

AFTER RECORDING, RETURN TO:

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

OUR FILE NO. 27-484

CONFORMED COPY
201110110311 6 PGS
10/11/2011 3:27pm \$67.00
SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX
REQUIRED**

OCT 11 2011

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

UTILITY AND TRAIL EASEMENT

GRANTOR(S): Steel Fab, Inc.
GRANTEE(S): City of Arlington
LEGAL (Abbrev.):

COPY

ASSESSOR'S TAX #: 31051500400800

REFERENCE #:

THIS AGREEMENT is made and entered into this 16 day of SEPT., 2009, by and between Steel Fab, Inc., a Washington corporation, (hereinafter "Grantors"); the City of Arlington, Washington (hereinafter "City"); and NONE (hereinafter referred to as "Mortgagee").

WHEREAS, Grantors are the owners of certain property located within the City of Arlington; 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

RECEIVED

UTILITY & TRAIL EASEMENT

1

OCT 12 2011

Bailey, Duskin, Peiffle & Carfield

assigns and permittees and licensees, a perpetual easement for the establishment of a public pedestrian trail and utilities and the right, privilege and authority to construct, alter, improve, repair, operate and maintain a pedestrian trail and storm sewer and sanitary sewer lines, and/or water lines, pipes and appurtenances, over, under and across that portion of Grantors's property legally described as follows:

See Attached Exhibit ■A.

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 trail, lines and appurtenances, and the right at any time to remove said trail, 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.

DATED this 16 day of SEPT, 2009.

GRANTOR:
STEEL FAB, INC.

By: [Signature]
Its PRESIDENT

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

On this 16th day of September, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LOGAN WATER, to me known to be the PRESIDENT of Steel Fab, Inc., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes herein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that he seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at EVERETT, WA
My commission expires: 3-1-2010
Printed name: RUSSEL JOHN HERMES

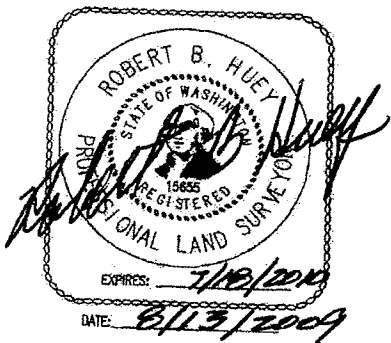
**10' WIDE TRAIL AND UTILITIES EASEMENT FOR THE CITY OF
ARLINGTON, WASHINGTON**

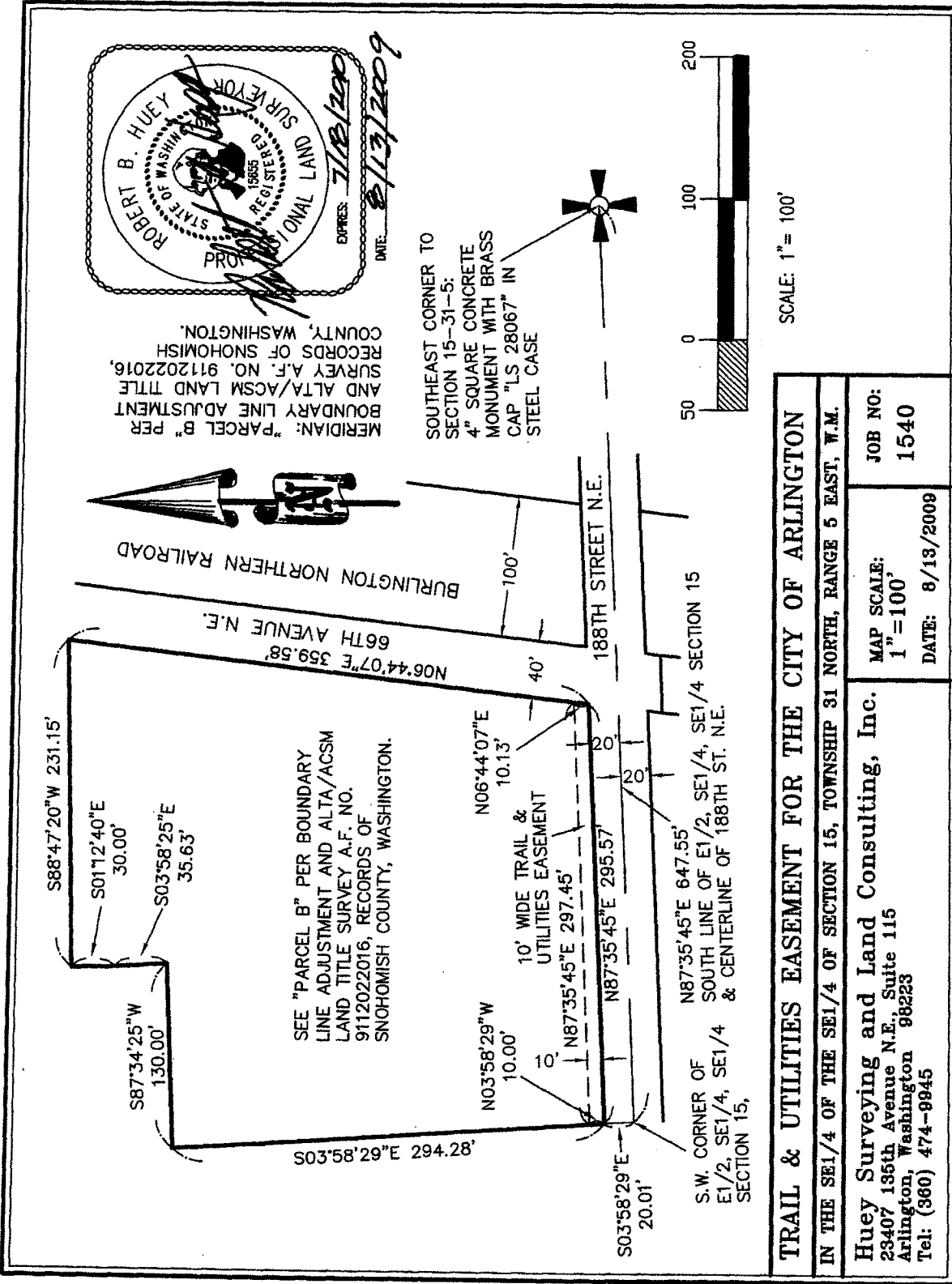
THE SOUTH 10.00 FEET OF THAT PORTION OF THE EAST HALF OF THE
SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15,
TOWNSHIP 31 N., RANGE 5 E., W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;
THENCE S 87° 35' 45" W ALONG THE SOUTH LINE THEREOF A DISTANCE OF
647.55 FEET TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE
N 3° 58' 29" W ALONG THE WEST LINE THEREOF, A DISTANCE OF 20.01 FEET
TO THE NORTHERLY MARGIN OF A CITY STREET (188TH STREET N.E.) AND
THE TRUE POINT OF BEGINNING; THENCE CONTINUING N 3° 58' 29" W A
DISTANCE OF 294.28 FEET; THENCE N 87° 34' 25" E PARALLEL WITH THE
NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER A DISTANCE OF 130.00 FEET; THENCE N 3° 58' 25" W
A DISTANCE OF 35.63 FEET; THENCE N 1° 12' 40" W A DISTANCE OF 30.00
FEET; THENCE N 88° 47' 20" E A DISTANCE OF 231.15 FEET TO THE
WESTERLY MARGIN OF A CITY STREET (66TH AVENUE N.E.); THENCE
S 06° 44' 07" W ALONG SAID WESTERLY MARGIN A DISTANCE OF 359.58
FEET TO A POINT ON THE NORTHERLY MARGIN OF A CITY STREET (188TH
STREET N.E.) SAID POINT BEING 20.00 FEET NORTH OF THE SOUTH LINE OF
SAID SECTION 15 AS MEASURED PERPENDICULAR THERETO; THENCE
S 87° 35' 45" W ALONG THE NORTHERLY MARGIN OF SAID CITY STREET
AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION A DISTANCE OF
295.57 FEET TO THE TRUE POINT OF BEGINNING.

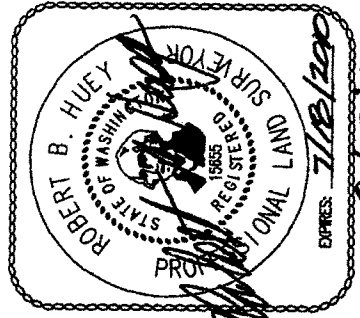
EXCEPT ANY PORTION THEREOF LYING WITHIN SAID CITY STREETS
(66TH AVENUE N.E. AND 188TH STREET N.E.).

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

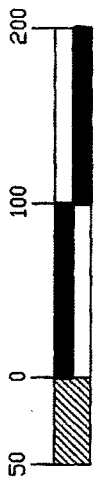




MERIDIAN: "PARCEL B" PER
 BOUNDARY LINE ADJUSTMENT
 AND ALTA/ACSM LAND TITLE
 SURVEY A.F. NO. 9112022016,
 RECORDS OF SNOHOMISH
 COUNTY, WASHINGTON.



SOUTHEAST CORNER TO
 SECTION 15-31-5:
 4" SQUARE CONCRETE
 MONUMENT WITH BRASS
 CAP "LS 28067" IN
 STEEL CASE



SCALE: 1" = 100'

TRAIL & UTILITIES EASEMENT FOR THE CITY OF ARLINGTON	
IN THE SE1/4 OF THE SE1/4 OF SECTION 15, TOWNSHIP 31 NORTH, RANGE 5 EAST, T.M.	
Huey Surveying and Land Consulting, Inc. 23407 136th Avenue N.E., Suite 115 Arlington, Washington 98223 Tel: (360) 474-9945	JOB NO: 1540 MAP SCALE: 1" = 100' DATE: 8/13/2009

ATTACHMENT A

City of Arlington will perform the Scope of Work to address the issue of stormwater flowing off of City ROW (188th) and into the Steel Fab parking lot:

- a) Install a 12-inch PVC perforated pipe and gravel infiltration gallery between their two existing storm inlets. The two existing storm inlets will be rehabilitated to install a bottom in inlet that has a 12" sump below the invert of the 12-inch PVC perforated pipe.
- b) Restripe the parking lot for angular parking as shown on the attached drawing.
- c) Install bollards on the new trail at each end of the access driveway to the Owner's property to warn trail traffic of access traffic at Owner's property.