

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**

JUN 29 2015

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

UTILITY EASEMENT

GRANTOR(S): Duskin, David and Kay, H & W

GRANTEE(S): City of Arlington

LEGAL (Abbrev.): PORTION OF NE QTR OF SW QTR OF SECTION 11, TOWNSHIP 31
NORTH, RANGE 5 EWM

ASSESSOR'S TAX #: 31051100300500

REFERENCE #:

THIS AGREEMENT is made and entered into this 25 day of June, 2015, by and between David and Kay Duskin, 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 consisting of the improvements described on Exhibit "A" hereto, 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:

See Attached Exhibit "B"

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.

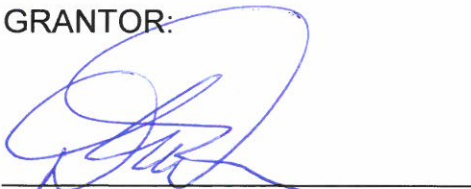
2.2 Modification. No provision of this Agreement may be amended or added to except by agreement in writing signed by the parties.

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.

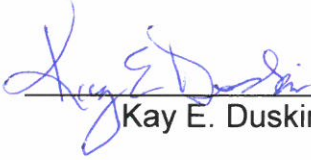
2.4 Subordination of Mortgage. Any mortgage on said land held by Mortgagee shall be subordinated to the rights herein granted to the Grantee, but in all other respects shall remain unimpaired.

DATED this 25 day of June, 2015.

GRANTOR:



David E. Duskin

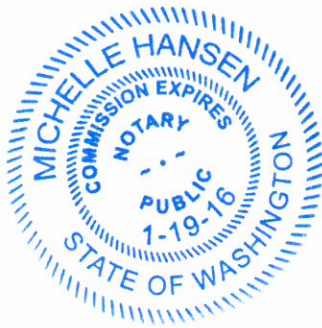


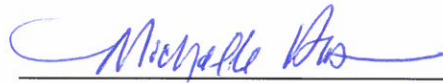
Kay E. Duskin

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

On this 25 day of June, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared David E. Duskin and Kay E. Duskin, 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 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.





NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish
My commission expires: 1/19/16
Printed name: Michelle Hansen

EXHIBIT "A"—CONSIDERATION

1. The City shall remove and replace all driveway asphalt pavement, approximately 610 square yards. New asphalt pavement shall be 2" thick and match existing grades along the perimeter.
2. After removal of existing pavement, the City shall regrade the driveway area to provide even grading prior to paving. Existing subgrade will be used, no additional fill will be imported.
3. The City will protect in place existing inlet and infiltration system located next to the garage
4. The City will replace the existing inlet near the mailbox with a new inlet and infiltration system.
5. The City will remove the existing curb near the mailbox.
6. The City will relocate the mailbox to the west side of the driveway.

EXHIBIT B

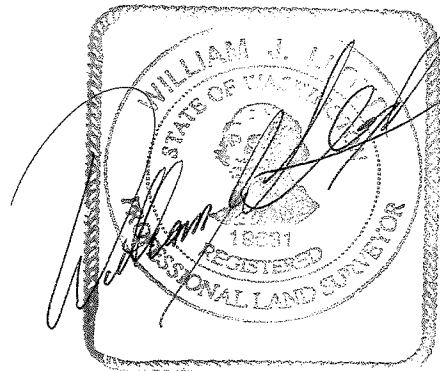
WATER LINE EASEMENT

All that portion of the Northeast quarter of the Southwest quarter of Section 11, Township 31 North, Range 5 East, W.M., lying 5.00 feet on each side of and abutting upon the following described centerline:

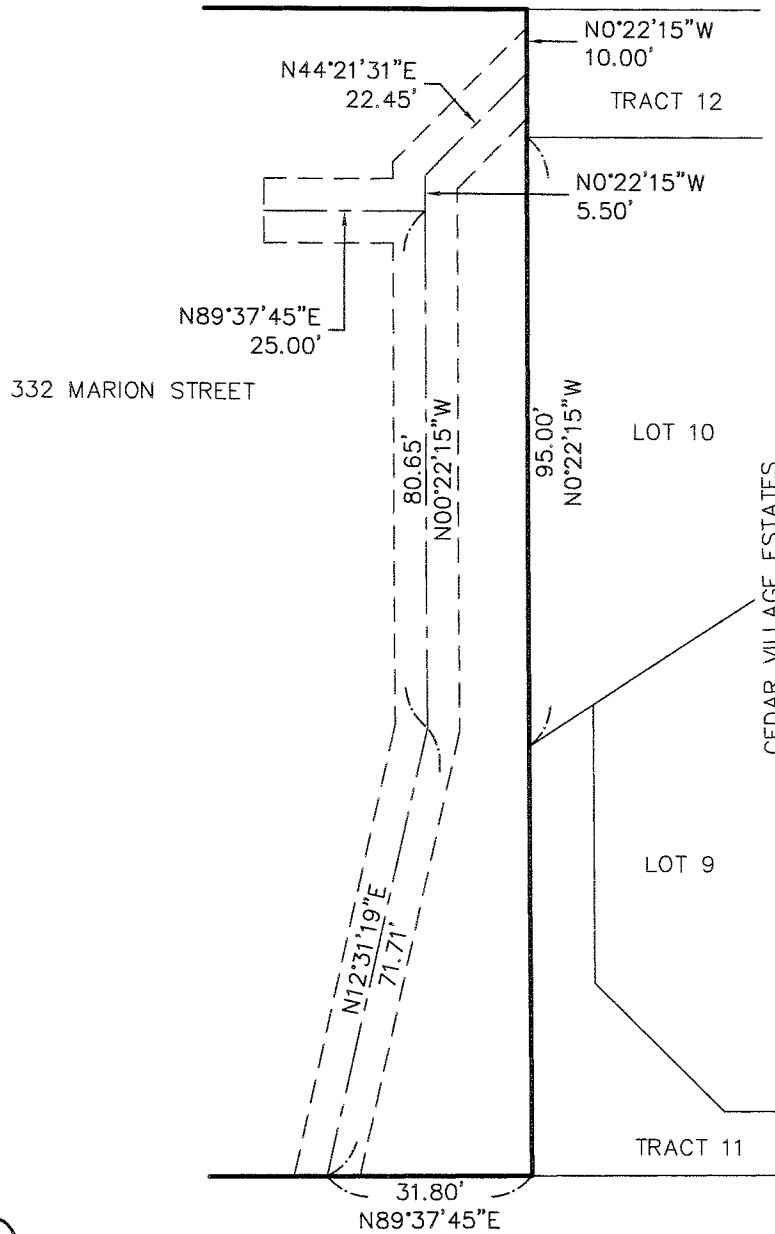
COMMENCING at the Northwest corner of Tract 12, Plat of Cedar Village Estates according to the plat thereof recorded under Auditor's File Number 2415644, records of Snohomish County, State of Washington; thence S 0° 22' 15" E along the West line of said plat a distance of 10.00 feet to the **TRUE POINT OF BEGINNING** of herein described centerline; thence S 44° 21' 31" W a distance of 22.45 feet; thence S 0° 22' 15" E a distance of 5.50 feet to a point herein after referred to as Point "A"; thence S 89° 37' 45" W a distance of 25.00 feet to the termination of herein described centerline.

AND TOGETHER WITH said 10.00 foot wide easement beginning at previously designated Point "A"; thence S 0° 22' 15" E along said centerline a distance of 80.65 feet; thence S 12° 31' 19" W a distance of 71.71 feet to a point which bears S 89° 37' 45" W from the Southwest corner of aforementioned Plat of Cedar Village Estates and the terminus of herein described centerline.

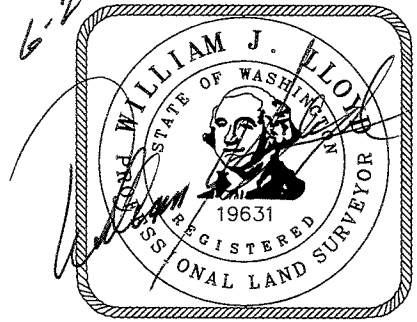
Situate in the County of Snohomish, State of Washington



DUSKIN WATERLINE EASEMENT



6-24-15



1 inch = 30 ft.

JOB NO.: 20511

DATE: 6/24/2015

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