200208060812

08/06/2002 04:23 PM Snohomish
P.0008 RECORDED County

NO EXCISE TAX
REQUIRED

AUG 6 2002

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

200208060812

Return Address:
Dan Mitzel
Mitzel & Associates
1369 Pacific Place
Burlington, WA 98233

Please print or type information. **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65 04)

Document Title(s) (or transactions contained therein) (all areas applicable to your document **must** be filled in)

1. Storm Drainage Easement Agreement 2 CHICAGO 5920126
3. _____ 4 _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

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.

Grantor(s) (Last name, first name, initials):

1. Casperson, Kenneth
2 Casperson, Arlene

Additional names on page _____ of document

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

1. Eagle Heights L.L.C., a Washington limited liablility company
2 _____

Additional names on page _____ of document

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

GRANTOR. SEC 24 TWP 31 RGE 05 RT-12-) BEG SW COR SEC TH N 860 FT TH E 630 FT TH S 860 FT TH W TO POB

GRANTEE· LOT 2 OF CITY OF ARLINGTON SHORT PLAT SP NO MN-01-058-FSP, RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S RECORDING NO 200111295004.

Additional legal is on pages 5-6 of document

Assessor's Property Tax Parcel/Account Number

Grantor: 310524-003-004-00

[x] Assessor Tax # not yet assigned

For Grantee

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

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

_____ Signature of Requesting Party

STORM DRAINAGE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made by and between Kenneth Casperson and Arlene Casperson, husband and wife (hereinafter referred to as "Casperson") and Eagle Heights L.L.C., a Washington Limited Liability, (hereinafter referred to as "Eagle Heights").

RECITALS

A. Casperson is owner of certain real property located at 8419 172nd Street NE, Arlington, Washington 98223, and legally described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Eagle Heights is the owner of certain vacant real property legally described on Exhibit "B" attached hereto and incorporated herein by this reference.

C. Casperson agrees to grant Eagle Heights a storm drainage easement over a portion of their property as depicted on Exhibit "C" attached hereto and incorporated herein by this reference.

NOW THEREFORE, IN AND FOR MUTUAL COVENANTS HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION WHICH HAS BEEN ACKNOWLEDGED AND RECEIVED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. **Grant of Easement.** Casperson hereby grants and conveys to Eagle Heights an easement for storm drainage purposes over, upon, under and through that portion of Casperson's property depicted on Exhibit C attached. The scope of this easement is intended to accommodate all storm drainage from the future subdivision and development of the property owned by Eagle Heights.

2. **Easement to Run With the Land.** The easement and all rights granted under this Agreement and duties set forth in this Agreement shall run with the land, and bind and be obligatory upon, and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns. Specifically, Casperson recognizes that Eagle Heights intends to dedicate or otherwise assign the storm drainage easement to the City of Arlington. Casperson agrees to such dedication or assignment, and agrees to execute any documents necessary to accomplish that dedication or assignment including signing the final plat document, if required.

3. **Maintenance of Easement.** Eagle Heights shall have the right to enter Casperson's property for all purposes related to permitting, constructing, and maintaining the storm drainage outfall from the Eagle Heights property. Eagle Heights shall have full

responsibility for all costs related to the storm drainage outfall. Casperson recognizes that the intent is for the City of Arlington to take over maintenance and shall have these same rights and obligations to enter the property for maintenance and to restore the site as necessary.

4. **Indemnity.** Eagle Heights shall not cause harm to the Casperson property beyond flowage of additional storm water and Eagle Heights shall indemnify, defend and hold Casperson harmless from and against any and all claims, demands, loss or liability arising out of Eagle heights' exercise of the easement rights until such time as the easement is dedicated or otherwise assigned to the City of Arlington.

5. **Disputes.** In the event of any controversy, claim, or dispute relating to this Agreement or its breach, the parties agree to cooperate to resolve the dispute and will participate in mediation before commencing court action. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

6. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the address of each party below:

Kenneth and Arlene Casperson
8419 172nd Street
Arlington, WA 98233

Eagle Heights L.L.C.
Attn: Dan Mitzel
1369 Pacific Place
Burlington, WA 98233

7. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

DATED THIS 29 day of July, 2002.

Kenneth Casperson

Arlene Casperson

EAGLE HEIGHTS L.L.C., a Washington limited liability company

By. Daniel Mitzel, Its Managing Member

200208060812

Unofficial Document

STATE OF WASHINGTON) Washington
)ss.
COUNTY OF) Snohomish

On this day personally appeared before me KENNETH CASPERSON AND ARLENE CASPERSON to me known to be the individuals described in and who executed the within and foregoing instrument as his and her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29th day of July 2002.

JUDY A. ZUKOWSKY NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 9-20-05

Judy A Zukowsky
Print Name: Judy A. Zukowsky
NOTARY PUBLIC in and for the State of Washington residing in Arlington

STATE OF WASHINGTON)
)ss.
COUNTY OF Skagit)

On this day personally appeared before me DANIEL MITZEL, known to me to be the Managing Member of the EAGLE HEIGHTS L.L.C., a Washington limited liability company, that executed the within and foregoing instrument and acknowledged that instrument to be the free and voluntary act and deed of the limited liability company for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said limited liability company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2nd day of August 2002.

SHELLY D PARFITT NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 11-29-03

Shelly D Parfitt
Print Name: Shelly D Parfitt
NOTARY PUBLIC in and for the State of Washington residing in Mt. Vernon
My appointment expires: 11/29/03

200208060812

UNOFFICIAL DOCUMENT

EXHIBIT A

LEGAL DESCRIPTION: CASPERSON PROPERTY

Being a portion of the Southwest Quarter of Section 24, Township 31 North, Range 5 East, WM, described as follows:

Beginning at the Southwest corner of the Southwest Quarter of Said Section 24: Thence North 2° 16' 08" East along the West line thereof a distance of 860.00 feet; Thence South 89° 15' 10" East 630.00 feet; Thence South 2° 16' 08" West 860.00 feet to the South line of said Southwest Quarter; Thence North 89° 15' 10" West 630.00 feet to the Point of Beginning;

Except Road Right-of-Way along South line thereof.

Situate in County of Snohomish, State of Washington.

UNOFFICIAL DOCUMENT

EXHIBIT B

LEGAL DESCRIPTION: EAGLE HEIGHTS PROPERTY

LOT 2 OF CITY OF ARLINGTON SHORT PLAT SP NO. MN-01-058-FSP, RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S RECORDING NO. 200111295004 BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24 TOWNSHIP 31 NORTH, RANGE 5 EAST.

Situate in the County of Snohomish, State of Washington.

UNOFFICIAL DOCUMENT

EXHIBIT C

LEGAL DESCRIPTION: STORM DRAINAGE EASEMENT

That portion of the Southwest Quarter of Section 24, Township 31 North, Range 5 East WM described as follows:

Commencing at the Southwest corner of said Southwest Quarter of Section 24; Thence North 2° 16' 33" East along the West line thereof, a distance of 860.00 feet to the Southwest corner of Lot 2 of the city of Arlington's Short Plat No. MN-01-058-FSP recorded under Auditors file No. 200111295004 and the **TRUE POINT OF BEGINNING**; Thence South 2° 16' 33" West along the West line of said Southwest Quarter a distance of 11.67 feet more or less to a point on the left bank of an existing creek and a point hereinafter referred to as Point "A"; Thence returning to the true point of beginning and heading South 89° 15' 29" East along the South line of the aforesaid Lot 2 a distance of 79.06 feet; Thence South 21° 03' 06" East 43.06 feet; Thence South 68° 56' 54" West 54.20 feet, more or less to the left bank of the aforesaid creek; Thence the following courses along said left bank, North 2° 37' 39" West 42.27 feet; Thence North 72° 14' 27" West 30.99 feet to the afore mentioned Point "A" and the end of this description.

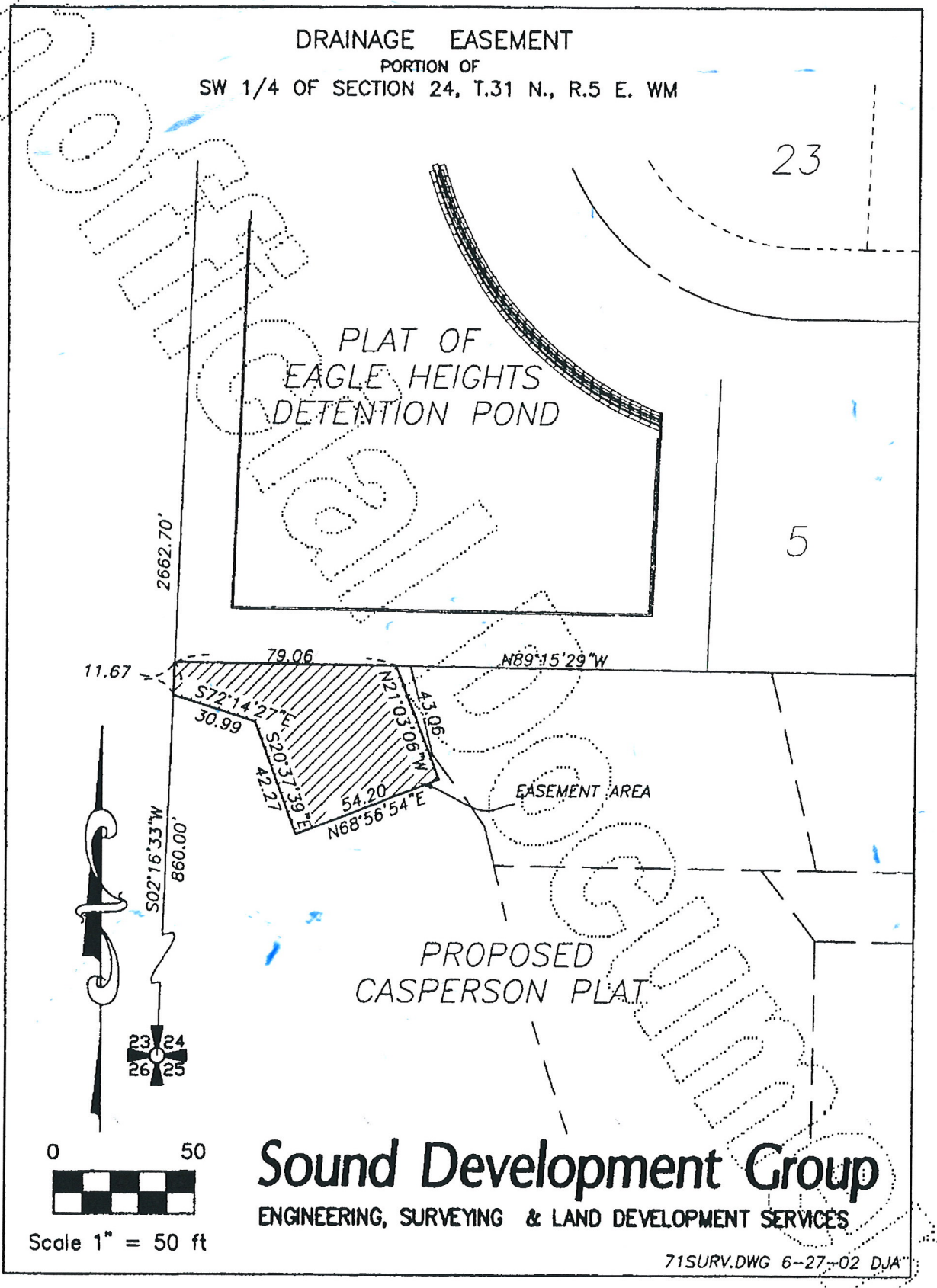
Situate in the County of Snohomish, State of Washington.

DOCUMENT

UNOFFICIAL DOCUMENT

DRAINAGE EASEMENT

PORTION OF
SW 1/4 OF SECTION 24, T.31 N., R.5 E. WM



Sound Development Group

ENGINEERING, SURVEYING & LAND DEVELOPMENT SERVICES

71SURV.DWG 6-27-02 DJA

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