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01/04/2008 2 22pm \$46.00  
SNOHOMISH COUNTY, WASHINGTON

AFTER RECORDING, RETURN TO

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

OUR FILE NO. X2-008-PW

**NO EXCISE TAX  
REQUIRED**

**JAN 4 2008**

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

**UTILITY EASEMENT**

**GRANTOR(S): SMOKEY POINT DISTRIBUTING, INC.**

**GRANTEE(S): City of Arlington**

**LEGAL (Abbrev.): SW ¼ of SE ¼ of Section 22, T. 31 N., R. 5 E., W.M. (portion of)**

**ASSESSOR'S TAX #: 31052200401600**

**REFERENCE #:**

THIS AGREEMENT is made and entered into this 19 day of Nov., 2007, by and between **SMOKEY POINT DISTRIBUTING, INC.**, a Washington corporation (hereinafter "Grantors"), and the City of Arlington, Washington (hereinafter "City")

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 assigns and permittees and licensees, a perpetual easement for ingress, egress and utilities and the right, privilege and authority to construct, alter, improve, repair, operate and maintain a storm sewer and sanitary sewer lines, and/or water lines, pipes and

appurtenances, over, under and across 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 lines and appurtenances; and the right at any time to remove said 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

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

DATED this 19 day of Nov., 2007

**SMOKEY POINT DISTRIBUTING, INC.**

**CITY OF ARLINGTON**

By John J. Berry President

By Margaret Larson


By \_\_\_\_\_

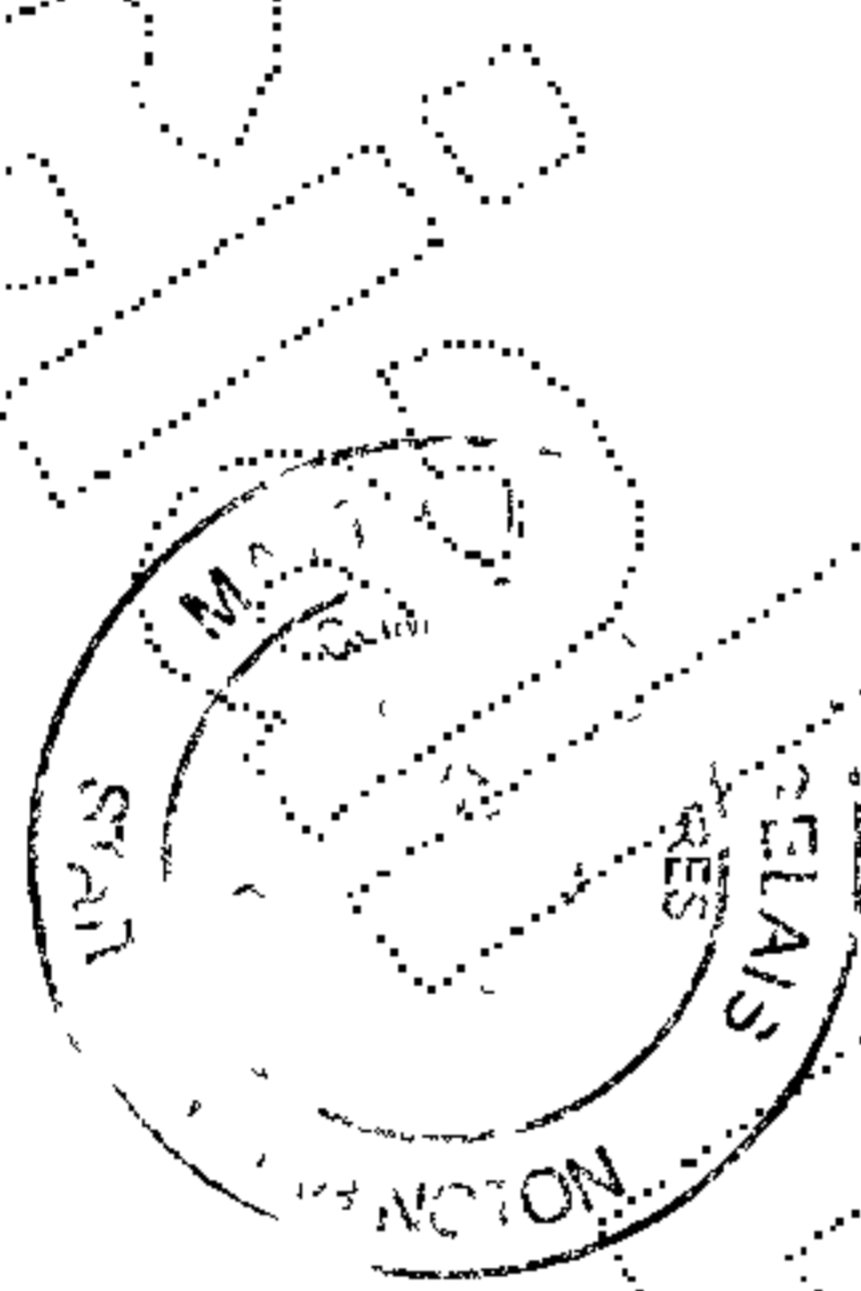
By \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH)

On this 19<sup>th</sup> day of Nov, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Benney to me known to be the Pres. of SMOKEY POINT DISTRIBUTING, 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

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

  
NOTARY PUBLIC in and for the State of  
Washington, residing at Arbuton  
My commission expires 2/20/10  
Printed name Matthew St-Gelais



**10 FOOT WIDE PUBLIC UTILITY EASEMENT**

That portion of the Southwest quarter of the Southeast quarter of Section 22, Township 31 North, Range 5 East, W.M. and Lot 3 of the boundary line adjustment recorded under Auditor's file Number 199906295003, more particularly described as follows:

**COMMENCING** at the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 22; thence N 4° 30' 32" W along the West line of said subdivision a distance of 766.58 feet to the **TRUE POINT OF BEGINNING** of a 10.00 foot wide public utility easement, lying 5.00 feet on each side of and abutting the following described centerline, thence S 81° 00' 37" E along said centerline a distance of 19.09 feet, thence N 85° 33' 58" E along said centerline a distance of 236.14 feet; thence N 85° 12' 48" E along said centerline a distance of 209.21 feet to the East line of said Lot 3 and the termination point of said easement

**SUBJECT TO AND TOGETHER WITH** easements, covenants, conditions, reservations, and restrictions of record

Situate in the County of Snohomish, State of Washington



**PUBLIC UTILITY  
EASEMENT**

N1/4 COR

NW COR  
SW1/4,  
SE1/4

31052200401800

S81°00'37"E  
19 09'

S 4' 30' 32" E  
766 58'  
59TH AVE N.E.

236 14' 209 21'  
N85°33'58"E N85°12'48"E

31052200400900

31052200401600



S1/4 COR

172ND STREET N E

S \16362\dwg\16362--exhibit1 dwg

1 inch = 300 ft.

JOB NO.: 16362 | DATE: 9/7/2007 | DWN BY. LAF  
PORT'N SW1/4, SE1/4, SEC.22, TWP 31N, RGE 5E, WM

SKETCH FOR:

**FERRILLS ARLINGTON, LLC**

**CASCADE  
SURVEYING AND  
ENGINEERING, Inc.**

P O BOX 326  
ARLINGTON, WA  
(360) 435-5551