

NO EXCISE TAX
REQUIRED

APR 26 2005

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

AFTER RECORDING, RETURN TO

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

OUR FILE NO. _____



200504280229 6 PGS
04-28-2005 10:32am \$24.00
SNOHOMISH COUNTY. WASHINGTON

UTILITY EASEMENT – SANITARY SEWER

GRANTOR(S): **MWSH Arlington LLC**
GRANTEE(S): **City of Arlington**
LEGAL (Abbrev.): **N.W. ¼, S.E. ¼, 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

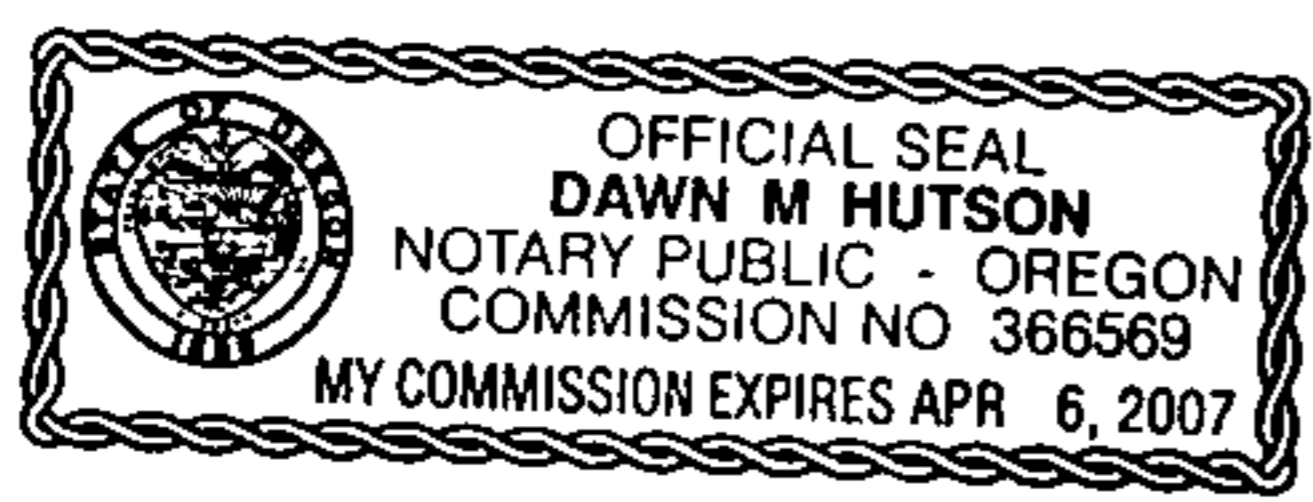
By MWSH Arlington LLC

STATE OF Oregon

COUNTY OF Marion) SS

On this 24th 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, residing at Salem
My commission expires 4/6/07
Printed name Dawn M Hutson

DUPLICATE

DATED this 1st day of OCTOBER, 2004

MORTGAGEE

By Gary Van Assen

By SENIOR VICE PRESIDENT

STATE OF WASHINGTON

COUNTY OF SPokane ss

On this 1st day of OCTOBER, 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 S.R.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 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

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

UTILITY EASEMENT

EXHIBIT "A"
SANITARY SEWER EASEMENT

A 10.00 foot wide sanitary sewer easement lying 5.00 feet on each side of and abutting the following described centerline within the Northwest quarter of the Southeast quarter of Section 11, Township 31 North, Range 5 East, W.M. and 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 S 78° 20' 52" W along the South line of said Lot 2 a distance of 71.67 feet; thence N 39° 18' 51" W a distance of 92.11 feet to the **TRUE POINT OF BEGINNING** of said centerline; thence S 61° 30' 13" W along said centerline a distance of 127.17 feet; thence S 74° 11' 33" W along said centerline a distance of 155.43 feet to a point hereafter designated as point "A"; thence S 75° 42' 12" W along said centerline a distance of 230.28 feet; thence S 52° 50' 37" W along said centerline a distance of 149.61 feet; thence S 85° 22' 55" W along said centerline a distance of 98.74 feet; thence S 39° 58' 48" W along said centerline a distance of 46.29 feet to the East margin of Olympic Place according to aforesaid plat and the termination point of said centerline.

TOGETHER WITH the following 10.00-foot wide sanitary sewer easement being 5.00 feet on each side of and abutting the following described centerline:

COMMENCING at the aforementioned Point "A", thence N 14° 36' 35" W along said centerline a distance of 37.85 feet to the terminus point of said easement.

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

Situate in the County of Snohomish, State of Washington.

