

AFTER RECORDING, RETURN TO:

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

OUR FILE NO. 27-643



201509210331 3 PGS
09/21/2015 1:32pm \$74.00
SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX
REQUIRED**

SEP 21 2015

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

UTILITY EASEMENT

GRANTOR(S): Merz, Douglas & Judi, h&w
GRANTEE(S): City of Arlington
LEGAL (Abbrev.): Lots 11 & 12, Cedar Village Estates
ASSESSOR'S TAX #: 006459 000 002 00

THIS AGREEMENT is made and entered into this 10th day of July, 2015, by and between Douglas Merz and Judi Merz, 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 and in consideration of the mutual benefits to each party, 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 grant to the Grantee, its successors and assigns and permittees and licensees, 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:

Lots 11 & 12, Cedar Village Estates, according to the Plat thereof recorded in Volume 3 of Plats, pages 59 & 60, records of Snohomish County, Washington, situate in the county of Snohomish, State of Washington;

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 10th day of July, 2015.

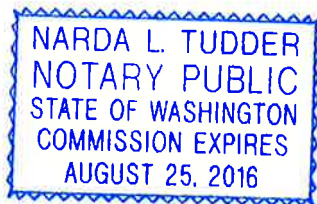
GRANTOR:

Douglas Merz
Douglas Merz
Judi Merz
Judi Merz

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

On this 10th day of July, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Douglas Merz and Judi Merz, known to me to be the individuals described herein and who executed the within and foregoing instrument, and on oath stated that he/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.



Narda L Tudder
NOTARY PUBLIC in and for the State of
Washington, residing at Marysville, WA
My commission expires: 08/25/2016
Printed name: Narda L Tudder