface of the above-described property to substantially the same condition in which it existed at prior to the commencement of said maintenance, removal, repair, or replacement.

2. Grantee shall protect and save harmless Grantor from and against any and all claims, demands, loss, damage, expense, and liability of every kind and description and for any damage to, loss, or destruction of property suffered by Grantor, Grantor's heirs, successors, assigns, or by any persons, firms, or corporations because of the maintenance, removal, repair, operation, or replacement of said facilities.
3. 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
 - a. Within the above described permanent easement
 - b. Outside the aforementioned easements but intruding into the easement so as to interfere with maintenance, removal, repair, or replacement of the facility, shall be deemed an encroachment with said easement rights and, as to such structures, the provisions of Paragraphs 1 and 2 shall not apply; further, Grantor, Grantor's heirs, successors, and assigns shall be obligated to remove said encroachments at Grantor's, Grantor's heirs', and successors' and assigns' expense.
4. Grantor covenants that Grantor shall not install, allow or maintain trees, plantings, or vegetation (collectively "vegetation") within the easement after the date of this Agreement to the extent such vegetation limits District's access to the easements or Grantee's ability to maintain or repair the utility. In the event Grantor fails to satisfy this covenant, Grantor shall promptly remove such vegetation upon demand of Grantee or Grantee may remove such vegetation without notice to Grantor. As to such vegetation, Paragraphs 1 and 2 above shall not apply.
5. Grantor covenants that no digging, tunneling, or other form of construction activity shall be done on the easement or on Grantor's property which would disturb or damage the Facility unearth or undermine Grantee's Facility or endanger the lateral support to the Facility.
6. The Grantor grants to the Grantee and to those acting under the Grantee the use of such additional area immediately adjacent to the easement as shall be required for the

EXHIBIT 'A'

LEGAL DESCRIPTION OF SUBJECT PROPERTY

THAT PORTION OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 28 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF 119TH STREET SOUTHWEST LYING NORTH OF TRACTS 124 AND 125, PAINE FIELD NUMBER 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGES 110 AND 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 127,
THENCE ALONG THE SOUTH LINE OF SAID TRACT 127 NORTH 89°45'14" WEST 2.66 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 45.50 FEET;
THENCE WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 108°20'16", A DISTANCE OF 86.03 FEET TO THE NORTH LINE OF SAID TRACT 124 AND A POINT OF NON-TANGENCY;
THENCE ALONG SAID NORTH LINE SOUTH 89°45'14" EAST 45.60 FEET TO THE NORTHEAST CORNER OF SAID TRACT 124;
THENCE NORTH 00°14'35" EAST 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7525 SQUARE FEET, OR 0.17 ACRES, MORE OR LESS.

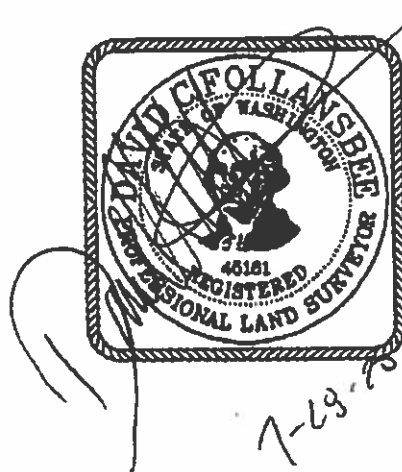
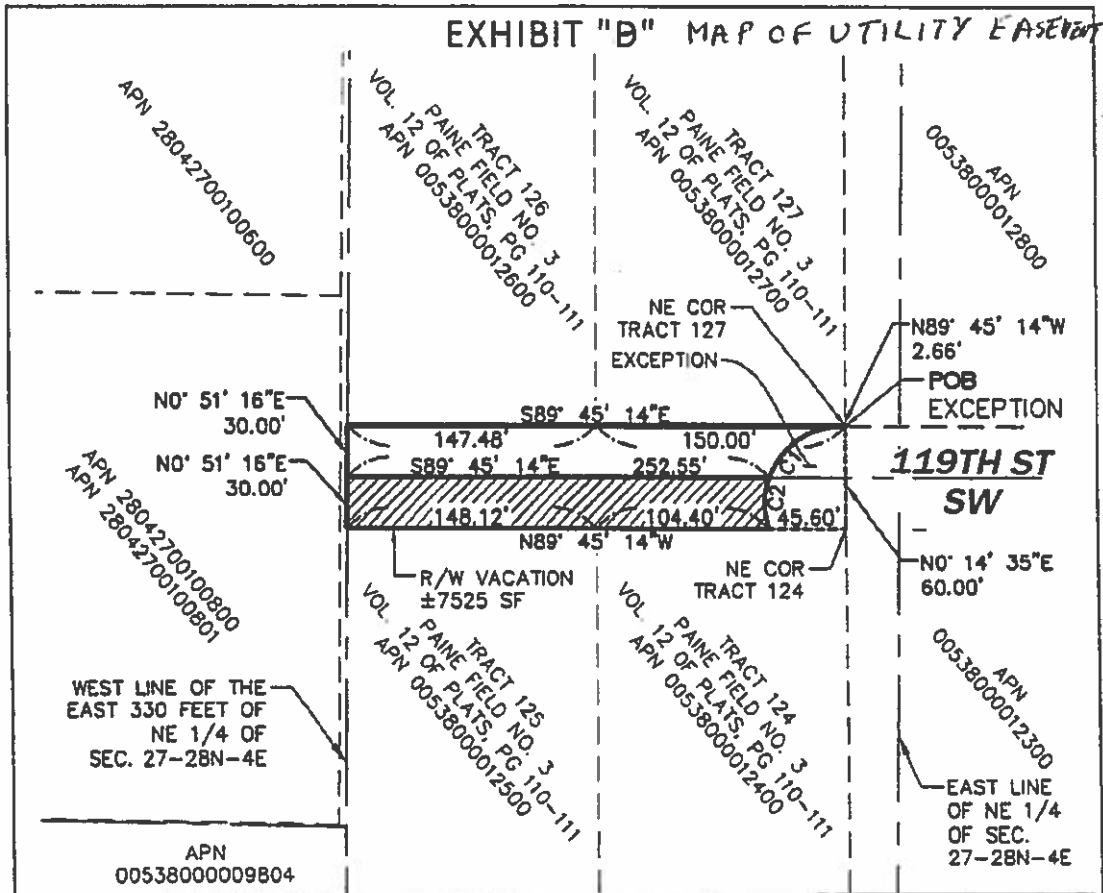


EXHIBIT "B" MAP OF UTILITY EASEMENT



APN 0053800009804

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	55.46	45.50	69°50'15"	S55° 04' 53"W	52.09
C2	30.57	45.50	38°30'01"	S0° 54' 45"W	30.00

SEE EXHIBIT A FOR LEGAL DESCRIPTION



JOB NO: 2120788 7/20/20
 RIGHT-OF-WAY VACATION
 LEGAL BY: SAR EXHIBIT BY: SAR
 NE 1/4, NE 1/4, S27, T28N, R04E
 w:\edekpro\2012\2120788\2120788 rw vacation.dwg



2215 North 30th Street,
 Suite 300,
 Tacoma, WA 98403
 253.383.2422 TEL
 253.383.2572 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.