

AFTER RECORDING, RETURN TO

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

**NO EXCISE TAX
REQUIRED**

APR 26 2005

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

OUR FILE NO. _____



200504280227 7 PGS
04-28-2005 10:32am \$25.00
SNOHOMISH COUNTY, WASHINGTON

UTILITY EASEMENT - WATER

GRANTOR(S): MWSH Arlington LLC

GRANTEE(S): City of Arlington

LEGAL (Abbrev.): N.W. 1/4, S.E. 1/4, Sec. 11, T. 31 N., R 5 E., W.M.

ASSESSOR'S TAX #: 008938 000 00200

REFERENCE #:

THIS AGREEMENT is made and entered into this 19th day of April, 2005, by and between MWSH Arlington LLC, (hereinafter "Grantors"), the City of Arlington, Washington (hereinafter "City"), and Washington Trust Bank (hereinafter referred to as "Mortgagee").

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 Grantors'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 to remove said lines and appurtenances from said lands following termination of this easement

- 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
- 1 3 Grantee and Grantee's successors if any, shall indemnify, protect, defend and hold harmless Grantor and Grantor's successors in interest in ownership from any and all loss or liability, including reasonable attorneys' fees, for property damage outside the easement and personal injury arising out of the construction, installation, operation, use or maintenance of the easement granted herein by Grantee or Grantee's agents. Grantee agrees to restore property of Grantor to its original condition following Grantee's use or maintenance of the easement granted herein

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 24th day of September, 2004

GRANTOR

By J. E. Tokarski, Manager

By Musey Burlington LLC

STATE OF Oregon

COUNTY OF Marion

On this 27th day of September, 2004, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared L. E. Tokarski, 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



Dawn M. Hutson
NOTARY PUBLIC in and for the State of Oregon Washington, residing at Salem
My commission expires 4/6/07
Printed name Dawn M. Hutson

DATED this 29th day of SEPTEMBER 2004

MORTGAGEE

By Gary Van Assen

By Senior Vice President

STATE OF WASHINGTON)
) SS

COUNTY OF SPOKANE)

On this 29th day of SEPTEMBER, 2004, before me, the undersigned, a Notary Public in and for the State of WASHINGTON, duly commissioned and sworn, personally appeared GARY VAN ASSEN, to me known to be the SR. V. P. of WASHINGTON TRUST BANK the 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 the seal affixed is the corporate seal of said corporation

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

NOTARY PUBLIC
STATE OF WASHINGTON
DELORIS RUMBURG
My Appointment Expires July 17 2006

Deloris Rumburg
NOTARY PUBLIC in and for the State of
WASHINGTON residing at SPOKANE
My commission expires 7/17/06
Printed name DELORIS RUMBURG

DATED this 19th day of April, 2005

GRANTEE
CITY OF ARLINGTON

By Margaret Larson

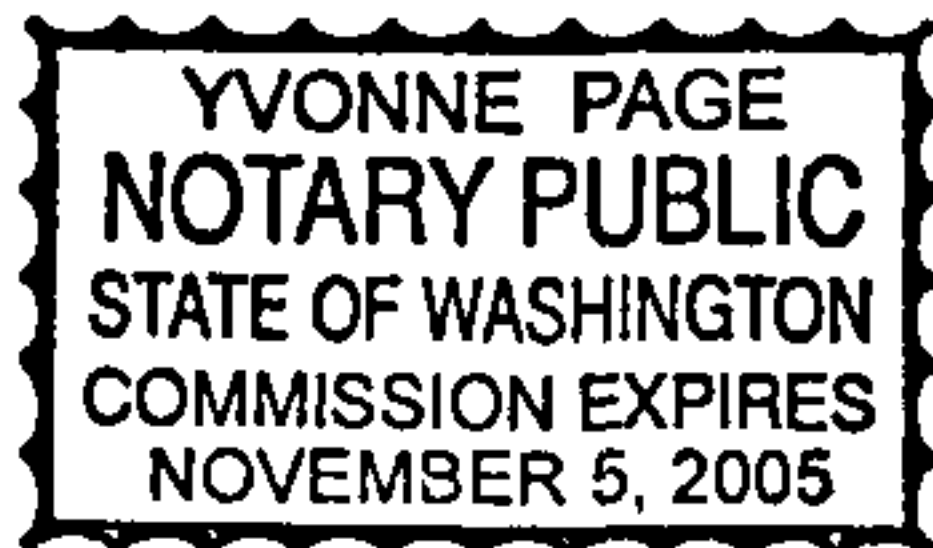
By _____

STATE OF Washington

COUNTY OF Snohomish) SS

On this 19th day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Margaret Larson, 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



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

EXHIBIT "A"
WATER EASEMENT

A 20.00 foot wide water line easement, adjacent to and parallel with, and lying 10.00 feet on each side of and abutting the following described centerlines within the Northwest quarter of the Southeast quarter of Section 11, Township 31 North, Range 5 East, W.M. more particularly described as follows

COMMENCING at the Southeast corner of Lot 2, Plat of Jensen Farm Division 3, as recorded under Auditor's File Number 9904155006, Records of Snohomish County, State of Washington, thence N 3° 08' 00" E along the East line of said Lot 2 a distance of 31.13 feet to the **TRUE POINT OF BEGINNING** of said centerline, thence N 80° 39' 32" W along said centerline a distance of 24.39 feet to a point hereafter designated as point "A", thence N 83° 44' 52" W along said centerline a distance of 31.85 feet to a point hereafter designated as point "B", thence N 83° 44' 52" W along said centerline a distance of 4.36 feet, thence S 87° 27' 56" W along said centerline a distance of 83.99 feet, thence S 57° 11' 07" W along said centerline a distance of 77.18 feet, thence S 74° 34' 43" W along said centerline a distance of 69.42 feet, thence S 73° 01' 52" W along said centerline a distance of 5.87 feet to a point hereafter designated as Point "C", thence S 74° 38' 17" W along said centerline a distance of 334.54 feet to a point hereafter designated as Point "D", thence S 72° 39' 14" W along said centerline a distance of 15.00 feet, thence S 49° 12' 18" W along said centerline a distance of 197.97 feet, thence N 81° 07' 15" W along said centerline a distance of 94.68 feet to a point on the East margin of Olympic Place and the terminus point of said centerline

AND BEGINNING at the previously designated Point "A", thence N 15° 01' 39" E along said centerline a distance of 25.38 feet to the terminus point of said centerline

AND BEGINNING at the previously designated Point "B", thence N 2° 26' 46" W along said centerline a distance of 23.20 feet, thence N 19° 17' 17" W along said centerline a distance of 99.12 feet, thence N 61° 27' 03" E along said centerline a distance of 23.83 feet to the terminus point of said centerline

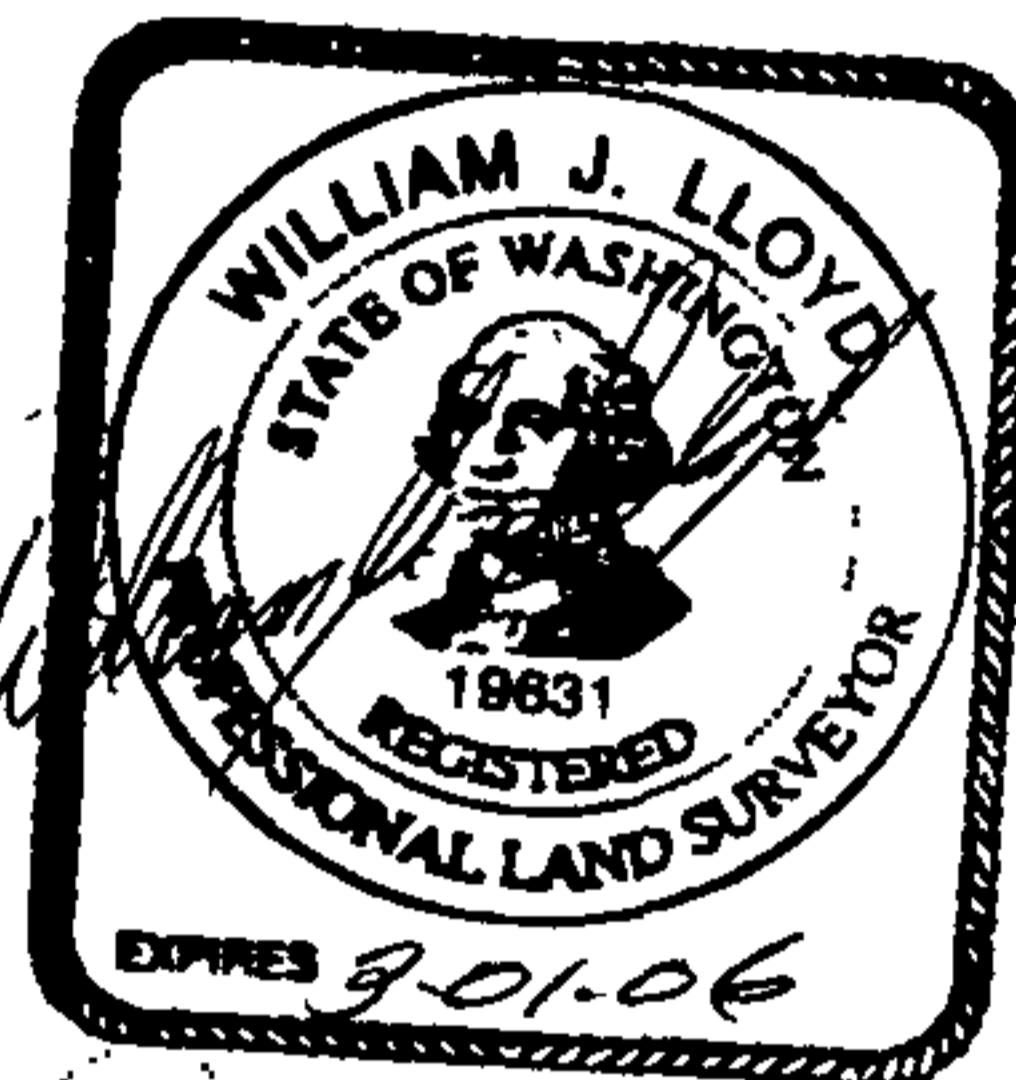
AND BEGINNING at the previously designated Point "C", thence S 17° 08' 53" E along said centerline a distance of 17.32 feet to the terminus point of said centerline

AND BEGINNING at the previously designated Point "D", thence N 13° 29' 25" W along said centerline a distance of 40.88 feet to a point hereafter designated as Point "E", thence N 19° 55' 27" W along said centerline a distance of 93.45 feet, thence S 71° 56' 04" W along said centerline a distance of 26.73 feet to terminus point of said centerline

AND BEGINNING at the previously designated Point "E", thence N 73° 42' 00" E a distance of 24 93 feet to the terminus point of said centerline.

SUBJECT TO all easements, covenants, conditions, reservations, and restrictions of record, if any.

Situate in the County of Snohomish, State of Washington



2-28-05