

11/18/10  
\$47,250

AFTER RECORDING, RETURN TO:

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

OUR FILE NO. \_\_\_\_\_

201809270153  
09/27/2018 11:06am \$106.00  
SNOHOMISH COUNTY, WASHINGTON  
CONFORMED COPY  
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Thank you for your payment.  
BRUCE

**UTILITY EASEMENT AGREEMENT**

**GRANTOR:** Olympic Pipe Line Company LLC,  
a Delaware limited liability company

**GRANTEE:** The City of Arlington,  
a municipal corporation of the State of Washington

**LEGAL DESCRIPTION:** Ptn SW ¼ Section 21, T31N., R5E  
See Exhibit A for complete legal description.

**ASSESSOR'S TAX #:** 31052100304100

## UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_ day of September, 2018, by and between Olympic Pipe Line Company LLC, a Delaware limited liability company (hereinafter "Grantor"), and the City of Arlington, a municipal corporation of the State of Washington (hereinafter "Grantee").

WHEREAS, Grantor owns certain real property located within the City of Arlington legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Grantee desires to obtain an easement across the Property for purposes of installing a water main, and Grantor is willing to grant such an easement to Grantee upon the terms and conditions set forth below.

NOW, THEREFORE, for payment in the sum of \$47,250 and other valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

**1. Water Main Easement.**

1.1 Grant of Easement. Grantor hereby conveys and grants to Grantee, its successors and assigns and permittees and licensees, a perpetual easement under and across an approximately fifteen foot (15') wide strip along the southern border of the Property, as generally depicted on Exhibit B attached hereto (the "Easement Area"), for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, removing, patrolling and operating a water pipeline approximately twelve inches (12") in diameter (the "Water Main") and all below-ground appurtenances necessary for the operation of said Water Main, together with a perpetual, non-exclusive easement for ingress and egress over the Easement Area to install, maintain and repair the Water Line in accordance with the terms and conditions of this Agreement (collectively, the "Water Main Easement").

1.2 Maintenance. Grantee shall at all times, in connection with the inspection, repair and maintenance of the Water Main, keep the Easement Area in an orderly, clean and safe condition and shall promptly repair or restore, at Grantee's sole cost and expense, any damage to the Easement Area and/or the Property (including, without limitation, any damage to the petroleum pipeline operated and maintained by Grantor on the Property (the "Petroleum Pipeline"), the location of which in relation to the Easement Area is generally depicted

on Exhibit B attached hereto) caused by Grantee or Grantee's contractors, agents or licensees. Notwithstanding anything herein to the contrary, Grantee's installation, maintenance and operation of the Water Main shall at all times comply with that certain Consent for Pipeline Crossing dated August 6, 2018, by and between Grantor and Grantee, the terms of which are incorporated by reference as though fully set forth herein.

- 1.3 Grantor's Use of the Easement Area. Grantor hereby reserves the right to use the Easement Area in any manner now existing (including, without limitation, for the operation of the Petroleum Pipeline) and for any other purpose not inconsistent with the rights herein granted; provided, however, that Grantor shall not erect any buildings, structures, or other construction of any nature on the surface of the Easement Area.
- 1.4 Relocation. It is the intent of Grantor that this Agreement shall not interfere with Grantor's operation and maintenance of the Petroleum Pipeline. Accordingly, Grantor specifically reserves the right to require Grantee to relocate the Water Main Easement to another location on the Property (the "Relocated Easement Area") in the event Grantor determines, in its commercially reasonable discretion, that Grantee's activities on the Property require it to do so. If Grantor desires to relocate the Water Main Easement in accordance with this Section 1.4, it shall provide Grantee with written notice thereof, together with information regarding the Relocated Easement Area. The Relocated Easement Area shall be subject to Grantee's approval, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be of similar width and length to the Easement Area described in Section 1.1 above. At such time as Grantor and Grantee have agreed upon the Relocated Easement Area, (a) Grantee shall, at its sole cost and expense, cause the Water Main to be relocated to the Relocated Easement Area and (b) Grantor and Grantee shall cause to be recorded an amendment to this Agreement and/or such other documents or instruments reasonably necessary to establish the Water Main Easement in the Relocated Easement Area.
- 1.5 Indemnification. On and after the date hereof, Grantee, its successors and assigns, shall indemnify, defend and hold Grantor harmless from and against any and all injury, loss, damage or liability (or any claims with respect to the foregoing), costs or expenses (including, without limitation, reasonable attorneys' fees) arising as a result of Grantee's use of the Easement Area including, without limitation, costs and

expenses incurred by Grantor to protect the Petroleum Pipeline from (a) the installation of the Water Main and any (b) maintenance and/or inspection activities conducted with respect to the Water Main.

- 1.6 Compensation. Grantor agrees that the compensation paid by Grantee for the Water Main Easement shall be credited towards the purchase price of a future right-of-way acquisition on the Property should Grantee acquire the same for its future right-of-way needs.

**2. General Terms.**

- 2.1 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, 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. The Water Main Easement and the obligations of the parties hereunder shall constitute covenants running with the land and shall be binding on the parties hereto and their heirs, successors and assigns forever.
- 2.4 Recordation of Easement. This Agreement shall be recorded in the office of the Snohomish County Auditor, Snohomish County, Washington, and shall serve as notice to all parties succeeding to the interests of the parties hereto that their use of such property shall be benefitted or restricted in the manner herein described.

*[Signature Page Follows]*



**GRANTEE:**

THE CITY OF ARLINGTON

By: Barbara Tolbert  
Name: Barbara Tolbert  
Title: Mayor

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF Snohomish )

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Barbara Tolbert IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Mayor OF THE CITY OF ARLINGTON, WASHINGTON TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

September  
DATED AUGUST 13, 2018.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON



SIGNATURE: Wendy Van Der Meersche  
(NAME TO BE PRINTED) Wendy Van Der Meersche  
RESIDING AT: Arlington  
MY APPOINTMENT EXPIRES: 12-19-18

## EXHIBIT A

### Legal Description of the Property

The West 315 feet of the South half of the Northeast quarter of the Southeast quarter of the Southwest quarter of Section 21, Township 31 North, Range 5 East of the Willamette Meridian,

Except the North 3 acres thereof.

And Except roads.

# EXHIBIT B

## Depiction of the Easement Area

