

NO EXCISE TAX
REQUIRED

OCT 16 2001

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI



200110160048
10/16/2001 10:02 AM Snohomish
P.0003 RECORDED County

200110160048

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO:
ABEYTA & ASSOCIATES
1001 Fourth Avenue Plaza, Suite 3200,
Seattle, WA 98154.

EASEMENT PNWT 101051-1

IN THE MATTER OF

Project Name 67TH AVE NE IMPROVEMENTS 176TH ST TO BNSF RR
Project No. 36651-01
Parcel No. 2231051015
Section/Township/Range. NE22 31N 05E
Tax Parcel No. 2231051015

Said document(s) were filed for
record by Pacific N W Title as accommodation
only. It has not been examined as to
proper execution or as to its effect
upon title.

Grantor HARLEY HOWARD BOVEE and ROBERT CLAIR BOVEE, each as their interest may appear
Grantee CITY OF ARLINGTON, a municipal corporation
Abbreviated Legal Description A Portion of the NE Quarter of 22-31-5
Assessor's Tax Parcel ID No. 2231051015

THIS EASEMENT made this 27th day of June, 2001, by and between HARLEY HOWARD BOVEE and ROBERT CLAIR BOVEE, each as their interest may appear, (hereinafter "GRANTOR"), and the City of Arlington, a municipal corporation, (hereinafter "GRANTEE")

RECITALS

WHEREAS, the GRANTEE is desirous of acquiring certain rights and privileges over, under, across and upon said real property

NOW, THEREFORE, the GRANTOR, for and in consideration of the sum of TEN and No/100 (\$10.00) and other valuable consideration— Dollars, receipt of which is hereby acknowledged, hereby conveys and grants to the GRANTEE, its successors and assigns, the perpetual right, privilege and authority to construct, alter, erect, improve, extend, repair, operate and maintain a slope, together with a right of access over, under, and across the easement area for construction, installation, repair and maintenance of said slope and general access for the purposes set forth herein to the GRANTEE's property, in and to the following described real estate and any after acquired interest therein, situated in City of Arlington, State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under the Eminent Domain statute of the State of Washington

THAT PORTION OF THAT PARCEL AS DESCRIBED IN PARCEL "A" LYING EAST OF THE FOLLOWING DESCRIBED LINE

BEGINNING ON THE NORTH LINE OF SAID PARCEL AT A POINT 40 FEET WESTERLY OF AND PERPENDICULAR TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, THENCE SOUTH PARALLEL WITH SAID EAST LINE, 70 FEET, THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID PARCEL, SAID POINT BEING 35 FEET WESTERLY OF AND PERPENDICULAR TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE TERMINUS OF THIS LINE DESCRIPTION

EXCEPT THAT PORTION OF THE NORTH 70 FEET OF SAID PARCEL LYING WITHIN THE WEST 5 FEET OF THE EAST 35 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 5 EAST, W M, IN SNOHOMISH COUNTY, WASHINGTON

PARCEL "A"

THE SOUTH 337 FEET, AS MEASURED ALONG THE EAST LINE THEREOF OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M, IN SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY, EXCEPT THE SOUTH 195 FEET, AS MEASURED ALONG THE EAST LINE THEREOF, AND EXCEPT THAT PORTION THEREOF LYING WITHIN 67TH AVENUE NORTHEAST

H.H.B.
R.C.B.

The easement rights granted herein include the right of ingress to and egress from said lands and across adjacent lands to the GRANTOR for the purpose of construction, reconstruction, repairing, renewing, altering, and changing slope and improvements

The GRANTOR and their heirs, successors and assigns, hereby covenant and agree not to obstruct or unreasonably restrict the GRANTEE's easement rights or the improvements constructed in or on said easement.

The rights, title, privileges and authority hereby granted shall continue to be in full force until such time as the GRANTEE, its successors or assigns, shall permanently remove or abandon the slope and improvements

It is understood and agreed that, in the event the GRANTOR, its successors or assigns shall excavate and/or place an embankment upon the area covered by this slope easement to the level grade of the above road abutting thereon, all rights of the GRANTEE herein shall cease and terminate

The GRANTEE covenants to hold GRANTOR harmless from any damage caused by the construction, repair or maintenance of the slope installed on GRANTOR's property pursuant to this easement and, further, covenants to repair any damage that is done to GRANTOR's property by such installation, repair or maintenance

This easement shall touch, concern and run with the land and insure to be the benefits of the successors and assigns of the GRANTEE, as well as being binding upon the successors and assigns of the GRANTOR

It is understood and agreed that the delivery of this Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Arlington, State of Washington, unless and until accepted and approved hereon in writing by the City of Arlington Director of Public Works or City Engineer

The covenants shall run with the land and bind the GRANTOR and GRANTOR's heirs, successors and assigns

DATED this 27th day of June, 2001

Harley H. Bovee
Harley Howard Bovee (GRANTOR)

Robert C. Bovee
Robert Clair Bovee (GRANTOR)

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STATE OF WASHINGTON

County of Snohomish

I certify that I know or have satisfactory evidence that Harley Howard Bovee & Robert Clair Bovee is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument

DATED June 27, 2001



Chana Cramer

Name (typed or printed):

NOTARY PUBLIC in and for the State of Washington

Residing at Seattle, WA

My appointment expires 2/26/04

EASEMENT
FROM
*Harley H. Bovee and
Robert S. Bovee*

TO
CITY OF ARLINGTON

Dated *June 27*, 2001

FILE FOR RECORD AT REQUEST OF
Department of Public Works

Dir of PUBLIC WORKS APPROVAL

Approval Rec'd

City Engineer
Checked by *Paul*

200110160048