

AFTER RECORDING, RETURN TO:

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



201406170634 6 PGS
06/17/2014 2:05pm \$77.00
SNOHOMISH COUNTY, WASHINGTON

OUR FILE NO. _____

NO EXCISE TAX
REQUIRED

JUN 17 2014

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

UTILITY EASEMENT

GRANTOR (S): **Makech, LLC**
GRANTEE (S): **City of Arlington, Washington**
LEGAL (Abbrev.): **A portion of Section 22, Township 31N, Range 5E**
ASSESSOR'S TAX #: **31052200401500**
REFERENCE #:

THIS AGREEMENT is made and entered into this 10th day of June 2014 by and between Makech, LLC, (hereinafter "Grantors") and the City of Arlington, Washington (hereinafter "City"); and bank (hereinafter referred to as "Mortgage").

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

UTILITY EASEMENT

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 utilities and the right, privilege and authority to construct, alter, improve, repair, operate and maintain a storm sewer, sanitary sewer lines, and/or water lines, pipes, and appurtenances, over, under and across Grantor's property legally described as follows:

See Attached Exhibit "A" & "B"

together with the right to 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 10th day of June, 2014.

GRANTOR:

Makech, LLC

By: *Michael Wolber*

Michael Wolber, Manager

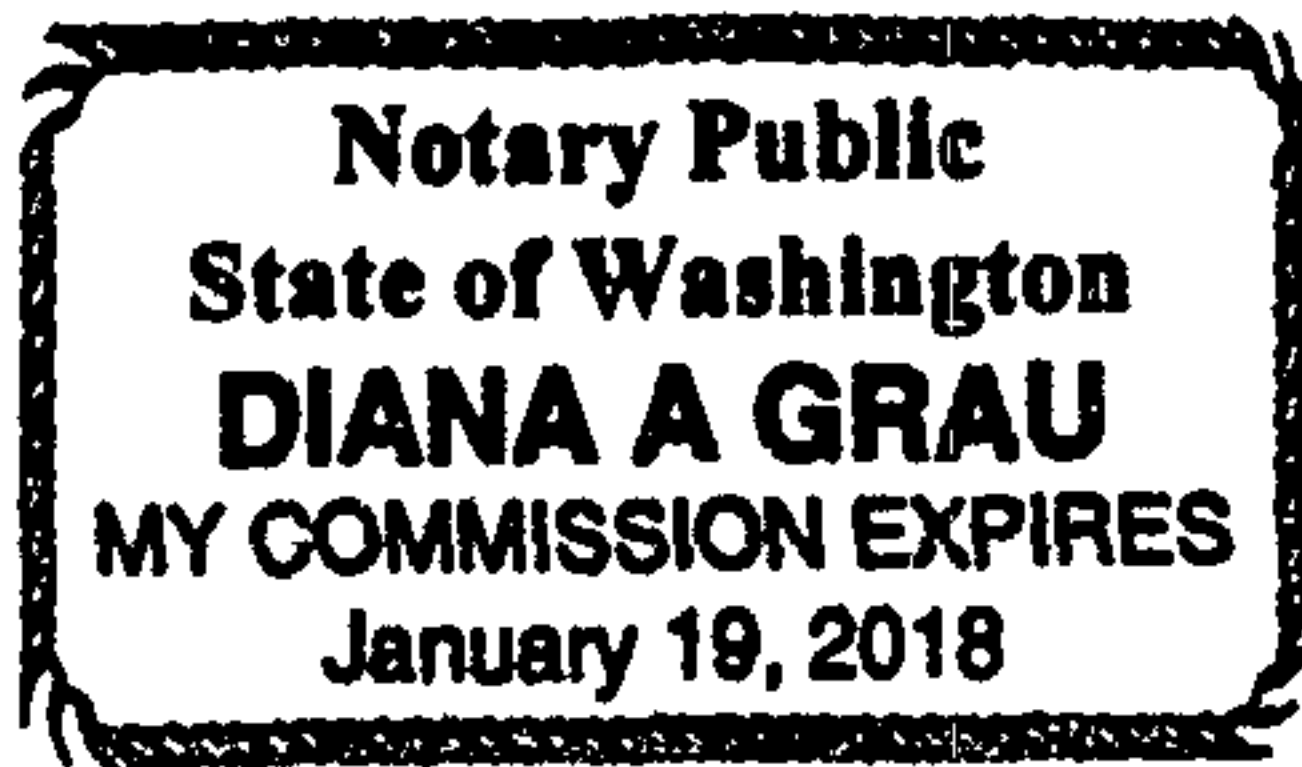
STATE OF WASHINGTON)

) ss

COUNTY OF SNOHOMISH)

On this 10th day of June, 2014 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Michael Wolber, known to be the Manager of Makech, LLC, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of said Makech LLC, for the uses and purposes herein mentioned.

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



Diana A. Grau
NOTARY PUBLIC in and for the State of Washington, residing at: Snohomish
My commission expires: 1-19-2018
Name: DIANA A GRAU

UTILITY EASEMENT

MORTGAGEE:

JP Morgan Chase Bank, NA

By: *[Signature]*

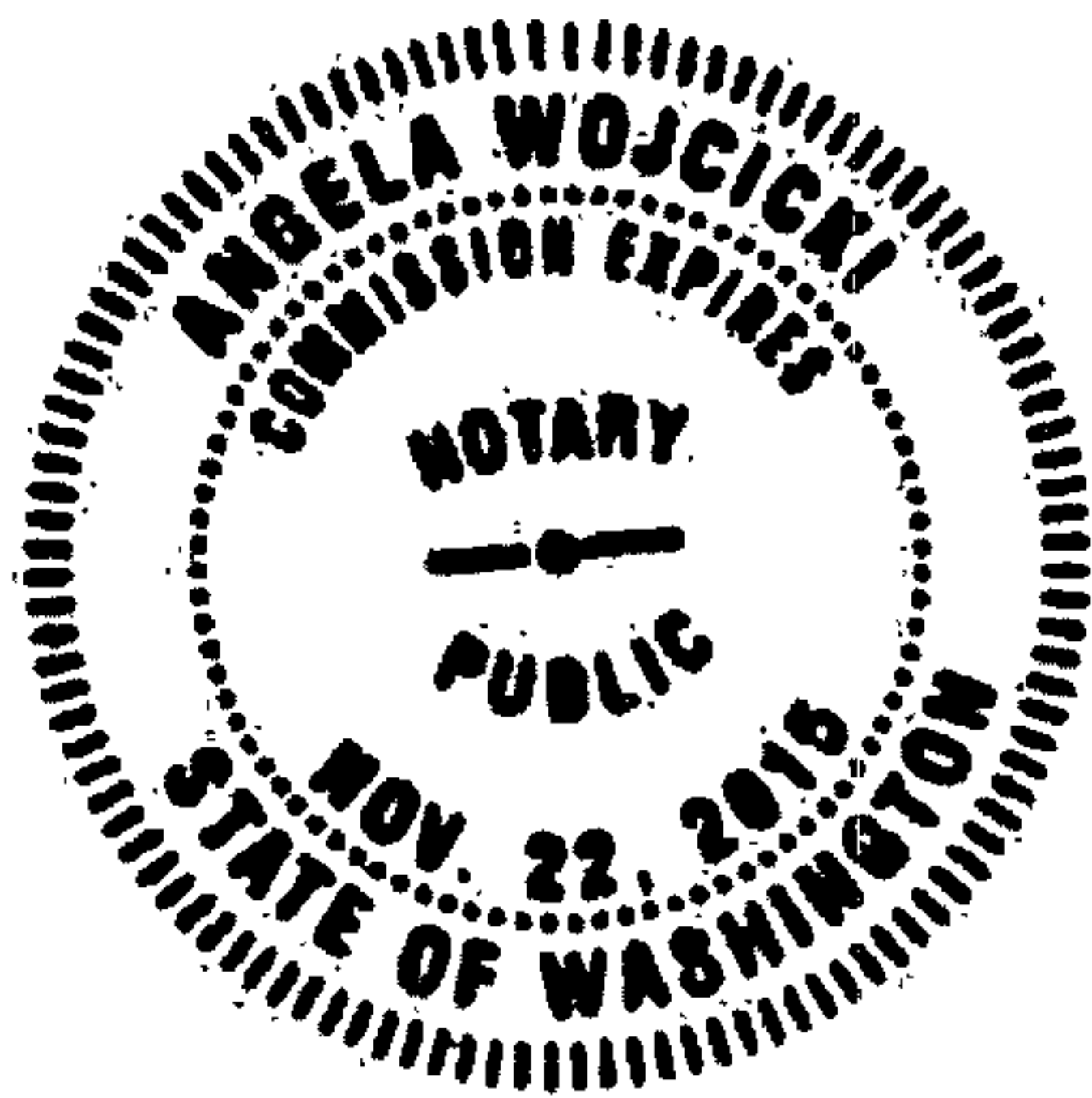
STATE OF WASHINGTON

) ss

COUNTY OF SNOHOMISH

On this 10th day of June, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Sean Bermanski, known to be the Relationship Manager, V.P. of Chase Bank, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of said mortgagee for the uses and purposes herein mentioned.

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



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My commission expires: 11/22/15
Name: Angela Wojcicki

UTILITY EASEMENT

UP
THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., LYING WITHIN PARCEL A OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER COUNTY AUDITOR'S FILE NUMBER 200406095007, AS SURVEYED AND SHOWN ON SHEETS 2 AND 3 OF 20 IN BINDING SITE PLAN RECORDED UNDER AUDITOR'S FILE NUMBER 201112205001 DESCRIBED AS FOLLOWS:

A TWENTY FOOT WIDE STRIP OF LAND, TEN FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF LOT 12 OF SAID BINDING SITE PLAN, SAID POINT BEING THE SOUTHEASTERLY CORNER OF SAID BOUNDARY LINE ADJUSTMENT PARCEL A; THENCE N01°53'38"E ALONG THE WEST LINE OF SAID LOT 12 AND THE EAST LINE OF SAID PARCEL A FOR 33.19 FEET TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE S88°42'41"W FOR 11.31 FEET; THENCE S83°43'52"W FOR 147.05 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE N03°34'17"W FOR 153.16 FEET; THENCE S89°56'16"E FOR 159.15 FEET; THENCE N01°01'46"E FOR 48.54 FEET; THENCE N02°25'47"E FOR 9.20 FEET TO THE TERMINATION POINT OF SAID EASEMENT CENTERLINE, SAID POINT LYING ON THE SOUTHERLY LINE OF SAID LOT 12, AND THE NORTH LINE OF PARCEL A OF SAID BOUNDARY LINE ADJUSTMENT, SAID POINT LYING N88°53'54"W 13.03 FEET FROM AN ANGLE POINT IN THE BOUNDARY OF SAID LOT 12, WHICH ANGLE POINT IS ALSO THE NORTHEAST CORNER OF SAID PARCEL A.

TOGETHER WITH A TWENTY FOOT WIDE STRIP OF LAND, TEN FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

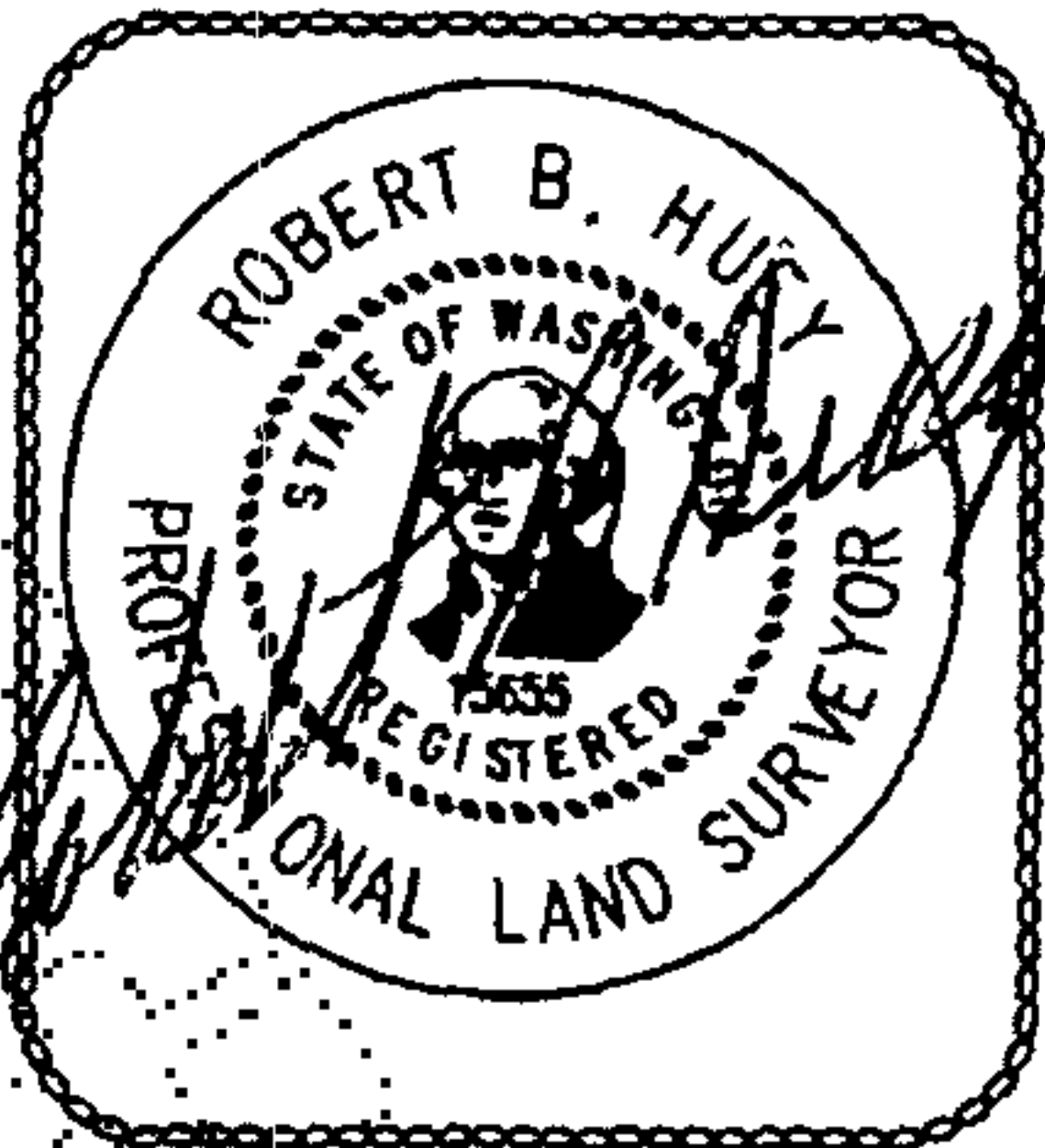
BEGINNING AT THE ABOVE DESCRIBED POINT "A"; THENCE S79°27'11"W FOR 20.24 FEET; THENCE S66°06'26"W FOR 2.16 FEET TO THE WEST LINE OF SAID PARCEL A, SAID POINT BEING THE TERMINATION POINT OF SAID EASEMENT CENTERLINE A; SAID POINT BEARING N00°14'13"W 6.24 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL A.

THE SIDELINES OF SAID EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO MEET THE PROPERTY BOUNDARIES HEREIN REFERENCED.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



12/17/12



LOT 12 OF BINDING SITE PLAN
 A.F. NO. 201112205001
 S 88°53'54" E 173.67'

SANITARY SEWER MANHOLE
 (TYPICAL)

20' SANITARY SEWER EASEMENT

59TH AVENUE N.E.
 N 00°14'13" W 218.33'

N 01°53'38" E 193.95'
 LOT 12 OF BINDING SITE PLAN A.F. NO. 201112205001

LINE	BEARING	LENGTH
L1	N01°53'38"E	33.19'
L2	N88°42'41"E	11.31'
L3	N83°43'52"E	147.05'
L4	S03°34'17"E	153.16'
L5	N89°56'16"W	159.15'
L6	S01°01'46"W	48.54'
L7	S02°25'47"W	9.20'
L8	N88°53'54"W	13.03'
L9	S79°27'11"W	20.24'
L10	S66°06'26"W	2.16'
L11	N00°14'13"W	6.24'



PARCEL A OF BOUNDARY LINE
 ADJUSTMENT A.F. NO. 200406095007

POINT "A"

MOST SOUTHWESTERLY
 CORNER OF LOT 12

S 88°03'27" E 178.33'

SOUTHWEST CORNER
 OF PARCEL A

AUDITOR'S FILE NUMBER: _____

SANITARY SEWER EASEMENT

IN: NW1/4 OF THE SE1/4 OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.

Huey Surveying and Land Consulting, Inc.
 23407 135th Avenue N.E., Suite 115
 Arlington, Washington 98223
 Tel: (360) 474-9945

MAP SCALE:
 1"=40'
 DATE:
 12/17/2012

JOB NO:
 1617