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10/23/2001 10:10 AM Snohomish  
P:0003 RECORDED County

NO EXCISE TAX

OCT 23 2001

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO  
ABEYTA & ASSOCIATES  
1001 Fourth Avenue Plaza, Suite 3200,  
Seattle, WA 98154

Said document(s) were filed for  
record by Pacific N W Title as accommodation  
only It has not been examined as to  
proper execution or as to its effect  
upon title

**EASEMENT**

IN THE MATTER OF

Project Name 67TH AVE NE IMPROVEMENTS SR 531 TO 204TH ST NE  
Project No. 36651-01  
Parcel No. 2231051017  
Section/Township/Range NE22 31N 05E  
Tax Parcel No. 22310510170001

PNWT 101050-1

Grantor Kenneth D. Root and Susan D Root  
Grantee City of Arlington, a municipal corporation  
Abbreviated Legal Description A PORTION OF THE NE QUARTER OF 22-31-5  
Assessor's Tax Parcel ID No. ~~2231051017~~ 310522-001-017-00

THIS EASEMENT made this 9th day of October, 2001, by and between KENNETH D ROOT AND SUSAN D ROOT, (hereinafter "GRANTOR"), and the City of Arlington, a municipal corporation, (hereinafter GRANTEE")

RECITALS

WHEREAS, the GRANTEE is desirous of acquiring certain rights and privileges over, under, across and upon said real property

NOW, THEREFORE, the GRANTOR, for and in consideration of the sum of TEN and No/100 (\$10.00) and other valuable consideration— Dollars, receipt of which is hereby acknowledged, hereby conveys and grants to the GRANTEE, its successors and assigns, the perpetual right, privilege and authority to construct, alter, erect, improve, extend, repair, operate and maintain a slope, together with a right of access over, under, and across the easement area for construction, installation, repair and maintenance of said slope and general access for the purposes set forth herein to the GRANTEE's property, in and to the following described real estate and any after acquired interest therein, situated in City of Arlington, State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under the Eminent Domain statute of the State of Washington

THAT PORTION OF THAT PARCEL AS DESCRIBED IN PARCEL "A" LYING WITHIN THE WEST 5 FEET OF THE EAST 40 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22 TOWNSHIP 31 NORTH, RANGE 5 EAST, W M , IN SNOHOMISH COUNTY, WASHINGTON

PARCEL "A"

THE NORTH 180 FEET OF THE SOUTH 517 FEET MEASURED ALONG THE EAST LINE THEREOF OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 5 EAST, W M IN SNOHOMISH COUNTY, WASHINGTON LYING EASTERLY OF NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY, EXCEPT COUNTY ROAD

The easement rights granted herein include the right of ingress to and egress from said lands and across adjacent lands of the GRANTOR for the purpose of construction, reconstruction, repairing, renewing, altering, and changing slope and improvements

The GRANTOR and their heirs, successors and assigns, hereby covenant and agree not to obstruct or unreasonably restrict the GRANTEE's easement rights or the improvements constructed in or on said easement

The rights, title, privileges and authority hereby granted shall continue to be in full force until such time as the GRANTEE, its successors or assigns, shall permanently remove or abandon the slope and improvements

It is understood and agreed that, in the event the GRANTOR, its successors or assigns shall excavate and/or place an embankment upon the area covered by this slope easement to the level grade of the above road abutting thereon, all rights of the GRANTEE herein shall cease and terminate

The GRANTEE covenants to hold GRANTOR harmless from any damage caused by the construction, repair or maintenance of the slope installed on GRANTOR's property pursuant to this easement and, further, covenants to repair any damage that is done to GRANTOR's property by such installation, repair or maintenance

This easement shall touch, concern and run with the land and insure to be the benefits of the successors and assigns of the GRANTEE as well as being binding upon the successors and assigns of the GRANTOR

It is understood and agreed that the delivery of this Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Arlington, State of Washington, unless and until accepted and approved hereon in writing by the City of Arlington Director of Public Works or City Engineer

The covenants shall run with the land and bind the GRANTOR and GRANTOR's heirs, successors and assigns

DATED this 9 day of October, 2001

Kenneth D Root  
Kenneth D Root (GRANTOR)

Susan D Root  
Susan D Root (GRANTOR)

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STATE OF WASHINGTON

SS

County of Snohomish

I certify that I know or have satisfactory evidence that they are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument

DATED 10-9-01

Carol M Barstow  
CAROL M. BARSTOW  
Name (typed or printed)

NOTARY PUBLIC in and for the State of Washington  
Residing at Arlington

My appointment expires 5-29-03

CAROL M BARSTOW  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
MAY 29, 2003

DRAFT

EASEMENT  
FROM

*Kenneth D. & Susan Lee*

TO  
CITY OF ARLINGTON

Dated *October 9, 2001*

FILE FOR RECORD AT REQUEST OF  
Department of Public Works

DIR. OF PUBLIC WORKS APPROVAL

*[Signature]*  
Approval Rec'd  
City Engineer

Checked by *[Signature]*

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