

NO EXCISE TAX
REQUIRED

JAN 3 2003

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. 27-254



200301060039

01/06/2003 09:49 AM Snohomish
P.0008 RECORDED County

200301060039

EASEMENT AND AGREEMENT

GRANTOR(S): Peter M. Stamp and Linda M. Stamp, husband and wife

GRANTEE(S): City of Arlington

LEGAL (Abbrev.): Portion of NW 1/4 of Sec. 24, T. 31 N., R 5 E.

ASSESSOR'S TAX #: 243105-2-001-0005

REFERENCE #:

THIS CONTRACT is made and entered into this 30th day of December, 2002, by and between Peter M. Stamp and Linda M. Stamp, husband and wife (hereinafter "Grantors") and the City of Arlington, Washington (hereinafter "City").

WHEREAS, Grantors are the owners of certain property located within Snohomish County, 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 Snohomish County, Washington, legally described on the attached **Exhibit "A"**, attached hereto and incorporated herein by this reference. Grantor does not warrant its title and ownership of said easement nor its right to convey and grant the rights and privileges herein provided and shall not be liable for defects thereto or failure thereof.

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 the location of a water line and appurtenant facilities over, under and across a strip of property extending across Grantors' above described property and legally described as follows.

The West ten (10.0) feet of the property described in Exhibit "A", attached.

2.2 This easement shall not be deemed an exclusive one nor shall the Grantor be prohibited from granting permission to others to occupy portions of the easement where such uses are not inconsistent with the easement granted to the Grantee. The Grantor reserves the right to use said easement for purposes which will not interfere with the Grantee's full enjoyment of the rights therein conveyed

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

2.4 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 two single family domestic water services 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, with meters located along the right of way of 186th Street NE. Connection from the meter to the residence(s) shall be the responsibility of Grantor.

5. Termination.

5.1 Termination for Cessation of Use. In the event Grantee ceases to use the improvements for a period of two years, this Agreement and all Grantee's rights hereunder shall terminate and revert to Grantor without further action required by Grantor. Upon request of the Grantor, the Grantee shall deliver to the Grantor a fully executed termination of easement agreement to be recorded in the office of the Snohomish County Auditor

5.2 Release of Liability on Termination. No termination of this Agreement shall release Grantee, from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from its obligation and liability to remove the improvements from the Grantor's property and restore the grounds.

5.3 Removal of Improvements Upon Termination Upon any termination of this Agreement, Grantor and Grantee may agree to steps that may be taken to minimize the impact of the improvements on the Grantor's property. Such work, removal and restoration shall be at the sole cost and expense of Grantee and in manner satisfactory to the Grantor

6 Indemnification/Hold Harmless.

6.1 Except as otherwise provided herein, the Grantee hereby agrees to defend and indemnify the Grantor from any and all claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Grantee (or its employees, agents, representatives, subcontractors or consultants) relating to this Agreement

6.2 Except as otherwise provided herein, the Grantor hereby agrees to defend and indemnify the Grantee from any and all claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by Grantor (or its employees, agents, representatives, subcontractors or consultants) relating to this Agreement

7 General Provisions

7.1 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.

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

7.3 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.

7.4 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.

7.5 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 30 day of December, 2002.

Grantee:
City of Arlington
238 N. Olympic
Arlington, WA 98223

CITY OF ARLINGTON, WASHINGTON


Robert Kraski, Mayor

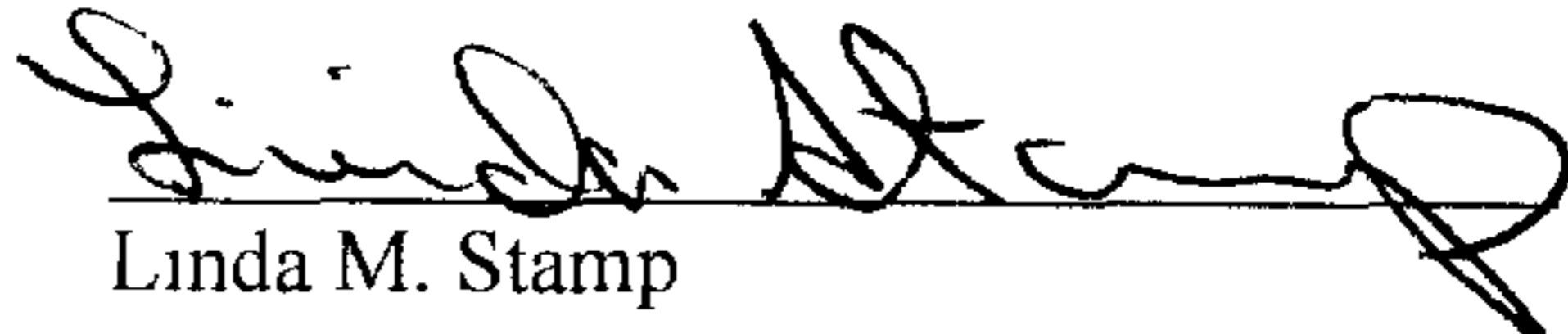
ATTEST


Kathy Peterson, City Clerk

Grantor
8111-164th S.E
Snohomish, WA 98296

GRANTORS


Peter M. Stamp


Linda M. Stamp

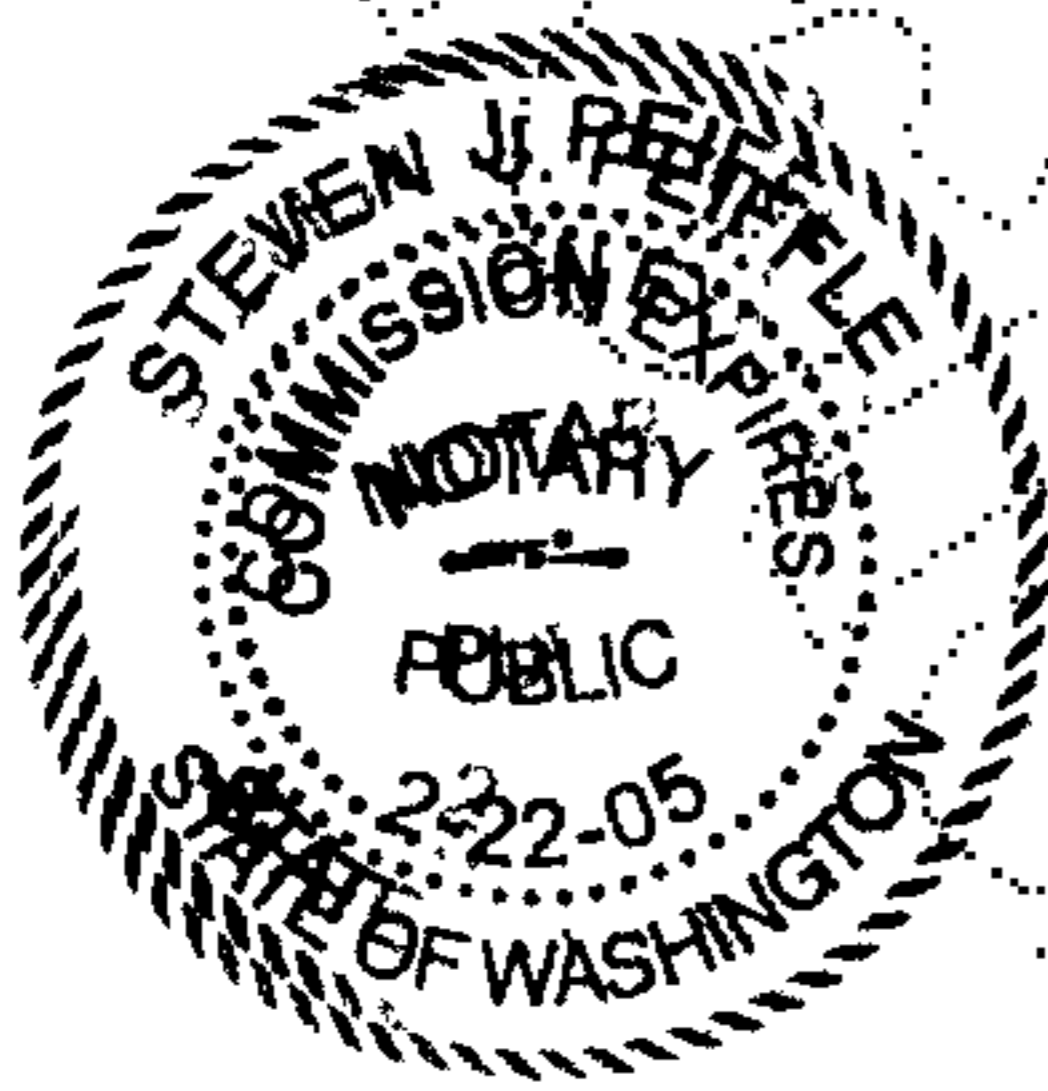
STATE OF WASHINGTON)

) ss:

COUNTY OF SNOHOMISH)

On this 3rd day of December, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Kraski 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.



[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Arlington
My commission expires: 2/22/05
Name: Steven J Pfeiffer

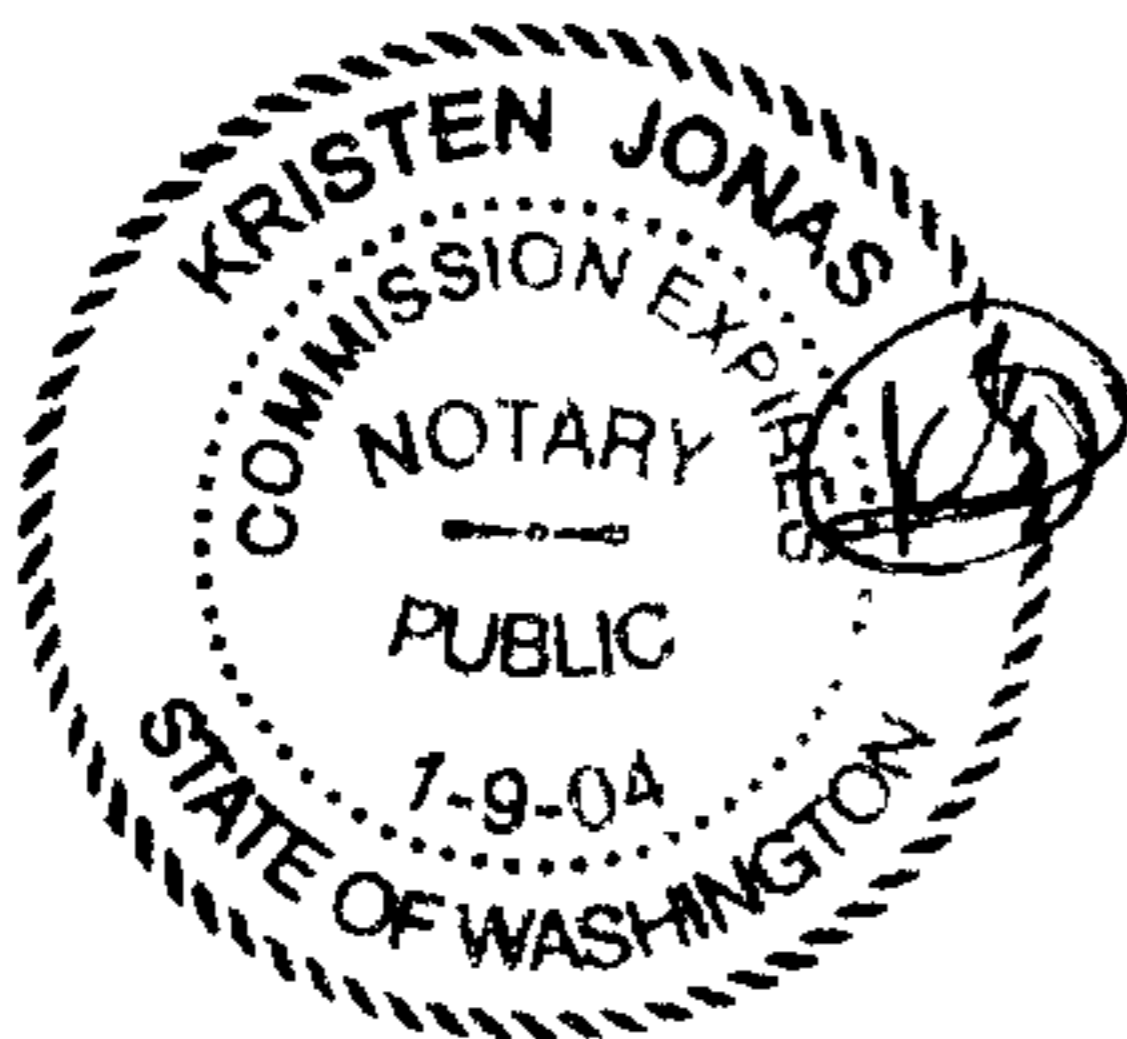
STATE OF WASHINGTON)

) ss:

COUNTY OF SNOHOMISH)

On this 27 day of DECEMBER, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter M Stamp, 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.



[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at SEASIDE WOODS
My commission expires: 7-9-04
Name KRISTEN JONAS

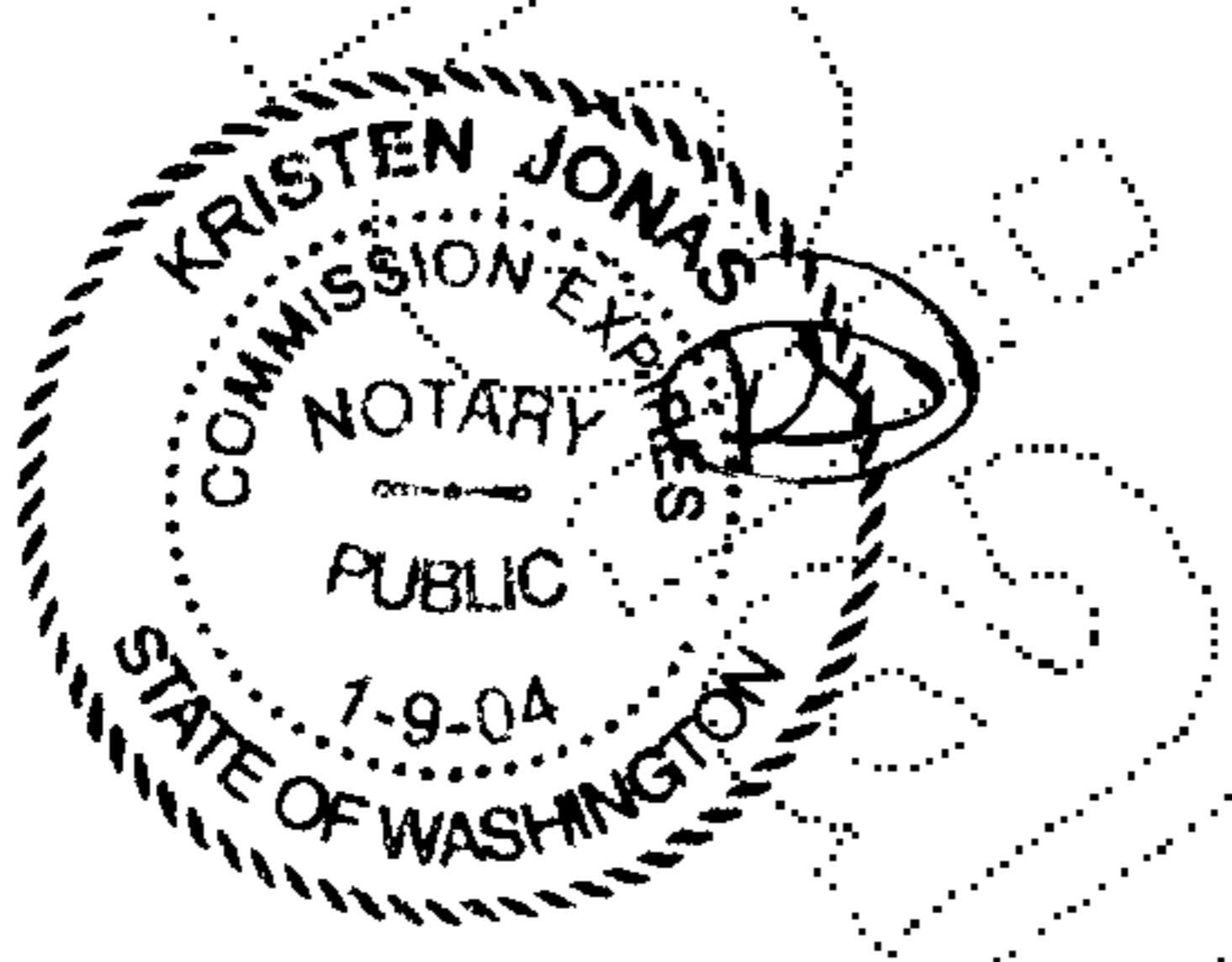
STATE OF WASHINGTON)

) ss.

COUNTY OF SNOHOMISH)

On this 27 day of DECEMBER, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Linda M. Stamp, 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.



Kristen Jonas

NOTARY PUBLIC in and for the State of Washington, residing at SECOO WOLLEY
My commission expires: 1/9/04
Name: KRISTEN JONAS

EXHIBIT "A"

THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

THE SOUTH 30 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24; TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M. LYING EAST OF STATE HIGHWAY 9, AND THE NORTH 30 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M. LYING EAST OF STATE HIGHWAY 9.

SAID 60 FEET OF PARCEL TO BECOME A COUNTY ROAD AT SUCH TIME AS IMPROVED BY COUNTY STANDARDS AND ACCEPTED BY THE SNOHOMISH COUNTY COMMISSIONERS.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON