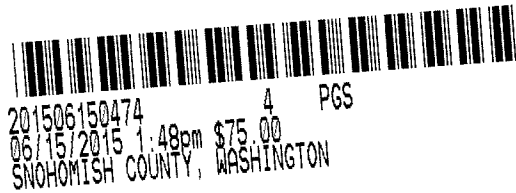


AFTER RECORDING, RETURN TO:

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): Pederson, John K., a single man

GRANTEE(S): City of Arlington

LEGAL (Abbrev.): Lot 9 McPherson Heights-^{NE QTR SE QTR}~~SW~~ Sec 11 T31N R5E

ASSESSOR'S TAX #: 00663200000900

REFERENCE #:

THIS AGREEMENT is made and entered into this 2 day of June 2015, by and between John K. Pederson, a single man (hereinafter "Grantor") and City of Arlington, Washington (hereinafter "Grantee").

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

Lot 9, Plat of McPherson Heights, as recorded in Volume 37 of Plats at page 185, records of Snohomish County, Washington, 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 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:

The East 12.00 feet of Lot 9, Plat of McPherson Heights, as recorded in Volume 37 of Plats, page 185, records of Snohomish County, Washington, as measured perpendicular to and being parallel with the east line of said Lot 9. (as shown on the attached "Utility Easement Exhibit")

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.

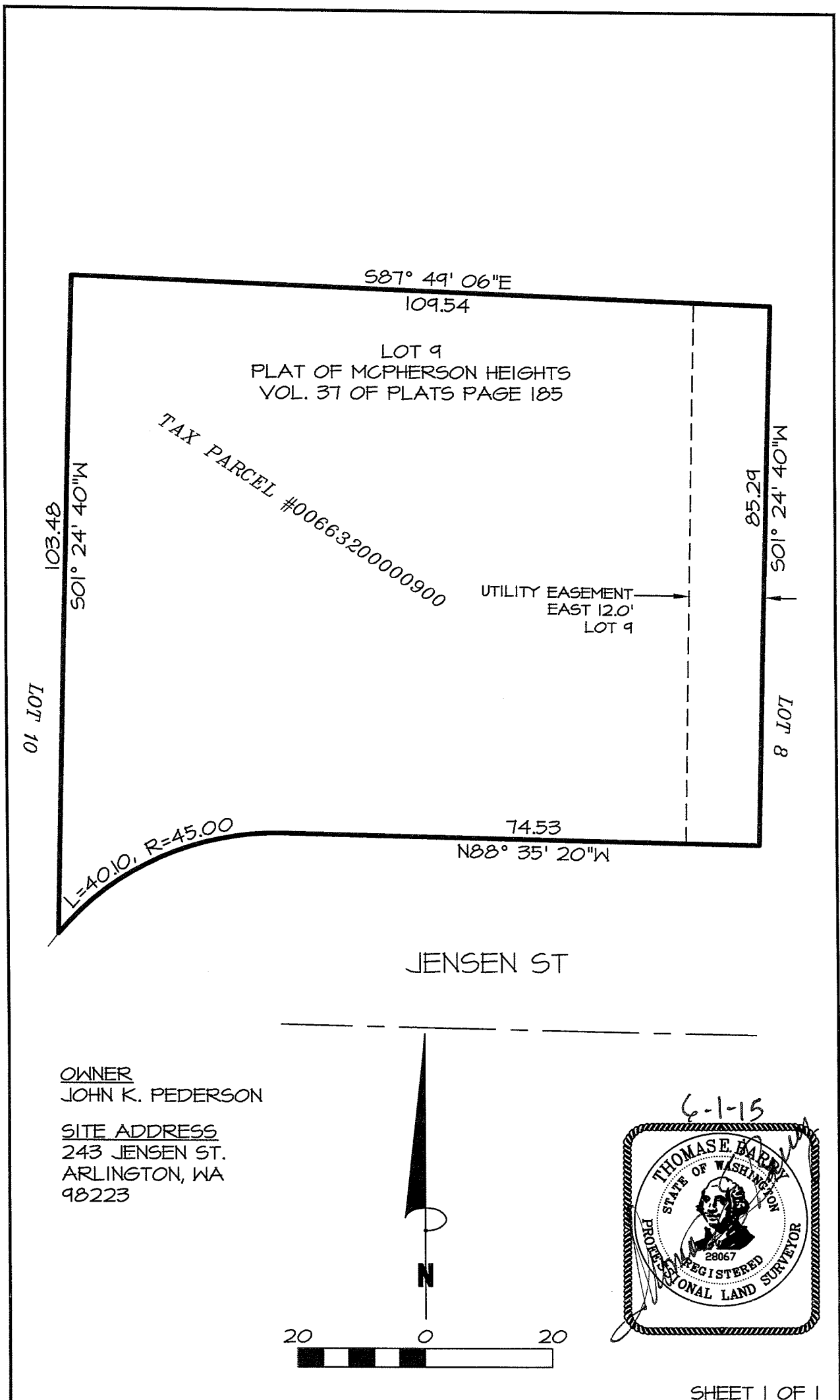
- 1.2 The Grantor reserves the right to use the surface of the above-described easement in any manner now existing, but shall not erect any buildings, structures, or other construction of any nature on said easement; provided, however, that Grantor shall have the right to make any use of the easement 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.

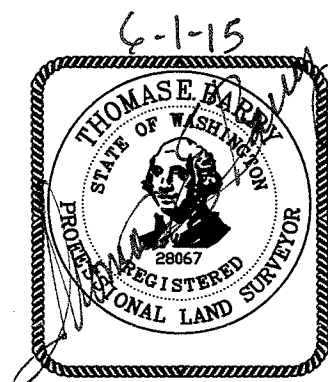
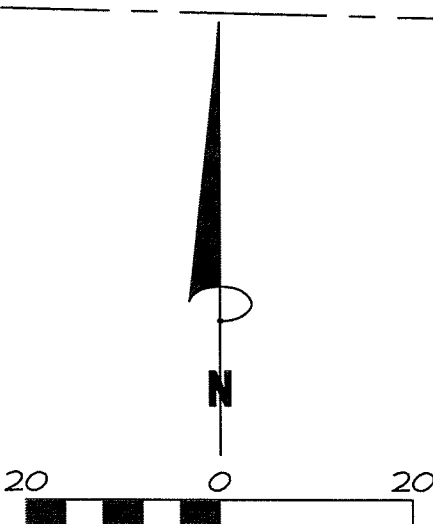
2.2 Modification. No provision of this Agreement may be amended or added to except by agreement in writing signed by the parties.

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.



OWNER
JOHN K. PEDERSON

SITE ADDRESS
243 JENSEN ST.
ARLINGTON, WA
98223



SHEET 1 OF 1

DRAWN BY: CJT
 DATE: JUNE 2015
 DWG. NO.: 15035
 APPROVED BY: T.E.B.

UTILITY EASEMENT EXHIBIT
 A PORTION OF THE SW ¼,
 SECTION 11 TOWNSHIP. 31 NORTH
 RANGE 5 EAST, WM
 CITY OF ARLINGTON, WASHINGTON

METRON
 and ASSOCIATES INC.
 307 N. OLYMPIC, SUITE 205
 ARLINGTON, WASHINGTON 98223
 (360) 435-3777