

AFTER RECORDING RETURN TO:

City of Arlington
Department of Public Works
238 N. Olympic Ave
Arlington, WA 98223

CONFORMED COPY
201009300556 5 PGS
09/30/2010 2:20pm \$66.00
SNOHOMISH COUNTY, WASHINGTON

**CITY OF ARLINGTON
UTILITY EASEMENT**

THIS INDENTURE made this 22 day of June, 2010, between Stillaguamish Tribe of Indians, hereinafter referred to as "Grantor"; the CITY OF ARLINGTON, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee", and Frontier / Union 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:

Lot 2 of City of Arlington Short Plat No. Z-04-062-FSP, according to the plat thereof, recorded under Auditor's File No. 200501105158, records of Snohomish County, Washington.

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, 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, across, under, over and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to wit:

A 20.00 feet wide easement for sewer line purposes and the appurtenances thereto, over, under, across and through that portion of Lot 2 of City of Arlington Short Plat No. Z-04-062-FSP, according to the plat thereof, recorded under Auditor's File No. 200501105158, records of Snohomish County, Washington, described as follows:

Beginning at the Northeast corner of said Lot 2; thence North 88°30'28" West, along the North line of said Lot 2, a distance of 50.45 feet; thence South 02°13'38" West a distance of 48.14 feet; thence South 88°23'18" East a distance of 20.00 feet; thence North 02°13'38" East a distance of 28.18 feet; thence South 88°30'28" East a distance of 30.46 feet to a point on the East line of said Lot 2; thence North 02°12'08" East, along said East line, a distance of 20.00 feet to the **Point of Beginning**.

All as shown on Exhibit B attached hereto and made a part hereof.

Situated in the City of Arlington, State of Washington.

COPY

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for purpose of construction, reconstructing, repairing, renewing, altering, changing, patrolling and operation said lines, and the right at anytime 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 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.

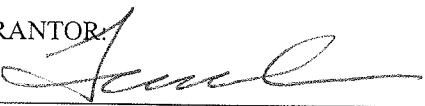
The rights, title, privilege and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said lines and appurtenances from said lands, or shall otherwise permanently abandon said lines, at which time all such rights, title, 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 and 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 the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

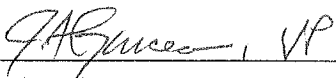
IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:



D TECUMSEH WELCH, E.D.

MORTGAGEE:



JEFFREY A GARCEA

INDIVIDUAL NOTARY:

State of Washington)
) ss.
County of Snohomish)

I certify that I know or have satisfactory evidence that _____
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 the uses and purposes mentioned in
the instrument.

DATED this _____ day of _____, 20____.

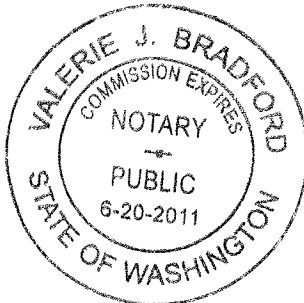
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

REPRESENTATIVE NOTARY:

State of Washington)
) ss.
County of Snohomish)

I certify that I know or have satisfactory evidence that D. TECUMSEH WELCH
is/are the person(s) who appeared before me, and said person(s) acknowledge 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 EASEMENT of CITY OF ARLINGTON, UTILITY EASEMENT, to be the free and voluntary act
of such party for the uses and purposes mentioned in the instrument.

DATED this 22nd day of June, 2010.



Valerie Bradford
Valerie J Bradford
(legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Arlington, WA
My commission expires 6/20/2011

INDIVIDUAL NOTARY:

State of Washington)
) ss.
County of Snohomish)

I certify that I know of have satisfactory evidence that _____
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 the uses and purposes mentioned in
the instrument.

DATED this _____ day of _____, 20____.

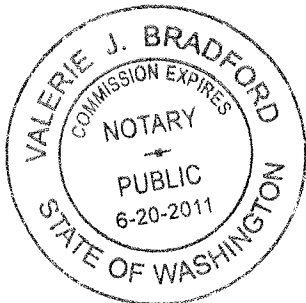
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

REPRESENTATIVE NOTARY:

State of Washington)
) ss.
County of Snohomish)

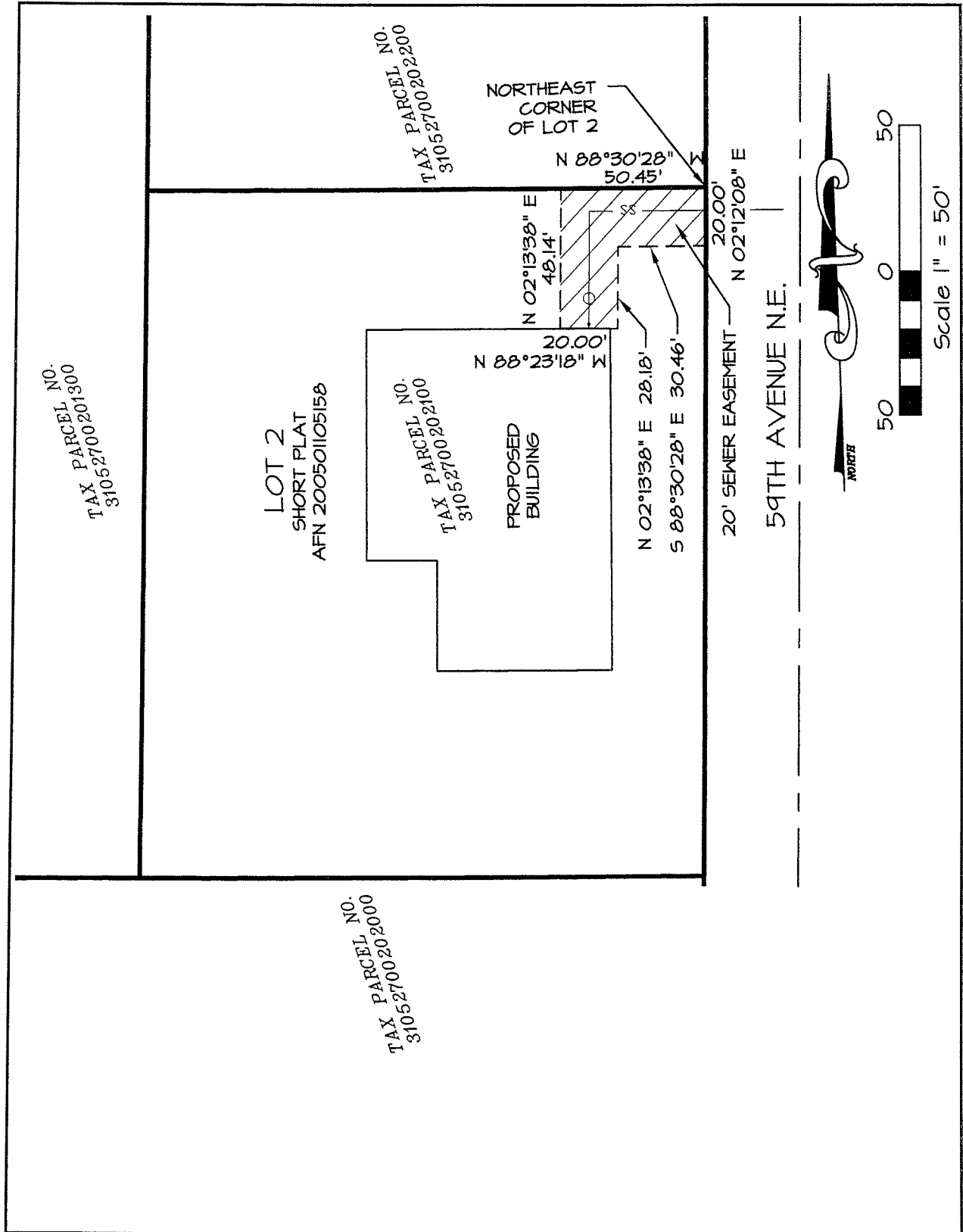
I certify that I know or have satisfactory evidence that Jeff Garcia
is/are the person(s) who appeared before me, and said person(s) acknowledge that he/she/they signed this
instrument, on oath state that he/she/they was/were authorized to execute the instrument and acknowledge it as
the EASEMENT of CITY OF ARLINGTON, UTILITY EASEMENT, to be the free and voluntary act
of such party for the uses and purposes mentioned in the instrument.

DATED this 22nd day of June, 2010.



Valerie J Bradford
Valerie J. Bradford
(legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Arlington, WA
My commission expires 6/20/2011

EXHIBIT B



TAX PARCEL NO.
31052700201300

LOT 2
SHORT PLAT
AFN 200501105158

TAX PARCEL NO.
31052700202100

PROPOSED
BUILDING

TAX PARCEL NO.
31052700202200

NORTHEAST
CORNER
OF LOT 2

N 88°30'28" E
50.45'

N 02°13'38" E
48.14'

N 88°23'18" W
20.00'

N 02°13'38" E 28.18'
S 88°30'28" E 30.46'

20' SEWER EASEMENT
20.00'
N 02°12'08" E

59TH AVENUE N.E.



Scale 1" = 50'