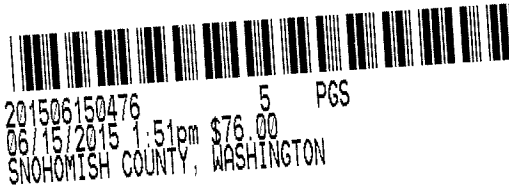


AFTER RECORDING, RETURN TO:

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



OUR FILE NO. _____

NO EXCISE TAX
REQUIRED

JUN 15 2015

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

UTILITY EASEMENT

GRANTOR(S): Petersen, Darryl M. & Sherylene M., H & W

GRANTEE(S): City of Arlington
NE SW SECTION

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

ASSESSOR'S TAX #: 00560500000204

REFERENCE #:

THIS AGREEMENT is made and entered into this 29 day of MAY, 2015, by and between Darryl M. Petersen and Sherylene M. Petersen, husband and wife (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.

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 28 day of MAY, 2015.

GRANTOR:

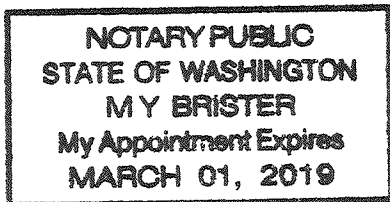
D. M. Petersen
Darryl M. Petersen

Sherylene M. Petersen
Sherylene M. Petersen

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

On this 28 day of May, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Darryl M. Petersen and Sherylene M. Petersen, known to me to be the individuals described herein and who executed the within and foregoing instrument, and on oath stated that they are authorized to execute the instrument and acknowledged it to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument..

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



M.Y. Brister
NOTARY PUBLIC in and for the State of Washington, residing at Arlington
My commission expires: March 1, 2019
Printed name: M.Y. Brister

**EXHIBIT A
EASEMENT LEGAL DESCRIPTION**

The East 12.00 feet of the following:

Portion of Lot 2 of Rose Armstrong's Suburban Acre Tracts to Arlington, according to the plat thereof recorded in Volume 6 of Plats, Page 18, records of Snohomish County, Washington, described as follows:

BEGINNING at the Southwest corner of said Lot 2; thence North along the West line of said subdivision 69.4 feet; thence East parallel with the South line of subdivision 104 feet; thence South parallel with said West line 69.4 feet; thence West along said South line to **POINT OF BEGINNING**.

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

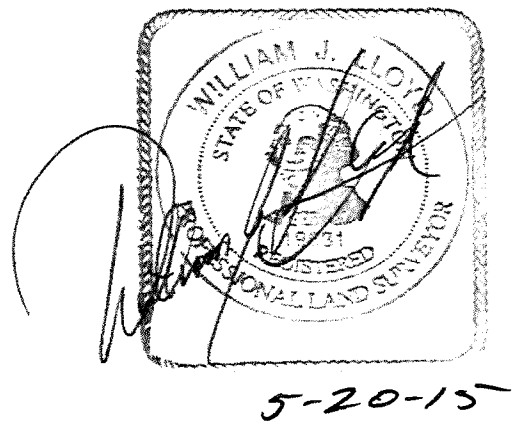
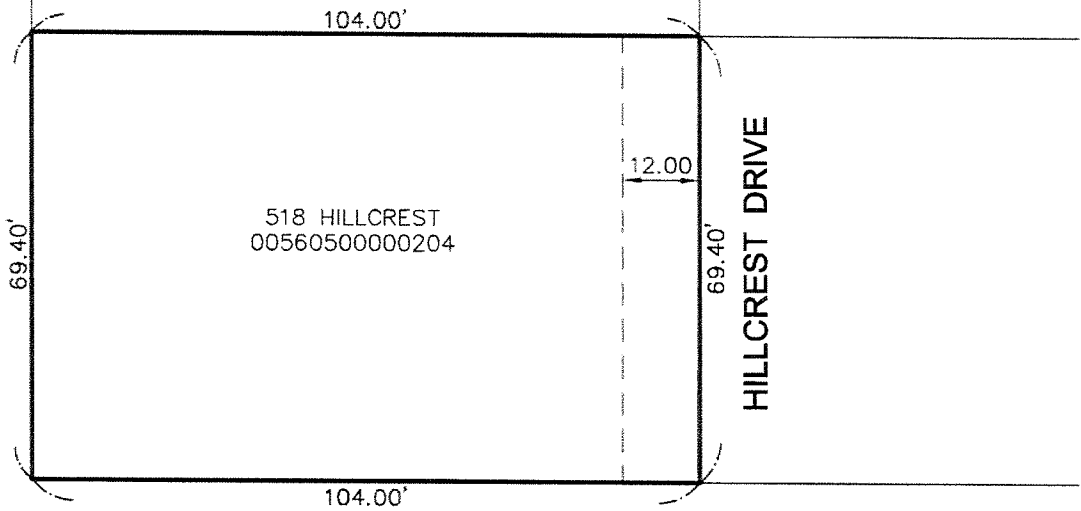
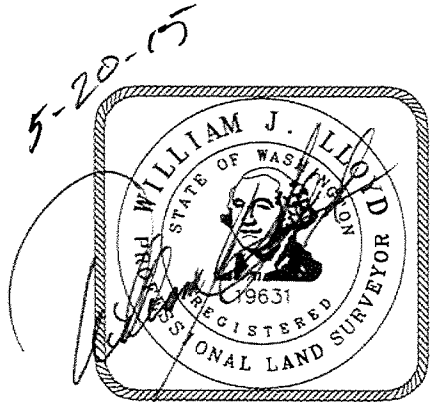


EXHIBIT B



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