

AFTER RECORDING, RETURN TO:

**CITY OF ARLINGTON
ENGINEERING DEPARTMENT
238 N. OLYMPIC AVENUE
ARLINGTON, WA 98223**

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10/21/2011 1:32pm \$67.00
SNOHOMISH COUNTY, WASHINGTON

OUR FILE NO. 27-544

SANITARY SEWER UTILITY EASEMENT

GRANTOR (S): Gray 1 Washington, LLC
GRANTEE (S): City of Arlington, Washington
LEGAL (Abbrev.): A portion of the NW Quarter of 25-31-5
ASSESSOR'S TAX #: 31052500200100
REFERENCE #:

COPY

THIS AGREEMENT is made and entered into this 6th day of, October 2011 by and between Gray 1 Washington, LLC, (hereinafter "Grantors") and the City of Arlington, Washington (hereinafter "City").

WHEREAS, Grantors are the owners of certain property located within the City of Arlington, Washington; 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:

UTILITY EASEMENT

RECEIVED

OCT 24 2011

Bailey, Duskin, Peiffle & Canfield

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, 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.

ACKNOWLEDGMENT

State of California
County of San Diego)

On October 6, 2011 before me, Teresa Jacoby
(insert name and title of the officer)

personally appeared Keith J. Horne,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Teresa Jacoby (Seal)



Exhibit A

Grantor: Grayl Washington LLC

Grantee: City of Arlington

A 10 feet wide easement for sewer line purposes and the appurtenances thereto, over, under, across and through that portion of property located completely within the Northeast Quarter of the Northwest Quarter of Section 25, Township 31, Range 5 East, W.M., situated in the County of Snohomish, State of Washington, described as follows;

Beginning at the Northeast Corner of the Northwest Quarter of Section 25, Township 31, Range 5 East; thence North $89^{\circ}15'33''$ West, for a distance of 1018.2 feet along the north line of said Section 25; thence South $0^{\circ}53'20''$ West for a distance of 74.864 feet to the **True Point of Beginning**; Thence North $89^{\circ}31'35''$ West for a distance of 10 feet; thence South $2^{\circ}5'36''$ East for a distance of 10 feet; thence South $89^{\circ}31'35''$ East for a distance of 10 feet; thence North $2^{\circ}5'36''$ West for a distance of 10 feet to the True Point of Beginning.

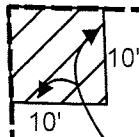
172ND ST NE

SR 531

Current WSDOT
Right-of-Way

SR 9

Future WSDOT
Right-of-Way



Area of Described
Easement



0 5 10 20 Feet

Scale: 1 inch = 20 feet

City of Arlington
10' Sewer Utility Easement
A PORTION OF THE NE1/4 OF THE NW1/4
OF SEC. 25, TWP. 31 N., RGE. 5 E., W.M.
CITY OF ARLINGTON, SNOHOMISH COUNTY,
WASHINGTON

Prepared: 11/29/2010
Cartographer: lb
Gray1WashingtonDrwg8.5x11_10.mxd