

AFTER RECORDING RETURN TO:



CITY OF ARLINGTON
238 N OLYMPIC AVE
ARLINGTON, WA 98223

UTILITY EXTENSION AGREEMENT

GRANTOR(S): JUDITH E. CLARK ^{vs} WAYNE M. JOHNSTON, JOSEPH ISRAEL
GREGORY P. JOHNSTON AND SUSAN CICOTTE
IRREVOCABLE TRUST

GRANTEE(S): CITY OF ARLINGTON

LEGAL (abbrev.): A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SEC 13, TWP
31 N, R 5 E

ASSESSOR'S TAX NO. 31051300201000

THIS AGREEMENT is made and entered into this 19 day of October, 2018, by and between Judith E. Clark, Wayne M. Johnston, Joseph Israel, Gregory P. Johnston, and Susan Cicotte Irrevocable Trust, (hereinafter "Owner") and the City of Arlington, Washington (hereinafter "City").

WHEREAS, the Owner is the owner of certain Properties (the "Properties"), legally described as set forth on the attached Exhibit "A", incorporated herein by this reference, which Properties are located outside of the City limits but inside the City's Coordinated Water System Plan Service Area, and Owner 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 Properties 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 "A". Said proposed development must comply with the Snohomish County land use code and development regulations, 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 Properties. 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 Properties 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 Properties 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 Properties to the City, the Owner agrees to sign a petition for annexation to the City of the Properties 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 Properties are 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 Properties 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 Properties 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 Properties.
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 Properties 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 17th day of October, 2018.

GRANTOR:

Judith E. Clark
JUDITH E. CLARK

This record was acknowledged before me on October 17, 2018 by Judith E. Clark.



[Signature]

Notary Public for the State of Washington

My Commission Expires: 04/29/2020

DATED this ____ day of _____, 2018.

GRANTOR:

WAYNE M. JOHNSTON

This record was acknowledged before me on _____ by Wayne M. Johnston.

Notary Public for the State of Washington

My Commission Expires: _____

DATED this _____ day of _____, 2018.

GRANTOR:

JUDITH E. CLARK

This record was acknowledged before me on _____ by Judith E. Clark.

Notary Public for the State of Washington

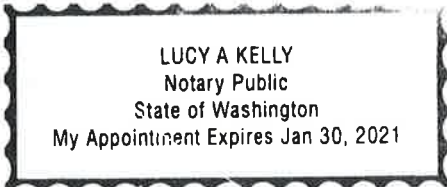
My Commission Expires: _____

DATED this 19th day of October, 2018.

GRANTOR:

Wayne M. Johnston
WAYNE M. JOHNSTON

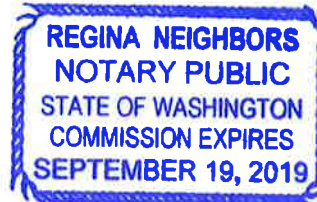
This record was acknowledged before me on Oct. 19th 2018 by Wayne M. Johnston.



Lucy A Kelly
Notary Public for the State of Washington

My Commission Expires: 01/30/2021

DATED this 17 day of October, 2018.



GRANTOR:

Joseph Israel
JOSEPH ISRAEL

This record was acknowledged before me on 10/17/18 by Joseph Israel.

Regina Neighbors

Notary Public for the State of Washington

My Commission Expires: 9/19/19
154623

DATED this 18th day of October, 2018.

GRANTOR:

Gregory P. Johnston
GREGORY P. JOHNSTON

This record was acknowledged before me on 18th, October 2018 by Gregory P. Johnston.



Christ L. Hallman

Notary Public for the State of Washington

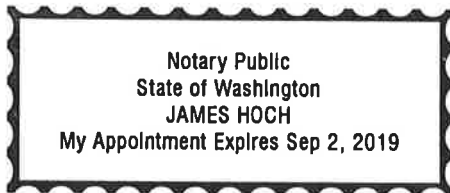
My Commission Expires: 12-29-19

DATED this 13th day of October, 2018.

GRANTOR:

Susan E. Cicotte, Trustee
SUSAN CICOTTE IRREVOCABLE TRUST

This record was acknowledged before me on 10/13/2018 by Susan Cicotte.



James Hoch
Notary Public for the State of Washington
My Commission Expires: 9-2-2019

EXHIBIT "A"

(LEGAL DESCRIPTION OF PROPERTIES)

LOT A OF SNOHOMISH COUNTY SHORT PLAT NO. SP 24 (1-86), RECORDED UNDER RECORDING NUMBER 8608220390, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., COUNTY OF SNOHOMISH STATE OF WASHINGTON.