

AFTER RECORDING, RETURN TO

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

**NO EXCISE TAX
REQUIRED**

OCT 14 2004

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

OUR FILE NO. _____



200410150233 4 PGS
10-15-2004 11:19am \$22.00
SNOHOMISH COUNTY, WASHINGTON

UTILITY EASEMENT

GRANTOR(S): BRIAN AND DOREEN HESTER, HUSBAND AND WIFE

GRANTEE(S): City of Arlington

LEGAL (Abbrev.): GLENEAGLE DIV 2B PHASE 3 BLK 000 D-00 LOT 8

ASSESSOR'S TAX #: 00816000000800

REFERENCE #: N/A

THIS AGREEMENT is made and entered into this 28th day of September, 2004, by and between Brian and Doreen Hester, Husband and Wife, (hereinafter "GRANTOR") and the City of Arlington, Washington (hereinafter "GRANTEE".)

WHEREAS, Grantors are the owners of certain property located within the City of Arlington, 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 ingress, egress and utilities and the right, privilege and authority to construct, alter, improve, repair, operate and maintain a storm sewer and 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"

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.

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 28th day of SEPTEMBER, 2004.

GRANTOR:

By Brian Hester
Brian Hester

By Doreen Hester
Doreen Hester

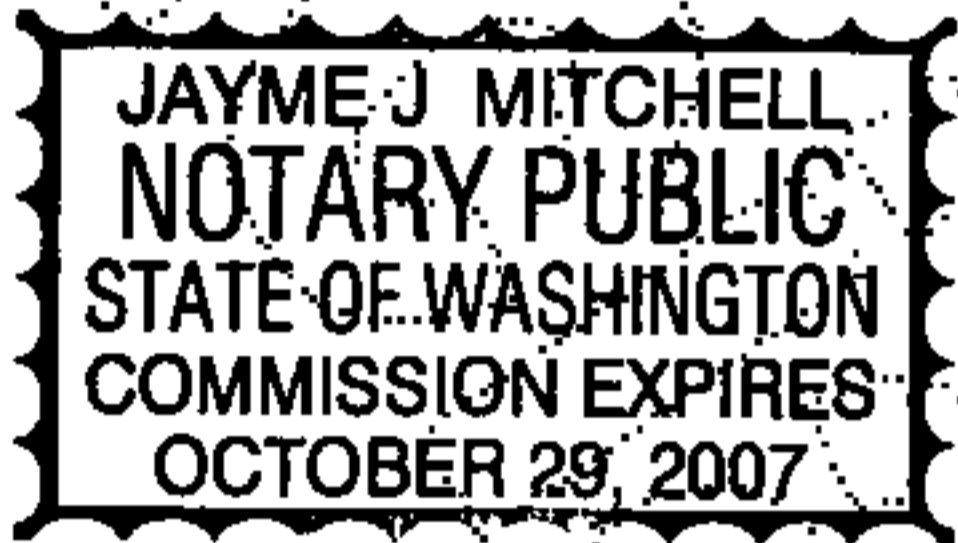
GRANTEE

By Margaret Larson
Margaret Larson, City of Arlington
Mayor

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

On this 28th day of September 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brian and Doreen Hester, to me known to be the individual(s) that executed the foregoing instrument and acknowledged the said instrument to be their free and voluntary act, for the uses and purposes herein mentioned.

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

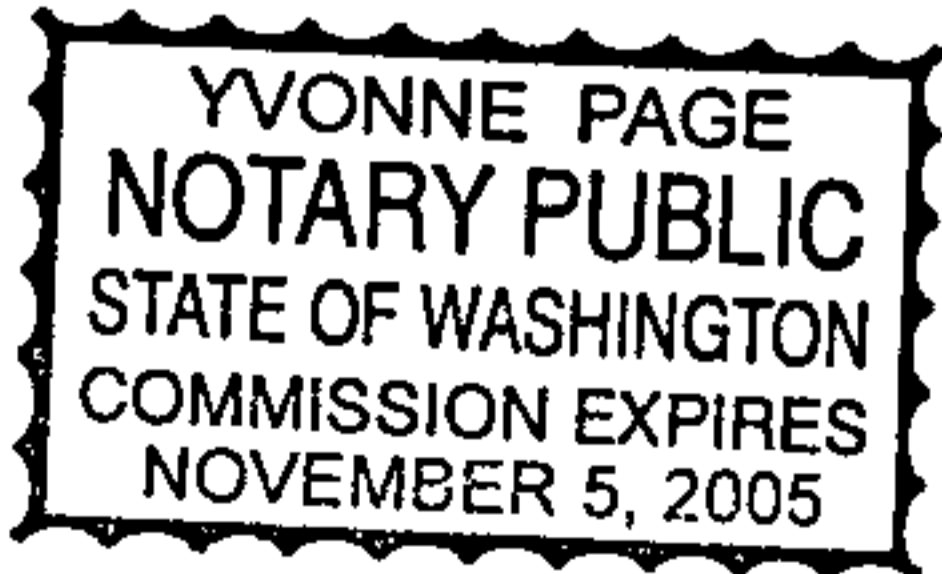


Jayme Mitchell
NOTARY PUBLIC in and for the State of Washington, residing at Everett
My commission expires 10/29/07
Printed name: Jayme Mitchell

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

On this 30th day of September, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mar4garet Larson, to me known to be the Mayor of The City of Arlington, the municipal 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 he seal affixed is the corporate seal of said corporation

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



Yvonne Page
NOTARY PUBLIC in and for the State of Washington, residing at Mount Vernon
My commission expires 11/05/05
Printed name: Yvonne Page

WATER LINE EASEMENT

A 10.00 foot wide water line easement lying within the Northeast quarter of the Southwest quarter of Section 23, Township 31 North, Range 5 East, W.M. more particularly described as follows.

The East 10.00 feet of Lot 8 of the Plat of Gleneagle Division IIB, Phase III as recorded under Auditor's File Number 9303125002 records of Snohomish County, State of Washington

SUBJECT TO AND TOGETHER WITH all easements, covenants, conditions, reservations, and restrictions of record, if any

Situate in the County of Snohomish, State of Washington.

Exhibit "A"