

AFTER RECORDING, RETURN TO

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SNOHOMISH COUNTY, WASHINGTON

**CITY OF ARLINGTON  
DEVELOPMENT SERVICES  
238 N. OLYMPIC AVENUE  
ARLINGTON, WA 98223**

OUR FILE NO. 27-431

**NO EXCISE TAX  
REQUIRED**

**JAN 16 2007**

BOB DANTINI, Snohomish County Treasurer  
By BOB DANTINI

**UTILITY EASEMENT**

**GRANTOR(S):** Knutson, Neil K. & Knutson, Charlotte J., husband & wife  
**GRANTEE(S):** City of Arlington  
**LEGAL (Abbrev.):** Portion of SW ¼ of Sec. 16, T. 31 N, R. 5 E., W.M.  
**ASSESSOR'S TAX #:** 31051600301900

**REFERENCE #:**

THIS AGREEMENT is made and entered into this 8<sup>th</sup> day of November, 2006, by and between Neil K Knutson & Charlotte J Knutson, husband and wife, (hereinafter "Grantor"), and the City of Arlington, Washington (hereinafter "City")

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 utilities and the right, privilege and authority to construct, alter, improve, repair, operate and maintain a storm sewer and sanitary sewer lines, and/or water lines, pipes 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, provided, however, that Grantor shall have the right to construct upon the easement area a fence complying in all respects with the Arlington Municipal Code, and provided further, that Grantor shall have the right to install landscaping upon the easement area, so long as said landscaping shall not include trees or bushes with deep running roots which might interfere with utility lines. Following any maintenance or repairs to the utility lines on the easement area, the surface area shall be restored to a condition equal or better than the condition it was in prior to the maintenance or repairs.

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 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 8<sup>th</sup> day of November, 2006

GRANTOR

GRANTEE

CITY OF ARLINGTON

By Neil K. Knutson  
Neil K Knutson

By Margaret Larson  
Margaret Larson, Mayor

By Charlotte J. Knutson  
Charlotte J Knutson

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH)

On this 15<sup>th</sup> day of November 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Neil K. Knutson and Charlotte J. Knutson, to me known to be the individual(s) that executed the foregoing instrument and acknowledged the said instrument to be their free and voluntary act, for the uses and purposes herein mentioned

Witness my hand and official seal hereto affixed the day and year first above written



Carla Driscoll  
NOTARY PUBLIC in and for the State of Washington, residing at Stanwood  
My commission expires 5-19-10  
Printed name Carla Driscoll

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH)

On this 8 day of November, 2006, before me personally appeared Margaret Larson, to me known to be the Mayor of the City of Arlington, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument and the seal affixed is the corporate seal of said corporation



Katie Granado  
NOTARY PUBLIC in and for the State of Washington, residing at Arlington  
My commission expires 3-9-07  
Printed name Katie Granado

Legal Description  
September 20, 2006

EXHIBIT "A"

UTILITY EASEMENT

THE WESTERLY 10.00 FEET OF LOT 3 OF SNOHOMISH COUNTY SHORT PLAT  
ZA 8911475, RECORDED UNDER AUDITOR'S FILE NUMBER 92012701250,  
RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF  
THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 31 NORTH, RANGE 5  
EAST, W M , SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF  
WASHINGTON