

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to BADGER CONSTRUCTION, INC., P.O. Box 4, Mukilteo, Washington 98275, hereinafter referred to as the GRANTOR, by the CITY OF NORTH POLE, a municipal corporation of the State of Alaska, hereinafter referred to as the GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby GRANT, BARGAIN, SELL, TRANSFER and CONVEY unto the GRANTEE, its successors and assigns, a perpetual easement to construct and lay sewer and water mains and appurtenances, and thereafter use, operate, inspect, repair, maintain, replace and remove the same over and across and through the land of the GRANTOR situated in the Fairbanks Recording District, State of Alaska, which said easement and right of way is described as follows:

Those portions of land located within that part of the East half of the Northwest quarter of the Northeast quarter of Section 9, Township 2 South, Range 2 East, Fairbanks Meridian, Alaska, lying North of the Richardson Highway right of way, Alaska Project #F-062-4(31), West of the Badger Road right of way, Alaska Project #S-0620(2), and West of Morningstar Subdivision, Plat No. 84-137, filed July 3, 1984, Fairbanks Recording District, and more particularly described as follows:

The Southerly 25 feet of the Northerly 75 feet thereof;

And the Southwesterly 25 feet thereof, extending from the Westerly line of the said East half of the Northwest quarter of the Northeast quarter of Section 4 to the Westerly line of said Badger Road right of way;

And the Southeasterly 25 feet thereof, extending from the Northeasterly line of the said Richardson Highway right of way to the Southwesterly line of Tract D, Morningstar Subdivision. Fairbanks Recording District.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, its successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the perpetual easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this 13 day of April, 1987.

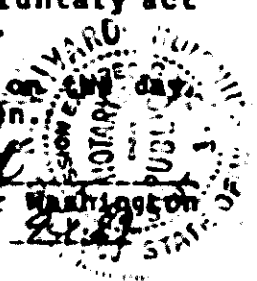
Leonard Wright

STATE OF WASHINGTON)
COUNTY OF Snohomish) SS:

THIS IS TO CERTIFY that on this 13 day of April, 1987, before me, the undersigned Notary Public in and for the State of Alaska, personally appeared LEONARD WRIGHT known to be the individual described in and who executed the within and foregoing instrument in capacity as President of said corporation, and he acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official notarial seal on the 13 day of April, 1987, month, and year in this certificate first above written.

Maxine A. Stewart
Notary Public in and for Washington
My commission expires: 2-2-88



Return To:
City of North Pole
P. O. Box 55109
North Pole, AK. 99705

MAY 21 12 50 PM '07

REQUESTED BY *City of North Pole*

ADDRESS *P.O. Box 55104
North Pole 99705*

452942

S²NE¹N¹SW¹

Extg. 4th
Frontage

5	L1	Acres	L7
L5	Acres	SUBD	
L4	Acres	1.1555	L7
L3	Acres		
L2	Acres		
L1	Acres		

TL 7-4
L1-5
Legal
Swamp

Ext. 30' PUE

Ti. J

MCKIN

BE

LB

L1

L2

L1

L2

TAK

L3

L5

L4

L6

L9

L7

L8

Ti. H
(09)

3

Road

Hurst

TL 904
L1-5
L1-5
HURST

TL 919
Cordova, Inc.
Ext. 30' PUE

TL 916
Cordova, Inc.
Ext. 30' PUE

TL 916
Cordova, Inc.
Ext. 30' PUE

TL 914
Cordova, Inc.
Ext. 30' PUE

Ti. C
SUBDIVISION
137

filed
July 3 1907

G

F

E

D

A-1

A-2

9

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