

NO EXCISE TAX  
REQUIRED

9

9303110010

MAR 10 1993

West Ave.

KIRKE SIEVERS, Snohomish County Treasurer  
By KIRKE SIEVERS

EASEMENT

7-P

THIS AGREEMENT, made this 5<sup>th</sup> day of January  
19 93, by and between the City of Arlington, a municipal corporation of Snohomish  
County, Washington, herein termed "Grantee", and James A Nelson  
and \_\_\_\_\_, 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:

Beginning at the northeast corner of the SE 1/4 of the NW 1/4 of Section 11, Township 31 North, Range 5 East, W.M.;

Thence S 04°23'00" W along the easterly line of the SE 1/4 of the NW 1/4 of said Section 11, a distance of 100 feet;

Thence N 88°12'00" W parallel to the northerly line of the SE 1/4 of the NW 1/4 of said Section 18.4 feet to the True Point of Beginning;

Thence N 88°12'00" W parallel to the northerly line of the SE 1/4 of the NW 1/4 of said Section 383.69 feet;

Thence S 44°56'00" E 284.19 feet, more or less, to a point on the westerly boundary line of the Kellogg-Marsh-Arlington Road, (also known as 67th Avenue N.E.);

Thence in a northeasterly direction along said boundary line on a curve to the right bearing 42°26'00" an arc distance of 96.46 feet;

Thence on a curve to left bearing 04°11'24" an arc distance of 178.65 feet, more or less, in a northeasterly direction parallel to and 16 feet westerly from the west boundary line of the Northern Pacific Railroad Company's right-of-way to the True Point of Beginning;

EXCEPT that portion thereof conveyed to the State of Washington by deed recorded under Auditor's File No. 1258313, record of Snohomish County, known as State Road No. 9;

Situate in the County of Snohomish, State of Washington.

Exceptions:

Reservations contained in deed recorded in Volume 172 on page 344.

Relinquishment of access to State Highway No. 1A, and of light, view and air by deed to the State of Washington recorded October 28, 1957 under Recording No. 1258313.

The right to drain all road and streets over and across any lot where water might take a natural course after roads are graded in. No land drainage shall be diverted to public road rights-of-way nor shall it be diverted or blocked from draining along its normal course. Any enclosing of drainage waters in culverts or drains or re-routing across lots shall be at the expense of the land owner. All as dedicated on the face of the plat.

Right of the public to make necessary slopes for cuts or fills upon property herein described in the reasonable original grading of streets, avenues, alleys and roads, as dedicated in the plat.

Terms and conditions contained in Deed to the State of Washington recorded under Auditor's File No. 1258313.

Grant of Communication System Easement imposed by instrument recorded on May 2, 1991, under Recording No. 9105020184.

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.

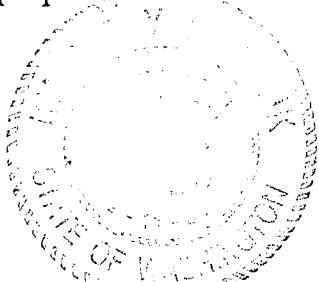
The Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation, operation and maintenance of the street improvements, sidewalk and appurtenances and so long as no permanent buildings, rockeries, retaining walls or similar structures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

*James P. Nelson*  
\_\_\_\_\_  
*Robert Kraski*  
\_\_\_\_\_  
MAYOR - CITY OF ARLINGTON

STATE OF WASHINGTON )  
  ss:  
COUNTY OF SNOHOMISH )

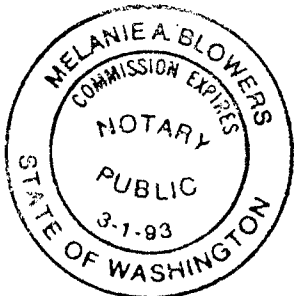
I certify that I know or have satisfactory evidence that \_\_\_\_\_  
James Nelson and \_\_\_\_\_  
signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 1-5-93  
Kimberly M Yunk  
Notary Public in and for the State  
of Washington, residing at Arlington  
My Appointment Expires 2-11-94

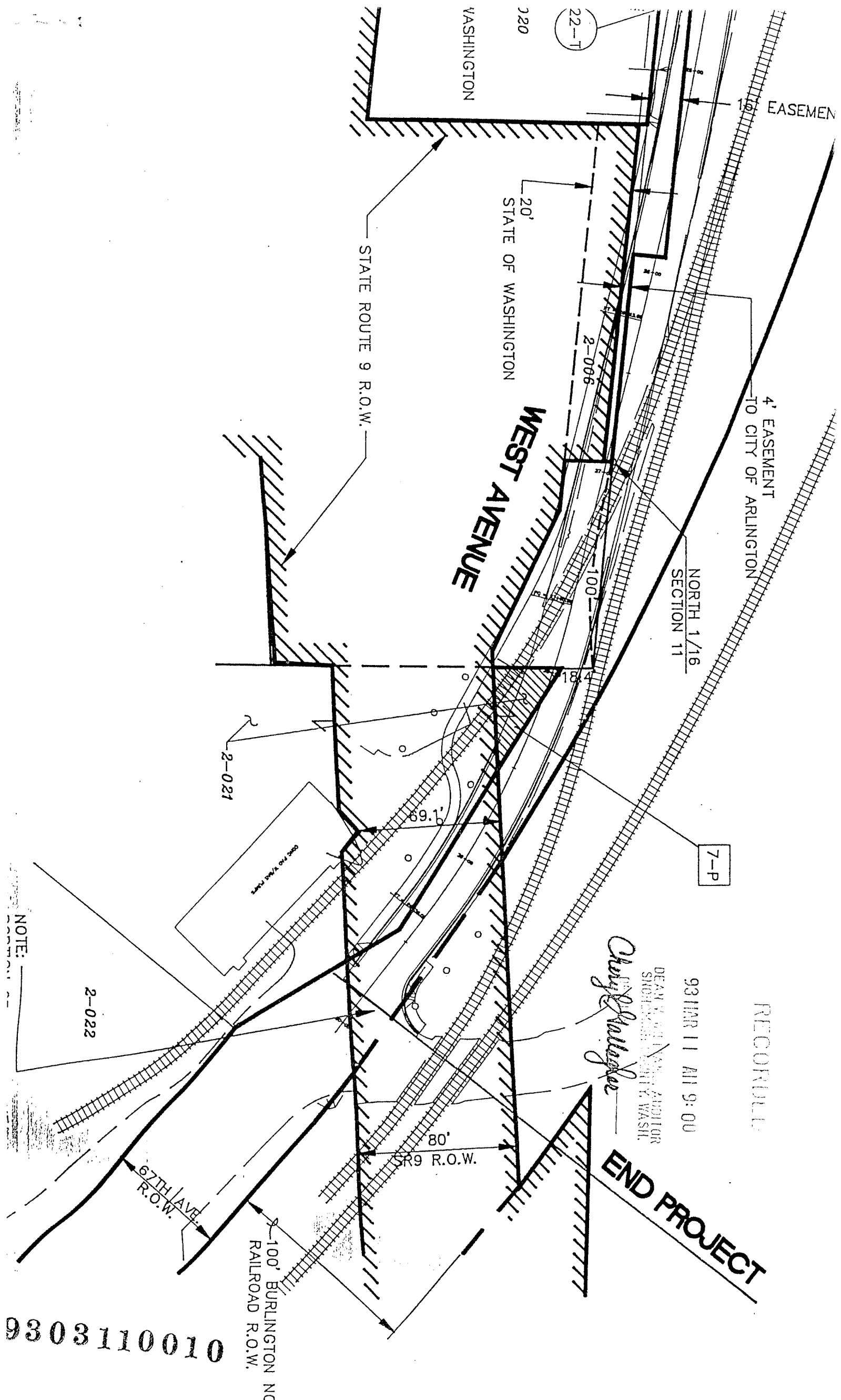
STATE OF WASHINGTON )  
  ss:  
COUNTY OF SNOHOMISH )

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 January 11, 1993  
Melanie A. Blowers  
Notary Public in and for the State of  
Washington, residing at Mariposa, Ca.  
My Appointment Expires 3-1-93

9303110010



9303110010

NOTE: