

AFTER RECORDING, RETURN TO:

CITY OF ARLINGTON
PLANNING DIVISION
238 N OLYMPIC AVENUE
ARLINGTON, WA 98223

200911230174 7 PGS
11/23/2009 10:46am \$68.00
SNOHOMISH COUNTY, WASHINGTON

CITY FILE NO. PLN20090031

CITY OF ARLINGTON
Utility Extension Agreement

GRANTOR(S): Verda Sandvig
GRANTEE(S): City of Arlington
LEGAL (abbrev.): Section 19, Township 31, Range 06 RT 2A N1/2 N1/2 NW1/4
NE1/4 Less Co Rd Subj R/W Ese USA
ASSESSOR'S TAX NO.: 31061900100300
REFERENCE NO. (if applicable): City File No. PLN20090031

THIS AGREEMENT is made and entered into this 3rd day of November, 2009, by and between Verda Sandvig, (hereinafter "Owner") and the City of Arlington, Washington.

WHEREAS, the Owner is the owner of certain property (the "Property"), legally described as set forth on the attached Exhibit "A", incorporated herein by this reference, which Property is located outside of the City limits but inside the City's Coordinated Water System Plan Service Area, and wishes to connect to the City's water utility system(s); and

WHEREAS, the City wishes to agree to the extension of utilities to the Owner, on certain terms and conditions

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Title. The Owner warrants that the Owner is the owner of the Property and is authorized to enter into this agreement.
2. Review. The City of Arlington has reviewed the Owner's proposed development as more particularly described on the attached Exhibit "B". Said proposed development must comply with the Snohomish County land use code and development regulations, set out on the attached Exhibit "B". Any deviations from these exhibits that are not approved by the City shall be considered a breach of this covenant and shall render this agreement null and void.
3. Extension Authorized On Certain Terms and Conditions. The City hereby authorizes the Owner to extend utilities to the Property. The Owner hereby agrees to promptly connect to the utility systems when they become available. The Owner agrees to comply with, be bound by, and be subject to the City's ordinances, regulations, and policies concerning such service.
4. Construction. The City's City Engineer shall review and approve in writing the plans, specifications, and drawings of the Extension before construction commences. All construction of the Extension shall be completed in accordance with City standards now existing or as hereafter amended. The Owner shall permit the City to inspect the construction and installation of the Extension at any time before, during, or after connection is made to the City System. The City may reject any construction and installation not conforming to the approved design of the Extension and the requirements of this Agreement.
5. Permits, Easements and Licenses. The Owner shall secure and obtain at the Owner's sole cost and expense any necessary permits, easements and licenses to construct the Extension, including without limitation all necessary easements, excavation permits, street use permits or other permits required by state, county and City governmental departments, including without limitation the State Department of Ecology, Snohomish County Public Works Department, Snohomish County Planning and Development Services Department, Snohomish County Boundary Review Board and the City's Public Works Department.
6. Costs. The Owner shall pay all costs of designing, engineering and constructing the Extension and all costs incurred by the City in reviewing plans for and inspecting construction of the Extension. The Owner shall bear the risk of loss for or damage to all finished or partially finished work on the Extension until the City accepts the Extension. Performance and/or maintenance bonds or other security in a form acceptable to the City may be required for any work at the discretion of the City. The amount of such security, if any, shall be established pursuant to City code.
7. Connection Charges. The Owner agrees to pay: (a) connection charges for utilities at the rate schedules applicable at the time the Owner connects the Property to the City System; (b) any inspection costs of the City; and (c) plan review costs.
8. Service Charges. In addition to the connection charges, the Owner agrees to pay for utility service rendered by the City in accordance with rates charged that are uniform for the class of customer or service supplied, as such rates exist or as they may be hereafter amended or modified, together with any utility taxes levied from time to time. The Owner acknowledges that service charges may consist of base charges as well as charges determined in accordance with the level of service provided.

9. Covenant to Annex. This Agreement constitutes an irrevocable notice to the City of intention to commence annexation procedures. The Owner waives all applicable time requirements that require the City Council to meet within a prescribed time after receipt of this notice to decide whether the City will accept the Property for annexation.

With full knowledge and understanding of the consequences of annexation and with full knowledge and understanding of the Owner's decision to forego opposition to annexation of the Property to the City, the Owner agrees to sign a petition for annexation to the City of the property as provided in RCW 35A.14.120, as it now exists or may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as the Owner's attorney-in-fact to execute an annexation petition on the Owner's behalf in the event that the Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if the Owner had signed the petition. If the Owner is a corporation, an officer authorized to execute deeds or encumbrances on behalf of the Owner shall execute this Agreement, and there shall be attached to this Agreement as Exhibit C a certified excerpt from the bylaws of the Owner showing such authority.

This Agreement shall be deemed to be continuing, and if the Owner's property is not annexed for whatever reason, including a decision by the City not to annex, the Owner agrees to sign any and all subsequent petitions for annexation and agrees not to litigate, challenge or in any manner contest any such subsequent annexation to the City.

10. Covenant Running with Land. This Agreement shall be recorded with the Snohomish County Auditor and shall constitute a covenant running with the land as to the Property and shall be binding on the Owner and the Owner's heirs, successors and assigns. All costs of recording this Agreement shall be borne by the Owner. In the event that any or all of the Property is subdivided into smaller lots, the provisions of this Agreement shall bind the purchasers of each subdivided lot.
11. Termination. In the event the Owner fails to comply with any term or condition of this Agreement, in addition to any other remedies available, the City shall have the right to (a) terminate this Agreement upon ten days' written notice to the Owner and (b) terminate utility service to the Property.
12. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this Agreement.
13. Amendment/Assignment. This Agreement may be amended or modified only by a written instrument executed by the Owner and the City. The Owner shall not assign this Agreement or sell or contract to sell all or any portion of the Property prior to notifying the City in writing of such assignment or sale.
14. Severability. If any portion of any term or provision of this Agreement, or any action taken pursuant thereto or the application thereof shall, to any extent, be finally determined invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington, and venue in connection with any legal proceeding affecting this Agreement shall lie in the Superior Court of the State of Washington for Snohomish County.

DATED this 28 day of Oct, 2009.

GRANTOR:

By: *[Signature]*

By: _____

CITY OF ARLINGTON, WASHINGTON

Margaret Larson
Margaret Larson, Mayor

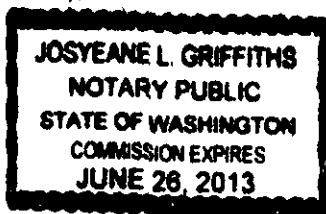
ATTEST:

Kathy Peterson
Kathy Peterson, City Clerk

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

On this 3 day of November, 2009, 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, Washington, the municipal corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes herein mentioned.

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



Josyeane L. Griffiths
NOTARY PUBLIC in and for the State of Washington, residing at Arlington
My commission expires: June 26, 2013
Printed name: Josyeane L. Griffiths

EXHIBIT "A"

[LEGAL DESCRIPTION OF PROPERTY]

Parcel Number 31061900100300:

SEC 19 TWP 31 RGE 06 RT-2A) N1/2 N1/2 NW1/4 NE1/4 LESS CO RD SUBJ RW
ESE USA

EXHIBIT "B"

[DESCRIPTION OF PROPOSED PROJECT]

Connect one existing single family home the City of Arlington water system.

Unofficial Draft Document

GRANTOR ACKNOWLEDGMENT

[if individual(s):]

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

On this 28th day of October, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Verda Sandvig, to me known to be the individual(s) 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.



Amy M Rusko
NOTARY PUBLIC in and for the State of Washington, residing at Arlington
My commission expires: 5-11-2012
Printed name: Amy M Rusko

[if corporation]

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

On this _____ day of _____, 200____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of _____, 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 the 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.

NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires: _____
Printed name: _____