

NO EXCISE TAX
REQUIRED

OCT 23 1992

KIRKE SIEVERS, Snohomish County Treasurer
By KIRKE SIEVERS

9210270617

EASEMENT

THIS AGREEMENT, made this 28th day of September, 1992, by and between the City of Arlington, a municipal corporation of Snohomish County, Washington, hereinafter termed "Grantee" and Richard Malin Simpson and Dr. Irene O. Simpson, husband and wife, hereinafter termed "Grantor".

WITNESSETH:

That the said Grantor for valuable consideration does by these presents grant unto the Grantee a perpetual right-of-way or easement for storm sewer mains with the necessary appurtenances through, over and across the following described property situated in Snohomish County, Washington, more particularly described as follows:

The northerly 10 feet of the following described property:
BEGINNING at a point 305 feet north of the Southeast corner of the Northwest quarter of the Northwest quarter of Section 11, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington;

THENCE West 120 feet;
THENCE North 140 feet;
THENCE East 120 feet;
THENCE South 140 feet to the POINT OF BEGINNING;

EXCEPT that portion conveyed to the State of Washington by deed recorded under Recording Number 1145623;

Situate in the County of Snohomish, State of Washington.

And also granting to the Grantee and to those acting under said Grantee the use of a twenty (20) foot temporary construction easement on and over the above described property more particularly described as the northerly 20 feet of the above-described property.

Said temporary construction easement shall remain in force during construction and until such time as the storm sewers and appurtenances have been accepted for maintenance and operation by the City of Arlington.

The City shall restore the temporary easement upon completion of the work. If, at the commencement of such work, the surface to be disturbed thereby has been landscaped, the City shall restore such landscaping to the condition existing prior to the commencement of the work, provided, however, that in no event shall the City be liable to restore any trees, not a part of the landscaping, destroyed or damaged by the work.

That said grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property for the purposes of operating, constructing, repairing, altering, or reconstructing said storm sewers and appurtenances, or making any connections therewith, without incurring any legal obligation or liability therefor; provided that such storm sewers and appurtenances shall be accomplished in such a manner that the private improvements existing in this right-of-way shall not be disturbed or destroyed, or in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee.

The Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation, operation and maintenance of the storm sewers and appurtenances and so long as no permanent buildings, rockeries, retaining walls, or similar structures are erected on said easement.

This easement shall inure to the benefit of and shall be binding upon the successors, heirs, and assigns of both parties hereto.

Additional easement stipulations are shown on Attachment "A".

x Richard Melvin Simpson

x Irene O. Simpson

Robert Kraski
MAYOR - CITY OF ARLINGTON

STATE OF WASHINGTON)

SS:

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that RICHARD M. SIMPSON and IRENE O. SIMPSON, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 9-28-92

Melanie A. Blowers
Notary Public in and for the State
of Washington, residing at Marysville

My Appointment Expires 3-1-93

STATE OF WASHINGTON)

SS:

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that ROBERT KRASKI, signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Arlington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 9-29-92

Melanie A. Blowers
Notary Public in and for the State
of Washington, residing at Marysville

My Appointment Expires 3-1-93

ATTACHMENT A

With reference to the attached storm sewer easement, the following conditions will be met while construction is being completed:

1. The City of Arlington will construct a storm sewer as agreed upon in the area in which an easement has been granted.
2. Upon completion of construction the easement area will be restored to its original condition. Additional landscape measures will be taken to enhance the property features.
3. All vegetation or other matter removed during construction will be replaced with mutually agreed upon materials of an equal value and will be obtained from a nursery or landscaping firm. Participation by students from the local high school horticulture program may be enlisted.
4. Particular attention will be given to the existing Walnut and other tree varieties located in or along the easement area. All work performed adjacent to the trees shall be completed by manual labor so as to preserve the existing condition of the trees.

REC'D J

92 OCT 27 P 1:40

DEAN A. McLELLAN, CLERK OF
SNOHOMISH COUNTY, WASH.
JEP
Debra L. Hallinger

9210270617

WARRANTY DEED LIMITED ACCESS

VOL. 566 PAGE 317

IN THE MATTER OF Secondary State Highway No. 1-A, Arlington Vicinity

KNOW ALL MEN BY THESE PRESENTS, That the Grantors Andrew Olander and Gladys Mae Olander, husband and wife

for and in consideration of the sum of TEN (\$10.00) - - - - - Dollars, and other valuable considerations in hand paid, the receipt whereof is hereby acknowledged, hereby convey and warrant to the STATE OF WASHINGTON, the following described real estate situated in Snohomish County, in the State of Washington:

All that portion of the hereinafter described tract of land designated as PARCEL "A", lying Westerly of a line drawn parallel with and 45 feet Easterly, when measured at right angles and/or radially, from the center line of Secondary State Highway No. 1-A, Arlington Vicinity.

The hereinabove mentioned PARCEL "A" is described as follows: Beginning at a point 320 feet North of the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 11, Township 31 North, Range 5 East W.M.; thence West 120 feet; thence North 125 feet; thence East 120 feet; thence South 125 feet to point of beginning.

The lands being conveyed herein conveyed contain an area of 0.04 acre, more or less, the specific details concerning all of which are to be found within that certain map of definite location now of record in the office of the Director of Highways at Olympia and bearing date of approval June 29, 1954.

Also, the grantors herein convey and warrant to the State of Washington all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between Secondary State Highway No. 1-A, Arlington Vicinity and the remainder of said Parcel "A".

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the grantors, their heirs, successors and assigns.

NO SALES TAX REQUIRED

MAY 31 1955

VERNE SICKERS, Snohomish County Trustee
By [Signature] Deputy

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Right of Way Engineer.

Dated this 25th day of April, 1955

Andrew Clander

Gladys Mae Clander

Accepted and approved May 9, 1955

STATE OF WASHINGTON
DEPARTMENT OF HIGHWAYS

By *Russell Bantz*
Right of Way Engineer

STATE OF WASHINGTON,
County of Snohomish } ss

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 25th day of April, 1955 personally appeared before me Andrew Clander and Gladys Mae Clander

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

D. W. Joy

Notary Public in and for the State of Washington,
Residing at Seattle

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- 1175
2-F

WARRANTY DEED

FROM
Andrew Clander et ux
TO
STATE OF WASHINGTON
IN
Snohomish County

State of Wash.
11/21 9 25 1955

566 PAGE 397 VOL

John L. ...

When recorded mail to
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASH.
Secondary State Highway No. 1-A,
Arlington Vicinity

STATE PRINTING PLANT OLYMPIA, WASHINGTON