

**NO EXCISE TAX
REQUIRED**

MAK 06 2017

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

AFTER RECORDING, MAIL TO

City of Seattle, Seattle City Light
Real Estate Services SMT Room #3338
Attention: Mary Davis
700 - 5th Avenue, Suite 3200
Post Office Box 34023
Seattle, WA 98124-4023



201703060476 8 PGS
03/06/2017 3:04pm \$80.00
SNOHOMISH COUNTY, WASHINGTON

EASEMENT

This document is filed for record by FIRST AMERICAN TITLE INSURANCE CO. as an accommodation only. It has not been examined as to its execution or as to its affect upon the title

REFERENCE NO.

GRANTOR: City of Seattle, acting by and through its City Light Department
GRANTEE: Troy Little and Cheryl Little, husband and wife
LEGAL DESCRIPTION: Ptn NE Qtr of the NW Qtr and Ptn of the NW Qtr of the NE Qtr in Sec. 8-32-10-E, W.M., records of Snohomish County, WA
ASSESSOR'S TPN: 32108-001-026-00

FIRST AMERICAN 2436364

THIS EASEMENT is made the 4th day of January, 2017 by
Maureen Barnes, Real Estate Manager, Seattle City Light.

WITNESSTH:

WHEREAS, The City of Seattle, a municipal Corporation, acting by and through its City Light Department ("the Grantor) is the owner of a parcel of real property situated in the County of Snohomish, State of Washington, which is more particularly described in Exhibit A; and

WHEREAS Troy and Cheryl Little (the Grantees) are the owners of an adjoining parcel of real property situated in the County of Snohomish, State of Washington, which is more particularly described in Exhibit B;

NOW, THEREFORE, for and inconsideration of mutual benefits to be derived therefrom and for no monetary consideration, the Grantor, retaining all rights not herein granted, hereby grants to the Grantees, an easement upon the following terms.


1. Easement: A non-exclusive easement appurtenant for ingress and egress over and across a twenty foot wide easement area described in Exhibit C.
2. Maintenance and Repair. Maintenance and repair of the existing roadway within the easement area shall be the sole responsibility of the Grantee.
3. Improvements: No improvements such as widening or paving shall be allowed.
4. Use. Grantees' use of the easement shall be only for ingress and egress and not for parking, storage, etc. Grantees shall not block or otherwise impede the free flow of traffic with gates.

parked vehicles, or equipment, speed bumps, fence or in any other way. The easement is limited to serving one single-family residence on Grantee's property, parcel numbers 32100800202200, 32100800201300, and 32100800101200.

5. Indemnity. Grantees shall be responsible for Grantees' own negligence and that of its employees, agents, consultants, or contractors, and shall indemnify and hold harmless Grantor, its officials, officers, agents, and employees therefrom. Grantees shall not be required to indemnify, defend, and hold harmless Grantor, its officials, officers, agents, or employees if the claims and/or damages result from the negligence and/or intentional acts or omissions of the Grantor or Grantor's officials, officers, agents, or employees. To the extent a claim arises out of or alleges the concurrent negligence of both of the Parties, each Party shall only be responsible for its own negligence and that of its employees, officers, officials, agents, consultants, or contractors. It is further provided that no liability shall attach to either Party by reason of entering into this Permanent Easement except as expressly provided herein.
6. Grantees' Environmental Representations and Warranties. Grantees warrants, represents, covenants and agrees:
 - (a) Hazardous Substances. Grantees will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Easement area or transport to or from the Easement area any Hazardous Substance (as defined in Subsection (c) below) or allow any other person or entity to do so.
 - (b) Environmental Indemnity. Grantees shall protect, indemnify, hold harmless and defend Grantor and its directors, officers, contractors, employees, agents, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to a breach of any representation, warranty, covenant or agreement contained in this Section including, without limitation, (a) all consequential damage, and (b) the costs of any required or necessary repairs, cleanup or detoxification of the Easement Area and the preparations and implementation of any closure, remedial or other required plans.
 - (c) Definitions. The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", "hazardous wastes" or "solid waste" in any Environmental Law; (b) petroleum products and petroleum by-products; (c) polychlorinated biphenyls, and (d) chlorinated solvents. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule, currently existing or enacted in the future, pertaining to health, industrial hygiene, environmental conditions or hazardous substances.
7. Abandonment. In the event that the Grantees discontinue their use of the roadway for twenty-four consecutive months, the easement will automatically be terminated.
8. General. This easement shall run with the land, and bind and inure to the benefit of the parties, their successors and assigns.

Dated AS INDICATED ABOVE

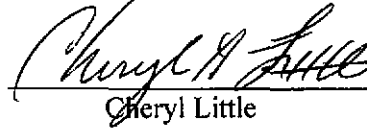
Approved by:



Maureen Barnes



Troy Little



Cheryl Little

UNOFFICIAL DOCUMENT

(ACKNOWLEDGMENT)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

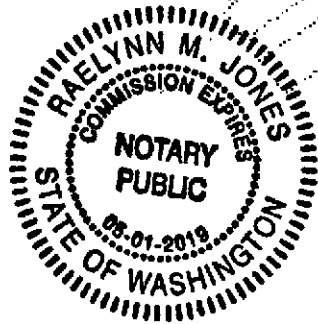
I the undersigned, a Notary Public, do hereby certify that on this 3rd day of February, 2017 personally appeared before me **Troy Little and Cheryl Little**, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed the 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 in this certificate above written.

Rachynn M. Jones

Printed Name: Rachynn M. Jones
Notary Public in and for the State of Washington,
Residing at Barnington
My commission expires 5-1-19

Notary Seal:



Document

EXHIBIT A
Legal Description

Property owned by City of Seattle, acting by and through its City Light Department.

Real property in the County of Snohomish, State of Washington, described as follows:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 32 NORTH, RANGE 10 EAST W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8;

THENCE SOUTH $86^{\circ}44'25''$ WEST A DISTANCE OF 330.05 FEET;

THENCE NORTH $2^{\circ}17'50''$ WEST A DISTANCE OF 285.04 FEET;

THENCE NORTH $86^{\circ}44'05''$ EAST A DISTANCE OF 178.72 FEET;

THENCE SOUTH $53^{\circ}18'35''$ EAST A DISTANCE OF 194.67 FEET TO THE EAST LINE OF THE SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8;

THENCE ALONG SAID WEST LINE SOUTH OF $2^{\circ}17'50''$ EAST A DISTANCE OF 160.02 FEET TO THE POINT OF BEGINNING.

(PURSUANT TO ORDER OF SUMMARY JUDGMENT & DECREE QUIETING TITLE FILED NOVEMBER 15, 2011 UNDER SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 09-2-02914-6).

TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 32 NORTH, RANGE 10 EAST W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8;

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER NORTH $02^{\circ}17'50''$ WEST A DISTANCE OF 160.02 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE NORTH $02^{\circ}17'50''$ WEST A DISTANCE OF 38.60 FEET;

THENCE SOUTH $53^{\circ}18'35''$ EAST A DISTANCE OF 32.84 FEET;

THENCE SOUTH $21^{\circ}28'04''$ EAST A DISTANCE OF 93.40 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF CRAWFORD LOOP ROAD;

THENCE ALONG SAID RIGHT OF WAY SOUTH $36^{\circ}41'40''$ WEST A DISTANCE OF 35.31 FEET TO A POINT WHICH BEARS SOUTH $21^{\circ}28'04''$ EAST FROM THE POINT OF BEGINNING;

THENCE NORTH $21^{\circ}28'04''$ WEST A DISTANCE OF 103.47 FEET TO THE POINT OF BEGINNING.

(PURSUANT TO AGREED AMENDED JUDGMENT & DECREE QUIETING TITLE & ADJUSTING BOUNDARIES TO REAL PROPERTY FILED AUGUST 27, 2015 UNDER SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 09-2-02914-6).

Tax Parcel Numbers: 321008-002-001-00 and 321008-001-026-00

Situs Address: Darrington, WA 98253

EXHIBIT B
Legal Description
Property of Troy and Cheryl Little

PARCEL A:

That portion of Section 8, Township 32 North, Range 10 East, W.M, Situate in the County of Snohomish, State of Washington described as follows:

Beginning at the Southeast corner of the Northeast quarter of the Northwest quarter of said Section 8;
THENCE Northerly along East line of Northeast quarter of the Northwest quarter of said Section 8 for 160 feet;
THENCE Westerly parallel to the South line of said Northeast quarter of the Northwest quarter of said Section for 255 feet;
THENCE Southerly parallel to the West line of said Northeast quarter of the Northwest quarter of said Section 8 for 160 feet;
THENCE Easterly along South line of said Northeast quarter of the Northwest quarter of said Section 8, a distance of 255 feet to the True Point of Beginning;
EXCEPT County road (Survey 1441).

PARCEL B:

Beginning at the Southeast corner of the Northeast quarter of the Northwest quarter of Section 8, Township 32 North, Range 10 East, W.M. Situate in the County of Snohomish, State of Washington;
THENCE Northerly along the East line of said Northeast quarter of the Northwest quarter of said Section 8 to the True Point of Beginning where the West side of the County road Survey 1441 intersects the East line of said Northeast quarter of the Northwest quarter of said Section 8;
THENCE Northerly along the West boundary of the County road 54 feet;
THENCE Northwesterly to a point on the East line of the Northeast quarter of the Northwest quarter of said Section 8 which is 160 feet North of the Southeast corner of the Northeast quarter of the Northwest quarter of said Section 8;
THENCE South along East line of said Northeast quarter of the Northwest quarter of Northwest quarter of said Section 8 to the True Point of Beginning.

PARCEL C:

Beginning at the Southeast corner of the Northeast quarter of the Northwest quarter of Section 8, Township 32 North, Range 10 East, W.M., Records of Snohomish County, Washington;
THENCE South $86^{\circ}44'25''$ West, a distance of 330.05 feet;
THENCE North $02^{\circ}17'50''$ West a distance of 285.04 feet;
THENCE North $86^{\circ}44'05''$ East a distance of 178.72 feet;
THENCE South $53^{\circ}18'25''$ East a distance of 194.67 feet to the East line of the said Northeast Quarter of the Northwest quarter of Section 8;
THENCE along said West line South of $02^{\circ}17'50''$ East a distance of 160.02 feet to the Point of Beginning.
Situate in the County of Snohomish, State of Washington.

EXHIBIT C

Easement - Legal Description

A portion of Snohomish County Tax Parcel 321008-001-02-600 situate in the NW ¼ of the NE ¼ Section 8, Township 32 North, Range 10 East, W.M.

An easement over, under and across a strip of land, 20.00 feet wide being 10.00 feet each side of the following defined Centerline being a portion of the following described parcel:

A portion of the Northwest Quarter of the Northeast Quarter of Section 8, Township 32 North, Range 10 East, W.M., Records of Snohomish County, Washington, more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 8; Thence along the west line of said Northwest Quarter of the Northeast Quarter, North 02°17'50" West, a distance of 160.02 feet to the Point of Beginning;

Thence continuing along said west line North 02°17'50" West, a distance of 38.60 feet;

Thence South 53°18'35" East, a distance of 32.84 feet;

Thence South 21°28'04" East, a distance of 93.40 feet to the northwesterly Right of Way line of Crawford Loop Road;

Thence along said Right of Way South 36°41'40" West, a distance of 35.31 feet to a point which bears South 21°28'04" East from the point of beginning;

Thence North 21°28'04" West, a distance of 103.47 feet to the Point of Beginning.

(Pursuant to Agreed Amended Judgment & Decree Quieting Title & Adjusting Boundaries to Real Property Filed August 27, 2015 under Snohomish County Superior Court Cause No. 09-2-02914-6).

Said Centerline is described as follows:

Commencing at the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 8; Thence North 02°17'50" West, along the West line of said Northwest Quarter of the Northeast Quarter, a distance of 160.02 feet;

Thence South 21°28'04" East, along the southwesterly line of said described parcel 45.00 feet to the Beginning of said Centerline;

Thence South 88°33'17" East 32.57 feet to the northeasterly line of said described parcel and Terminus of said Centerline.

The sidelines of said strip of land are to be lengthened or shortened to begin and end on the Southwesterly and Northeasterly lines of said described parcel.

Said strip of land contains 651 Square Feet, more or less.