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 12/13/2010 2:33pm \$66.00  
 SNOHOMISH COUNTY, WASHINGTON

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 ARLINGTON, WA 98223

Our File No: 27-502

**NO EXCISE TAX  
 REQUIRED**

**DEC 13 2010**

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

<p><b>Document Title(s)</b> (or transactions contained therein):</p> <p>Easement - RE-RECORD</p>
<p><b>Grantor(s)</b> (Last name first, then first name and initials)</p> <p>Simpson, Richard Malin          Simpson, Dr. Irene O.</p>
<p><b>Grantee(s)</b> (Last name first, then first name and initials)</p> <p>City of Arlington</p>
<p><b>Legal Description</b> (abbreviated i.e. lot, block, plat or section, township, range, qtr./qtr.)</p> <p>Portion of SE corner of the NE qtr of NW qtr of Section 11, Township 31 North, Range 5 E., W.M.</p>
<p><b>Reference Number(s)</b> of Documents assigned or released:</p> <p>9210270617</p>
<p><b>Assessor's Property Tax Parcel/Account Number</b></p> <p>310511-002-007-00</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information</p>

Rec'd 11/11/10

95

NO EXCISE TAX  
REQUIRED

OCT 23 1992

KIRKE SIEVERS, Snohomish County Treasurer  
By KIRKE SIEVERS

9210270617

**EASEMENT**

THIS AGREEMENT, made this 28th day of September, 1992, by and between the City of Arlington, a municipal corporation of Snohomish County, Washington, hereinafter termed "Grantee" and Richard Malin Simpson and Dr. Irene O. Simpson, husband and wife, hereinafter termed "Grantor".

**WITNESSETH:**

That the said Grantor for valuable consideration does by these presents grant unto the Grantee a perpetual right-of-way or easement for storm sewer mains with the necessary appurtenances through, over and across the following described property situated in Snohomish County, Washington, more particularly described as follows:

The northerly 10 feet of the following described property: **Northeast BEGINNING** at a point 305 feet north of the Southeast corner of the Northwest quarter of the Northwest quarter of Section 11, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington;

- THENCE West 120 feet;
- THENCE North 140 feet;
- THENCE East 120 feet;
- THENCE South 140 feet to the POINT OF BEGINNING;

EXCEPT that portion conveyed to the State of Washington by deed recorded under Recording Number 1145623;

Situate in the County of Snohomish, State of Washington.

And also granting to the Grantee and to those acting under said Grantee the use of a twenty (20) foot temporary construction easement on and over the above described property more particularly described as the northerly 20 feet of the above-described property.

Said temporary construction easement shall remain in force during construction and until such time as the storm sewers and appurtenances have been accepted for maintenance and operation by the City of Arlington.

The City shall restore the temporary easement upon completion of the work. If, at the commencement of such work, the surface to be disturbed thereby has been landscaped, the City shall restore such landscaping to the condition existing prior to the commencement of the work, provided, however, that in no event shall the City be liable to restore any trees, not a part of the landscaping, destroyed or damaged by the work.

That said grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property for the purposes of operating, constructing, repairing, altering, or reconstructing said storm sewers and appurtenances, or making any connections therewith, without incurring any legal obligation or liability therefor; provided that such storm sewers and appurtenances shall be accomplished in such a manner that the private improvements existing in this right-of-way shall not be disturbed or destroyed, or in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee.

The Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation, operation and maintenance of the storm sewers and appurtenances and so long as no permanent buildings, rockeries, retaining walls, or similar structures are erected on said easement.

REC'D BY SNOHOMISH COUNTY CLERK. DEAN V. WILLIAMS, COUNTY CLERK

This easement shall inure to the benefit of and shall be binding upon the successors, heirs, and assigns of both parties hereto.

Additional easement stipulations are shown on Attachment "A".

x Richard M. Simpson

x Irene O. Simpson

Robert Kraski  
MAYOR, CITY OF ARLINGTON

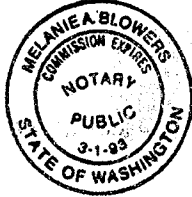
STATE OF WASHINGTON )

ss:

COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that RICHARD M. SIMPSON and IRENE O. SIMPSON, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9-28-92



Melania A. Blowers  
Notary Public in and for the State  
of Washington, residing at Mapleville

My Appointment Expires 3-1-93

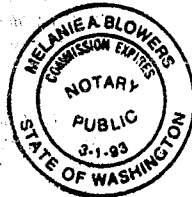
STATE OF WASHINGTON )

ss:

COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that ROBERT KRASKI, signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Arlington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-29-92



Melania A. Blowers  
Notary Public in and for the State  
of Washington, residing at Mapleville

My Appointment Expires 3-1-93

ATTACHMENT A

With reference to the attached storm sewer easement, the following conditions will be met while construction is being completed:

1. The City of Arlington will construct a storm sewer as agreed upon in the area in which an easement has been granted.
2. Upon completion of construction the easement area will be restored to its original condition. Additional landscape measures will be taken to enhance the property features.
3. All vegetation or other matter removed during construction will be replaced with mutually agreed upon materials of an equal value and will be obtained from a nursery or landscaping firm. Participation by students from the local high school horticulture program may be enlisted.
4. Particular attention will be given to the existing Walnut and other tree varieties located in or along the easement area. All work performed adjacent to the trees shall be completed by manual labor so as to preserve the existing condition of the trees.

DEAN Y. K...  
SNOWHORN...  
JEP *Deborah Halligan*

92 OCT 27 P1:40

RECORDED

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