

NO EXCISE TAX  
REQUIRED

MAR 10 1993

West Ave.

3-P

KIRKE SIEVERS, Snohomish County Treasurer  
By KIRKE SIEVERS

EASEMENT

THIS AGREEMENT, made this 11<sup>th</sup> day of JANUARY  
1993, by and between the City of Arlington, a municipal corporation of Snohomish  
County, Washington, herein termed "Grantee", and DAVID R. GILROY  
and MARY ANN GILROY, 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 northerly 25 feet of the easterly 15 feet of the following described property:

That portion of Section 2, Township 31 North, Range 5 East, W.M., described as follows:

Beginning at the southeast corner of southeast 1/4 of the southwest 1/4;

Thence north along the north and south centerline of Section 2 for 297 feet;

Thence west 60.5 feet, more or less, to west line of West Avenue extended, the True Point of Beginning;

Thence west 236.5 feet;

Thence north 130 feet;

Thence east to a point on the west side of West Avenue extended which is N 3°12'30" W from True Point of Beginning;

Thence S 3°12'30" E along said west line of West Avenue to True Point of Beginning;

EXCEPT State Highway 1-A;

EXCEPT portion, if any, used for West Avenue.

Relinquishment of access to State Highway and of light, view and air by deed to the State of Washington recorded July 21, 1955, under Recording No. 1152904.

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 easterly twenty (20) feet of the above described property. EXCLUDING THE EXISTING STRUCTURE.

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

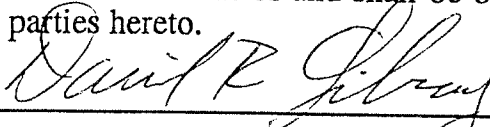
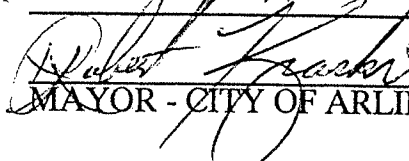
RECORDER  
93 MAR 11 AM 9:08  
DEAN V. WILLIAMS  
SNOHOMISH COUNTY  
WASHINGTON  
CLERK  
DEPUTY  
Amg  
David R. Gilroy  
Mary Ann Gilroy

MAG  
DRG

destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee.

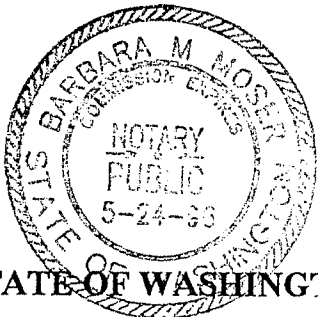
The Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation, operation and maintenance of the street improvements, sidewalk and appurtenances and so long as no permanent buildings, rockeries, retaining walls or similar structures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

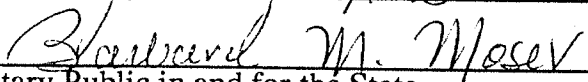
This easement shall inure to the benefit of and shall be binding upon the successors, heirs, and assigns of both parties hereto.

  
 \_\_\_\_\_  
 MRS MARY ANN GILROY  
 \_\_\_\_\_  
  
 MAYOR - CITY OF ARLINGTON

STATE OF WASHINGTON )  
   SS:  
 COUNTY OF SNOHOMISH )

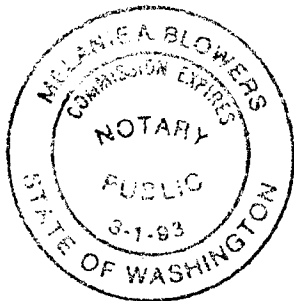
I certify that I know or have satisfactory evidence that DAVID R GILROY and MARY ANN GILROY signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

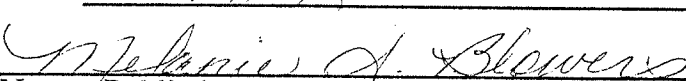


Dated January 11, 1993  
  
 Notary Public in and for the State of Washington, residing at Arlington  
 My Appointment Expires 5-24-96

STATE OF WASHINGTON )  
   SS:  
 COUNTY OF SNOHOMISH )

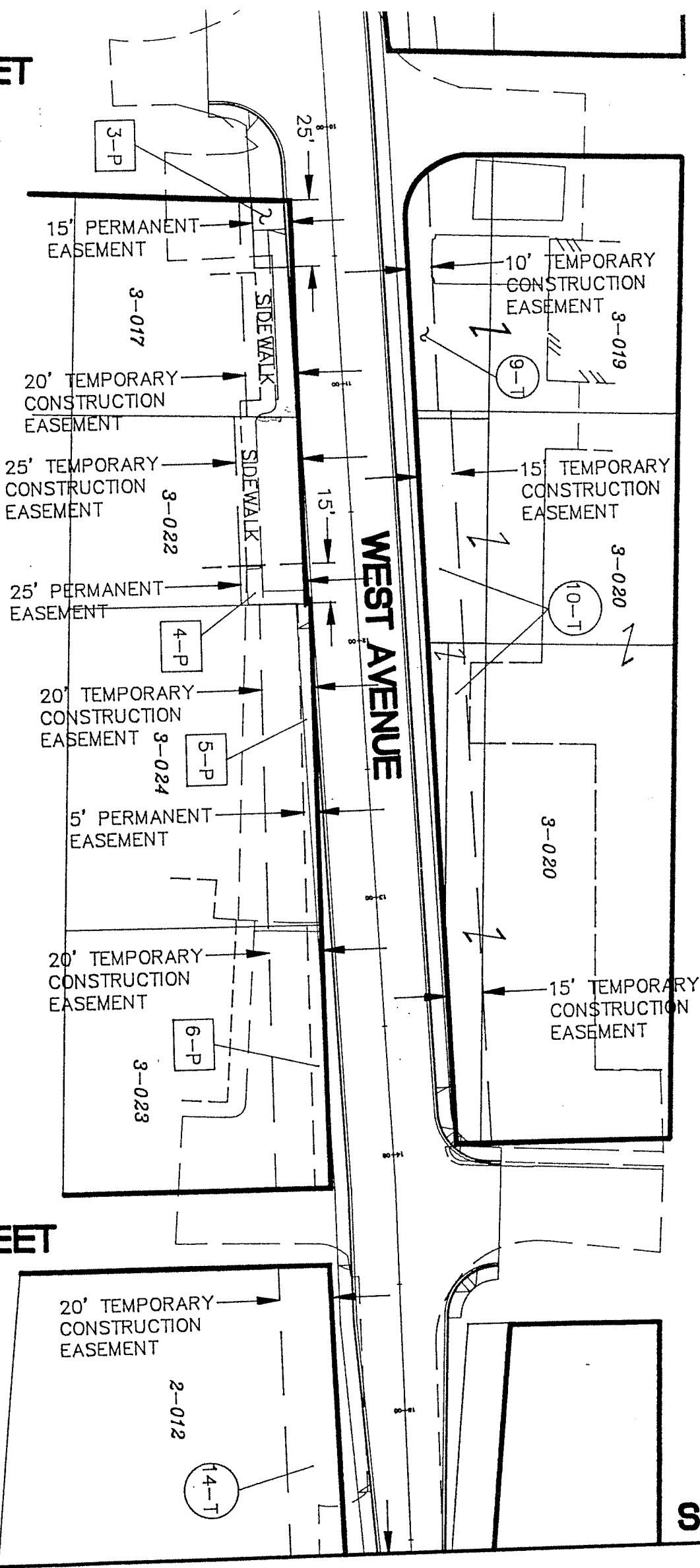
I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Arlington to be the free and voluntary act of such party for the uses and purposes mentioned in the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



Dated 1-11-93  
  
 Notary Public in and for the State of Washington, residing at Mt Rainier  
 My Appointment Expires 3-1-93

9303110008

1 STREET



100' BURLINGTON NORTHERN  
RAILROAD R.O.W.

RD STREET

LINE

SEE SHEET 2

9303110008