

AFTER RECORDING, RETURN TO:

CITY OF ARLINGTON  
18204 59<sup>th</sup> Avenue NE  
Arlington, WA 98223

### UTILITY EASEMENT

**GRANTOR (S):**                    **Gayteway Business Park LLC, a Washington limited liability company**

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

**LEGAL (Abbrev.):**                Ptn of NW1/4 NW1/4, SW1/4 NW1/4, SE1/4 NW1/4 SW1/4 Sec 14  
T.31N., R.5E.,W.M.

**ASSESSOR'S TAX #:**        **31051400200700**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between Gayteway Business Park LLC, (hereinafter "Grantors") and the City of Arlington, Washington (hereinafter "City"); and WASHINGTON TRUST BANK and COMMERCIAL GRADE, LLC (hereinafter referred to as "Mortgagees").

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:

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:

Attached Exhibit "A" – Lot 2.

And the easement area is limited to that area legally described in Exhibit B, and shown on Exhibit C where water lines and sewer lines are actually constructed,

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 area in any manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement area; 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 Mortgagees shall be subordinated to the rights herein granted to the Grantee, but in all other respects shall remain unimpaired.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTOR:

**GayteWay Business Park LLC**

By: \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_ by  
*(date)*

CHRIS GAYTE as MANAGER of GAYTEWAY BUSINESS PARK, LLC  
*(name)* *(type of authority)* *(name of party/company)*

\_\_\_\_\_  
Notary Public for the State of Washington  
My Commission Expires: \_\_\_\_\_

**MORTGAGEE:**

**WASHINGTON TRUST BANK**

By: \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_ by  
*(date)*

\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
*(name) (type of authority) (name of party/company)*

\_\_\_\_\_  
Notary Public for the State of Washington  
My Commission Expires: \_\_\_\_\_

**MORTGAGEE:**

**COMMERCIAL GRADE, LLC**

By: \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_ by  
*(date)*

\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_  
*(name) (type of authority) (name of party/company)*

\_\_\_\_\_  
Notary Public for the State of Washington  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

LOT 2 of Boundary Line Adjustment for Gayteway Business Park recorded under Auditor's File Number 201907225010, Snohomish County Records.

Situate in Snohomish County, Washington.

## EXHIBIT B

### WATER LINE EASEMENT

A PORTION OF LOT 2 OF BOUNDARY LINE ADJUSTMENT FOR GAYTEWAY BUSINESS PARK.  
RECORDED UNDER AUDITOR'S FILE NUMBER 201907225010, SNOHOMISH COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2;  
THENCE N 10°59'05" E ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 12.41 FEET;  
THENCE N 34°39'14" W, A DISTANCE OF 13.98 FEET;  
THENCE N 10°59'10" E, A DISTANCE OF 308.31 FEET;  
THENCE S 79°00'34" E, A DISTANCE OF 10.00 FEET TO THE EASTERLY LINE OF SAID LOT;  
THENCE N 10°59'10" E ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 26.31 FEET;  
THENCE N 79°00'50" W, A DISTANCE OF 12.75 FEET;  
THENCE N 34°00'50" W, A DISTANCE OF 24.53 FEET TO THE NORTHERLY LINE OF SAID LOT;  
THENCE N 88°37'33" W ALONG THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 28.28 FEET;  
THENCE S 34°01'29" E, A DISTANCE OF 23.43 FEET;  
THENCE N 83°00'50" W, A DISTANCE OF 11.85 FEET;  
THENCE N 88°16'23" W, A DISTANCE OF 153.77 FEET;  
THENCE N 01°42'34" E, A DISTANCE OF 17.00 FEET TO THE NORTHERLY LINE OF SAID LOT;  
THENCE N 88°37'33" W ALONG THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 20.00 FEET;  
THENCE S 01°42'34" W, A DISTANCE OF 16.87 FEET;  
THENCE N 88°16'07" W, A DISTANCE OF 181.00 FEET;  
THENCE N 01°43'53" E, A DISTANCE OF 15.76 FEET TO THE NORTHERLY LINE OF SAID LOT;  
THENCE N 88°37'33" W ALONG THE NORTHERLY LINE OF SAID LOT, A DISTANCE OF 20.00 FEET;  
THENCE S 01°43'53" W, A DISTANCE OF 15.64 FEET;  
THENCE N 88°16'07" W, A DISTANCE OF 11.90 FEET TO THE WESTERLY LINE OF SAID LOT;  
THENCE S 02°00'48" W ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 197.10 FEET;  
THENCE S 87°50'43" E, A DISTANCE OF 10.30 FEET;  
THENCE N 02°09'17" E, A DISTANCE OF 177.17 FEET;  
THENCE S 88°16'23" E, A DISTANCE OF 375.12 FEET;  
THENCE S 83°00'50" E, A DISTANCE OF 20.97 FEET;  
THENCE S 10°59'10" W, A DISTANCE OF 279.04 FEET;  
THENCE N 89°20'32" W, A DISTANCE OF 32.23 FEET;  
THENCE S 02°00'48" W, A DISTANCE OF 42.69 FEET;  
THENCE S 84°31'46" E, A DISTANCE OF 25.16 FEET;  
THENCE S 10°59'10" W, A DISTANCE OF 13.78 FEET TO THE SOUTHERLY LINE OF SAID LOT;  
THENCE S 87°59'12" E ALONG THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 30.37 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B- continued**

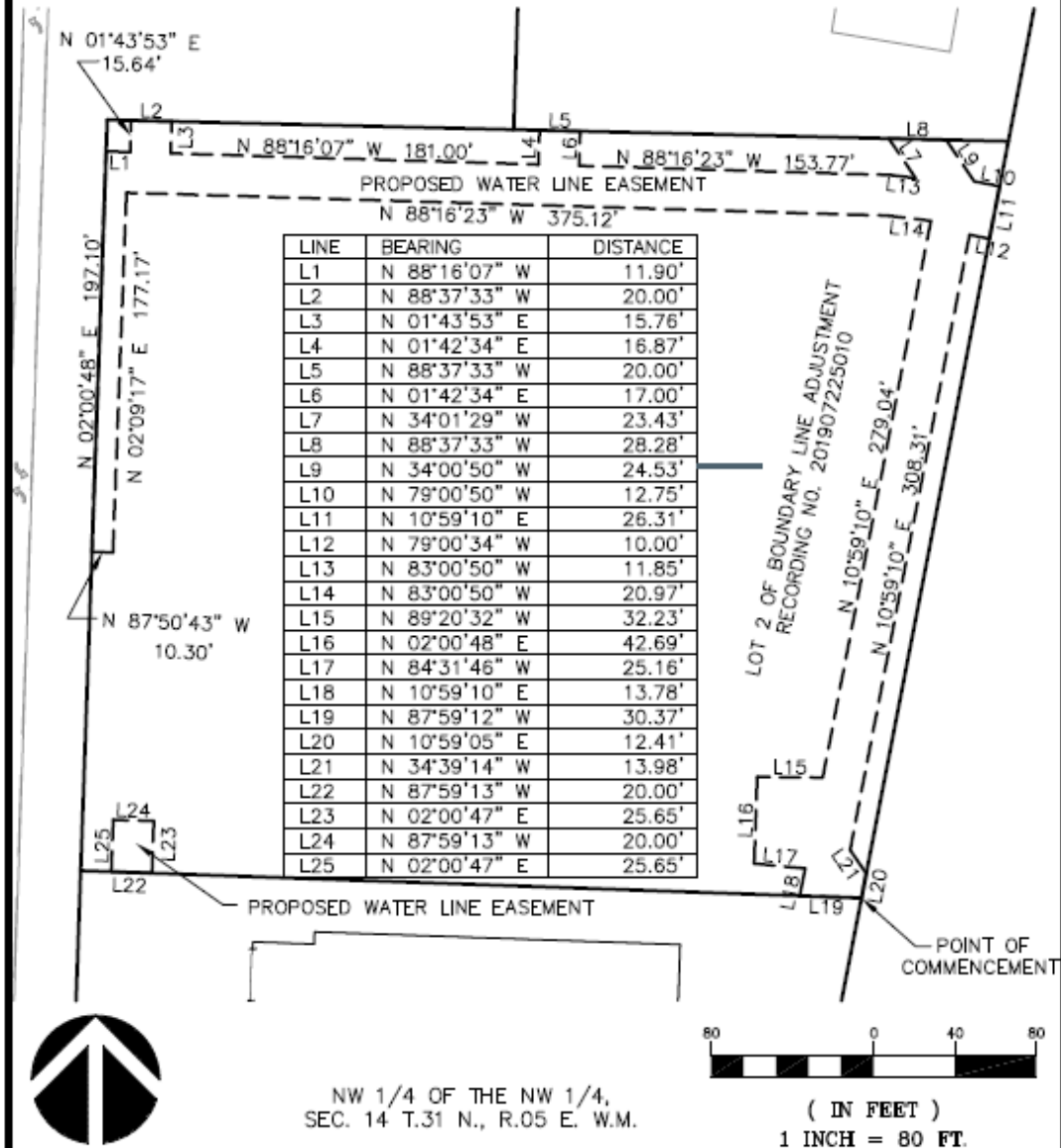
TOGETHER WITH:

A PORTION OF LOT 2 OF BOUNDARY LINE ADJUSTMENT FOR GAYTEWAY BUSINESS PARK.  
RECORDED UNDER AUDITOR'S FILE NUMBER 201907225010, SNOHOMISH COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2;  
THENCE N 87°59'12" W ALONG THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 349.27 FEET TO THE POINT OF BEGINNING;

THENCE N 02°00'47" E, A DISTANCE OF 25.65 FEET;  
THENCE N 87°59'13" W, A DISTANCE OF 20.00 FEET;  
THENCE S 02°00'47" W, A DISTANCE OF 25.65 FEET TO THE SOUTHERLY LINE OF SAID LOT;  
THENCE S 87°59'13" E ALONG THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

# EXHIBIT "C"



NW 1/4 OF THE NW 1/4,  
SEC. 14 T.31 N., R.05 E. W.M.



## WATER LINE EASEMENT EXHIBIT

GAYTEWAY BUSINESS PARK  
190412  
06/05/2020



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phone 425.458.4488 support@terrane.net  
[www.terrane.net](http://www.terrane.net)