

AFTER RECORDING, RETURN TO

CITY OF ARLINGTON
UTILITIES DEPT.
c/o 238 N. OLYMPIC AVENUE
ARLINGTON, WA 98223

OUR FILE NO 27-453

200801280133 3 PGS
01/28/2008 9 41am \$44 00
SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX
REQUIRED**

JAN 24 2008

KIRKE SIEVERS, Snohomish County Treasurer
By KIRKE SIEVERS

UTILITY EASEMENT

GRANTOR(S): Steven C. Croft and Deborah D. Staley-Croft, H & W
GRANTEE(S): City of Arlington
LEGAL (Abbrev.): Portion of Section 12, T. 31 N., R. 5 E., W.M.
ASSESSOR'S TAX #: 31051200202000

REFERENCE #:

THIS AGREEMENT is made and entered into this 17 day of January 2008, by and between Steven C Croft and Deborah D Staley-Croft, husband and wife, (hereinafter "Grantors"), and the City of Arlington, Washington, (hereinafter "City")

WHEREAS, Grantors are the owners 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 Grantors convey and grant to the City of Arlington, its successors and assigns and permittees and licensees, a perpetual easement for utilities and the right, privilege and authority to construct, alter, improve, repair, operate and maintain a storm sewer and sanitary sewer lines, and/or water lines, pipes and appurtenances, over,

under and across Grantors'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, patios, 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 17 day of January, 2008

GRANTOR

By Deborah D. Staley-Croft

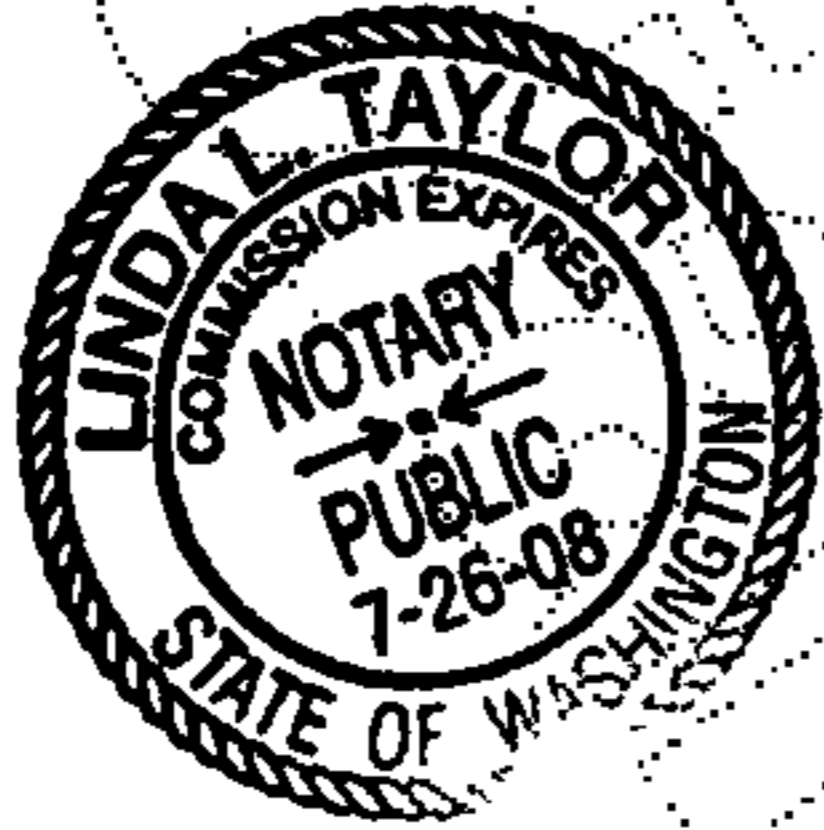
By DA C EA

UTILITY EASEMENT

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 17 day of January, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven C. Croft and Deborah D. Staley-Croft, to me known to be the individuals that executed the foregoing instrument and acknowledged the said instrument to be their free and voluntary act, for the uses and purposes herein mentioned

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 Snohomish City.
My commission expires 7/26/08
Printed name Linda L. Taylor