

AFTER RECORDING, RETURN TO:

CITY OF ARLINGTON
DEVELOPMENT SERVICES
238 N. OLYMPIC AVENUE
ARLINGTON, WA 98223

OUR FILE NO. 27-502



201007210362 7 PGS
07/21/2010 2:02pm \$68.00
SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX
REQUIRED**

JUL 21 2010

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

SEWER EASEMENT

GRANTOR(S): STILLAGUAMISH SENIOR CENTER

GRANTEE(S): City of Arlington

LEGAL (Abbrev.): Ptn. SE ¼ of NE ¼ of Section 20, T. 31 N., Range 5 E., W.M.

ASSESSOR'S TAX #: 00472500000601

REFERENCE #:

THIS AGREEMENT is made and entered into this 16 day of July, 2010, by and between STILLAGUAMISH SENIOR CENTER, a Washington nonprofit corporation, (hereinafter "Grantors"); and the City of Arlington, Washington (hereinafter "City").

WHEREAS, Grantors are the owners of certain property located within the City of Arlington legally described on the attached Exhibit "A"; and

WHEREAS, Grantor wishes to grant an easement to the Grantee;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Grant of Easements by Grantors to the City.

1.1 Grantors convey and grant to the City of Arlington, its successors and

assigns and permittees and licensees, a perpetual easement for utilities and the right, privilege and authority to construct, alter, improve, repair, operate and maintain sewer lines, pipes and appurtenances, over, under and across Grantors's property legally described as follows:

See 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 the said lines and appurtenances, and the right at any time to remove said lines and appurtenances from said lands.

- 1.2 The Grantor reserves the right to use the surface of the above-described easement in any manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement; provided, however, that Grantor shall have the right to make any use of the easement area not inconsistent with the Grantee's rights hereunder.

2. General Terms.

- 2.1 Entire Agreement. This Agreement contains all of the agreements of the parties and no prior agreements or understandings pertaining to any such matters shall be effective for any such purpose.

- 2.2 Modification. No provision of this Agreement may be amended or added to except by agreement in writing signed by the parties.

- 2.3 Successors in Interest. This easement shall be a covenant running with the land and shall be binding on the Grantor, and Grantor's heirs, successors and assigns forever.

- 2.4 Subordination of Mortgage. Any mortgage on said land held by Mortgagee shall be subordinated to the rights herein granted to the Grantee, but in all other respects shall remain unimpaired.

EXHIBIT A

(Grantor's Property)

(BASED UPON CHICAGO TITLE INSURANCE COMPANY SHORT PLAT CERTIFICATE ORDER NO. 5610703, AMENDMENT NO. 1, DATED DECEMBER 1, 2009)

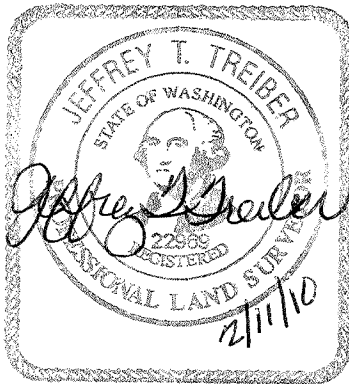
NEW PARCEL 2 OF CITY OF ARLINGTON BOUNDARY LINE ADJUSTMENT #Z-06-054-BLA RECORDED UNDER AUDITOR'S FILE NUMBER 200707105219, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 OF SNOHOMISH COUNTY SHORT PLAT #SP-214 (5-79), RECORDED UNDER AUDITOR'S FILE NUMBER 7905230248, SAID SHORT PLAT BEING A PORTION OF LOTS 6 AND 7 OF HIGHWAY HOME SITES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 93, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; EXCEPT THE SOUTH 55.50 FEET THEREOF.

TOGETHER WITH THE NORTH 15.50 FEET OF THE SOUTH 55.50 FEET OF THE WEST 273.50 FEET OF SAID LOT 1.

TOGETHER WITH A PRIVATE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 30 FEET OF THE SOUTH 72 FEET OF SAID LOT 6; EXCEPT THE EAST 20 FEET THEREOF; AND ALSO EXCEPT THE WEST 273.50 FEET THEREOF.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



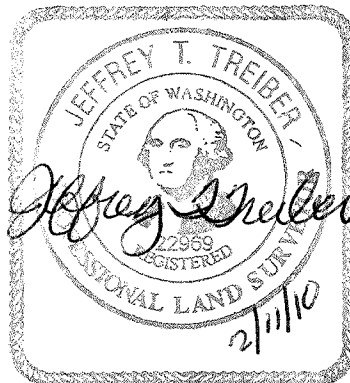
**EXHIBIT B
LEGAL DESCRIPTION
FOR
SEWER EASEMENT**

(Stillaguamish Senior Center portion)

A strip of land 10.00 feet in width, lying 5.00 feet on each side of the following described centerline, of that portion of New Parcel 2 of City of Arlington Boundary Line Adjustment #Z-06-054-BLA recorded under Auditor's File Number 200707105219, said BLA being a portion of Lots 5, 6 and 7, Highway Home Sites, according to the plat thereof, recorded in Volume 11 of Plats, page 93, records of Snohomish County, Washington, all being a portion of the Southeast quarter of the Northeast quarter of Section 20, Township 31 North, Range 5 East, W.M., and more particularly described as follows:

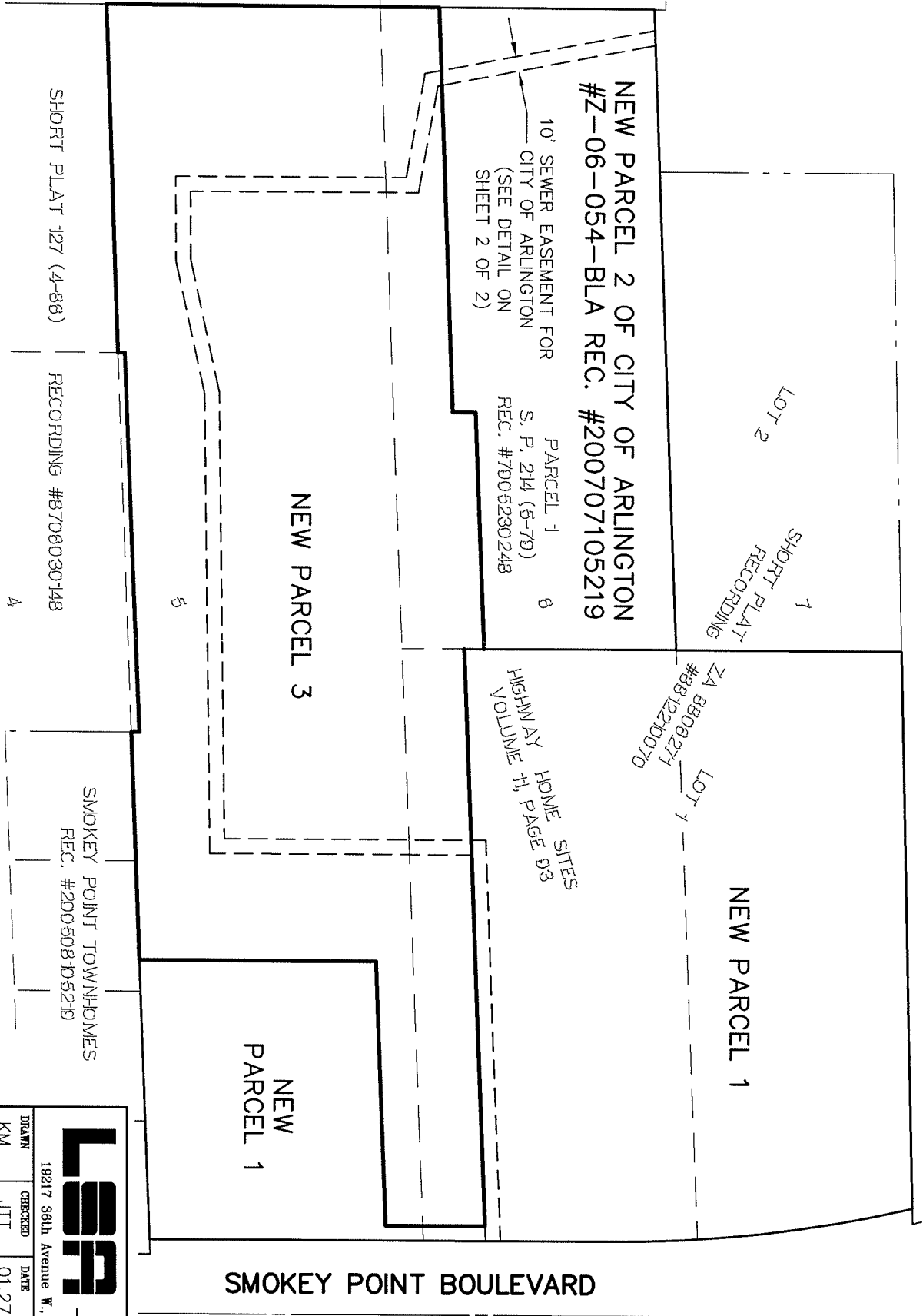
Beginning at the southeast corner of New Parcel 2 of said City of Arlington Boundary Line Adjustment #Z-06-054-BLA;
thence South 87°56'13" West, along the south line of said New Parcel 2, a distance of 159.60;
thence South 00°06'39" West, a distance of 15.51 feet;
thence South 87°56'13" West, along the south line of said New Parcel 2, a distance of 225.57 feet to the True Point of Beginning;
thence North 11°04'50" West, a distance of 146.89 feet to an intersection with the north line of said New Parcel 2 at a point 19.60 feet east of the northwest corner and the terminus of this centerline description.

The sidelines of said easement shall be lengthened or shortened, as required, so as to commence and terminate upon property lines.



BRICKWOOD REC. #200103215002

SHORT PLAT ZA 912344 REC. #0312095004



SHORT PLAT 127 (4-88)

RECORDING #8708030148

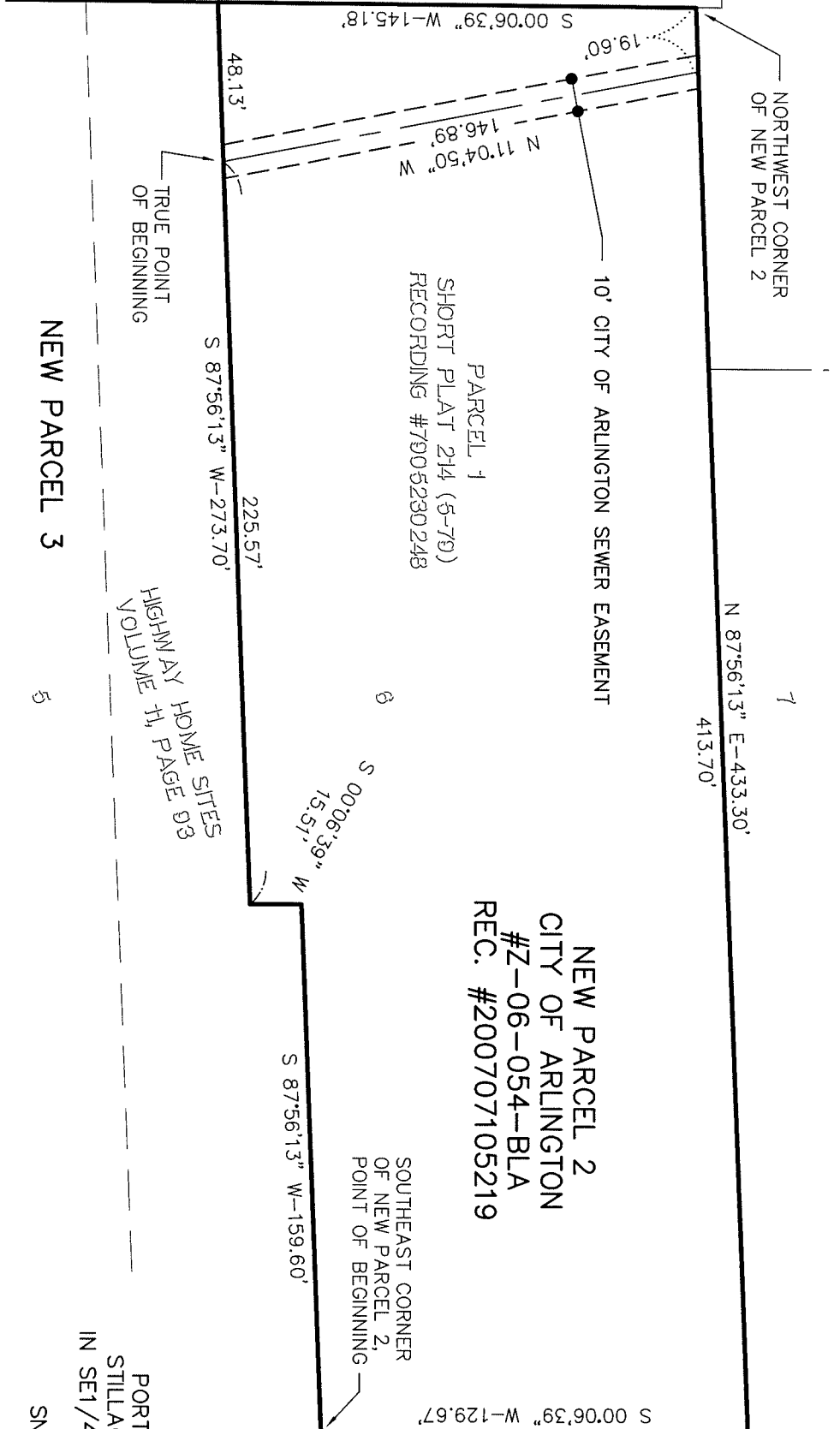
A

SMOKEY POINT TOWNHOMES
REC. #200508105219

LS&A
 Lovell-Sau
 Engineers/Survey
 e-mail: info@lsae.com
 19217 36th Avenue W., Suite 106 · Lynn
 F.B. -

DRAWN	CHECKED	DATE
KM	JTT	01.27.10

SHORT PLAT ZA 912344 REC. #9312095004



NORTHWEST CORNER OF NEW PARCEL 2

10' CITY OF ARLINGTON SEWER EASEMENT

PARCEL 1
SHORT PLAT 214 (5-79)
RECORDING #7905230248

PARCEL 2
NEW PARCEL 2
CITY OF ARLINGTON
#Z-06-054-BLA
REC. #200707105219

PARCEL 3
NEW PARCEL 3

TRUE POINT OF BEGINNING

HIGHWAY HOME SITES
VOLUME 4, PAGE 93

SOUTHEAST CORNER OF NEW PARCEL 2,
POINT OF BEGINNING

PORTION OF SEWER
STILLAGUAMISH SENI
IN SE1/4, NE1/4, SEC
CITY OF
SNOHOMISH COU

LS&E
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DRAWN	CHECKED	DATE	F.B.
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