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07/09/2015 1:50pm \$76.00
SNOHOMISH COUNTY, WASHINGTON

AFTER RECORDING, RETURN TO:

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

OUR FILE NO. 27-643

**NO EXCISE TAX
REQUIRED**

JUL 09 2015

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

UTILITY EASEMENT

GRANTOR(S): Mcafee, Shawn K. & Marlee A., H & W

GRANTEE(S): City of Arlington

LEGAL (Abbrev.): Ptn SW ¼ S. 11, T31N., R5E

ASSESSOR'S TAX #: 00560500000203

REFERENCE #:

THIS AGREEMENT is made and entered into this 10 day of July 2015, by and between Shawn K. & Marlee A. Mcafee, husband and wife (hereinafter "Grantor") and the 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.

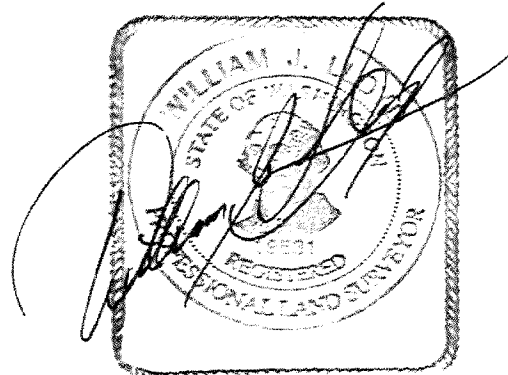
EXHIBIT A
EASEMENT LEGAL DESCRIPTION

The West 12.00 feet of the following:

BEGINNING at the Southeast corner of Lot 2, Rose Armstrong's Suburban Acre Tracts; thence North along East line of said subdivision 69.4 feet; thence West parallel with the South line of said subdivision 104 feet; thence South parallel to said East line 69.4 feet; thence East along said South line to **POINT OF BEGINNING**, according to the plat thereof, recorded in Volume 6 of Plats, Page 18, records of Snohomish County, Washington.

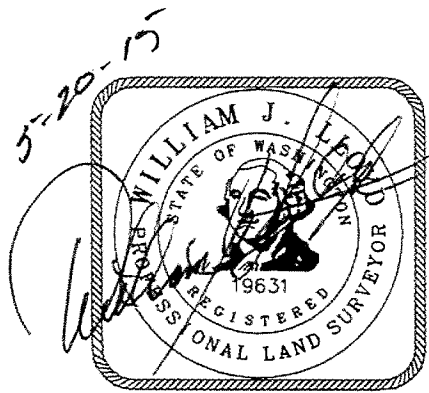
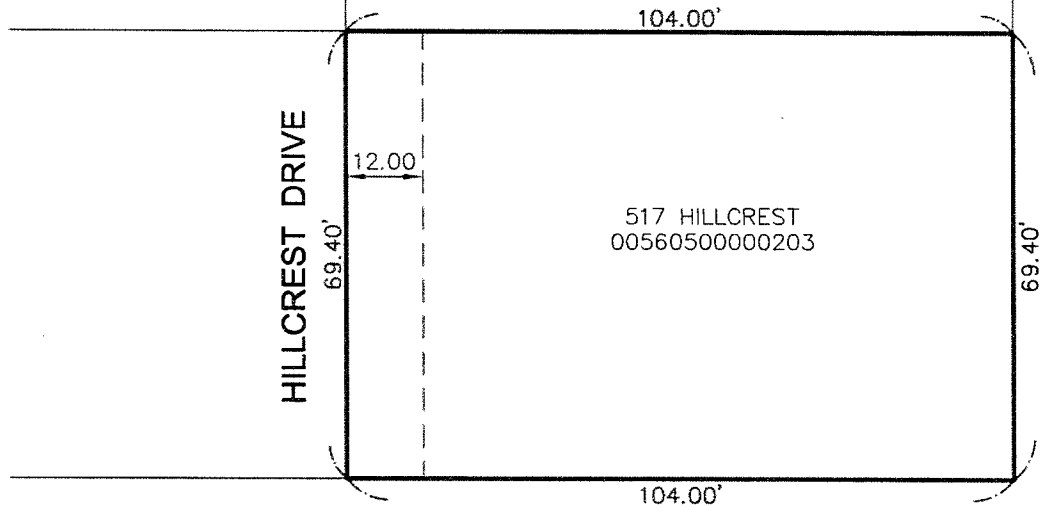
All lying within the Northeast quarter of the Southwest quarter of Section 11, Township 31 North, Range 5 East, W.M.

Situate in the County of Snohomish, State of Washington



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.

P.O. BOX 326
ARLINGTON, WA

(360) 435-5551