



200710110023 5 PGS  
10/11/2007 9 16am \$44 00  
SNOHOMISH COUNTY, WASHINGTON

AFTER RECORDING, RETURN TO

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

OUR FILE NO: 27-431

NO EXCISE TAX  
REQUIRED

OCT 10 2007

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

**UTILITY EASEMENT**

**GRANTOR(S):** (1) Stillaguamish Gardens  
(2) Stillaguamish Pointe  
**GRANTEE(S):** City of Arlington  
**LEGAL (Abbrev.):** Ptn SE 1/4 NE 1/4 Sec 20 T 31 N R 5 E WM  
**ASSESSOR'S TAX #:** Ptn 0047250000702; Ptn 0047250000805  
**REFERENCE #:**

THIS AGREEMENT is made and entered into this 5 day of October, 2007, by and between Stillaguamish Gardens, a Washington non-profit corporation, and Stillaguamish Pointe, a Washington non-profit corporation, (hereinafter "Grantors"), and the City of Arlington, Washington (hereinafter "City"),

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

I Grant of Easements by Grantors to the City

I I 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 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, provided, however, that Grantor shall have the right to use the area for the existing parking area and access

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 5 day of October, 2007

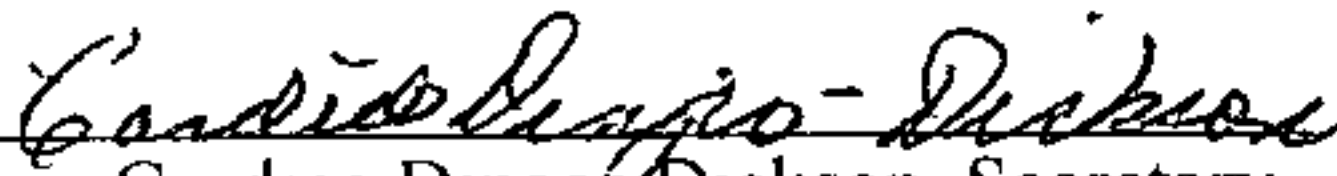
GRANTOR

STILLAGUAMISH GARDENS  
A Washington non-profit corporation

By

  
David E. Duskin, President

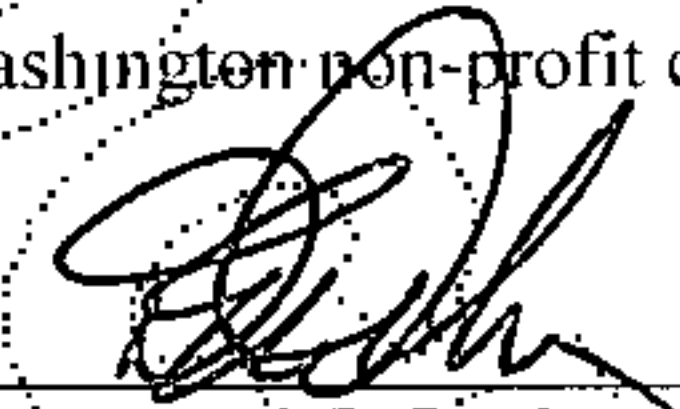
By

  
Cordice Dinger-Dickson, Secretary

GRANTOR

STILLAGUAMISH POINTE  
A Washington non-profit corporation

By

  
David E. Duskin, President

By

  
Cordice Dinger-Dickson, Secretary

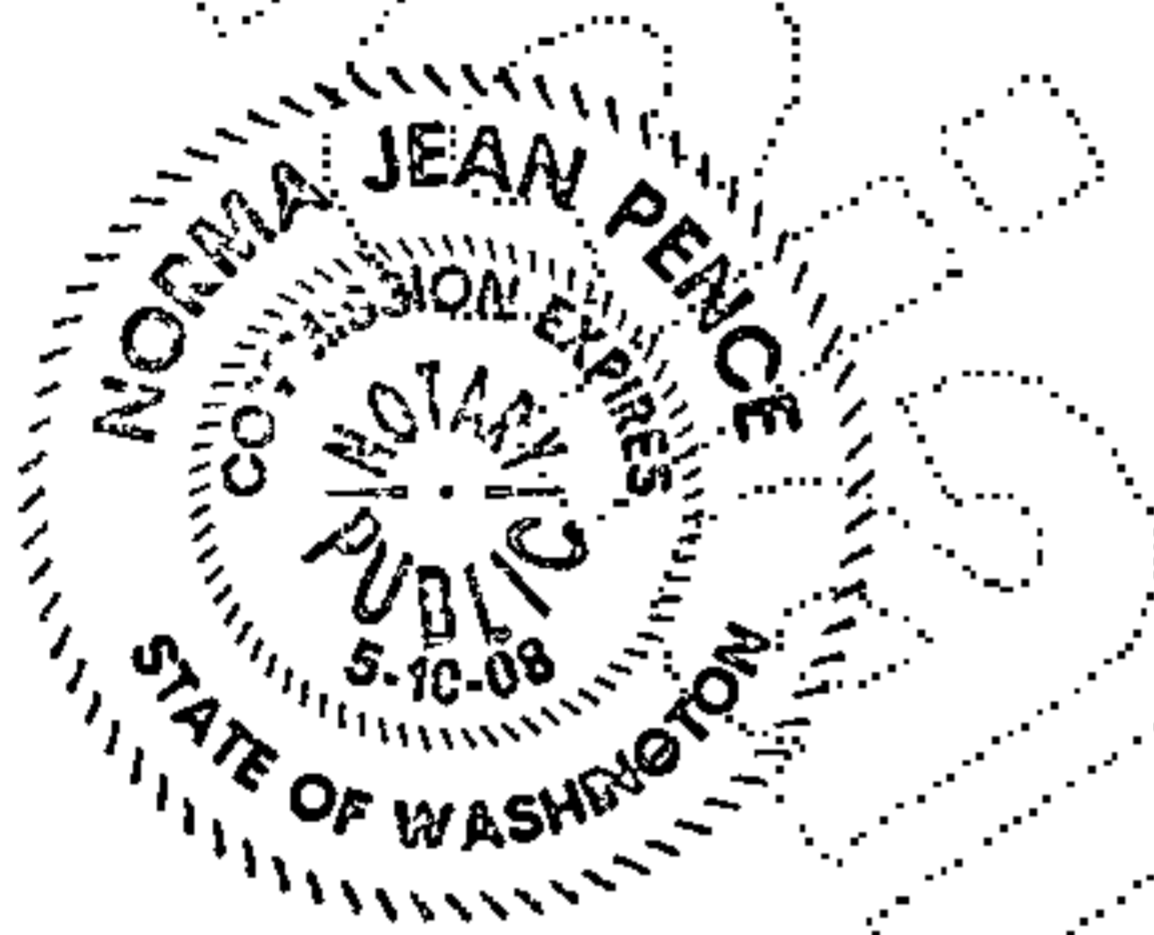
UTILITY EASEMENT

2

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

On this 5 day of October, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David E Duskin and Cordice Dinger-Dickson, to me known to be the President and Secretary respectively of Stillaguamish Gardens, a Washington non-profit corporation, 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

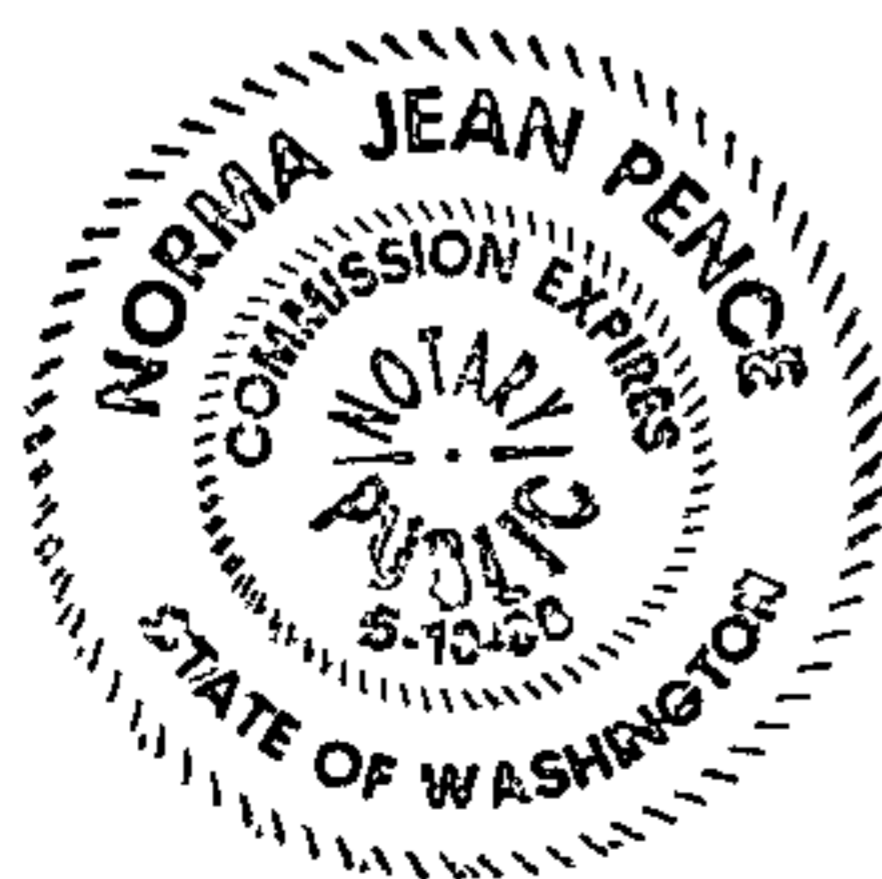


Norma Jean Pence  
NOTARY PUBLIC in and for the State of  
Washington, residing at Arlington, WA  
My commission expires 5-10-08  
Printed name Norma Jean Pence

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

On this 5 day of October, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David E Duskin and Cordice Dinger-Dickson, to me known to be the President and Secretary respectively of Stillaguamish Pointe, a Washington non-profit corporation, 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



Norma Jean Pence  
NOTARY PUBLIC in and for the State of  
Washington, residing at Arlington, WA  
My commission expires 5-10-08  
Printed name Norma Jean Pence

A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SECTION 20, TOWNSHIP 31 N, RANGE 5 E, W M., DESCRIBED AS FOLLOWS

A STRIP OF LAND 20 FEET IN WIDTH, BEING 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

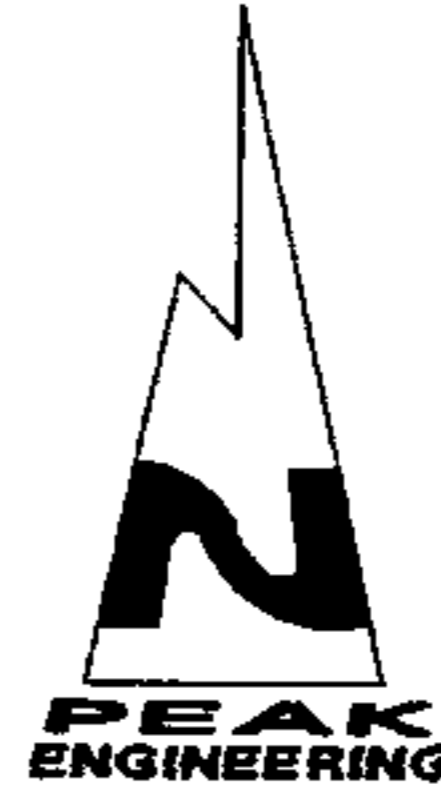
COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF SNOHOMISH COUNTY SHORT PLAT ZA#9112344, RECORDED UNDER RECORDING NUMBERS 9312095004 AND 9409090376, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE N88°27'49"E ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 15 78 FEET TO THE TRUE POINT OF BEGINNING, THENCE N1°36'46"W A DISTANCE OF 102 95 FEET, THENCE S88°54'25"W A DISTANCE OF 243.50 FEET TO THE EASTERLY MARGIN OF 31<sup>ST</sup> AVENUE NE AND THE TERMINUS OF THIS DESCRIBED LINE THE SIDELINES OF THIS EASEMENT SHALL BE EXTENDED TO OR TRUNCATED AT THE NORTH LINE OF SAID LOT 2 AND SAID EASTERLY MARGIN OF 31<sup>ST</sup> AVENUE NE.

ALSO, THAT PORTION OF SAID LOT 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE S0°19'51"E ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 193.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, THENCE N88°27'49"E ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 20 00 FEET; THENCE N0°19'51"W PARALLEL WITH AND 20 00 FEET DISTANT FROM SAID WEST LINE A DISTANCE OF 19.34 FEET, THENCE S89°56'48"E A DISTANCE OF 9 20 FEET, THENCE N0°19'51"W A DISTANCE OF 20 00 FEET, THENCE N89°56'48"W A DISTANCE OF 9.20 FEET TO A POINT 20.00 FEET DISTANT FROM SAID WEST LINE AS MEASURED PERPENDICULAR THERETO, THENCE N0°19'51"W PARALLEL WITH AND 20.00 FEET DISTANT FROM SAID WEST LINE A DISTANCE OF 34 28 FEET, THENCE N88°27'46"E A DISTANCE OF 8 52 FEET, THENCE N1°01'04"W A DISTANCE OF 13.96 FEET; THENCE S89°35'41"W A DISTANCE OF 8 49 FEET TO A POINT 20 00 FEET DISTANT FROM SAID WEST LINE AS MEASURED PERPENDICULAR THERETO, THENCE N0°19'51"W PARALLEL WITH AND 20 00 FEET DISTANT FROM SAID WEST LINE A DISTANCE OF 105 40 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE S88°27'49"W ALONG SAID NORTH LINE A DISTANCE OF 20 00 FEET TO THE POINT OF BEGINNING

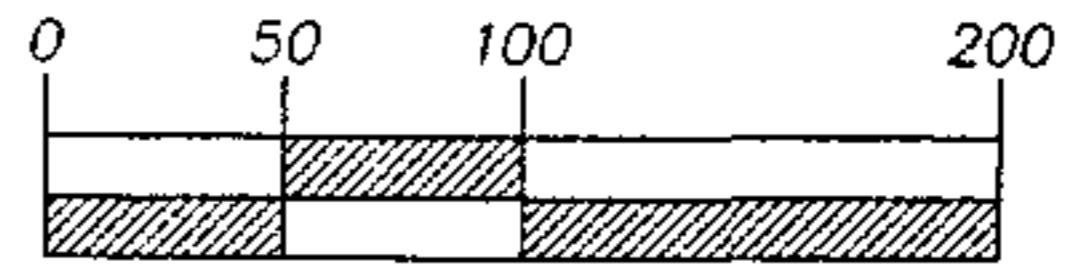
SITUATE IN SNOHOMISH COUNTY, WASHINGTON

EXHIBIT A

A Portion of the SE 1/4 of the NE 1/4 of Section 20,  
Township 31 North, Range 5 East WM



GRAPHIC SCALE



( IN FEET )  
1 INCH = 100 FEET

31ST AVE NE

20' UTILITY EASEMENT

UTILITY EASEMENT

LOT 2

AF#

DATE  
5/18/07

JOB  
680

PAGE  
1 OF 1

EXHIBIT  
For  
Taylor Construction



PEAK ENGINEERING INC

601 Delta Ave  
Marysville, WA 98270  
360 658 6986  
www.peak-engineering.net