

**NO EXCISE TAX
REQUIRED**

FEB 04 2002

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI



200202040809

02/04/2002 02:14 PM Snohomish
P.0006 RECORDED County

200202040809

Return Address

City of Arlington
238 North Olympic Ave.
Arlington, WA 98223

Please print or type information

Document Title(s) (or transactions contained therein):

Utility Easement

CHICAGO TITLE INSURANCE COMPANY HAS PLACED
THIS DOCUMENT OF RECORD AS A CUSTOMER
COURTESY AND ACCEPTS NO LIABILITY FOR THE
ACCURACY OR VALIDITY OF THE DOCUMENT.

E 32574

Grantor(s) (Last name first, then first name and initials)

Twin Ponds Apartments L.P.

Grantee(s) (Last name first, then first name and initials)

Arlington, City of

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

A portion of the Northwest quarter, Southwest quarter,
Section 12, Township 31 North, Range 5 East, W.M.

Reference Number(s) of Documents assigned or released: N/A

Assessor's Property Tax Parcel/Account Number

00756900000502

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AFTER RECORDING RETURN TO:

City of Arlington
238 N. Olympic
Arlington, WA 98223

**CITY OF ARLINGTON
UTILITY EASEMENT**

This INDENTURE made this 7th day of January, 2002 between Twin Ponds Apartments, L.P., herein after referred to as "Grantor," the CITY OF ARLINGTON, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee," and US Bank hereinafter referred to as "Mortgagee," WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington described as follows:
Attached Exhibit "A"
and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, under, over, and upon said lands and premises;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledges, hereby conveys and grants to the Grantee, its successors and assigns and its permittees and licensees, the perpetual right, privilege and authority to construct, alter, improve, repair, operate and maintain a sanitary sewer line, pipes and appurtenances, across, under, over and upon the following described lands and premises in the County of Snohomish, State of Washington, to-wit:
Attached Exhibit "B"

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said lines, and the right at any time to remove said lines and appurtenances from said lands.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing, but shall not erect any permanent buildings, structures, patios, or other construction of any nature on said easement. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawn, shrubbery, or land contours that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good condition as the same were immediately before the property was entered by the Grantee.

The rights, title, privilege, and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said lines and appurtenances from said lands, or shall otherwise permanently abandon said lines, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good lawful right and power to sell and convey same; that same is free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors, and assigns forever.

Any mortgage on said land held by Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

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IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:

MORTGAGEE:

Michelle Curran
for Twin Ponds Apartments L.P.

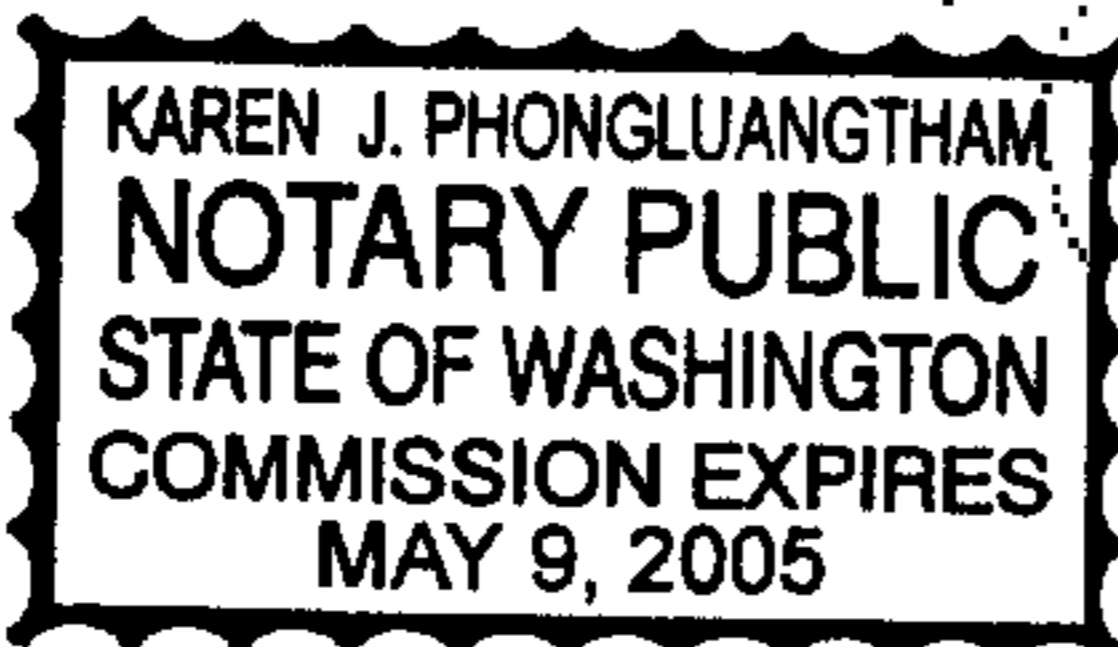
E. Neil Hodge, Vice President
US Bank

INDIVIDUAL NOTARY:

STATE OF Washington)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that E Neil Hodge, Vice President, US Bank NA is/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 his/her/their free and voluntary act for uses and purposes mentioned in the instrument.

DATED this 7th day of January, 2002.



Karen Phongluangtham
Karen Phongluangtham
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of WA, residing at Seattle
My appointment expires _____

REPRESENTATIVE NOTARY:

STATE OF California)
) ss.
COUNTY OF Orange)

I certify that I know or have satisfactory evidence that Michael Gancar is/~~are~~ the person(s) who appeared before me, and said person(s) acknowledged that he/~~she~~/they signed this instrument, on oath state that he/~~she~~/they was/~~were~~ authorized to execute the instrument and acknowledge it as the Member of Twin Ponds Partners, Inc., general partner of Twin Ponds L.P., to be the free and voluntary act of such a party for the uses for the uses and purposes mentioned in the instrument.

DATED this 10th day of January, 2002.



Socorro Vasquez
SOCORRO VASQUEZ
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of California, residing at Newport Beach, CA
My appointment expires 04-26-02

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EXHIBIT "A"

That portion of the Northwest quarter of the Southwest quarter of Section 12, Township 31 North, Range 5 East, W.M., more particularly described as follows:

LOT B of the City of Arlington Short Plat recorded under Auditor's File No. 9802255002.

EXHIBIT "B"

20-FOOT SEWER EASEMENT

A 20.00 foot wide Sewer Easement, over, under, and across a portion of the Northwest quarter of the Southwest quarter of Section 12, Township 31 North, Range 5 East, W.M. and lying 10.00 feet on each side of and abutting the following described centerline:

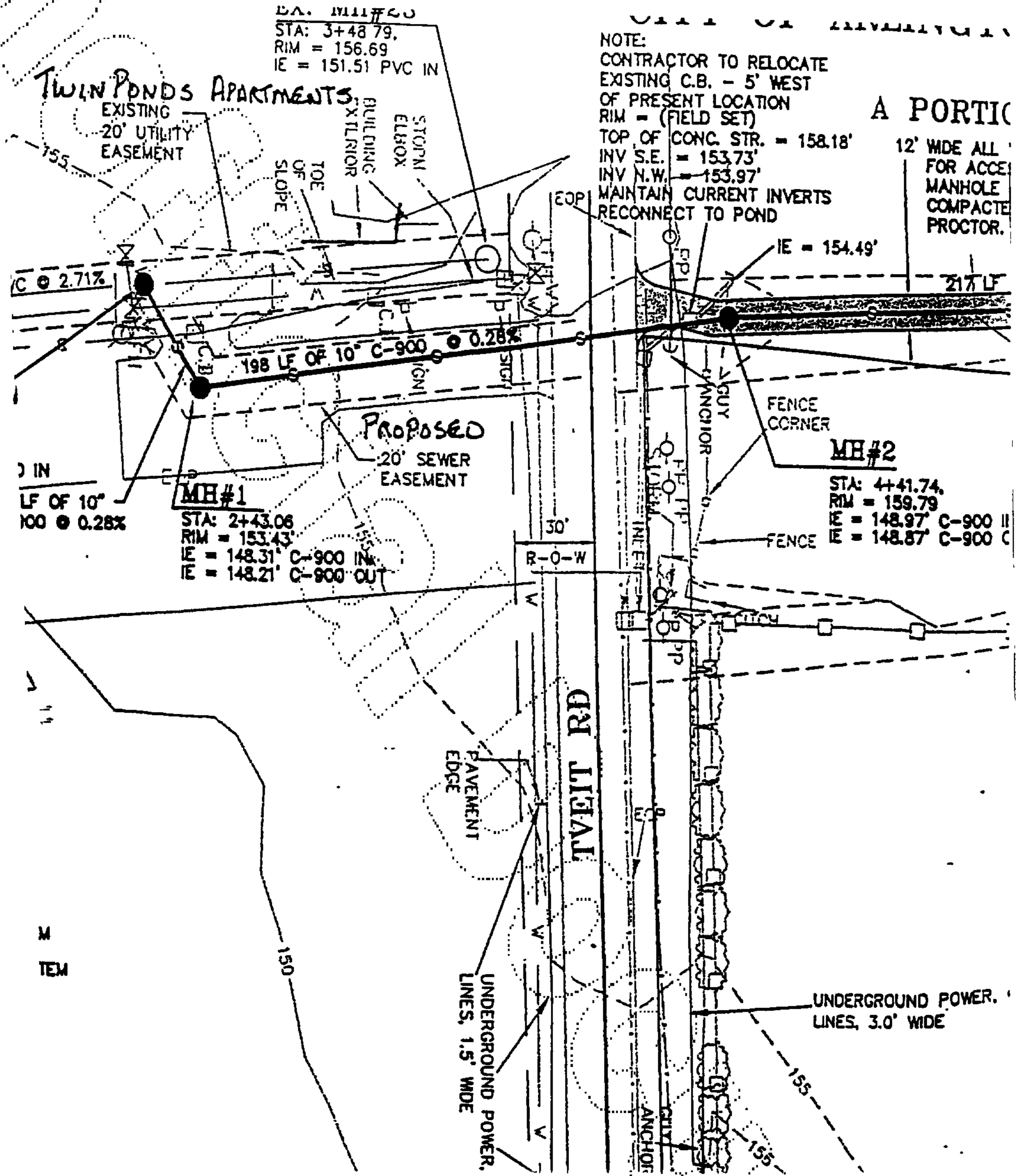
COMMENCING at the Northwest corner of said subdivision; thence N 88° 40' 45" E along the North line thereof a distance of 918.68 feet; thence S 5° 18' 41" E for a distance of 166.83 feet to the **TRUE POINT OF BEGINNING** of said centerline; thence N 59° 22' 35" E along said centerline for a distance of 40.73 feet; thence N 8° 13' 42" W along said centerline a distance of 117.00 feet to the Southerly margin of 212th Street N.E. (Tveit Road) and the terminus of herein described centerline.

Situate in the County of Snohomish, State of Washington.

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EXHIBIT C

RECORDER'S NOTE:
PORTIONS OF THIS DOCUMENT
ARE POOR QUALITY FOR SCANNING.



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