

200109140234

**NO EXCISE TAX
REQUIRED**

SEP 14 2001

AFTER RECORDING, RETURN TO

BAILEY, DUSKIN & PEIFFLE
P.O. BOX 188
ARLINGTON, WA 98223

BOB DANTINI, Snohomish County Treasurer
By BOB DANTINI



200109140234
09/14/2001 11:02 AM Snohomish
P.0005 RECORDED County

UTILITY EASEMENT

GRANTOR(S): Emerald Industrial Center, LLC

**RECORDER'S NOTE:
PORTIONS OF THIS DOCUMENT
ARE POOR QUALITY FOR SCANNING**

GRANTEE(S): City of Arlington

**LEGAL (Abbrev.): Portion of SE 1/4 of SE 1/4 of Section 15, Township 31 North,
Range 5 East, W.M.**

ASSESSOR'S TAX #: 310515-004-012-01

REFERENCE #:

THIS AGREEMENT is made and entered into this 7 day of Sept, 2001. by and between Emerald Industrial Center, LLC (hereinafter "Grantors"), the City of Arlington, Washington (hereinafter "City"), and N/A (hereinafter referred to as Mortgagee")

WHEREAS, Grantor is the owner of certain property located within the City of Arlington,
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

1 Grant of Easements by Grantor to the City

1.1 Grantor conveys and grants to the City of Arlington, its successors and assigns and permittees and licensees, a perpetual easement for ingress, egress and utilities and the

Unofficial Document

ent

right, privilege and authority to construct, alter, improve, repair, operate and maintain sanitary sewer lines, 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

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 the 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

DATED this 7 day of SEPT, 2001.

GRANTOR:

By: EMERSON INDUSTRIAL MANAGER COMPANY
[Signature]

By: [Signature]

MORTGAGEE

By: _____

By: _____

UTILITY EASEMENT

2

200109140234

Unofficial Document

ent

Exhibit "A"

A perpetual **easement** for ingress, egress and utilities and the right, privilege and authority to construct, alter, improve, repair, operate and maintain sanitary sewer lines, and appurtenances, over under and across **that portion** of the Southeast Quarter of the Southeast Quarter of Section 15, Township 31 North, Range 5 East, W M , described as follows;

Beginning at the intersection of the West right-of-way margin of 66th Ave N.E., and the South line of the North 579 00 feet of said subdivision, thence North 88°09'02" West along said South line for a distance of 338 21 feet; thence North 1°50'58" East perpendicular to said South line for a distance of 148 32 feet; thence South 88°08'15" East for a distance of 10.00 feet; thence South 1°50'58" West perpendicular to said South line for a distance of 144.81 feet, thence South 88°09'02" East parallel with said South line for a distance of 328 77 feet to said West right-of-way, thence South 11°00'40" West along said West right-of-way for a distance of 3.55 feet to the **Point of Beginning**

Unofficial Document

200109140234

ent

STATE OF WASHINGTON)
) ss
County of Snohomish)

On this day personally appeared before me Melton Davis

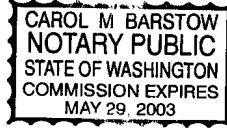
To me known to be the individual as described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as a free and voluntary act and deed for the purposes therein mentioned

Given under my hand and official seal this 7th day of September, 2001

Carol M. Barstow
Notary Public in and for the State of Washington

CAROL M. BARSTOW
Print Name

Residing at Arlington



STATE OF WASHINGTON)
) ss
County of Snohomish)

On this day personally appeared before me Curtis Koala

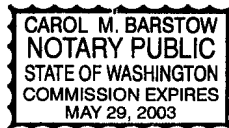
To me known to be the individual as described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as a free and voluntary act and deed for the purposes therein mentioned

Given under my hand and official seal this 7th day of September, 2001

Carol M. Barstow
Notary Public in and for the State of Washington

CAROL M. BARSTOW
Print Name

Residing at Arlington



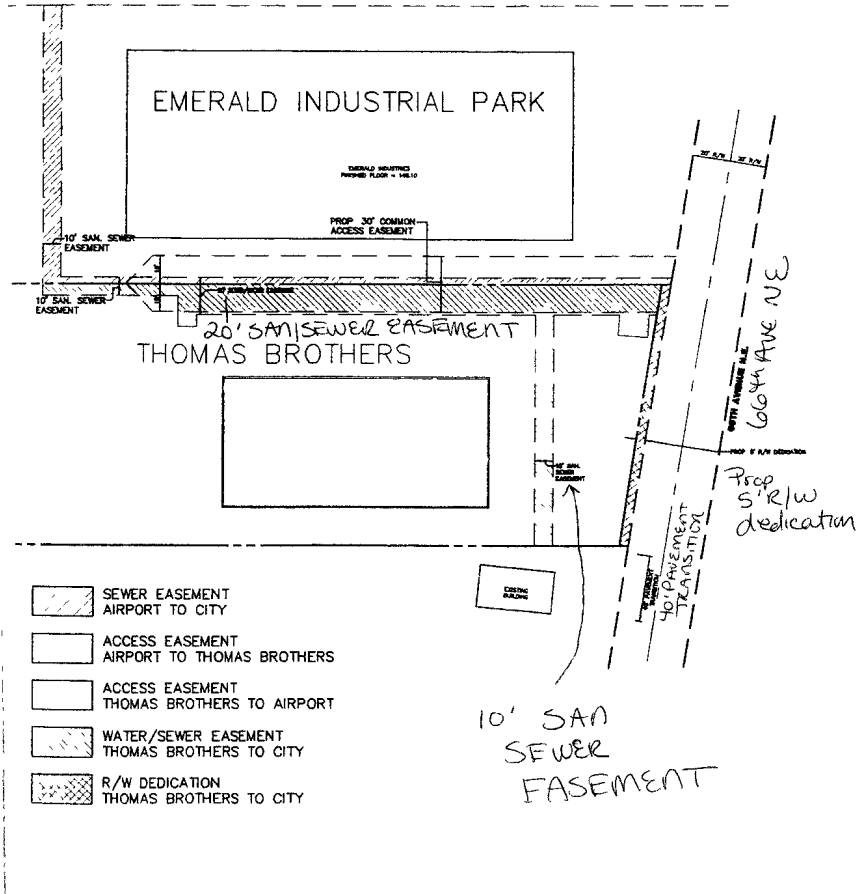
200109140234

Official Document

ent

NDY
HAVE NOT FOUND A A F NUMBER FOR THIS EASMENT IT WAS
SUBSCRIBED AS SHOWN ON OUR SEPA SITE PLAN FOR THE EMERALD
INDUSTRIAL PARK - PHASE II

20 FOOT EASEMENT GRANTED FOR UTILITIES OF ALL SORTS, INCLUDING BUT NOT
LIMITED TO WATER, SEWER, GAS, ELECTRICAL AND TELEPHONE LINES, POLES,
APPURTENANCES, AND FOR THE PURPOSE OF PROVIDING A MEANS OF ACCESS TO
THE SAID UTILITIES FOR THE INSTALLATION, REPAIR, MAINTENANCE AND OPERATION
OF SAID UTILITIES, AND FOR FIRE TRUCKS AND EQUIPMENT



200109140234