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ARLINGTON, WA 98223

OUR FILE NO. 27-159

**NO EXCISE TAX
REQUIRED**

OCT 05 1998

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI



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Snohomish County

9810090555

MUTUAL EASEMENT AND AGREEMENT

GRANTOR(S): Glen Rengen and
City of Arlington, Washington

GRANTEE(S): Glen Rengen and
City of Arlington, Washington

LEGAL (Abbrev.): East 575.00 feet of; Southeast quarter of the Northwest
quarter of Section 15, Township 31 North, Range 5 East
W.M. in Snohomish County, Washington.

ASSESSOR'S TAX #: 153105-4-012-0009

REFERENCE #:

THIS CONTRACT is made and entered into this 16 day of September, 1998, by and between Glenn Rengen, a single man, (hereinafter "Rengen") and the City of Arlington, Washington (hereinafter "City").

WHEREAS, Rengen is the owner of certain property located adjacent to the Arlington Municipal Airport and desires to utilize a portion of the Arlington Municipal Airport for access to his property; and

WHEREAS, Rengen desires to make certain improvements to his property in order to accommodate the use of the property; and

WHEREAS, the City desires to permit the use of an access road to Rengen's property under certain terms and conditions; and

WHEREAS, both parties intend to provide access to the Rengen property through City property in order to eliminate the need for and adverse impact of heavy truck traffic on Cemetery Road within the City; and

EASEMENT AGREEMENT

WHEREAS, the parties desire to enter into a written agreement to memorialize their agreement;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Description of Property.

1.1 Owner's Property. Rengen is the owner of certain real property located adjacent to the Arlington Municipal Airport in Arlington, Washington, legally described on the attached Exhibit "A", attached hereto and incorporated herein by this reference.

1.2 City's Properties. The City is the owner of the property legally described as follows:

See legal description attached hereto and incorporated herein by this reference as Exhibit "B".

2. Grant of Easements by Rengen to the City.

2.1 Rengen grants and quit claims to the City of Arlington, and to any utility or franchise which may obtain permission from the City of Arlington to use its rights of way and easements, a perpetual easement for ingress, egress and utilities over, under and across a strip of property extending across Rengen's above-described property and legally described on the attached Exhibit "C".

2.2 This easement shall be binding upon the heirs, successors and assigns of the parties.

2.3 The easement shall include the right to enter upon and to install and construct streets, curb, gutter, sidewalks and trail facilities, storm water facilities, underground utilities and to enter upon the easement to maintain the same.

3. Grant of Easement by the City to Rengen.

3.1 The City of Arlington grants and quit claims to Rengen a perpetual easement for ingress and egress over, under and across a strip of property extending across the Arlington Municipal Airport property and legally described on Exhibit "D", attached hereto and incorporated by reference herein.

3.2 This easement shall be binding upon the heirs, successors and assigns of the parties.

3.3. The easement shall include the right to enter upon and to install and construct streets, curb, gutter, sidewalks and trail facilities, and storm water facilities, and to enter upon the easement property to maintain the same.

4 Initial-Road Construction Responsibilities.

- 4.1 Rengen shall construct, at Rengen's sole expense, an access road to his property in the location designated on the map and attachments hereto marked as **Exhibit "E"**.
- 4.2 From the southernmost portion of the road at its intersection with 59th Avenue NE to the location marked "6+00", said road shall be constructed with full paving, trail, and storm drainage improvements in accordance with the "City of Arlington Public Works Construction Standards and Specifications" Manual dated August, 1997. Said construction shall include full intersection improvements at the intersection with 59th Avenue NE. The parties specifically intend for the trail construction to satisfy any requirement of sidewalk construction called for by the "City of Arlington Public Works Construction Standards and Specifications" Manual dated August, 1997, for those portions of the access road impacted by the Airport/Centennial trail.
- 4.3 At the location marked "2+00", Rengen shall construct a gate to specifications approved by the Arlington Director of Public Works or his or her designee.
- 4.4 From the location marked "6+00" to Rengen's property, Rengen shall construct a road with 24 feet wide paved asphalt constructed in accordance with the "City of Arlington Public Works Construction Standards and Specifications" Manual dated August, 1997.

5 Trail/Fence Construction Responsibilities.

- 5.1 Rengen shall construct, at Rengen's sole expense, the pedestrian trail in the location designated on the map and attachments hereto marked as **Exhibit "E"**. Said trail shall be constructed according to the standards and specifications attached hereto as **Exhibit "F"**.
- 5.2 Rengen shall relocate, at Rengen's sole expense, the airport perimeter fence from its present location to a location designated by the airport manager.

6 Road Maintenance Responsibilities.

- 6.1 From and after the construction of the road described in paragraph 4, above, said road shall be maintained and repaired solely by Rengen and solely at Rengen's expense,

except upon future dedication of the road as a public road as described in paragraph 8, below.

7 Trail Maintenance Responsibilities.

7.1 From and after the construction of the trail described in paragraph 5, above, and its acceptance by the City, said trail shall be maintained and repaired solely by the City of Arlington and solely at the City's expense.

8 Periodic Review.

8.1 The terms and conditions of this easement are based on the current use of the Rengen property and their anticipated use for Rengen's current business operations. The parties acknowledge that increased usage of the access road by Rengen may require further road construction and maintenance.

8.2 The City may require, under the terms of this agreement, that Rengen construct full street and storm water improvements along the entire roadway designated on the map and attachments hereto marked as **Exhibit "E"**, upon the occurrence of any of the following events:

- 8.2.1 Any subdivision by Rengen of the property identified on **Exhibit "A"**;
- 8.2.2 Application by Rengen or his successors, agents or assigns, for a building permit related to the property identified on the attached **Exhibit "A"**; or
- 8.2.3 Increased use of the access road by Rengen, to the extent that said use exceeds the levels defined in paragraph 8.3, below.

8.3 For purposes of this agreement, usage of the access road by Rengen, his employees, successors, agents, or assigns in excess of 200 "Average Daily Trips" (ADTs) shall be sufficient to permit the City to require full street improvements for the entire roadway. For purposes of this agreement, an "ADT" shall be defined as an equivalent passenger car average daily trip as computed according to standard traffic engineering standards; heavy truck trips shall be calculated as equaling three ADTs.
ADT = A round Trip.

8.4 If and when the City requires construction of full street and storm water improvements pursuant to this paragraph, the City may require Rengen to dedicate, at no additional cost to the City, that portion of Rengen's property described on the attached **Exhibit "C"** to the City for road, utility and related purposes, using a statutory warranty deed.

8.5 If, in the discretion of the City, the City determines that relocation of the access road is necessary or desirable in order to further municipal purposes in terms of access to

portions of the Arlington Municipal Airport, the City may relocate the road at any time, provided that Rengen shall retain the right to access his property on the relocated access road on the same terms and conditions as provided herein.

9 General Provisions.

9.1 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.

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


9.3 Severability. Any determination by any court of competent jurisdiction that any provision of this Agreement is invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this agreement and such other provisions shall remain in full force and effect.

9.4 Successors in Interest. This Agreement shall inure to and be for the benefit of and shall obligate all of the parties' respective successors in interest, heirs or assigns. In the event Rengen assigns its interests hereunder, a copy of said written assignment shall be provided to the City.

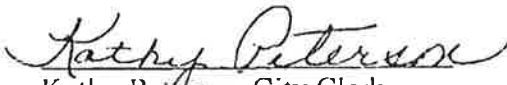
9.5 Notices. Any notices required to be given by the City to Rengen or by Rengen to the City shall be delivered or mailed postage prepaid to the parties at the addresses set forth below.

DATED this 16th day of Sept., 1998.

CITY OF ARLINGTON, WASHINGTON


Robert Kraski, Mayor

ATTEST:


Kathy Peterson, City Clerk

Rengen

By: 
Glenn Rengen

EASEMENT AGREEMENT

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Rengen
Legal Description
September 8, 1998

EXHIBIT "A"

The East 575.00 feet of, Southeast quarter of the Northwest quarter of Section 15,
Township 31 North, Range 5 East, W.M. in Snohomish County, Washington.

EXCEPT the following described Tract:

BEGINNING at northeast corner of said Southeast quarter of the Northwest
quarter, thence South 111.80 feet to the south line County road, the **TRUE
POINT OF BEGINNING**; thence South 300.00 feet; thence West 175.00 feet,
thence North 232.00 feet, more or less, to the south line County Road, thence
Northeasterly along said South line of County Road 188.00 feet, more or less, to
the **TRUE POINT OF BEGINNING**; Snohomish County, Washington; and

EXCEPT that thereof described as follows:

All that portion of the East 575.00 feet of the Southeast quarter of the Northwest
quarter of Section 15, Township 31 North, Range 5 East, W.M. in Snohomish
County, Washington contained within the following described Tract:

COMMENCING at the center of said Section 15; thence N 89° 50' 15" W a
distance of 539.85 feet along the center line of said Section to the **TRUE POINT
OF BEGINNING**; thence N 1° 25' West a distance of 1057.29 feet to the South
margin of a County Road; thence N 88° 25' W a distance of 75.00 feet along the
South margin of said County Road; thence S 1° 25' East a distance of 1058.48
feet to the centerline of said Section; thence S 89° 50' 15" E along the centerline
of said Section 74.96 feet to the **TRUE POINT OF BEGINNING**.

ALSO EXCEPT the West 15.15 feet of the East 575.00 feet of the Southeast
quarter of the Northwest quarter of Section 15, Township 31 North, Range 5 East,
W.M. in Snohomish County, Washington lying North of County Road.

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Rengen
Legal Description
September 8, 1998

EXHIBIT "B"

The Northeast quarter of the Southwest quarter and that portion of the Southeast quarter of the Northwest quarter of Section 15, Township 31 North, Range 5 East, W.M. being more particularly described as follows:

COMMENCING at the Southeast corner of the Northwest quarter of said Section 15, being the center of said Section 15; thence N 89° 50' 15" W a distance of 560.06 feet along the South line of said Northwest quarter to a point 559.85 feet West (as measured perpendicular to) of the East line of said Northwest quarter, and being the **TRUE POINT OF BEGINNING**; thence from said **TRUE POINT OF BEGINNING** continuing along said South line N 89° 50' 15" W a distance of 565.39 feet to the East line of the West half of the West half of the West half of the Southeast quarter of the Northwest quarter of said Section 15; thence along said East line N 0° 50' 45" W a distance of 639.16 feet; thence parallel with the South line of said Northwest quarter S 89° 50' 15" E a distance of 559.29 feet to a point on a line that is parallel with and 559.85 feet West (as measured perpendicular to) of the East line of said Northwest quarter; thence along said parallel line S 01° 23' 34" E a distance of 639.30 feet to the **TRUE POINT OF BEGINNING**.



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Rengen
Legal Description
September 8, 1998

EXHIBIT "C"

That portion of the Southeast quarter of the Northwest quarter of Section 15, Township 31 North, Range 5 East, W.M. more particularly described as follows:

COMMENCING at the Southeast corner of the Southeast quarter of the Northwest quarter of said Section 15; thence S 87° 33' 06" W along the South line of the Southeast quarter of the Northwest quarter of said Section 15 for a distance of 471.66 feet to the **TRUE POINT OF BEGINNING**; thence continue S 87° 33' 06" W along said South line for a distance of 88.40 feet to a point that is 559.85 feet West of, as measured perpendicular to, the East line of the Southeast quarter of the Northwest quarter of said Section 15; thence N 4° 00' 13" W parallel with and 559.85 feet West of the East line of the Southeast quarter of the Northwest quarter of said Section 15 for a distance of 567.54 feet; thence N 85° 59' 47" E for a distance of 72.00 feet; thence S 4° 00' 13" E for a distance of 60.00 feet; thence S 85° 59' 47" W for a distance of 42.00 feet; thence S 4° 00' 13" E for a distance of 449.96 feet to a point on a tangent curve to the left with a radius of 60.00 feet; thence Southeasterly along the arc of said curve through a central angle of 88° 26' 41" for a distance of 92.62 feet to the **TRUE POINT OF BEGINNING**.

Situate in the County of Snohomish, State of Washington.



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Rengen
Legal Description
September 8, 1998

EXHIBIT "D"

That portion of the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter all in Section 15, Township 31 North, Range 5 East, W.M. more particularly described as follows.

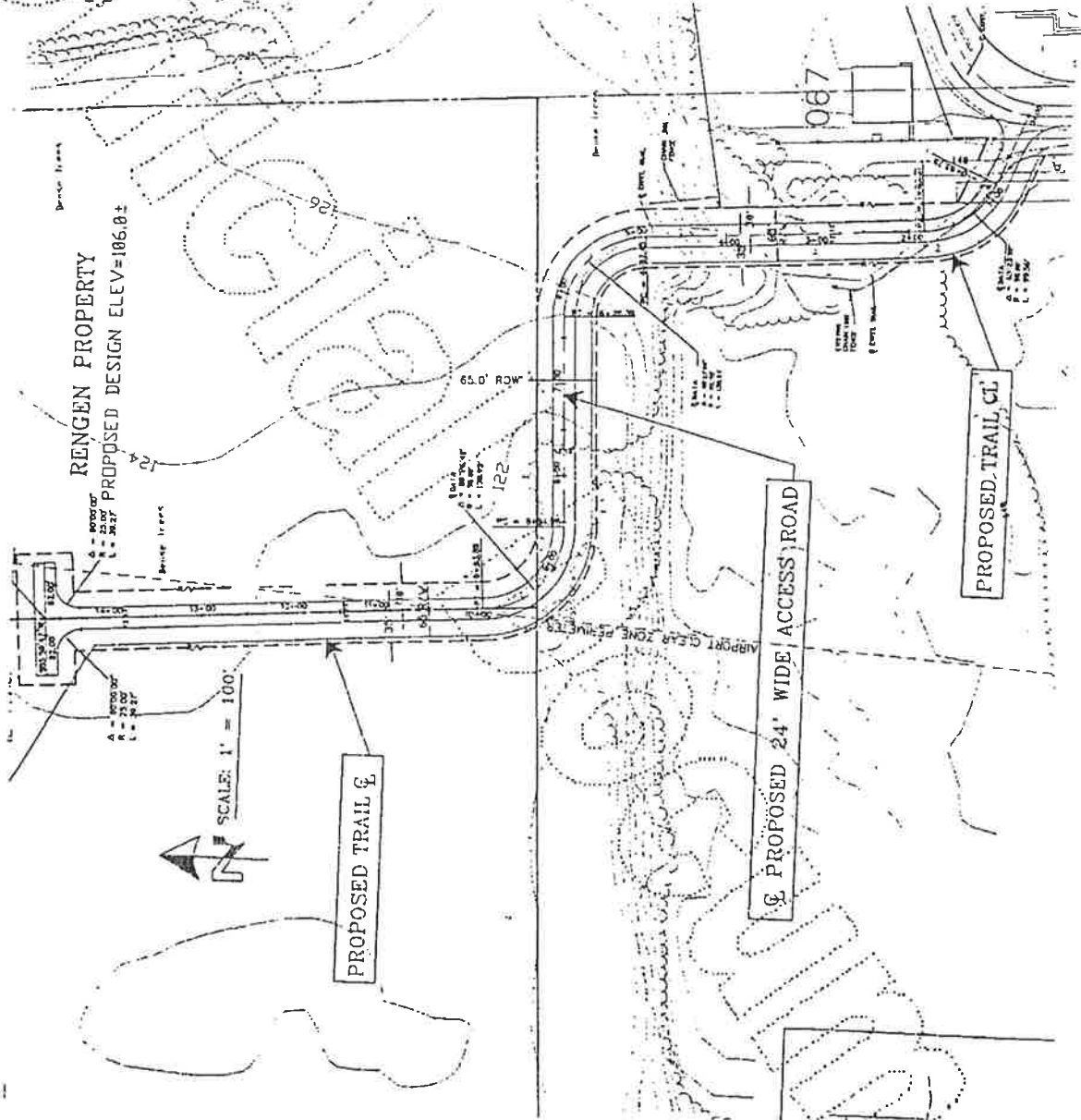
COMMENCING at the Northeast corner of the Northeast quarter of the Southwest quarter of said Section 15; thence S 4° 00' 13" E along the East line of the Northeast quarter of the Southwest quarter of said Section 15 for a distance of 487.77 feet; thence S 85° 59' 47" W for a distance of 55.00 feet to the **TRUE POINT OF BEGINNING**; thence N 67° 23' 15" W for a distance of 79.75 feet; thence N 4° 00' 13" W parallel with the East line of the Northeast quarter of the Southwest quarter of said Section 15 for a distance of 338.69 feet to a point on a tangent curve to the left having a radius of 120.00 feet; thence Northwesterly along the arc of said curve through a central angle of 88° 26' 41" for a distance of 185.24 feet to a point on the South line of the Southeast quarter of the Northwest quarter of said Section 15; thence S 87° 33' 06" W along said South line for a distance of 316.93 feet to a point that is 559.85 West of, as measured perpendicular to, the East line of the Southeast quarter of the Northwest quarter of said Section 15; thence N 4° 00' 13" W parallel with and 559.85 feet West of said East line for a distance of 567.54 feet; thence S 85° 59' 47" W for a distance of 72.00 feet; thence S 4° 00' 13" E for a distance of 60.00 feet; thence N 85° 59' 47" E for a distance of 37.00 feet; thence S 4° 00' 13" E for a distance of 449.96 feet to a point on a tangent curve to the left having a radius of 125.00 feet; thence Southeasterly along the arc of said curve through a central angle of 88° 26' 41" for a distance of 192.96 feet; thence N 87° 33' 06" E for a distance of 228.53 feet to a point on a tangent curve to the right having a radius of 55.00 feet; thence Southeasterly along the arc of said curve through a central angle of 88° 26' 41" for a distance of 84.90 feet; thence S 4° 00' 13" E for a distance of 301.64 feet to a point on a tangent curve to the left having a radius of 125.00 feet; thence Southeasterly along the arc of said curve through a central angle of 63° 23' 02" for a distance of 138.28 feet; thence S 67° 23' 15" E for a distance of 75.28 feet; thence N 4° 00' 13" W for a distance of 72.70 feet to the **TRUE POINT OF BEGINNING**.

Situate in the County of Snohomish, State of Washington



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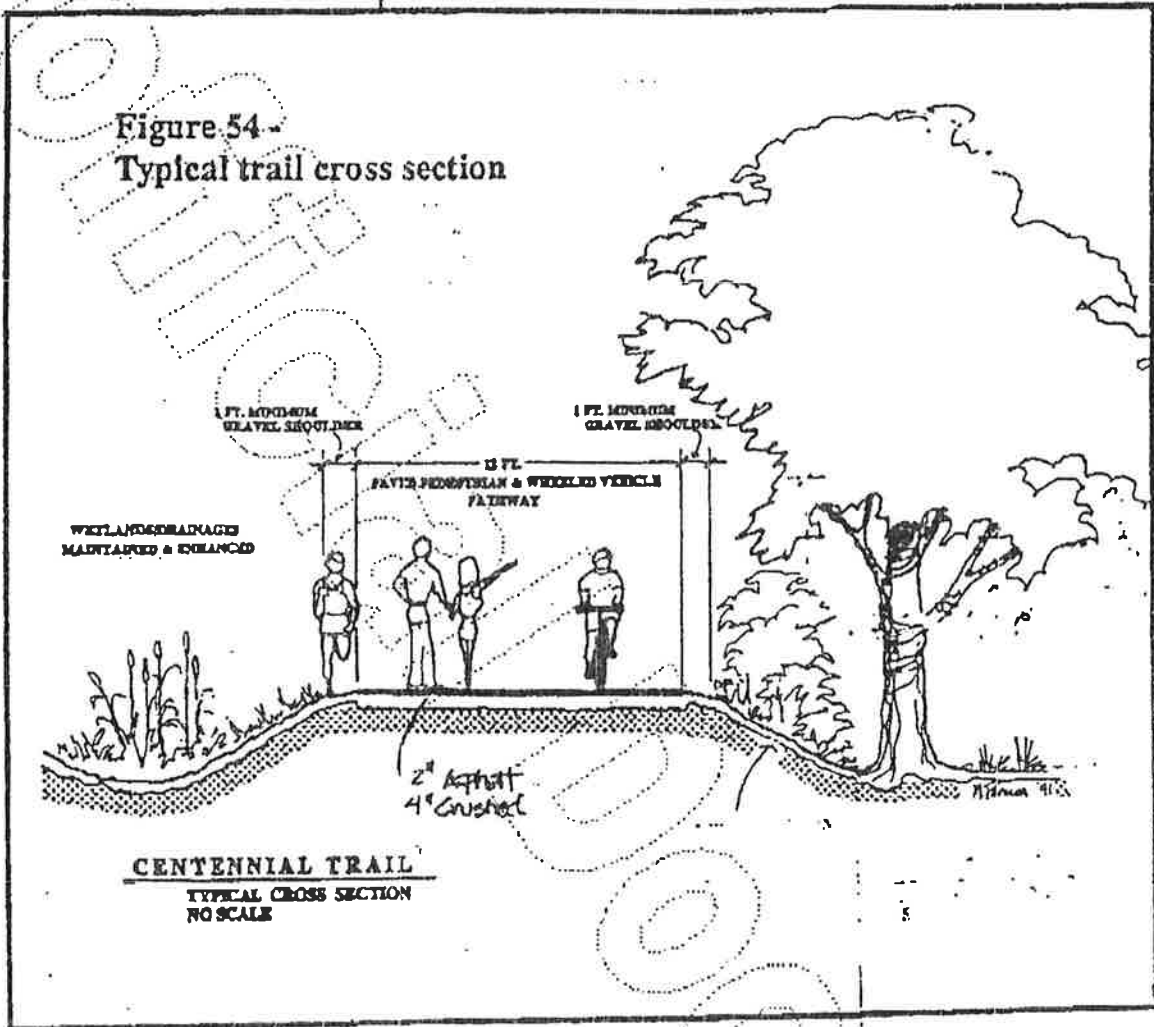
EXHIBIT "E"



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EXHIBIT "F"

Figure 54 -
Typical trail cross section



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