

**NO EXCISE TAX
REQUIRED**

APR 02 2004

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. 27-300



200404020772 6 PGS

04-02-2004 03:21pm \$43.00

SNOHOMISH COUNTY, WASHINGTON

EASEMENT AND AGREEMENT

GRANTOR(S): **Gleneil Diversified Industries, LLC**

GRANTEE(S): **City of Arlington**

LEGAL (Abbrev.): **Portion of NE 1/4 SE 1/4 Sec. 15, T. 31 N., R 5 E.**

ASSESSOR'S TAX #: 310515-004-001-00

310515-004-016-00

REFERENCE #:

THIS CONTRACT is made and entered into this 7th day of January, 2004, by and between GLENEIL DIVERSIFIED INDUSTRIES, LLC (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 sewer line and optic fibre cable and related facilities 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

EASEMENT AGREEMENT

1. Grant of Easements by Grantors to the City

1.1 Grantors grant, warrant and convey to the City of Arlington, and to the public, a perpetual easement for ingress, egress and the location of a sewer line, fibre optic cable and conduit and appurtenant facilities over, under and across a strip of property extending across Grantors's above described property and legally described as follows

See legal description attached as **Exhibit "A"** hereto

1.2 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.

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

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

2. Maintenance Responsibilities

2.1 From and after the construction of the sewer line facilities and fibre optic facilities on the property described in paragraph 1.1, 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 sewer line and fibre optic facilities shall be as mutually agreed to by the Grantor and Grantee per City standards

3. Termination.

3.1 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

3.2 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

4. General Provisions

4.1 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.

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

4.3 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.


4.4 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

4.5 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 7th day of January, 2004

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

CITY OF ARLINGTON, WASHINGTON


Margaret Larson, Mayor

ATTEST:

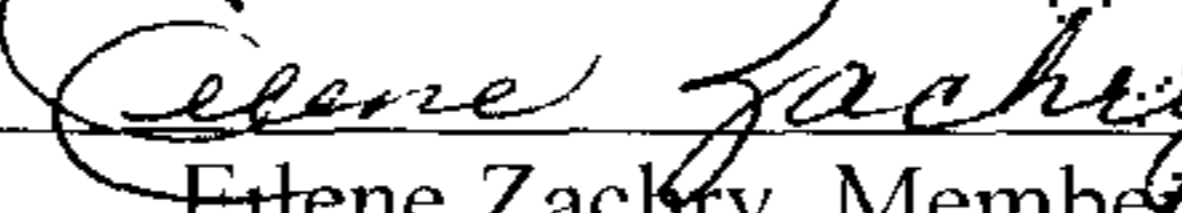

Kathy Peterson, City Clerk

Grantor.
7301 - 130th St N.E
Marysville, WA 98270

GRANTORS

GLENEIL DIVERSIFIED INDUSTRIES, LLC

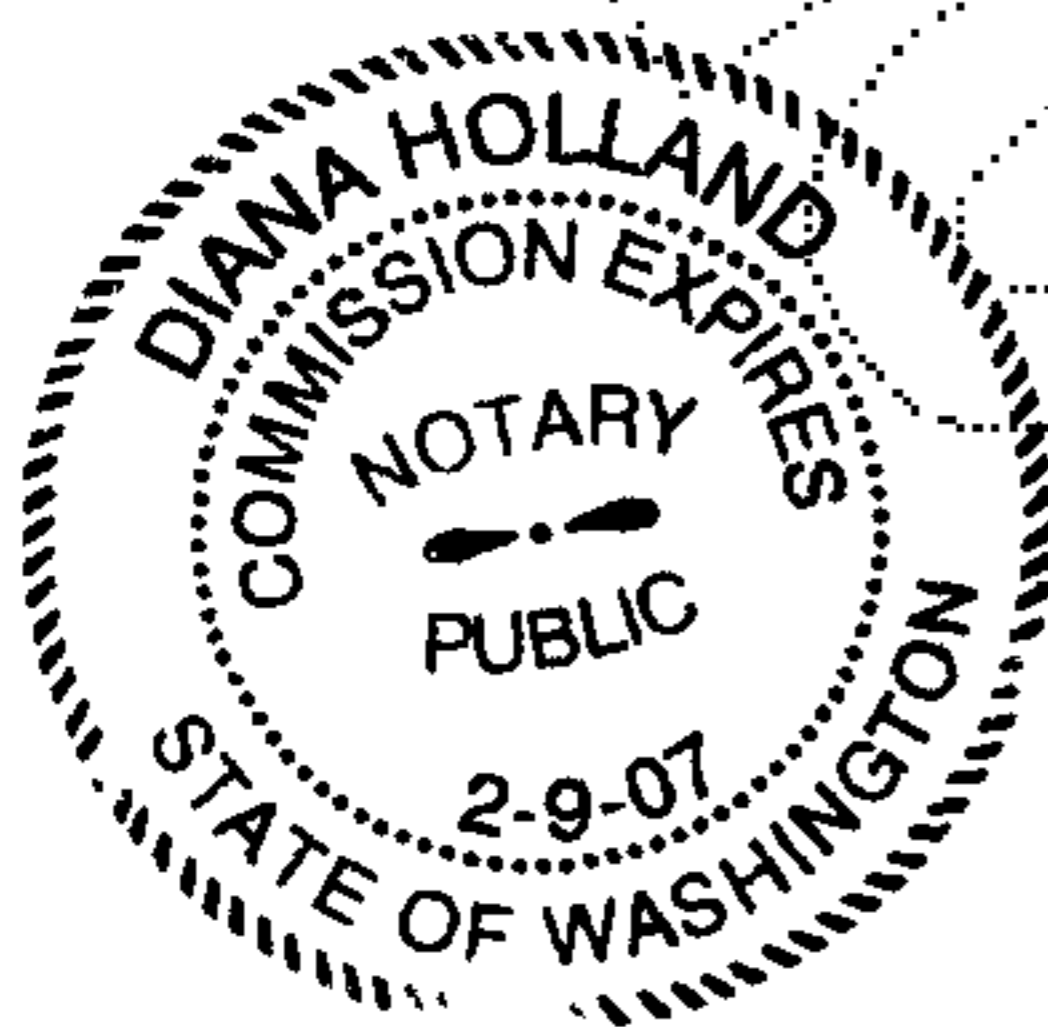
By 
Glen Zachry, Member

By 
Erlene Zachry, Member

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 7th day of January, 2004, 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, 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.



Diana Holland

NOTARY PUBLIC in and for the State of Washington, residing at Arlington
My commission expires 2/9/07
Name Diana Holland

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

On this 7th day of JANUARY, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Glen Zachry and Eilene Zachry, husband and wife, to me known to be Members of Gleneil Diversified Industries, LLC, the limited liability 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 (if any) is the corporate seal of said corporation

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



Pamela J. Miller

NOTARY PUBLIC in and for the State of Washington, residing at Arlington
My commission expires 9/13/07
Name PAMELA J. MILLER

EXHIBIT A

A twenty (20) foot strip of land lying seven and one-half (7.5) feet on the northerly and westerly side and twelve and one-half (12.5) feet on the southerly and easterly side of the following described line:

Beginning at the northeast corner of the NE quarter of the SE quarter of Section 15, Township 31 North, Range 5 East, W.M., Snohomish County, Washington,

Thence S $87^{\circ}37'47''$ W along the north line of said NE quarter, 1,295.97 feet to the west line of said NE quarter;

Thence S $3^{\circ}54'23''$ East along the said west line, 323.96 feet to the true point of beginning of the herein described centerline

Thence N $86^{\circ}6'11''$ E, 577.70 feet;

Thence N $14^{\circ}57'11''$ E, 241.42 feet to a point hereinafter known as Point "A";

Thence N $82^{\circ}10'37''$ E, 189.00 feet;

Thence S $58^{\circ}14'55''$ E, 190.68 feet;

Thence N $84^{\circ}04'49''$ E, 227.98 feet;

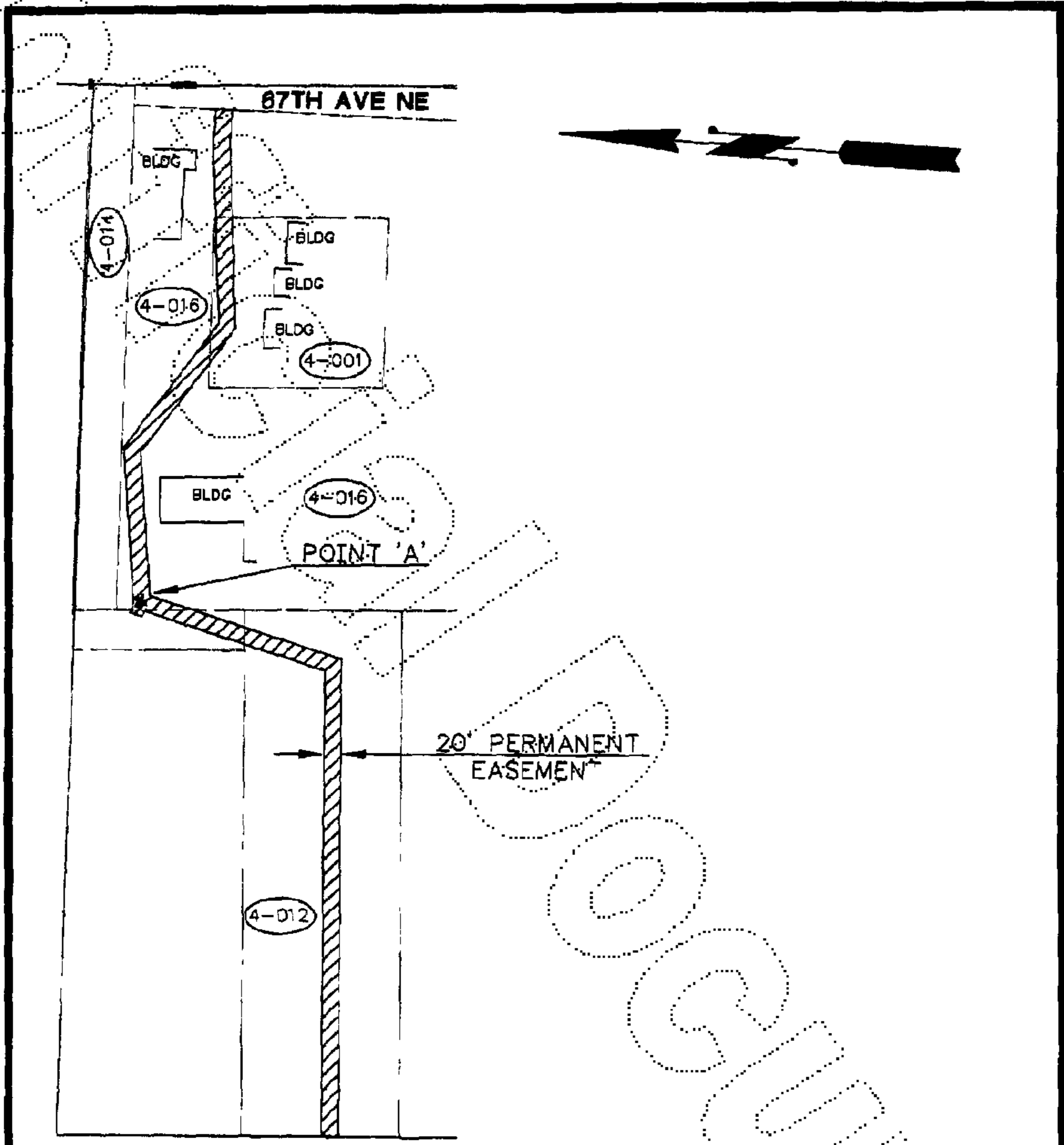
Thence S $89^{\circ}17'26''$ E, 35.18 feet and the end of the herein described centerline;


TOGETHER WITH a fifteen (15) foot strip of land lying seven and one-half (7.5) feet on each side of the following described centerline:

Beginning at said Point A;

Thence N $75^{\circ}02'49''$ W, 15.00 feet and the end of the herein described centerline.

DRAFT



(4-016) Tax Lot Number
 Permanent Easement

CITY OF ARLINGTON COMPOST FACILITY SEWER EASEMENT EASEMENT IN SE 1/4 15-31-5E		
CHS <small>CHS ENGINEERS INC</small>	<small>12507 BEL RED ROAD SUITE 101 BELLEVUE, WA 98005-2500</small>	Scale
	<small>TEL (425) 637-3893 FAX (425) 637-3894</small>	1" = 200'
Drawn by <u>VLG</u>	Approved by <u>TAP</u>	Sheet
Checked by <u>TAP</u>	Date <u>11/03</u>	<u>1</u> / <u>1</u>

DRAFT