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SNOHOMISH COUNTY, WASHINGTON

AFTER RECORDING, RETURN TO

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

OUR FILE NO 06-008-PW

**NO EXCISE TAX  
REQUIRED**

**JAN 4 2008**

KIRKE SIEVERS, Snohomish County Treasurer  
By KIRKE SIEVERS

**UTILITY EASEMENT**

**GRANTOR(S): ANCHOR STORAGE-ARLINGTON, LLC**  
**GRANTEE(S): City of Arlington**  
**LEGAL (Abbrev.): SW ¼ of SE ¼ of Section 22, T. 31 N., R. 5 E., W.M. (portion of)**  
**ASSESSOR'S TAX #: 31052200400900**  
**REFERENCE #:**

THIS AGREEMENT is made and entered into this 15 day of November 2007, by and between **ANCHOR STORAGE-ARLINGTON, LLC**, a Washington limited liability company (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

- 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 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

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

DATED this 15 day of November, 2007

ANCHOR STORAGE-ARLINGTON, LLC

CITY OF ARLINGTON

By [Signature]

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH)

On this 27<sup>th</sup> day of November, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared W<sup>MR</sup> R. FIELDSTEAD, to me known to be the MG MEMBER of ANCHOR STORAGE-ARLINGTON, LLC, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes herein mentioned, and on oath stated that he/she is authorized to execute the said instrument

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

Francoise L Bruhjell  
NOTARY PUBLIC in and for the State of  
Washington, residing at Snohomish County  
My commission expires 10/10/11  
Printed name FRANCOISE L BRUJELL

FRANCOISE L BRUJELL  
NOTARY PUBLIC  
STATE OF WASHINGTON  
MY COMMISSION EXPIRES 10/10/2011

## 10 FOOT WIDE PUBLIC UTILITY EASEMENT

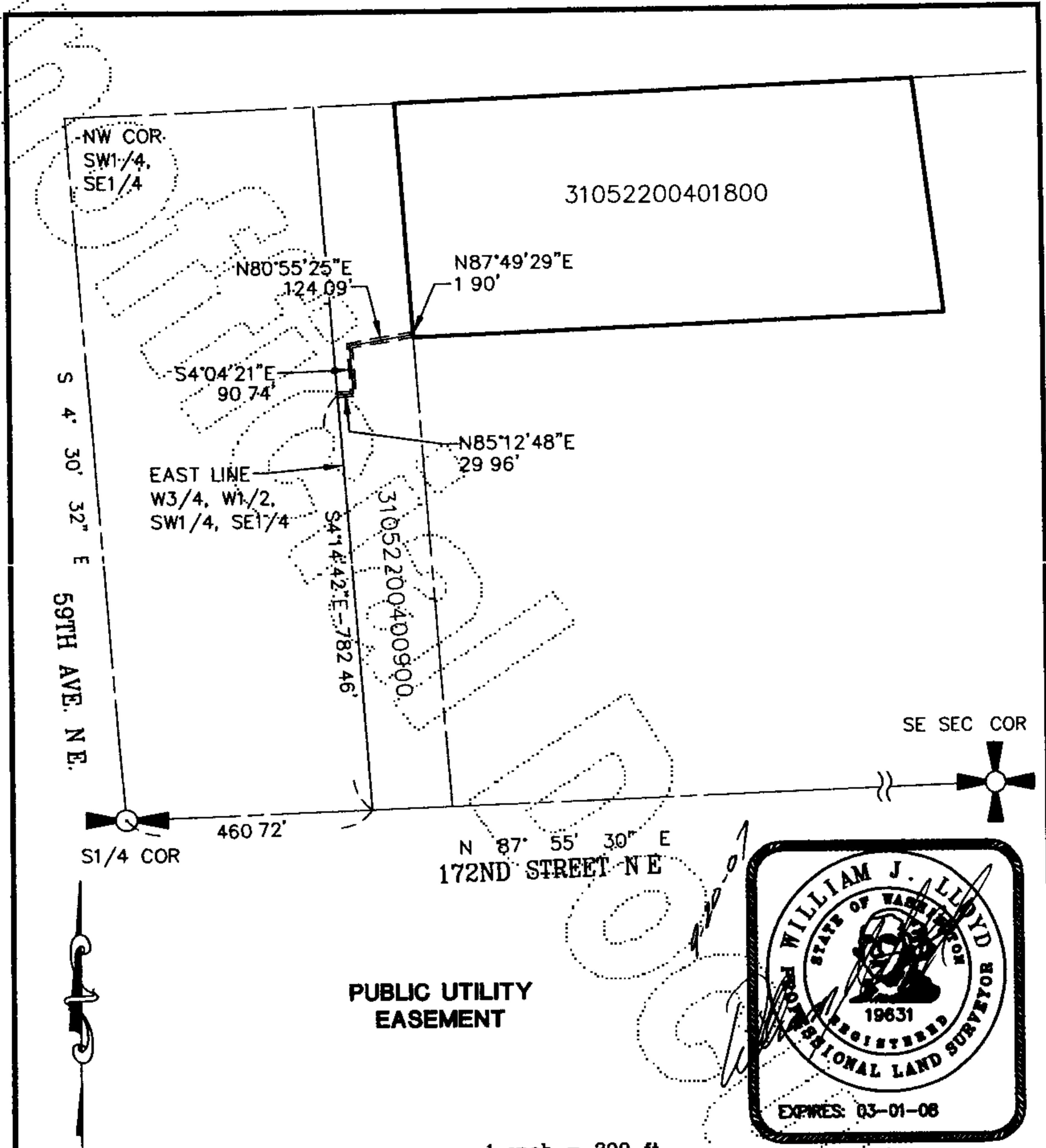
That portion of the Southwest quarter of the Southeast quarter of Section 22, Township 31 North, Range 5 East, W.M , more particularly described as follows

**COMMENCING** at the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 22, thence N 87° 55' 30" E along the South line of said subdivision a distance of 460.72 feet to the Southeast corner of the West three fourths of the West half of the Southwest quarter of the Southeast quarter of said Section 22; thence N 4° 14' 42" W along the East line of the West three fourths of the West half of the Southwest quarter of the Southeast quarter of said Section 22, a distance of 782.46 feet to the **TRUE POINT OF BEGINNING** of a 10 00 foot wide public utility easement, lying 5.00 feet on each side of and abutting the following described centerline, thence N 85° 12' 48" E along said centerline a distance of 29.96 feet; thence N 4° 04' 21" W along said centerline a distance of 90.74 feet; thence N 80° 55' 25" E along said centerline a distance of 124 09 feet, thence N 87° 49' 29" E along said centerline, a distance of 1 90 feet to the East line of the West half of the Southwest quarter of the Southeast quarter of said Section 22 and the termination point of said easement

**SUBJECT TO AND TOGETHER WITH** easements, covenants, conditions, reservations, and restrictions of record.

Situate in the County of Snohomish, State of Washington.

STATE OF WASHINGTON  
COUNTY OF SNOHOMISH  
3-01-08  
9-20-07



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JOB NO 16362 | DATE: 9/7/2007 | DWN BY: LAF  
 PORT'N SW1/4, SE1/4, SEC 22, TWP 31N, RGE 5E, W M

SKETCH FOR:  
**FERRILLS ARLINGTON, LLC**

**CASCADE  
 SURVEYING AND  
 ENGINEERING, Inc.**  
 P O BOX 326  
 ARLINGTON, WA  
 (360) 435-5551