

AFTER RECORDING, RETURN TO:

**CITY OF ARLINGTON
ENGINEERING DEPARTMENT
238 N. OLYMPIC AVENUE
ARLINGTON, WA 98223**

201110210495 CONFORMED COPY
10/21/2011 1:32pm \$68.00 PGS
SNOHOMISH COUNTY, WASHINGTON

OUR FILE NO. 27-544

UTILITY EASEMENT

COPY

GRANTOR (S): Hilltop Sports, LLC
GRANTEE (S): City of Arlington, Washington
LEGAL (Abbrev.): A portion of the NW Quarter of 25-31-5
ASSESSOR'S TAX #: 31052500200400, 31052500202000, 31052500201200
REFERENCE #:

THIS AGREEMENT is made and entered into this 19th day of, January 2010 by and between Hilltop Sports, LLC a Washington Limited Liability Corporation (hereinafter "Grantors") and the City of Arlington, Washington (hereinafter "City"); and Heritage Bank (hereinafter referred to as "Mortgagee").

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

WHEREAS, Grantor wishes to grant a non-exclusive 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:

UTILITY EASEMENT

RECEIVED
OCT 24 2011
Bailey, Duskin, Peiffle & Canfield

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, an easement and the right, privilege and authority to construct, reconstruct, alter, improve, repair, operate and maintain a sanitary sewer pipeline and appurtenances, over, under and across Grantor's property legally described as follows:

See Attached Exhibit "1"

together with the right of reasonable 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 Use. The Grantor reserves the right to use the surface of the above-described easement in any manner as needed for future development of the property such as driveways, parking lots, landscaping or other uses that are not inconsistent with the Grantee's rights hereunder. Grantee shall not erect any buildings, structures, or other construction of any nature on said easement.
- 1.3 Coordination of Activities. Except in the case of an emergency, Grantee shall give at least 15 days advance written notice of the proposed dates of its construction, reconstruction, repairing, altering or changing the utility line.
- 1.4 Damages. Any property of the Grantor damaged or destroyed incident to the exercise of the privileges being granted shall be promptly repaired in as good or better condition than what existed prior to entry onto Grantor's property.
- 1.5 No Warranty. Grantor does not warrant its title and ownership of said easement nor its right to convey and grant the rights and privileges herein provided and shall not be liable for defects thereto or failure thereof.
- 1.6 Termination for Cessation of Use. In the event Grantee ceases to use the improvements for a period of one year (360 calendar days), this agreement shall terminate and revert to Grantor. Upon request of the Grantor, the Grantee shall deliver to the Grantor a fully executed

termination of easement agreement to be recorded in the Office of the Snohomish County Auditor.

1.7 Hold Harmless Clause. The Grantee hereby agrees to defend and indemnify the Grantor from any and all claims arising out of, in connection with, or incident to any acts, errors or omissions, or conduct by Grantee (or its employees, agents, representatives, contractors consultants) relating to this agreement. The Grantee shall not indemnify the Grantor for claims caused solely by the Grantor.

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 19th day of January, 2011.

GRANTOR:

By: 

S Jay Lee, Manager
Hilltop Sports, LLC

UTILITY EASEMENT

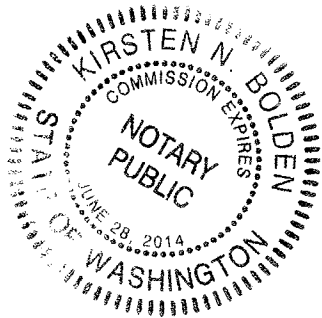
STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 19th day of Jan., 2011 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me S Jay Lee, known to be the Manager of Hilltop Sports LLC, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of said Hilltop Sports, LLC, for the uses and purposes herein mentioned.

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

Kirsten N Bolden

NOTARY PUBLIC in and for the State of
Washington, residing at Kwailup
My commission expires: 6/28/2014
Name: Kirsten N Bolden



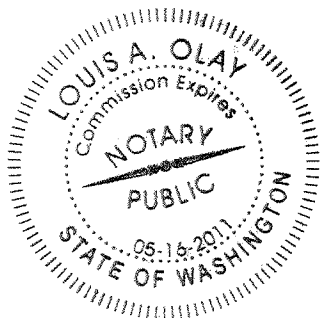
MORTGAGEE:

By: [Signature]
Heritage Bank

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 10th day of JANUARY, 2011 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me A.V. SHOTT, known to be the Senior Vice President, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of said HERITAGE BANK, for the uses and purposes herein mentioned.

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



Louis A. Olay
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle.
My commission expires: 5/16/11.
Name: Louis A. Olay

EXHIBIT No. 1

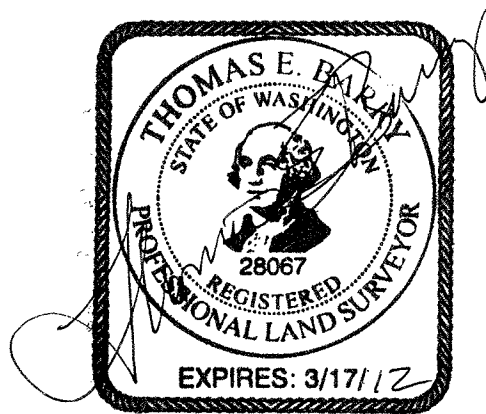
Hilltop Sports, LLC: Sanitary Sewer Utility Easement
To benefit the City of Arlington

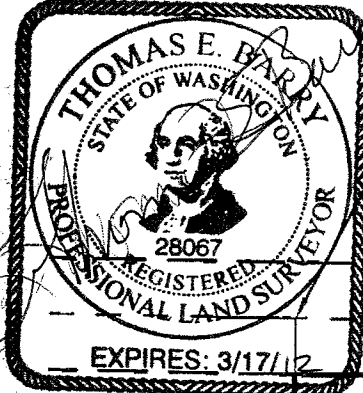
An easement for Sanitary Sewer pipeline purposes, and the appurtenances thereto, over, under, across and through portions of the East one-half of the Northwest quarter of the Northwest quarter and the West one-half of the Northeast quarter of the Northwest quarter of Section 25, Township 31 North, Range 5 East of the Willamette Meridian, lying west of the Westerly margin of SR-9, as shown on sheet 18 of 21 sheets, of the Right of Way and Limited Access plans of SR-9, Lake Stevens to Arlington, dated July 12, 1955, on file with the Washington State Department of Transportation, in Olympia, Washington and said portions are described as follows;

The South 10.00 feet of the North 75.00 feet of the East one-half of the Northwest quarter of the Northwest quarter of Section 25, Township 31 North, Range 5 East of the Willamette Meridian.

Together with the South 15.00 feet of the North 80.00 feet of the West one-half of the Northeast quarter of the Northwest quarter of Section 25, Township 31 North, Range 5 East of the Willamette Meridian lying west of the Westerly margin of said SR-9.

Rev/teb/10-28-10





NW CORNER OF
EAST 1/2 OF
NW1/4 NW1/4,
SECTION 25-31-5

NE CORNER
NW1/4 NW1/4,
AND NW CORNER
NE1/4 NW1/4
SECTION 25-31-5

172ND STREET N.E.

75'

75'

80'

80'

0

TAX PARCEL NO.
31052500200400

EASEMENT
AREA

10

WEST LINE OF
EAST 1/2 OF
NW1/4 NW1/4,
SECTION 25-31-5

EXISTING
BUILDING

EXISTING
HOUSE

TAX PARCEL NO.
31052500202000

EAST LINE OF
NW1/4 NW1/4,
& WEST LINE OF
NE1/4 NW1/4,
SECTION 25-31-5

TAX PARCEL NO.
31052500202000

75'

S.R.-g

75'



Scale 1" = 100'

DRAWN BY: Y.S.W.
 DATE: DECEMBER 2010
 DWG. NO.: 09046 esmt.dwg
 APPROVED BY: T.E.B.

PROJECT
 SURVEY EXHIBIT FOR
 SANITARY SEWER EASEMENT
 A PORTION OF THE
 NORTHWEST QUARTER OF SECTION 25
 TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.
 SNOHOMISH COUNTY, WASHINGTON

METRON
 and ASSOCIATES INC.
 LAND SURVEYS, MAPS, AND LAND USE PLANNING
 307 N. OLYMPIC, SUITE #205
 ARLINGTON, WASHINGTON 98223
 (360) 435-3777 FAX (360) 435-4822