

AFTER RECORDING, RETURN TO:

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

**NO EXCISE TAX
REQUIRED**

JUL 21 2010

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

OUR FILE NO. 27-502



201007210363 7 PGS
07/21/2010 2:02pm \$68.00
SNOHOMISH COUNTY, WASHINGTON

WATER EASEMENT

GRANTOR(S): STILLAGUAMISH SENIOR CENTER

GRANTEE(S): City of Arlington

LEGAL (Abbrev.): Ptn. SE ¼ of NE ¼ of Section 20, T. 31 N., Range 5 E., W.M.

ASSESSOR'S TAX #: 0047250000601

REFERENCE #:

THIS AGREEMENT is made and entered into this 16 day of July, 2010, by and between STILLAGUAMISH SENIOR CENTER, a Washington nonprofit 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 legally described on the attached Exhibit "A"; 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

UTILITY EASEMENT

assigns and permittees and licensees, a perpetual easement for utilities and the right, privilege and authority to construct, alter, improve, repair, operate and maintain water lines, pipes and appurtenances, over, under and across Grantors's property legally described as follows:

See Attached Exhibit "B"

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 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 July, 2010.

GRANTOR

STILLAGUAMISH SENIOR CENTER
A Washington Nonprofit Corporation

By Robert Mitchell
Robert Mitchell, President

STATE OF WASHINGTON)
) ss:

COUNTY OF SNOHOMISH)

On this 16th day of July, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Mitchell, to me known to be the President of Stillaguamish Senior Center, 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 the seal affixed, if any, is the corporate seal of said corporation.

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



Amy M. Rusko
NOTARY PUBLIC in and for the State of
Washington, residing at Arlington
My commission expires: 5-11-12
Printed name: Amy M. Rusko

EXHIBIT A

(Grantor's Property)

(BASED UPON CHICAGO TITLE INSURANCE COMPANY SHORT PLAT CERTIFICATE
ORDER NO. 5610703, AMENDMENT NO. 1, DATED DECEMBER 1, 2009)

NEW PARCEL: 1 OF CITY OF ARLINGTON BOUNDARY LINE ADJUSTMENT #Z-06-054-BLA
RECORDED UNDER AUDITOR'S FILE NUMBER 200707105219, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

LOT 1 OF SNOHOMISH COUNTY SHORT PLAT #ZA8806271 RECORDED UNDER AUDITOR'S FILE
NUMBER 8812210070, SAID SHORT PLAT BEING A PORTION OF LOTS 6 AND 7 OF HIGHWAY
HOME SITES, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS,
PAGE 93, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THAT PORTION CONVEYED TO THE CITY OF ARLINGTON, BY DEED RECORDED
UNDER AUDITOR'S FILE NUMBER 200705010792; AND
EXCEPT THE SOUTH 42 FEET THEREOF.

TOGETHER WITH THE WEST 10 FEET OF THE EAST 20 FEET OF THE SOUTH 42 FEET OF SAID
LOT 1.

ALSO THE WEST 10 FEET OF THE EAST 30 FEET AND THE WEST 188 FEET OF THE EAST
208 FEET OF THE SOUTH 160 FEET OF LOT 5, HIGHWAY HOME SITES, ACCORDING TO THE
PLAT THEREOF, RECORDED IN VOLUME 11 OF PLATS, PAGE 93, RECORDS OF SNOHOMISH
COUNTY, WASHINGTON.

TOGETHER WITH A PRIVATE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE
NORTH 30 FEET OF THE SOUTH 72 FEET OF SAID LOT 6;
EXCEPT THE EAST 20 FEET THEREOF; AND
ALSO EXCEPT THE WEST 273.50 FEET THEREOF.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



**EXHIBIT B
LEGAL DESCRIPTION
FOR
WATER EASEMENT**

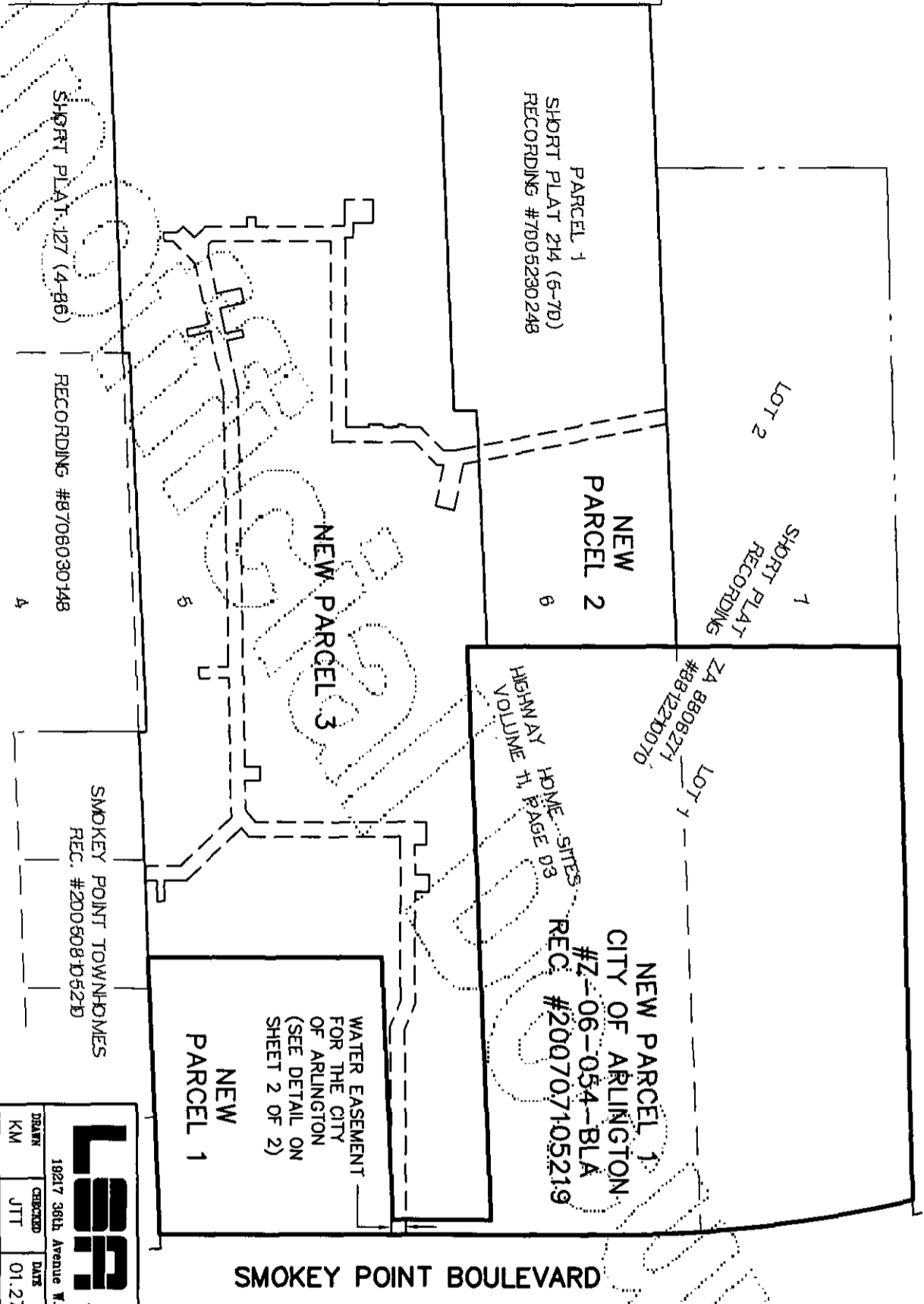
(Stillaguamish Senior Center portion)

A strip of land 10.00 feet in width, lying 5.00 feet on each side of the following described centerline, of that portion of New Parcel 1 of City of Arlington Boundary Line Adjustment #Z-06-054-BLA; recorded under Auditor's File Number 200707105219, said BLA being a portion of Lots 5, 6 and 7, Highway Home Sites, according to the plat thereof, recorded in Volume 11 of Plats, page 93, records of Snohomish County, Washington, all being a portion of the Southeast quarter of the Northeast quarter of Section 20, Township 31 North, Range 5 East, W.M., and more particularly described as follows:

Beginning at the northeast corner of New Parcel 3 of said City of Arlington Boundary Line Adjustment #Z-06-054-BLA;
thence South 00°05'54" West, along the east line of said New Parcel 3, a distance of 63.12 feet to the True Point of Beginning;
thence North 89°59'49" East, a distance of 10.00 feet to the west deeded margin of Smokey Point Boulevard and the terminus of this centerline description.

The sidelines of said easement shall be lengthened or shortened, as required, so as to commence and terminate upon property lines.

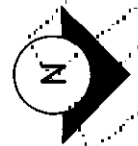




SMOKEY POINT BOULEVARD

EXHIBIT C
 STILLAGUAMISH
 SENIOR CENTER PROJECT
 IN SE1/4, NE1/4, SEC. 20,
 T.31N., R.5E., W.M.,
 CITY OF ARLINGTON
 SNOHOMISH COUNTY,
 WASHINGTON

SHEET 1 OF 2



LS&A
 Lovell-Sauerland & Associates, Inc.
 Engineers/Surveyors/Planners/Development Consultants
 e-mail: info@lsaeengineering.com · web: lsaeengineering.com
 18217 36th Avenue W., Suite 106 · Lynnwood, WA 98036 · (425) 775-1591

DRAWN	CHECKED	DATE	P.B.	SCALE	FILE NO.
KM	JTT	01.27.10	-	1"=100'	4815-0-05

NEW PARCEL 1

6

NORTHEAST CORNER
OF NEW PARCEL 3,
POINT OF BEGINNING

NEW PARCEL 3

HIGHWAY HOME SITES
VOLUME 11, PAGE 93

TRUE POINT
OF BEGINNING

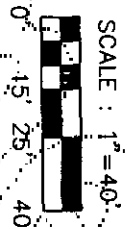
S 00°05'54"-W
63.12'

10' CITY OF ARLINGTON
WATER EASEMENT

N 89°59'49" E
10.00'

SMOKEY POINT BOULEVARD

NEW PARCEL 1
CITY OF ARLINGTON
#Z-06-054-BLA
REC. #200707105219



SCALE : 1" = 40'



EXHIBIT C
PORTION OF WATER EASEMENT ACROSS
STILLAGUAMISH SENIOR CENTER PROPERTY
IN SE1/4, NE1/4, SEC. 20, T.31N., R.5E., W.M.
CITY OF ARLINGTON
SNOHOMISH COUNTY, WASHINGTON

SHEET 2 OF 2

LS&A	Lovell-Sauerland & Associates, Inc. Engineers/Surveyors/Planners/Development Consultants				
18217 36th Avenue W., Suite 106 · Lynnwood, WA 98036 · (425) 775-1591	e-mail: info@lsandesigning.com · web: lsandesigning.com				
DRAWN	CHECKED	DATE	P.B.	SCALE	FILE NO.
KM	JTT	01.27.10	-	1" = 40'	4815-0-05

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