

200004180315

**NO EXCISE TAX  
REQUIRED**

APR 18 2000

AFTER RECORDING, RETURN TO

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

BOB DANTINI, Snohomish County Treasurer  
By BOB DANTINI

OUR FILE NO.: 27-183



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04/18/2000 02:36 PM Snohomish  
P.0005 RECORDED County

**EASEMENT AND AGREEMENT**

**GRANTOR(S):** Dean A. Jensen and Joan Jensen, husband and wife  
**GRANTEE(S):** City of Arlington  
**LEGAL (Abbrev.):** West 30' of Portion of W 1/2 of SW 1/4 of Sec. 12, T. 31 N., R 5 E.  
**ASSESSOR'S TAX #:** 123105-3-007-0001  
**REFERENCE #:**

THIS CONTRACT is made and entered into this 20 day of SEPT., 1999, by and between Dean A Jensen and Joan 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 Description of Property.

1 1 Owner's Property Grantors are the owners of certain real property located within the City of Arlington, Washington, legally described on the attached **Exhibit "A"**, attached hereto and incorporated herein by this reference

2 Grant of Easements by Grantors to the City

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

See Exhibit "B"

2.2. This easement shall be binding upon the heirs, successors and assigns of the parties

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

3 1 Maintenance Responsibilities.

From and after the construction of the water line facilities on the property described in paragraph 2.1, 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

4.1 Consideration

In consideration for the granting of this easement, the Grantors shall be entitled to a credit equal to the water system connection charges applicable to two single family domestic water services or equivalent residential units (ERUs), which credit may be used solely for water system connection

5 General Provisions.

5 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

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

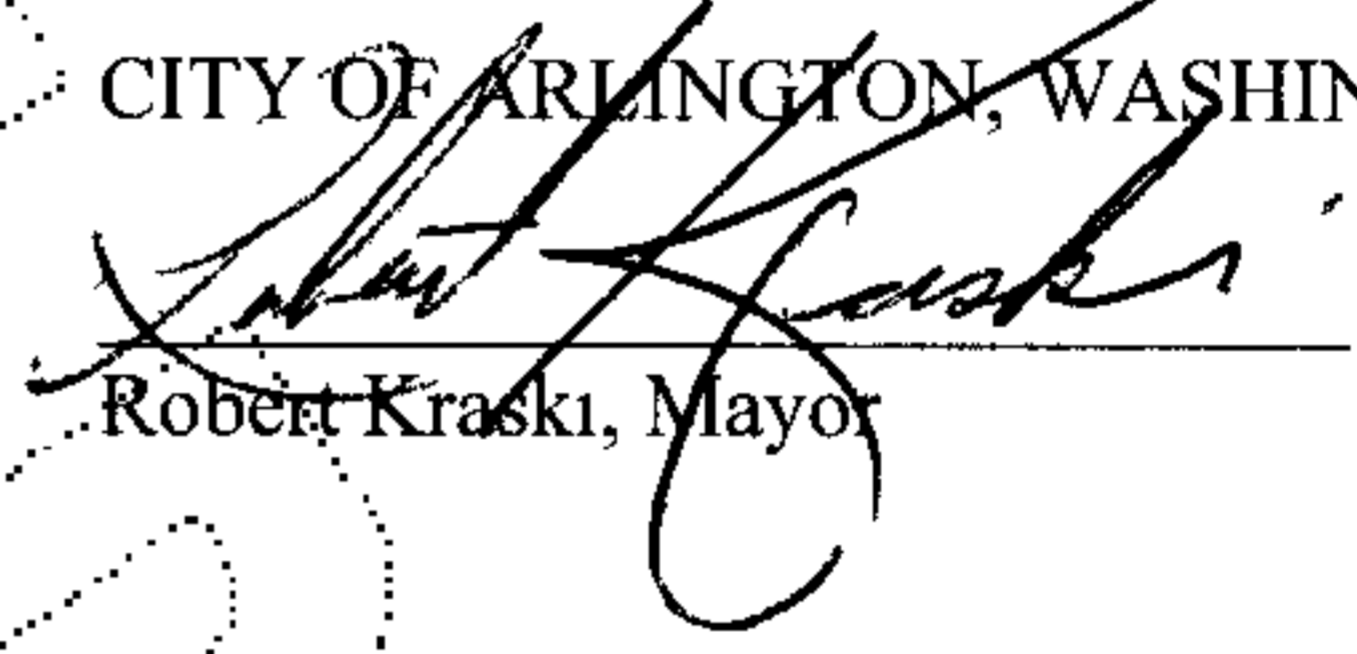
5.3 Severability Any determination by any court of competent jurisdiction that any provision of this Agreement is invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this agreement and such other provisions shall remain in full force and effect

5.4 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

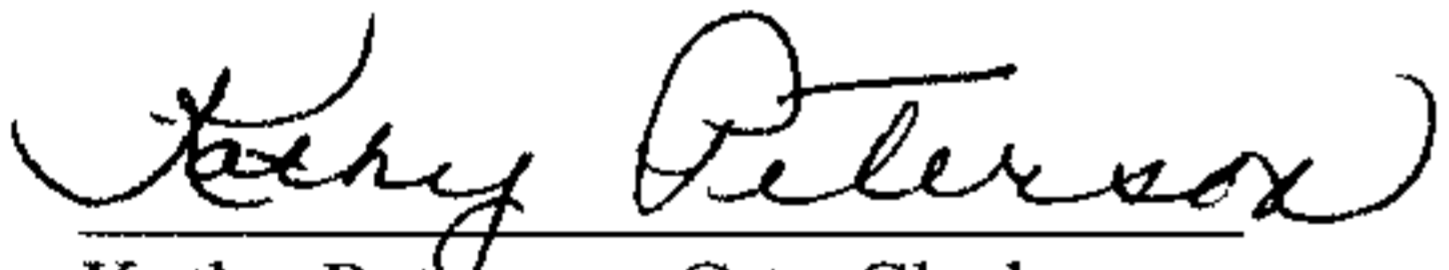
5.5 Notices Any notices required to be given by the City to Grantors or by Grantors to the City shall be delivered or mailed postage prepaid to the parties at the addresses set forth below

DATED this 25<sup>th</sup> day of November, 1999

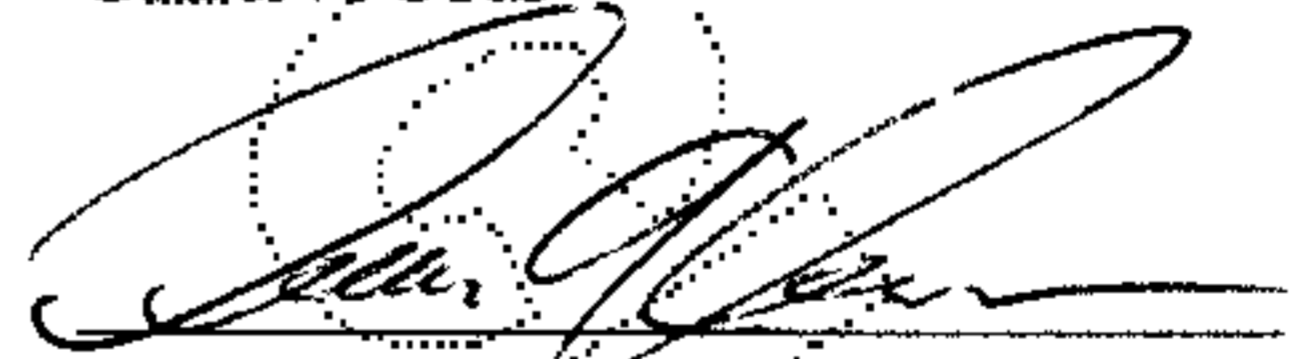
CITY OF ARLINGTON, WASHINGTON


  
Robert Kraski, Mayor

ATTEST

  
Kathy Peterson, City Clerk

GRANTORS

  
Dean A. Jensen

  
Joan Jensen



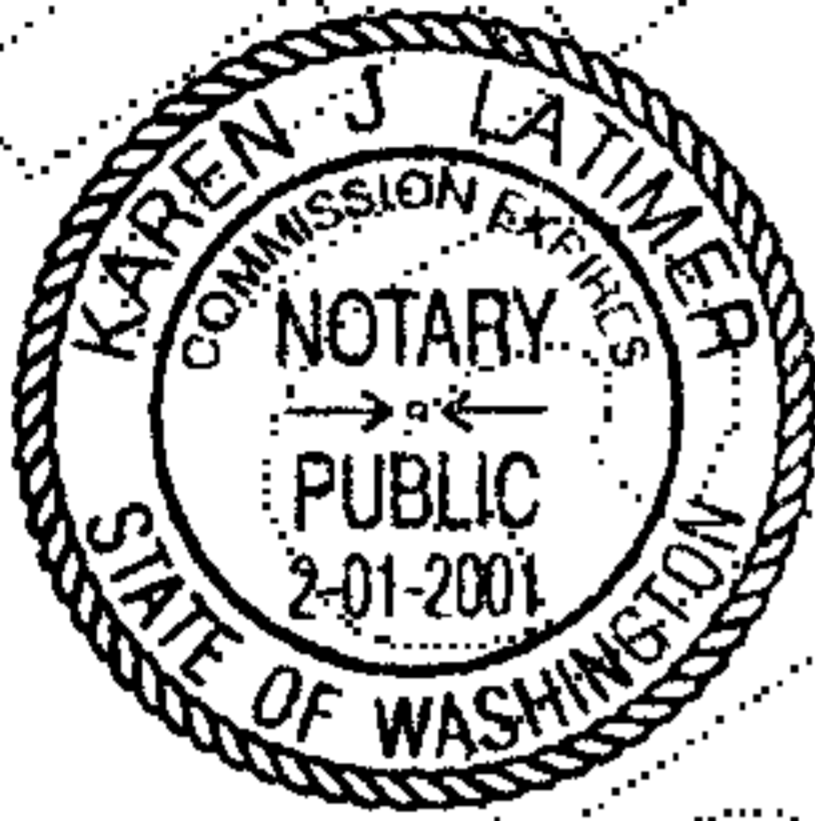
STATE OF WASHINGTON)

)ss

COUNTY OF SNOHOMISH)

On this 2 day of November, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Joan 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.



Karen J. Latimer  
NOTARY PUBLIC in and for the State of  
Washington, residing at Arlington  
My commission expires 2-1-01  
Name Karen J. Latimer