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AFTER RECORDING, RETURN TO:

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

201506150460 5 PGS  
06/15/2015 1:37pm \$76.00  
SNOHOMISH COUNTY, WASHINGTON

OUR FILE NO. \_\_\_\_\_

**UTILITY EASEMENT**

**GRANTOR(S):** Wujick, Mary, a single woman

**GRANTEE(S):** City of Arlington

NE SW SECTION

**LEGAL (Abbrev.):** Ptn ~~SW 1/4~~ S. 11, T31N., R5E

**ASSESSOR'S TAX #:** 0056050000201

**REFERENCE #:**

THIS AGREEMENT is made and entered into this 22 day of May, 2015, by and between Mary Wujick, a single woman (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 of \$100, 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.

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.

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DATED this 22 day of May, 2015.

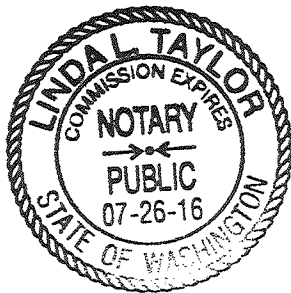
GRANTOR:

Mary Wujick
Mary Wujick

STATE OF WASHINGTON )
) ss:
COUNTY OF SNOHOMISH )

On this 22 day of May, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary Wujick, known to me to be the individual described herein and who executed the within and foregoing instrument, and on oath stated that she is authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument..

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



Linda L Taylor
NOTARY PUBLIC in and for the State of Washington, residing at Arlington
My commission expires: 7-26-2016
Printed name: Linda L Taylor

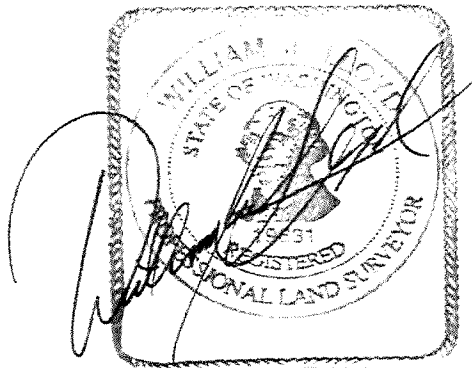
**EXHIBIT A**  
**EASEMENT LEGAL DESCRIPTION**

The West 12.00 feet of the following:

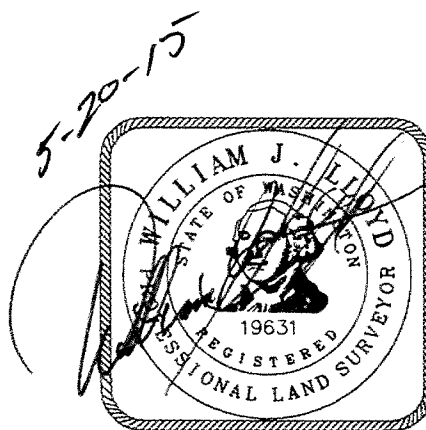
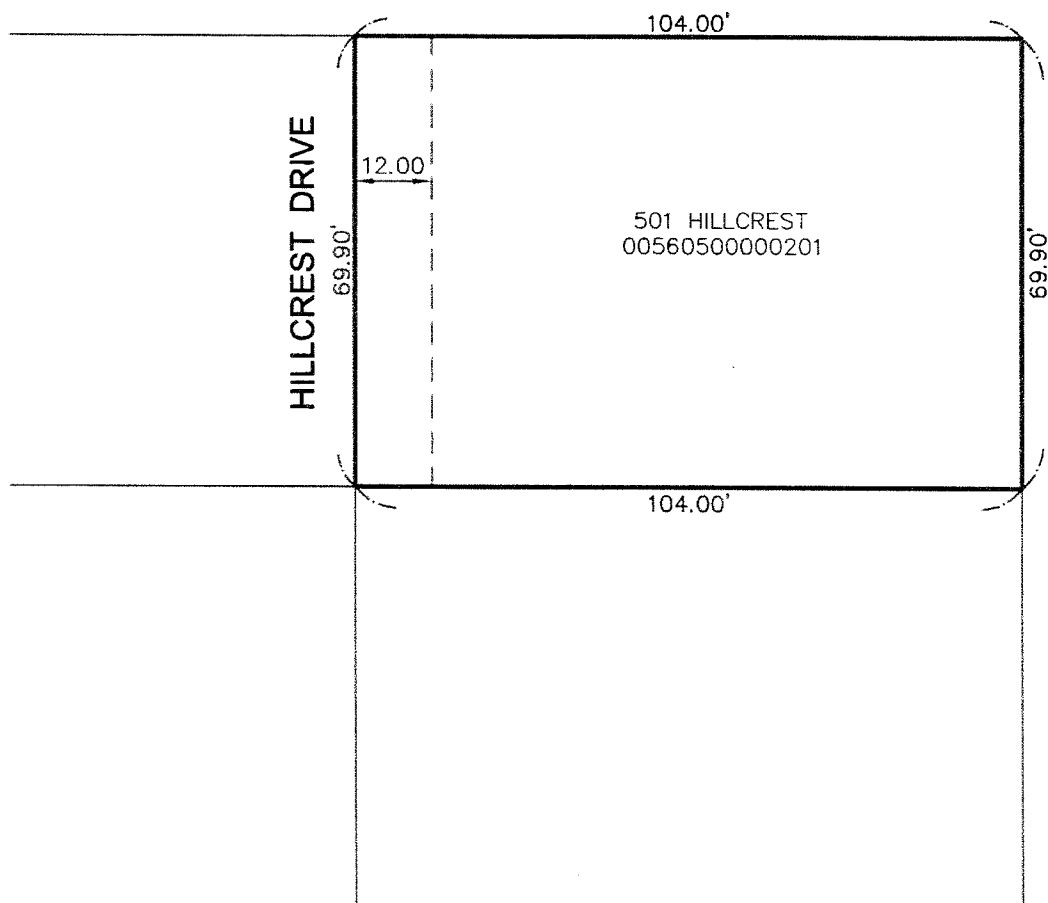
**BEGINNING** at the Southeast corner of Lot 2 of Rose Armstrong's Suburban Acre Tracts, as per plat recorded in Volume 6 of Plats on Page 18, records of Snohomish County; thence North along the East line of said tract for 138.8 feet to the **TRUE POINT OF BEGINNING**; thence continuing North along the East line for 69.9 feet; thence West parallel with the South line 104 feet; thence South parallel with the East line of said tract for 69.9 feet; thence East parallel with the South line of said tract for 104 feet to the **TRUE POINT OF BEGINNING**, **EXCEPT** any portion thereof lying Northerly of the boundary fence as determined by the Boundary Line Agreement recorded under Auditor's File Number 936638, subject to easement dated June 3, 1947, granted to Puget Sound Power & Light Co., recorded August 12, 1947, under Auditor's File Number 853007, records of said County.

Being a portion of the Northeast quarter of the Southwest quarter of Section 11, Township 31 North, Range 5 East, W.M.

Situate in the County of Snohomish, State of Washington



# 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.**

P.O. BOX 326  
ARLINGTON, WA

(360) 435-5551