

**NO EXCISE TAX  
REQUIRED**

**JUL 26 2004**

**BOB DANTINI, Snohomish County Treasurer**

By **BOB DANTINI**

AFTER RECORDING, RETURN TO

**BAILEY, DUSKIN, PEIFFLE & CANFIELD, P.S.  
P.O. BOX 188  
ARLINGTON, WA 98223**

OUR FILE NO. 27-339



200407260119 6 PGS  
07-26-2004 09:46am \$24.00  
SNOHOMISH COUNTY. WASHINGTON

**EASEMENT AGREEMENT**

**GRANTOR(S):** Grant Jensen and Cheryl Jensen, husband and wife  
**GRANTEE(S):** City of Arlington  
**LEGAL (Abbrev.):** Portion of NE 1/4 of NE 1/4 of Sec. 14, T. 31 N., R 5 E.  
**ASSESSOR'S TAX #:** 31051400101900  
**REFERENCE #:**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between Grant Jensen and Cheryl Jensen, 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, the City wishes to locate a water transmission line through the property owned by Grantors, and

WHEREAS, the parties have agreed to an easement under the terms and conditions set forth herein, and

WHEREAS, the parties desire to enter into a written agreement to memorialize their agreement,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows

1 Grant of Easements by Grantors to the City

1 1 Grantors grant and quit claim to the City of Arlington, and to the public, a perpetual easement for ingress, egress and the location of a water line and appurtenant facilities over, under and across a strip of property extending across Grantors's above described property and legally described as follows

The property described in Exhibit "A", attached

1 2 This easement shall be binding upon the heirs, successors and assigns of the parties

1 3 The easement shall include the right to enter upon and to install underground utilities and to enter upon the easement to maintain the same

2 1 Maintenance Responsibilities

From and after the construction of the water line facilities on the property described in paragraph 1 1, above, said facilities shall be maintained and repaired solely by the City of Arlington and solely at the City's expense, including restoration of the property. The depth of the water line shall be as mutually agreed to by the Grantor and Grantee per City standards

3 1 Consideration

In consideration for the granting of this easement, the Grantors shall be entitled to one single family domestic water service provided at the cost of Grantee, based on a 1" service with a 5/8" x 3/4" meter to serve the Grantor's above described property. Tap-in and connection fees shall be waived in conjunction with this agreement. The location of the services shall be agreed upon at the time of connection. Connection from the meter to the residence(s) shall be the responsibility of Grantor. No more than one residential connections shall be permitted to the Grantor's property

4 General Provisions

4 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

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

4.3 Severability Any determination by any court of competent jurisdiction that any provision of this Agreement is invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this agreement and such other provisions shall remain in full force and effect

4.4 Successors in Interest This Agreement shall inure to and be for the benefit of and shall obligate all of the parties' respective successors in interest, heirs or assigns. In the event Grantors assigns its interests hereunder, a copy of said written assignment shall be provided to the City

4.5 Notices Any notices required to be given by the City to Grantors or by Grantors to the City shall be delivered or mailed postage prepaid to the parties at the addresses set forth below

DATED this 19<sup>th</sup> day of July, 2004

CITY OF ARLINGTON, WASHINGTON

Margaret Larson  
Margaret Larson, Mayor  
238 N. Olympic Avenue  
Arlington, WA 98223

ATTEST

Kathy Peterson  
Kathy Peterson, City Clerk

GRANTORS

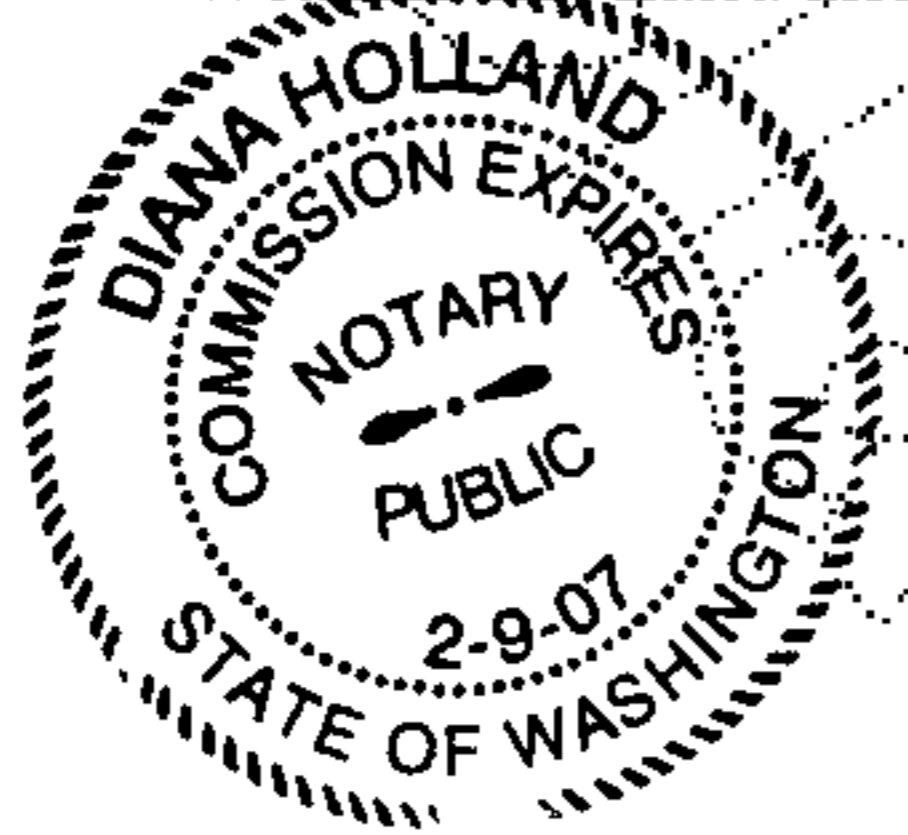
Grant Jensen  
Grant Jensen

Cheryl Jensen  
Cheryl Jensen  
20613 Old Burn Rd  
Arlington, WA 98223

STATE OF WASHINGTON )  
 )ss  
COUNTY OF SNOHOMISH )

On this 19<sup>th</sup> day of July, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Margaret Larson and Kathy Peterson, to me known to be the Mayor and City Clerk of the City of Arlington, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes herein mentioned, and on oath stated that he/she is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation

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



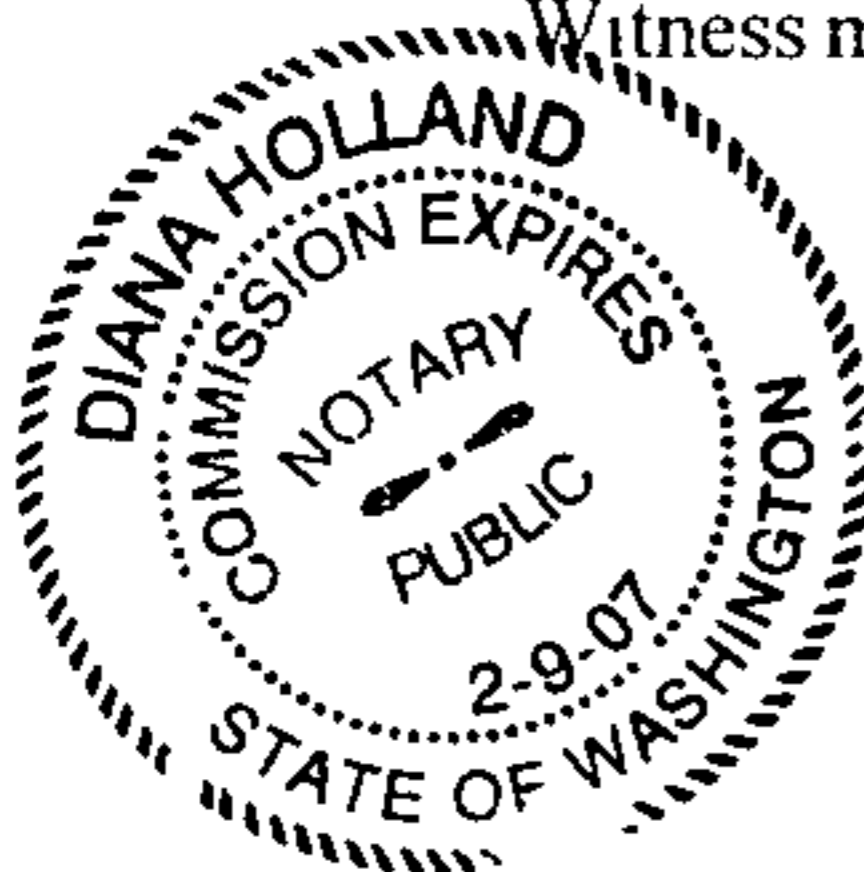
D. Holland

NOTARY PUBLIC in and for the State of Washington, residing at Arlington  
My commission expires 2/9/07  
Name Diana Holland

STATE OF WASHINGTON )  
 )ss  
COUNTY OF SNOHOMISH )

On this 16<sup>th</sup> day of July, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Grant Jensen, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be his 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



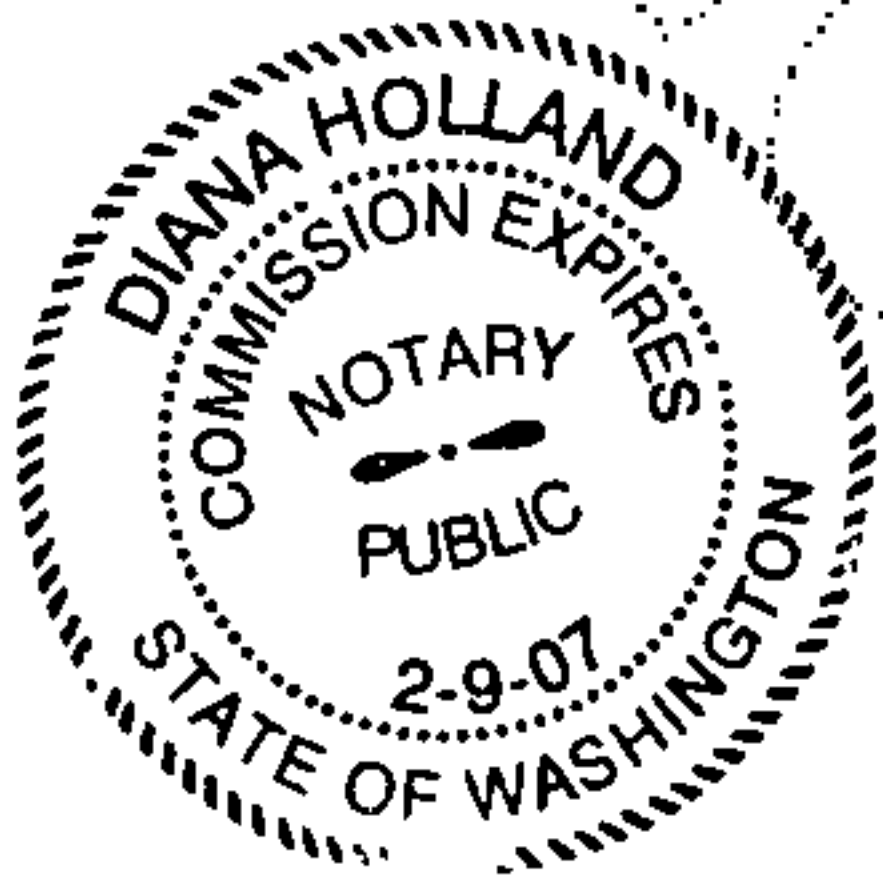
D. Holland

NOTARY PUBLIC in and for the State of Washington, residing at Arlington  
My commission expires 2/9/07  
Name Diana Holland

STATE OF WASHINGTON )  
 )ss  
COUNTY OF SNOHOMISH )

On this 16<sup>th</sup> day of July, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cheryl Jensen, to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be her 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



Diana Holland

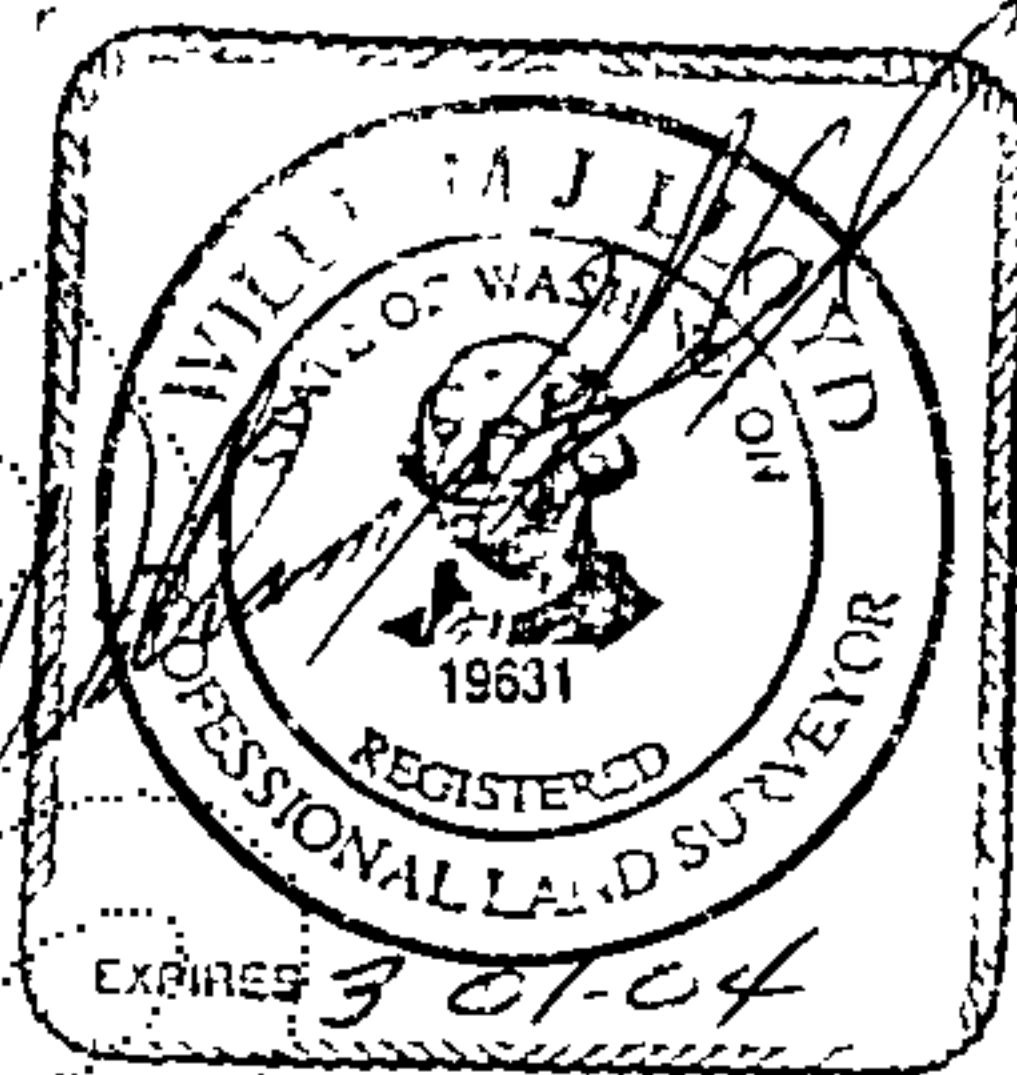
NOTARY PUBLIC in and for the State of  
Washington, residing at Arlington  
My commission expires 2/9/07  
Name Diana Holland

**20 FOOT WIDE WATERLINE EASEMENT**

A twenty foot wide water easement being a portion of the Northeast quarter of the Northeast quarter of Section 14, Township 31 North, Range 5, East W M and Lot 1 of the Short Plat recorded under Auditor's File Number 200212305006, said easement being 10 00 feet on each side of and adjacent to the following described centerline

**COMMENCING** at the Northeast corner of the Northeast quarter of said Section 14, thence S 0° 48' 26" E along the East line of said subdivision a distance of 260 80 feet to the **TRUE POINT OF BEGINNING** of herein described centerline, thence S 38° 43' 03" W a distance of 90 18 feet, thence S 13° 21' 52" E a distance of 47 71 feet to a point on the Northerly margin of Old Burn Road as shown on Short Plat recorded under Auditor's File Number 200212305006 and the terminus point of herein described centerline

Situate in the City of Arlington, County of Snohomish, State of Washington



5-23-03