

## RETAINING WALL EASEMENT

This Easement ("Easement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **Gleneil Diversified Industries, LLC, a Washington limited liability company** ("GRANTOR"), and **Snohomish County, a political subdivision of the State of Washington** ("GRANTEE").

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, described as follows (hereinafter "Property") and more specifically defined on the attached Exhibit A:

**Tax Parcel Number:** 31051500401400

**Legal Description:** See Exhibit "A"

WHEREAS, the Grantee is desirous of acquiring certain privileges across, under, and upon the Property for construction of a retaining wall and retaining wall anchors (aka tie-backs) that will extend under the Property.

NOW, THEREFORE, the Parties agree as follows:

1. **Right to Enter Property and Perform Work.** Grantor hereby grants to Grantee, its agents, contractors, successors and assigns, a nonexclusive easement over and upon the real property described above for the exclusive purpose of performing the following work:

**CONSTRUCTION, MAINTENANCE AND OPERATION OF RETAINING WALL AND INSTALLATION OF TIEBACK ANCHORS.**

Grantee may use the Premises for the Permitted Uses and for no other use or purpose without the Grantor's written consent, which shall not be unreasonably withheld. Grantee shall be responsible for the performance and costs and expenses of construction, maintenance and operation of the retaining wall contemplated herein, as determined by Grantee in its sole discretion.

2. **Consideration.** The GRANTEE shall pay GRANTOR the sum of Twenty-Eight Thousand Two Hundred Thirty-Eight Dollars and no/100 (\$28,238.00) for the rights granted in this Easement. GRANTEE shall make payment to the GRANTOR on or before the Commencement Date.

3. **Compliance with Easement Terms and Conditions.** GRANTEE agrees to comply with all terms and conditions of this Easement. GRANTEE shall respect and protect all property, contracts, persons, and attendant rights that might be affected by the work authorized herein.

4. **Indemnification and Hold Harmless GRANTEE agrees:**

a. As consideration for the rights granted hereunder, the Grantee agrees to indemnify, defend and hold harmless the Grantor from any and all claims for injuries or damages (including reasonable attorneys' fees) that may in any manner directly or indirectly arise out of the construction, repairs, maintenance, appurtenances constructed or placed on the premises by GRANTEE or patrolling of the property pursuant to this Easement or out of the operations of the Grantee pursuant to this Easement; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by sole negligent acts or omissions of the Grantor, its officers, employees and/or agents.

b. Solely and expressly for purposes of its duties to indemnify and hold harmless the Grantor as set forth above, the Grantee specifically waives any immunity, as respects the Grantor only, it might have under the state industrial insurance law, RCW Title 51, in the event that a claim is made against the Grantor for an injury to any employee of the Grantee. THE GRANTEE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

c. The provisions of this Section shall survive the expiration or termination of this Easement with respect to any event occurring prior to such expiration or termination.

d. Nothing contained in this section or Easement shall be construed to create a liability or a right of indemnification by any third party.

5. Insurance. Snohomish County (Grantee) maintains a fully funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property, automobile liability, professional liability, and workers compensation. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The Grantor acknowledges, agrees and understands that the County is self-funded for all its liability exposures.

The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Easement. The Grantee agrees to provide at least 30 calendar days prior written notice of any material change in its self-funded program and, if requested, will provide a letter of self-insurance as adequate proof of coverage. The Grantor further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the County does not have the ability to add any party as an additional insured.

6. No Interest in Property. GRANTEE agrees that GRANTEE does not and shall not at any time claim any interest or estate of any kind or extent whatsoever in the Property by virtue of this Easement or the work authorized by this Easement.

7. No Interference or Obstruction. Except as necessary to construct, maintain, and operate the retaining wall contemplated herein, GRANTEE agrees that it will not interfere or obstruct the GRANTOR'S use of the Property.

8. Nonexclusive Nature of Rights and Privileges. The rights and privileges granted under this Easement to GRANTEE are nonexclusive. This Easement does not prohibit GRANTOR from granting other Easements or rights of like nature to other public or private entities.

9. GRANTEE Termination of Easement. The GRANTEE may terminate the Easement by written notice to the Grantor at this address:

Gleneil Diversified Industries, LLC  
19604 67<sup>th</sup> Avenue NE  
Arlington, WA 98223  
Attn: Aaron Zachary, President

10. Erosion and Hazardous Materials. GRANTEE shall take all necessary measures and follow all applicable laws to prevent erosion and spills of any hazardous materials and noxious waste substances onto the premises and to keep the premises free from any debris and waste.

12. Restoration and Repair. In the event that any damage of any kind is caused by GRANTEE in the course of performing work authorized by this Easement, GRANTEE will repair the damage at its sole cost and expense. If the Property is not restored within a mutually agreed timeline, GRANTOR may complete the work and upon demand GRANTEE shall pay to the GRANTOR all reasonable and appropriate costs of such work, including materials and other expenses. GRANTEE agrees not to disturb any pre-existing critical areas on the Property except as authorized under applicable County and State law, including but not limited to SCC 30.62A.510. Any disturbance of these areas by GRANTEE except as permitted by law will require GRANTEE to restore critical areas at GRANTEE'S sole cost and expense and upon final approval of GRANTOR.

13. Assignment, Successors and Assigns. All of the provisions of this Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

14. Compliance with Laws. Grantee shall comply with all federal, state and local laws, rules, and regulations, executive orders, policies, guidelines, and requirements applicable to Grantee's use and occupation of the Easement.

15. Complete Agreement. This Easement represents the complete agreement of the parties regarding the matters described herein. There are no other verbal or written agreements regarding the rights and obligations set forth herein, except as contained in this Easement. This Easement may only be modified by a written document signed by the parties.

16. Severability. If any provision of this Easement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the validity of the remaining provisions of this Easement.

17. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

18. Authority. Each party signing this Easement if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

**GRANTOR: GLENEIL DIVERSIFIED INDUSTRIES, LLC**

\_\_\_\_\_  
BY \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

**GRANTEE: SNOHOMISH COUNTY**

\_\_\_\_\_  
BY \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

Approved as to form:

**Guadamud,** Digitally signed by  
**Rebecca** Guadamud, Rebecca  
Date: 2025.07.02 14:22:22  
-07'00'  
\_\_\_\_\_  
Rebecca Guadamud Date  
Deputy Prosecuting Attorney

Insurance approval:

\_\_\_\_\_  
Keith Mitchell Date  
Risk Management

**GRANTOR: GLENEIL DIVERSIFIED INDUSTRIES, LLC**

BY \_\_\_\_\_

**TITLE** \_\_\_\_\_

DATE \_\_\_\_\_

**GRANTEE: SNOHOMISH COUNTY**

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

Approved as to form:

Insurance approval:

Mitchell, Keith

Digitally signed by Mitchell, Keith  
Date: 2025.07.03 10:15:46 -07'00'

Rebecca Guadamud  
Deputy Prosecuting Attorney

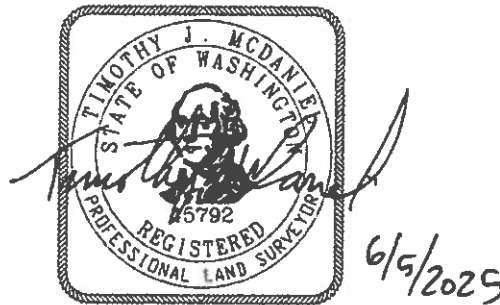
Date \_\_\_\_\_

**Keith Mitchell**  
**Risk Management**

Date \_\_\_\_\_

**EXHIBIT 'A'**  
**TIEBACK EASEMENT LEGAL DESCRIPTION**  
(ACROSS PARCEL NO. 310515004014)

THE NORTH 50 FEET OF THE WEST 300 FEET OF THE EAST 450 FEET OF THE NORTHEAST  
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 31 NORTH, RANGE 5 EAST  
OF THE WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON.



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TIMOTHY J. MCDANIEL, PLS  
WASHINGTON STATE REGISTRATION NO. 45792



## EXHIBIT 'B'

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 15,  
TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN,  
CITY OF ARLINGTON, SNOHOMISH COUNTY, WASHINGTON

TPN 310515001015

NORTH LINE OF THE SE 1/4  
OF SECTION 15, T31N, R5E

PROPOSED RETAINING  
WALL AT ARLINGTON  
OPERATIONS CENTER

OHE OHE OHE OHE  
TPN 310515004014

50'

PERMANENT TIEBACK  
EASEMENT AREA

TPN 310515004016

67TH AVE. NE

GRAPHIC SCALE



( IN FEET )  
1 inch = 100ft.



PROJECT: ARLINGTON OPERATIONS  
CENTER REDEVELOPMENT  
PROJECT#: UPI 13-0083 (CUZ CONCRETE)  
TIEBACK EASEMENT EXHIBIT

APEX JOB NO: 38090

DATE: 06/05/2025

DRAWN BY: TJM

CHECKED BY: TJM

DWG. NO: 38090-01.DWG

SCALE: 1"=100'



**Apex**  
Engineering

2601 SOUTH 35th, SUITE 200  
TACOMA, WA 98409  
(253) 473-4494