

11/10/10
\$24,540

AFTER RECORDING, RETURN TO:

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

CONFORMED COPY
201809270154 4 PGS
09/27/2018 11:06am \$102.00
SNOHOMISH COUNTY, WASHINGTON

OUR FILE NO.

UTILITY EASEMENT

GRANTOR(S): Michele M. Nelson
GRANTEE(S): City of Arlington
LEGAL (Abbrev.): Ptn SW ¼ Section 21, T31N., R. 5 E
ASSESSOR'S TAX #: 31052100305600 (portion of)
REFERENCE #: N/A

THIS AGREEMENT is made and entered into this 7th day of September 2018, by and between Michele M. Nelson, a single person, (hereinafter "Grantor") and the City of Arlington, Washington, a municipal corporation of the state of Washington (hereinafter "Grantee").

WHEREAS, Grantor is the owner of certain property located within the City of Arlington; described as follows;

Lot 2 of Short Plat No. SP 297 (9-86), according to the Plat thereof recorded under Auditor's File No. 8712160272 and corrected by instrument recorded under Auditor's File No. 9401280140, records of Snohomish County, Washington, being a portion of the Southeast Quarter of the Southwest Quarter, Section 21, Township 31 North, Range 5 East of the Willamette Meridian;

and WHEREAS, Grantor wishes to grant an easement to the Grantee;

NOW, THEREFORE, for payment of the sum of \$24,540.00 and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

No. 10050511 9/27/2018 10:47 AM 441.81
Thank you for your payment.
BRUCE

1. Grant of Easement by Grantors to the City.

- 1.1 Grantor conveys and grants to the Grantee, its successors and assigns and permittees and licensees, a perpetual easement for the purposes of a water pipeline and its appurtenances, over, under and across Grantor's property legally described as follows:

The South 15.00 feet of Lot 2 of Short Plat No. SP 297 (9-86), according to the Plat thereof recorded under Auditor's File No. 8712160272 and corrected by instrument recorded under Auditor's File No. 9401280140, records of Snohomish County, Washington, being a portion of the Southeast Quarter of the Southwest Quarter, Section 21, Township 31 North, Range 5 East of the Willamette Meridian;

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 line and appurtenances, as shown on the attached **Exhibit B**, incorporated by reference herein, 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.
- 1.3 The Grantor agrees that the compensation paid by the City for this easement shall be credited towards the purchase price of future right of way acquisition, should the City acquire the same property for future right of way needs.

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 07 day of September, 2018.

GRANTOR:

Michele M. Nelson
Michele M. Nelson

This record was acknowledged before me on 9-7-2018 by Michele M. Nelson.
(date) (name)

Wendy Van Der Meersche
Notary Public for the State of Washington
My Commission Expires: 12-19-18





ZONING
MODERATE DENSITY
RESIDENTIAL

A.F.N. 8712160272

31052100304100
OLYMPIC PIPELINE COMPANY

31052100305600
NELSON MICHELE M
17406 43RD AVE NE

31052100303800
HAMPTON LARRY
17404 43RD AVE NE

31052100305400
HEGWALD ROY D
4125 172ND ST NE

31052100304300
CORP OF PRESIDING BISHOP OF LDS
17222 43RD AVE NE

10'

10'



LEGEND:

EASEMENT AREA



S.W. ¼ SECTION 21 , TWP 31 N, R 05 E, W.M.

PROJECT PARCEL #2

TAX # 31052100305600

PARCEL ADDRESS:

17406 43RD AVE NE
ARLINGTON, WA 98223

OWNER:

MICHELE NELSON
17406 43RD AVE NE
ARLINGTON, WA 98223

REV. 00 7/09/18

7/09/2018

*ORIGINAL AREA	=	21,695 S.F.
EASEMENT AREA	=	2,454 S.F.
REMAINING AREA	=	16,820 S.F.

Exhibit B

* approximate per public record dimension

**CITY OF ARLINGTON
PUBLIC WORKS**

**CITY OF ARLINGTON
173rd St. NE
WATERLINE EXTENSION P.W.#:**