

RESOLUTION 2021-I

**A RESOLUTION OF THE TOWN OF EATONVILLE,
WASHINGTON, APPROVING AND AUTHORIZING THE
MAYOR TO EXECUTE A DEED FOR EASEMENT**

WHEREAS, The Town of Eatonville (the “Town”) owns certain real property in the Town of Eatonville, assessor’s parcel number 3605002403 (the “Property); and

WHEREAS, Grantees, listed within the Deed for Easement, Exhibit A, attached hereto, own three parcels of real property lying adjacent to the Property and have access points through the Property; and

WHEREAS, an easement for access existed on the Property in 1990 and was vacated in 1993 for unknown reasons; and

WHEREAS, the Town intends to grant to each grantee easement access for the purposes set forth in the Deed for Easement; and

WHEREAS, the easement shall run with the land and shall bind and benefit all parties having or acquiring any right, title, or interest in the land described within the Deed for Easement; now, therefore;

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council accepts and approves the Deed for Easement, attached hereto as Exhibit A, and authorizes the Mayor to sign the easement on behalf of the Town.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 8th day of March 2021.

Mike Schaub, Mayor

ATTEST:

Miranda Doll, Town Clerk

Return Address:
Miranda Doll
Town of Eatonville
P.O. Box 309
201 Center Street W
Eatonville, WA 98328

DEED FOR EASEMENT

GRANTOR(S): Town of Eatonville
GRANTEE(S): FORREST COLEMAN & BEVERLY COLEMAN, SHIRLEY A. WAGGONER,
and HUNTER C. HOBERG
SHORT LEGAL DESCRIPTION: Section 14 Township 16 Range 04 Quarter 34 EATONVILLE
L 11 & 12 B 32 OUT OF 240-0 SEG C1012JU 10/21/91BO
ASSESSOR’S PROPERTY TAX PARCEL: 3605002403

WHEREAS, Grantor owns certain real property situated in the Town of Eatonville, County of Pierce, State of Washington, the legal description of which is attached hereto as **EXHIBIT A** and incorporated herein by this reference (“Grantor’s Property”); and

WHEREAS, Grantees own three parcels of real property lying adjacent to Grantor’s Property, also situated in the Town of Eatonville, County of Pierce, State of Washington, the legal descriptions of which are also attached hereto as **EXHIBIT A** and incorporated herein by this reference (“Grantees’ Property”); and

WHEREAS, Grantor intends to grant to Grantee, on the terms and conditions contained herein, a non-exclusive, perpetual easement over, under, and across a portion of Grantor’s Property (the “Easement Area”) for the purposes set forth herein, and Grantees desire to accept the grant of such easement. The legal description and location of the Easement Area are attached hereto as **EXHIBIT B** and incorporated herein by this reference; and

WHEREAS, Grantor intends to reserve to itself the right to use the Easement Area for any purpose that does not interfere with Grantees’ rights hereunder;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, receipt of which is hereby acknowledged, Grantor hereby grants a non-exclusive perpetual easement for ingress, egress, and utilities over, under, and across the Easement Area for the benefit of Grantees and their successors, assigns, grantees, tenants, employees, agents, contractors, customers, invitees, and licensees. This easement shall run with the land and shall bind and benefit all parties having or acquiring any right, title, or interest in the land described herein or any part thereof.

Furthermore, in consideration of the mutual promises and covenants set forth herein, Grantor and Grantees hereby agree as follows:

1. Reservation. Grantor reserves for itself and its successors, assigns, grantees, tenants, employees, agents, contractors, customers, invitees, and licensees the right to use the Easement Area for ingress, egress, and utilities so long as such uses are not inconsistent with the purposes of the Easement granted herein and do not unreasonably interfere with or obstruct Grantees' use of the Easement Area.

2. Restrictions on Use. The parties covenant to use the Easement Area for lawful purposes only in conformance with all applicable governmental laws, ordinances, codes, and regulations, and no party shall use or operate, or allow, conduct, or permit any unlawful use of the Easement Area.

3. Maintenance. Grantees shall maintain, at their expense, the surface of the Easement Area and any utilities located in the Easement Area.

4. No Implied Easements. Nothing contained herein shall be construed as creating any rights in any portion of Grantor's Property outside of the Easement Area. No easements other than the one expressly set forth above shall be implied by this Deed for Easement.

5. Indemnity and Hold Harmless. Grantees agree to indemnify, defend, and hold harmless Grantor from any and all actual or alleged liabilities, obligations, losses, damages, claims, judgments, suits or expenses of any kind or nature whatsoever arising out of or in any way connected with Grantees' use of the Easement Area or exercise of any rights granted pursuant to this Easement.

6. Termination and Amendment. The easements, covenants, restrictions, and conditions of this Easement shall be effective commencing on the date of recording of this Easement in Pierce County, Washington, and shall remain in full force and effect thereafter in perpetuity, unless the Easement is modified, amended, canceled, or terminated by a writing that is executed by all parties and recorded in Pierce County, Washington.

7. Governing Law and Venue. The laws of the State of Washington shall govern the interpretation, validity, performance, and enforcement of this Easement. Venue for any action arising out of this Easement shall be in Pierce County, Washington.

8. Entire Agreement. This writing contains the complete understanding and agreement of all parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

9. Covenants Running with the Land. The agreements contained herein shall be deemed covenants running with the land and shall inure to the benefit of, and shall be binding upon, the respective successors, assigns, grantees, and heirs of the parties.

10. Severability. If any of the aforementioned provisions are held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXECUTED this ____ day of March, 2021.

GRANTOR:

Town of Eatonville
By: Mike Schaub
Title: Mayor

By: _____ Date Signed: March ___, 2021

ACKNOWLEDGMENT OF GRANTOR

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Mike Schaub, to me known to be the Mayor of the Town of Eatonville and he executed the within and foregoing instrument on behalf of the Town of Eatonville, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of March, 2021.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My commission expires: _____
Print Name: _____

GRANTEE (1):

Property Owner: FORREST COLEMAN & BEVERLY COLEMAN

By: _____ Date Signed: _____

By: _____ Date Signed: _____

ACKNOWLEDGMENT OF GRANTEE (1)

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared FORREST COLEMAN & BEVERLY COLEMAN executed the within and foregoing 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 this ___ day of March 2021.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My commission expires: _____
Print Name: _____

GRANTEE (2):

Property Owner: SHIRLEY A. WAGGONER

By: _____ Date Signed: _____

ACKNOWLEDGMENT OF GRANTEE (2)

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared SHIRLEY A. WAGGONER and that she executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of March 2021.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My commission expires: _____
Print Name: _____

GRANTEE (3):

Property Owner: HUNTER C. HOBERG

By: _____ Date Signed: _____

ACKNOWLEDGMENT OF GRANTEE (3)

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared HUNTER C. HOBERG and that he executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of March 2021.

NOTARY PUBLIC in and for the State of Washington
Residing at: _____
My commission expires: _____
Print Name: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Section 14 Township 16 Range 04 Quarter 34 EATONVILLE L 11 & 12 B 32 OUT OF 240-0
SEG C1012JU 10/21/91BO

Parcel No.: 3605002403

LEGAL DESCRIPTIONS OF GRANTEE'S PROPERTY

Grantee (1)

Section 14 Township 16 Range 04 Quarter 34 EATONVILLE: EATONVILLE SE OF SW 14-16-
04E PARCEL "B" OF DBLR 98-10-26-5002 DESC AS S 1/2 OF L 9 & ALL OF L 10 B 32 EASE
OF RECORD APPROX 9,000 SQ FT OUT OF 240-2 & 240-1 SEG K-0395 JU 12/17/98JU

Parcel No.: 3605002404

Grantee (2)

Section 14 Township 16 Range 04 Quarter 34 EATONVILLE L 8 THRU 10 B 31 OUT OF 234-0
SEG R-1018 NF EMS

Parcel No.: 3605002341

Grantee (3)

Section 14 Township 16 Range 04 Quarter 34 EATONVILLE L 11 & 12 B 31 OUT OF 234-0 SEG
R-1018 NF EMS

Parcel No.: 3605002342

EXHIBIT B

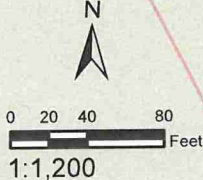
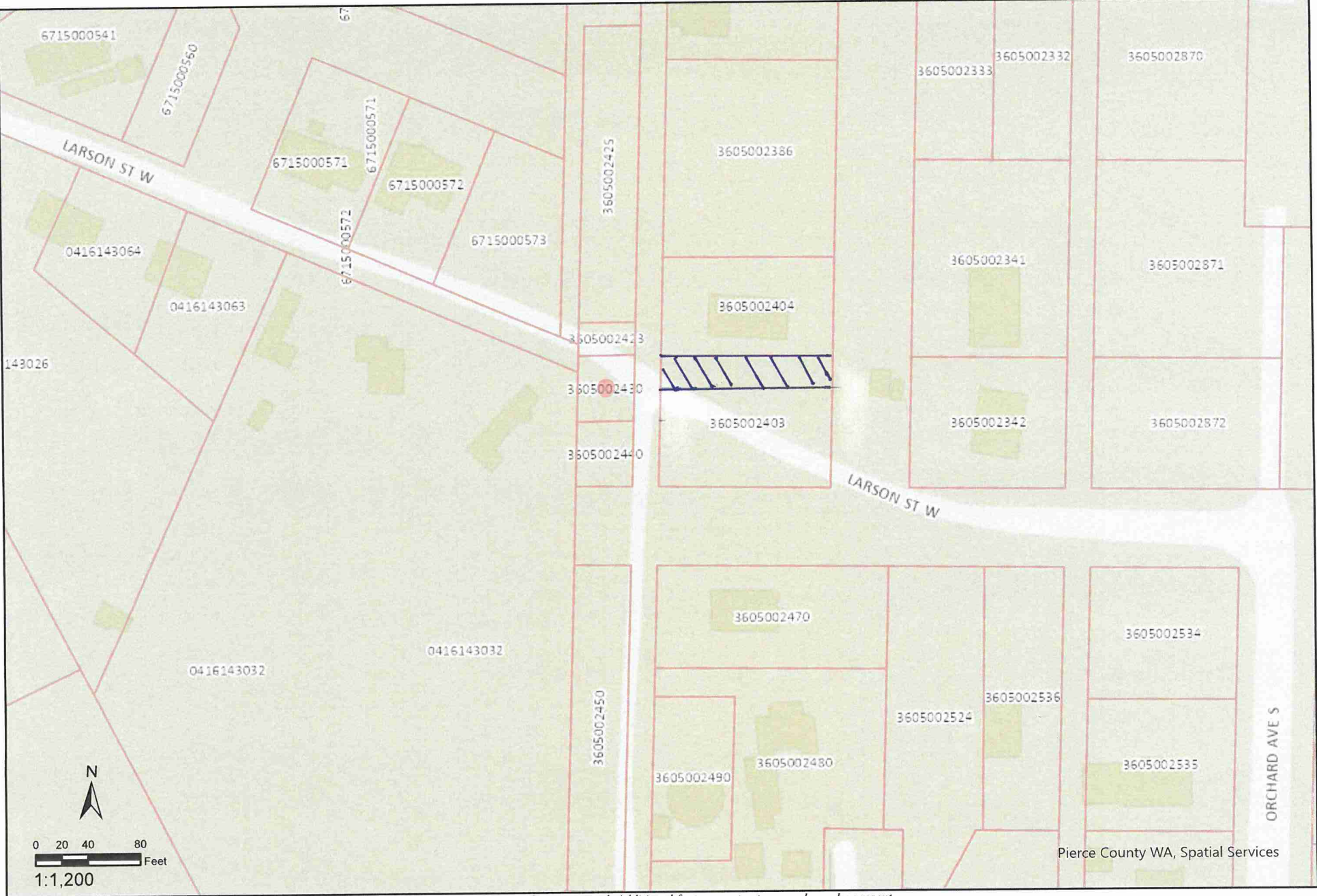
LEGAL DESCRIPTION OF EASEMENT AREA

A 24-foot wide strip of land extending from the northwest corner of the Property to the northeast corner of the Property.



Larson Easement_Parcel Nos.

Exhibit C



Disclaimer: The map features are approximate and have not been surveyed. Additional features not yet mapped may be present.
 Pierce County assumes no liability for variations ascertained by formal survey.