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9303110006

**NO EXCISE TAX  
REQUIRED**

MAR 10 1993

West Ave.

2-PR

KIRKE SIEVERS, Snohomish County Treasurer  
By KIRKE SIEVERS

**EASEMENT**

**THIS AGREEMENT**, made this 22nd day of January 1993, by and between the City of Arlington, a municipal corporation of Snohomish County, Washington, herein termed "Grantee", and Charles Gillock and Tom Cook, hereinafter termed "Grantor".

**WITNESSETH:**

That the said Grantor, for valuable consideration, does by these presents grant, bargain, sell, convey, and confirm unto the Grantee a perpetual right-of-way or easement for street improvements, sidewalk and necessary appurtenances through, over, and across the following described property situated in Snohomish County, Washington, more particularly described as follows:

The easterly 2 feet of the following described property:

Lot 2, Block 3, Wrage Addition to Arlington, Snohomish County, Washington, as per plat recorded in Volume 5 of Plats, page 17, Records of Snohomish County.

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 fifteen (15) foot temporary construction easement on and over the above described property, more particularly described as the easterly fifteen (15) feet of the above described property.

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

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 street improvements, sidewalk and appurtenances, without incurring any legal obligation or liability therefor; provided that such street improvements, sidewalk 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 street improvements, sidewalk and appurtenances and so long as no permanent buildings, rockeries, retaining walls or similar structures are erected on said easement.

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

x Charles Gillock  
x Tom Cook  
x [Signature]  
MAYOR - CITY OF ARLINGTON



RECORDED

93 MAR 11 AM 9:00

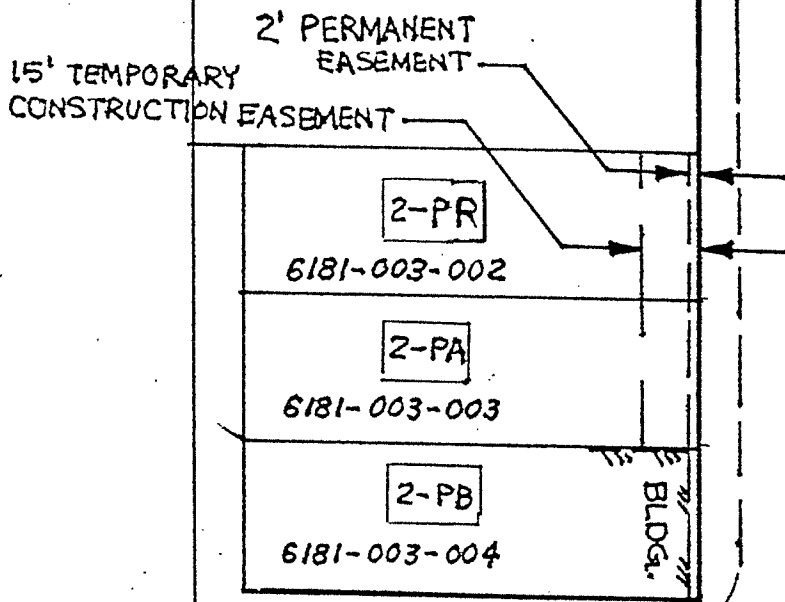
DEAN W. WILLIAMS, AUDITOR  
SNOHOMISH COUNTY, WASH.

DEED  
*Cheryl Gallagher*

WRAGE ADDITION  
TO ARLINGTON



WEST AVENUE



FIFTH STREET

9303110006