

**COPY**

AFTER RECORDING, RETURN TO:

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

OUR FILE NO. \_\_\_\_\_

201010070377 CONFORMED COPY 7 PGS  
10/07/2010 1:58pm \$68.00  
SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX  
REQUIRED**

OCT 07 2010

KIRKE SIEVERS, Snohomish County Treasurer

By \_\_\_\_\_ KIRKE SIEVERS \_\_\_\_\_

**UTILITY EASEMENT**

**GRANTOR(S): EMJ, LLC**

**GRANTEE(S): City of Arlington**

**LEGAL (Abbrev.): Ptn. SW 1/4 of SW 1/4 of Sec. 14, T. 31 N., R. 5 E., W.M.**

**ASSESSOR'S TAX #: 31051400302800**

**REFERENCE #:**

THIS AGREEMENT is made and entered into this 8 day of August, 2010, by and between EMJ, LLC, (hereinafter "Grantors"); the City of Arlington, Washington (hereinafter "City"); and ~~Washington Mutual Bank~~ (hereinafter referred to as "Mortgagee").  
U.S. BANK

WHEREAS, Grantors are the owners of certain property located within the urban growth area of 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 Grantor'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 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 25<sup>th</sup> day of August, 2010.

GRANTOR:

EMJ, LLC

By: [Signature]  
James R. Anderson, Managing Member

MORTGAGEE:

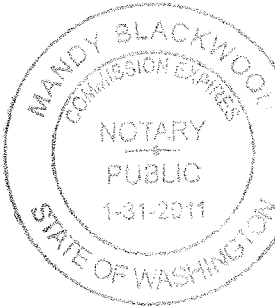
U.S. BANK  
~~Washington Mutual Bank~~

By: [Signature]  
Its [Signature]  
BY \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF WASHINGTON )  
                                  ) ss:  
COUNTY OF SNOHOMISH )

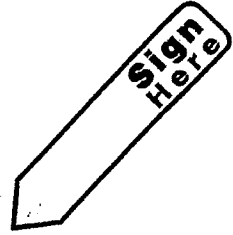
On this 25<sup>th</sup> day of August, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James R. Anderson, to me known to be the managing member of EMJ, LLC, the Washington limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes herein mentioned.

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 [Address]  
My commission expires: 1/31/11  
Printed name: MANDY BLACKWOOD

DATED this 25<sup>th</sup> day of August, 2010.



GRANTOR:  
EMJ, LLC

MORTGAGEE:  
U.S. BANK  
~~Washington Mutual Bank~~

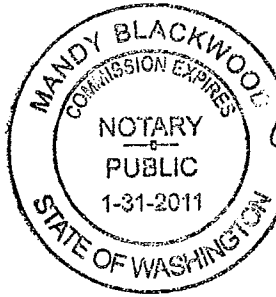
By: [Signature]  
James R. Anderson, Managing Member

By: [Signature]  
Its [Signature]  
VICE PRESIDENT

STATE OF WASHINGTON )  
                                      ) ss:  
COUNTY OF SNOHOMISH )

On this 25<sup>th</sup> day of August, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared James R. Anderson, to me known to be the managing member of EMJ, LLC, the Washington limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes herein mentioned.

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

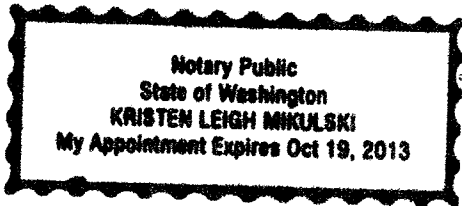


[Signature]  
NOTARY PUBLIC in and for the State of Washington, residing at [Address]  
My commission expires: 1/31/11  
Printed name: MADDY BLACKWOOD

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF SNOHOMISH )

On this 29 day of September, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN BORLANDO, to me known to be the VP of Washington U.S. BANK ~~Mutual 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 the seal affixed is the corporate seal of said corporation.

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



Kristen Leigh Mikulski  
NOTARY PUBLIC in and for the State of  
Washington, residing at US BANK  
My commission expires: 10/19/2013  
Printed name: KRISTEN LEIGH MIKULSKI

UTILITY EASEMENT

GRANTORS: EMJ, LLC.  
GRANTEES: City of Arlington.

LEGAL DESCRIPTION (abbrev.): Tract No. 2 as shown on the "Arlington Industrial Complex" record of survey filed under AFN 7905290175, SW1/4, SW1/4, Sec. 14 T31N, R5E

TAX PARCEL ID#: 31051400302800

Ownership of EMJ, LLC

Tract No.2, as shown and annotated on that certain survey known as "Arlington Industrial Complex", as recorded under Auditors File No. 7905290175, Records of Snohomish County, Washington.

Except those portions conveyed for road purposes.

Easement Area to City of Arlington

A 15.00 feet wide easement, lying 7.50 feet on each side of the following described centerline, in which the sidelines of said easement shall terminate at the property lines of the grantors land;

**Commencing** at the Southeast corner of the herein described "Tract No. 2"; thence South 87°47'55" West, along the south line of said Tract No. 2, a distance of 46.22 feet to the **True Point of Beginning**; thence North 45°00'12" East, a distance of 21.47 feet; thence North 3°57'54" West, a distance of 71.42 feet; thence North 30°27'51" West, a distance of 25.39 feet; thence North 46°52'59" West, a distance of 36.86 feet; thence North 2°49'37" West, a distance of 170.45 feet; thence North 40°43'51" East, a distance of 35.49 feet; thence North 87°16'46" East, a distance of 38.09 feet to the east line of said Tract No. 2 and the **terminus of this described centerline.**

**Also together with** the West 15.00 feet of the South 135.00 feet and the West 30.00 feet of the North 15.00 feet of the South 135.00 feet of said Tract No.2.

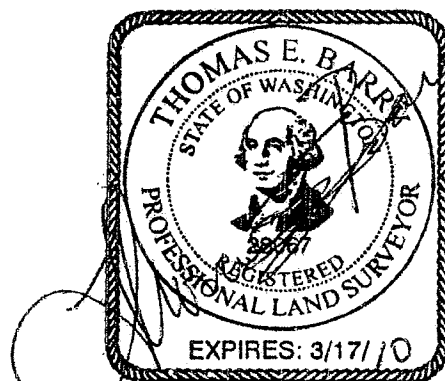
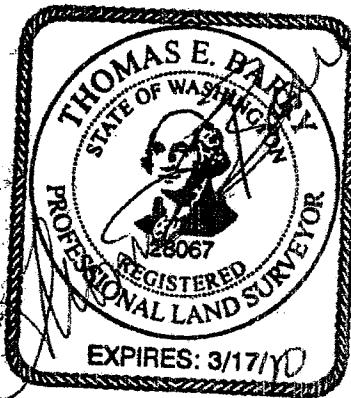


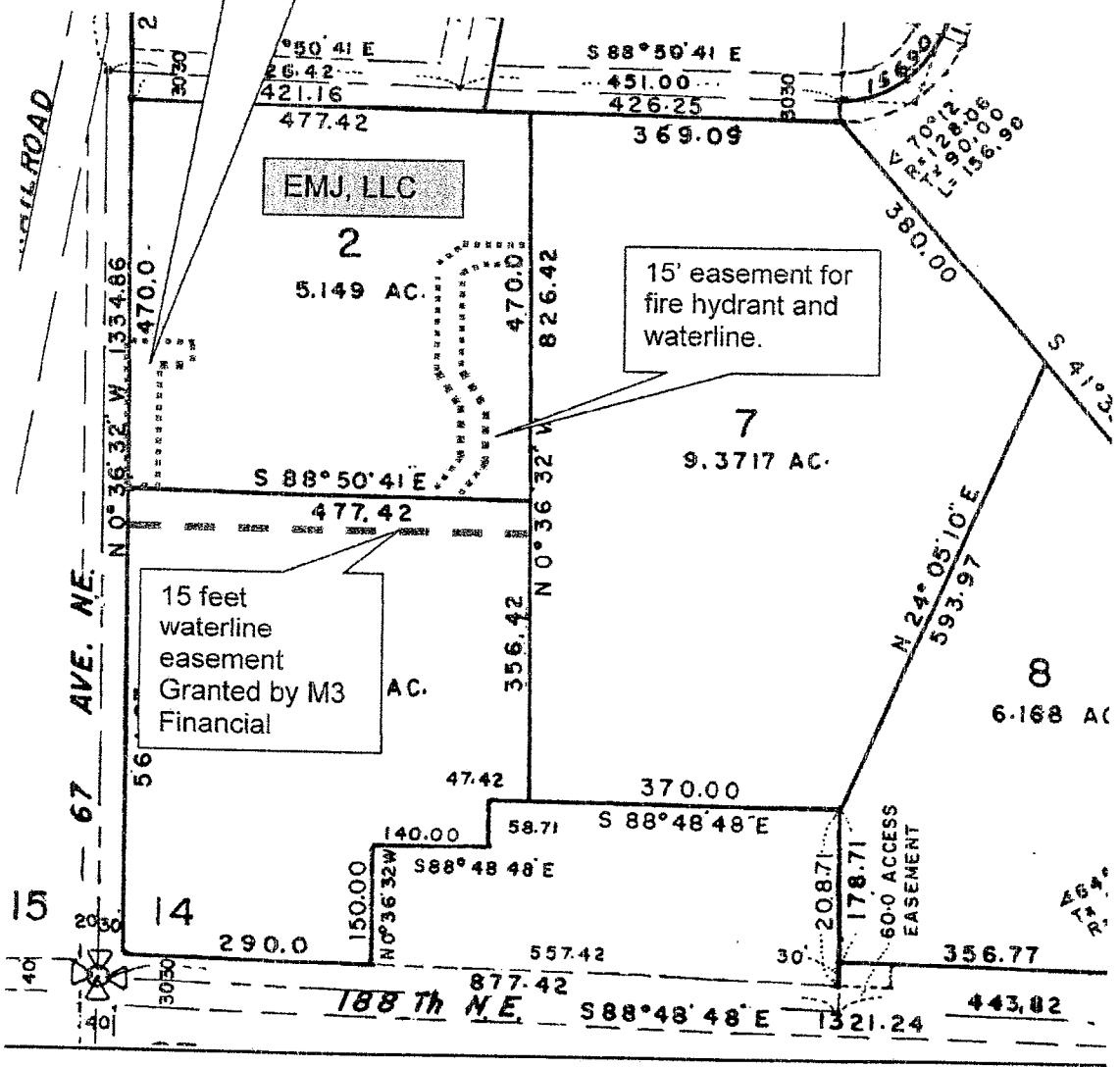
EXHIBIT A



West 15' of the south 135' and the north 15' of the west 30' for fire hydrant and waterline.

15' easement for fire hydrant and waterline.

15 feet waterline easement  
Granted by M3  
Financial



**CITY OF ARLINGTON WATERLINE EASEMENTS BASED ON AS-BUILT LOCATIONS DATED 6-07-08**