

AFTER RECORDING, RETURN TO:

CITY OF ARLINGTON
PUBLIC WORKS
238 N. OLYMPIC AVENUE
ARLINGTON, WA 98223

OUR FILE NO. _____



201506150477 5 PGS
06/15/2015 1:51pm \$76.00
SNOHOMISH COUNTY, WASHINGTON

NO EXCISE TAX
REQUIRED

JUN 15 2015

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

UTILITY EASEMENT

GRANTOR(S): Jessup, Bradley J., a married man as to his separate property

GRANTEE(S): City of Arlington

NE SW SECTION

LEGAL (Abbrev.): Ptn ~~SW~~ S. 11, T31N., R5E

ASSESSOR'S TAX #: 00560500000206

REFERENCE #:

THIS AGREEMENT is made and entered into this 29TH day of MAY, 2015, by and between Bradley J. Jessup, a married man (hereinafter "Grantor") and City of Arlington, Washington (hereinafter "Grantee").

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 Grantors to the City.

- 1.1 Grantor conveys and grants to the Grantee, its successors and assigns and permittees and licensees, and to any other provider of electrical, telecommunications, or other utility service, a perpetual easement for ingress, egress and utilities and the right, privilege and authority to construct, alter, improve, repair, operate and maintain storm sewer and sanitary sewer lines, and/or water lines, electrical 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, or other construction of any nature on said easement; provided, however, that Grantor shall have the right to make any use of the easement area not inconsistent with the Grantee's rights hereunder.

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.

EXHIBIT A
EASEMENT LEGAL DESCRIPTION

The East 12.00 feet of the following:

The North 69.4 feet of West 104 feet of Tract 2 of Rose Armstrong's Suburban Acre Tracts to Arlington, as per plat recorded in Volume 6 of Plats, Page 18, records of Snohomish County Auditor;

EXCEPT any portion thereof, if any, lying North of an existing fence established as the North boundary line of said premises by that certain agreement recorded December 02, 1949 in Volume 444 of Deeds, Page 22, under Auditor's File Number 936639, records of said County.

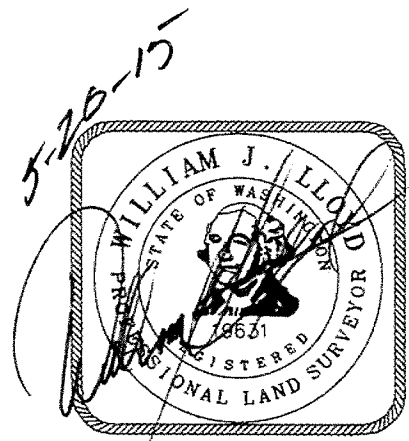
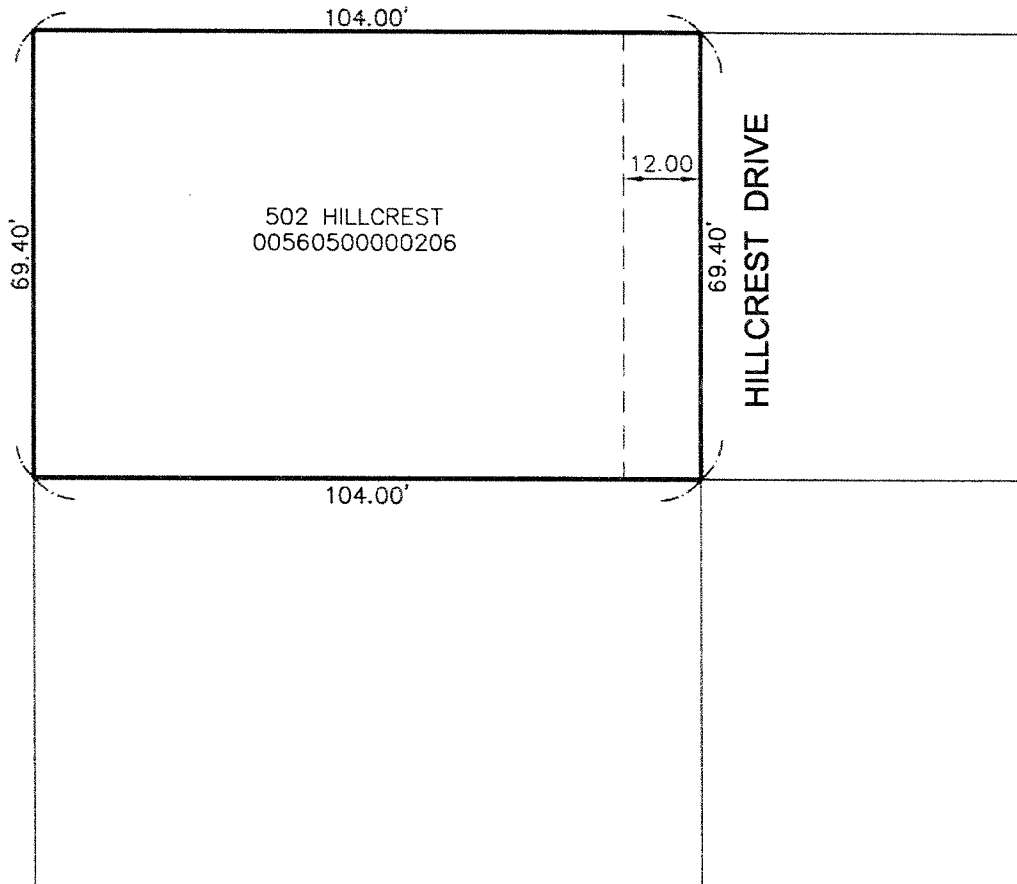
All lying within the Northeast quarter of the Southwest quarter of Section 11, Township 31 North, Range 5 East, W.M.

Situate in the City of Arlington, County of Snohomish, State of Washington



5-20-15

EXHIBIT B



1 inch = 30 ft.

JOB NO.: 20511 DATE: 5/20/2015 DWN. BY: LAF
PORT'N NE1/4, SW1/4, SEC.11, TWP.31N, RGE.5E, W.M.

SKETCH FOR:
CITY OF ARLINGTON

**CASCADE
SURVEYING AND
ENGINEERING, Inc.**

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ARLINGTON, WA
(360) 435-5551