

AFTER RECORDING, RETURN TO:

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

NO EXCISE TAX
REQUIRED

JAN 11 2010

OUR FILE NO. 27-478



204001110124 4 PGS
01/11/2010 10:24am \$65.00
SNOHOMISH COUNTY, WASHINGTON

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

UTILITY EASEMENT

GRANTOR(S): Coast Development Co., LLC

GRANTEE(S): City of Arlington

LEGAL (Abbrev.): Ptn. NW ¼ of SE ¼ of Section 2, T. 31 N., Range 5 E., W.M.

ASSESSOR'S TAX #: 00461800801200

REFERENCE #:

THIS AGREEMENT is made and entered into this 12 day of Nov, 2009, by and between Coast Development Co., LLC, a Washington limited liability company, (hereinafter "Grantors"); the City of Arlington, Washington (hereinafter "City"); and _____ (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 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' 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 make any use of the easement area not inconsistent with the Grantee's rights hereunder.

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 12 day of Nov, 2009.

GRANTOR
COAST DEVELOPMENT CO., LLC
A Washington Limited Liability Company

By: [Signature]
Trevor Gaskin, Member

By: [Signature]
Angela Gaskin, Member

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 12th day of November, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Trevor Gaskin and Angela Gaskin, to me known to be the members of Coast Development Co. 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 and that the seal affixed, if any, is the corporate seal of said company.

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



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at Arlington
My commission expires: May 11, 2012
Printed name: Amy M. Rusko

**EXHIBIT A
WATER EASEMENT**

The South 4.00 feet of the East 9.00 feet of Lot 13, Block 8, Plat of Haller City according to the Plat thereof Recorded in Volume 2, Page 22, Records of Snohomish County, State of Washington. Being a portion of the Northwest quarter of the Southeast quarter of Section 2, Township 31 N, Range 5 E, W.M.

Situate in the County of Snohomish, State of Washington



7-15-09

UNRECORDED