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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): FERRILL'S ARLINGTON, LLC

GRANTEE(S): City of Arlington

LEGAL (Abbrev.): SW 1/4 of SE 1/4 of Section 22, T. 31 N., R. 5 E., W.M. (portion of)

ASSESSOR'S TAX #: 31052200401800

REFERENCE #:

THIS AGREEMENT is made and entered into this 3rd day of DECEMBER, 2007, by and between **FERRILL'S 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 3rd day of DECEMBER 2007

FERRILL'S ARLINGTON, LLC

CITY OF ARLINGTON

By [Signature]

By [Signature]

By _____

By _____

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 3rd day of DECEMBER, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEPHEN P FERRILL, to me known to be the OWNER of FERRILL'S 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
STATE OF WASHINGTON
MY COMMISSION EXPIRES 10/10/11

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. BRUHJELL

10 FOOT WIDE PUBLIC UTILITY EASEMENT

That portion of the Southeast quarter of the Southeast quarter and 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 1228.58 feet; thence N 3° 48' 21" W a distance of 886.14 feet; thence N 87° 45' 04" E a distance of 179.38 feet to the **TRUE POINT OF BEGINNING** of a 10 foot wide public utility easement, lying 5 feet on each side of and abutting the following described centerline; thence N 7° 01' 35" W along said centerline a distance of 200.44 feet to a point hereafter designated as Point "A"; thence N 6° 19' 31" W along said centerline a distance of 12.92 feet to a point hereafter designated as Point "B"; thence N 2° 06' 26" W along said centerline a distance of 223.63 feet to a point which is 5.00 feet South of, as measured perpendicular to the North line, the Southeast quarter of the Southeast quarter of said Section 22; thence N 87° 45' 40" E parallel with and 5.00 feet South of, as measured perpendicular to said North line, a distance of 178.49 feet and the terminus point of this portion of said easement.

TOGETHER WITH that portion of the 10 foot wide public utility easement described as follows:

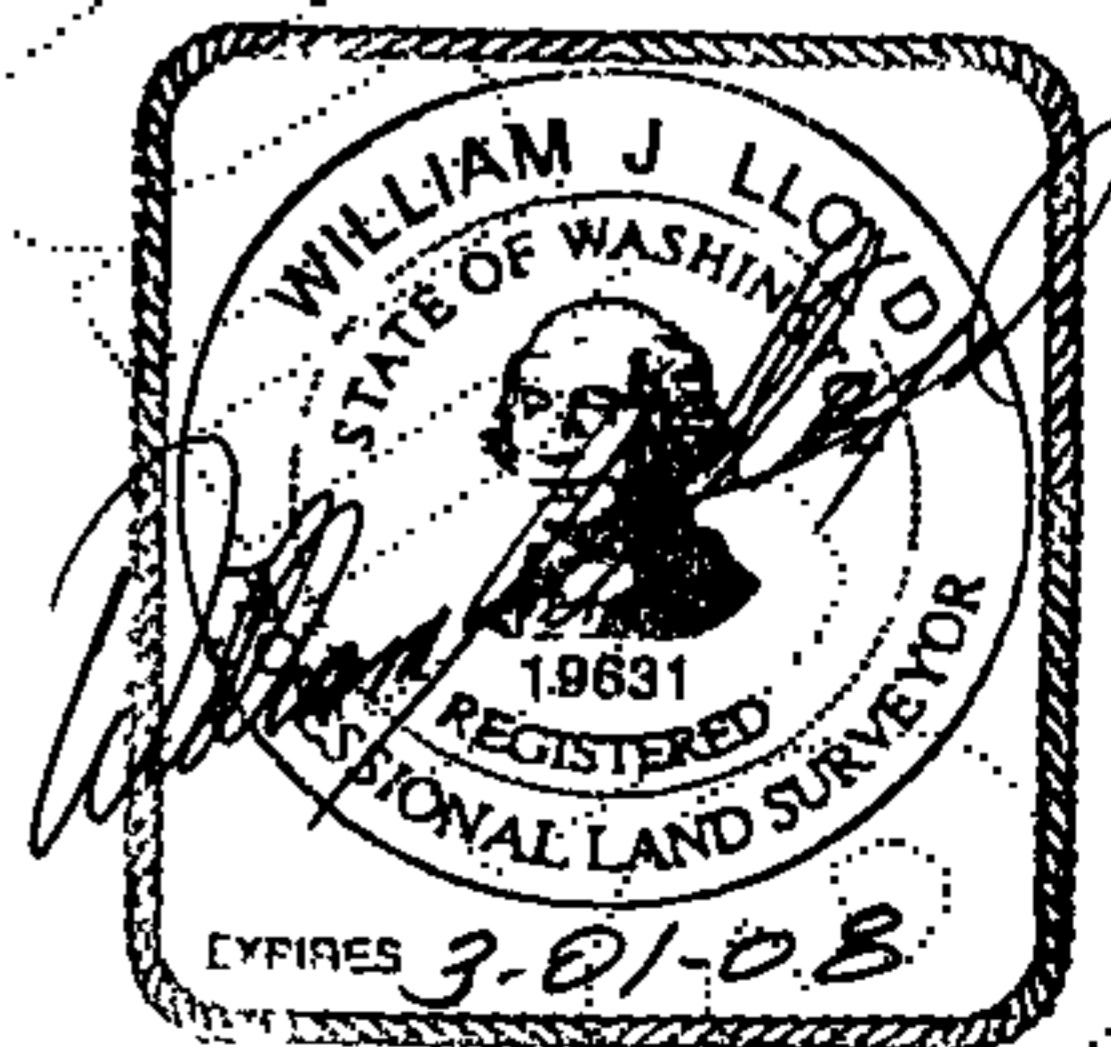
BEGINNING at the aforementioned Point "A"; thence N 86° 07' 52" E along said centerline a distance of 19.00 feet to the terminus point of this portion of said easement.

TOGETHER WITH that portion of the 10 foot wide public utility easement described as follows:

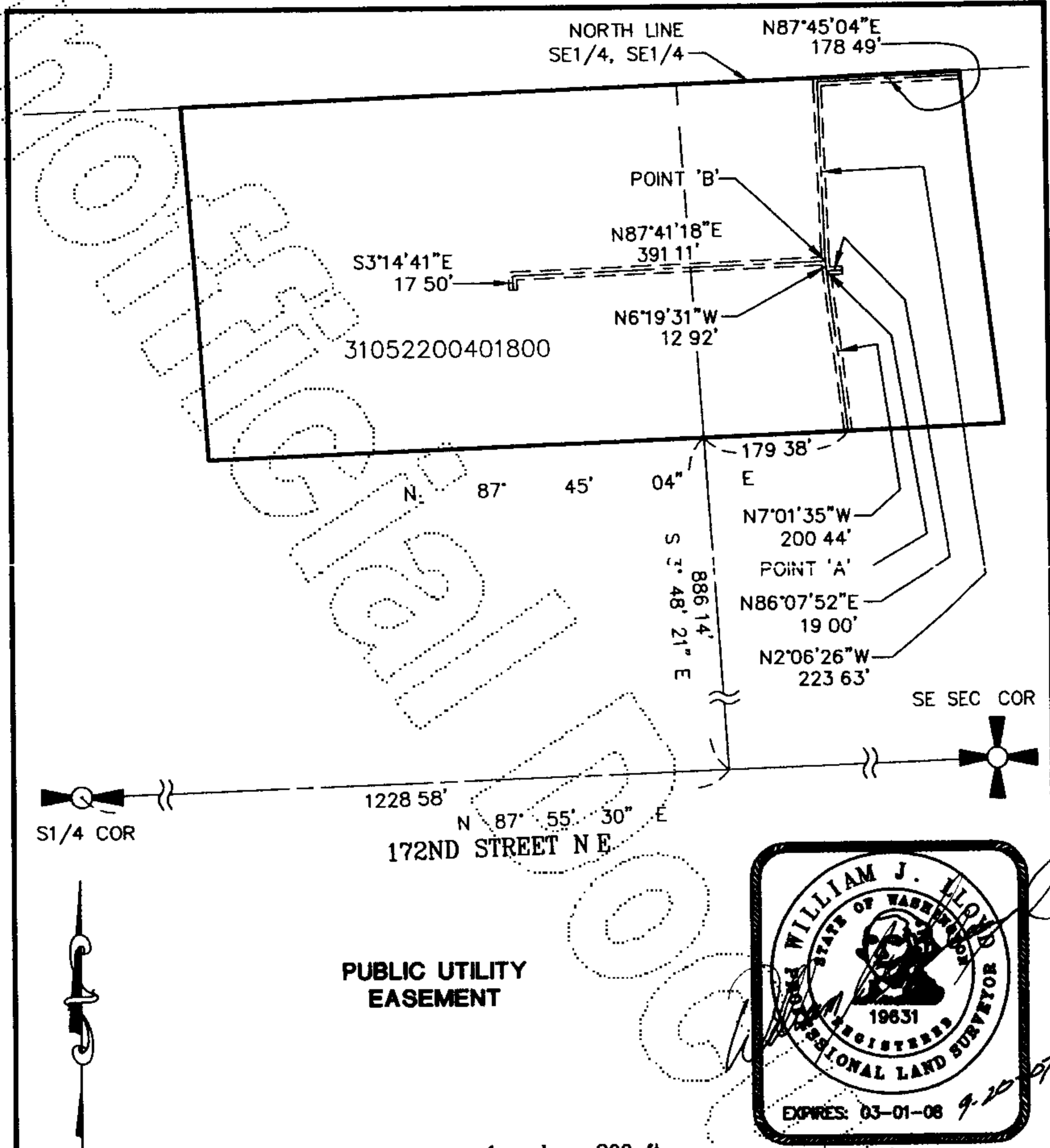
BEGINNING at the aforementioned Point "B"; thence S 87° 41' 18" W along said centerline a distance of 391.11 feet; thence S 3° 14' 41" E along said centerline a distance of 17.50 feet to the terminus point of said easement.

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

Situate in the County of Snohomish, State of Washington.



9-20-07



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1 inch = 200 ft.

JOB NO. 16362 | DATE: 9/7/2007 | DWN. BY. LAF

PORT'N S1/2, SE1/4, SEC 22, TWP 31N, RGE 5E, WM

SKETCH FOR:

FERRILLS ARLINGTON, LLC

**CASCADE
SURVEYING AND
ENGINEERING, Inc.**

P O BOX 326
ARLINGTON, WA
(360) 435-5551