Albino

ALDITOR-BOB

Potum to:
Bailey, Duskin + Riffles
Po Box 188
Ar-linaton, un 98223

## PERMANENT EASEMENT Arlington L.I.D. No. 21

A 42579L

threat of eminent domain and
For and in consideration of/ONE THOUSAND FIVE HUNDRED THIRTY-SIX AND NO/100THS
DOLLARS (\$1,536.00), the receipt of which is hereby acknowledged, WALLACE E. JOHNSON
AND MABEL JOHNSON DBA MODERN FURNITURE MANUFACTURERS ("Grantor" herein),
hereby conveys and warrants to City of Arlington, Washington, a municipal corporation
("Grantee" herein), for the purposes hereinafter set forth a perpetual easement over, under, along,
across and through the following described real property in Snohomish County, Washington.

See Exhibit "C" attached hereto and made a part hereof.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property (the "Easement Area" herein) described as follows: For the construction and maintenance of drainage structures and slopes related to the diversion of Portage Creek.

The terms and conditions of this grant are as follows:

- Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, and improve a sidewalk and public and franchise utilities and appurtenances over and/or under the Easement Areas. Public shall have right of passage.
- Access. Grantee shall have the right of reasonable access to the Easement Area
  to enable grantee or its designee to exercise its right hereunder.
- 3. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the right herein granted, provided the Grantor shall not construct or maintain any building or structure within the Easement Area without the prior written consent of the city.
- 4. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

Dated this 167 day of Jake., 1993. **GRANTORS** Mabel Johnson Wallace E. Johnson dba Modern Furniture Manufacturers dba Modern Furniture Manufacturers STATE OF WASHINGTON COUNTY OF SNOHOMISH ) On this May of Johnson to me known to be the individual(s) who executed this instrument and acknowledged that the signed the same as the free and voluntary act and deed for the uses and purposes mentioned in the instrument. 8 may hand and official seal this 16 day of \_\_\_\_\_\_, 1993. hand and official seal hereto affixed the day and year in this certified above NOTARY PUBLIC in and for the State of Washington, residing at: 4 My commission expires:

## Exhibit "C"

## LEGAL DESCRIPTION OF PERMANENT EASEMENT:

Together with and Subject to a non-exclusive easement in perpetuity for the construction and maintenance of drainage structures and slopes related to the diversion of Portage Creek over, under, across and upon that portion of the North 10 feet of the South 100 feet of the Southwest quarter of the Southwest quarter of said Section 11 lying Easterly of Northern Pacific Railway Company (B.N.R.R.) 100 foot right-of-way for its Sumas Branch, EXCEPT any portion thereof lying East of the following described line:

Commencing at the Southeast corner of said Southwest quarter of the Southwest quarter; thence S 89° 06′ 06" W along the South line thereof a distance of 423.40 feet to The True Point of Beginning of the herein described line; thence N 27° 25′ 17" W a distance of 111.76 feet to the North line of the South 100 feet of said Southwest quarter of the Southwest quarter and the terminus of said line.

Together with and Subject to easements, conditions, covenants, reservations and restrictions of record.

Situate in the City of Arlington, County of Snohomish, State of Washington.