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07/13/2006 2:28pm \$37.00
SNOHOMISH COUNTY, WASHINGTON

AFTER RECORDING, RETURN TO

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

OUR FILE NO. 27-254

**NO EXCISE TAX
REQUIRED**

JUL 11 2006

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

AMENDED EASEMENT AND AGREEMENT

GRANTOR(S): Kirk D. Jayne and Janet E. Jayne, husband and wife

GRANTEE(S): City of Arlington

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

ASSESSOR'S TAX #: 310524-002-027-00, 310524-002-028-00, 310524-002-020-00, 310524-002-005-00

REFERENCE #:

THIS AGREEMENT is made and entered into this 3 day of July, 2006, by and between Kirk D Jayne and Janet E Jayne, husband and wife (hereinafter "Grantors") and the City of Arlington, Washington (hereinafter "City")

WHEREAS, the parties previously entered into an agreement which was recorded under Snohomish County Auditor's File No 200211010054, and

WHEREAS, the parties have agreed to revised the 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 Exhibits "A-1" and "A-2",

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

The South ten (10 0) feet of the property described in Exhibit "A-1", attached, together with the West ten (10 0) feet and the South ten (10 0) feet of the property described in Exhibit "A-2", attached

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 one single family domestic water services, for each of the four tax parcels above referenced, 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 either 182nd or 186th Streets NE. Connection from the meter to the residence(s) shall be the responsibility of Grantor. No more than one residential connection shall be permitted to each of the four tax parcels, or a total of four total residential connections. No connection may serve more than one single family residential 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 23 day of June, 2006

CITY OF ARLINGTON, WASHINGTON

Margaret Larson
Margaret Larson, Mayor

ATTEST

Kathy Peterson
Kathy Peterson, City Clerk

GRANTORS

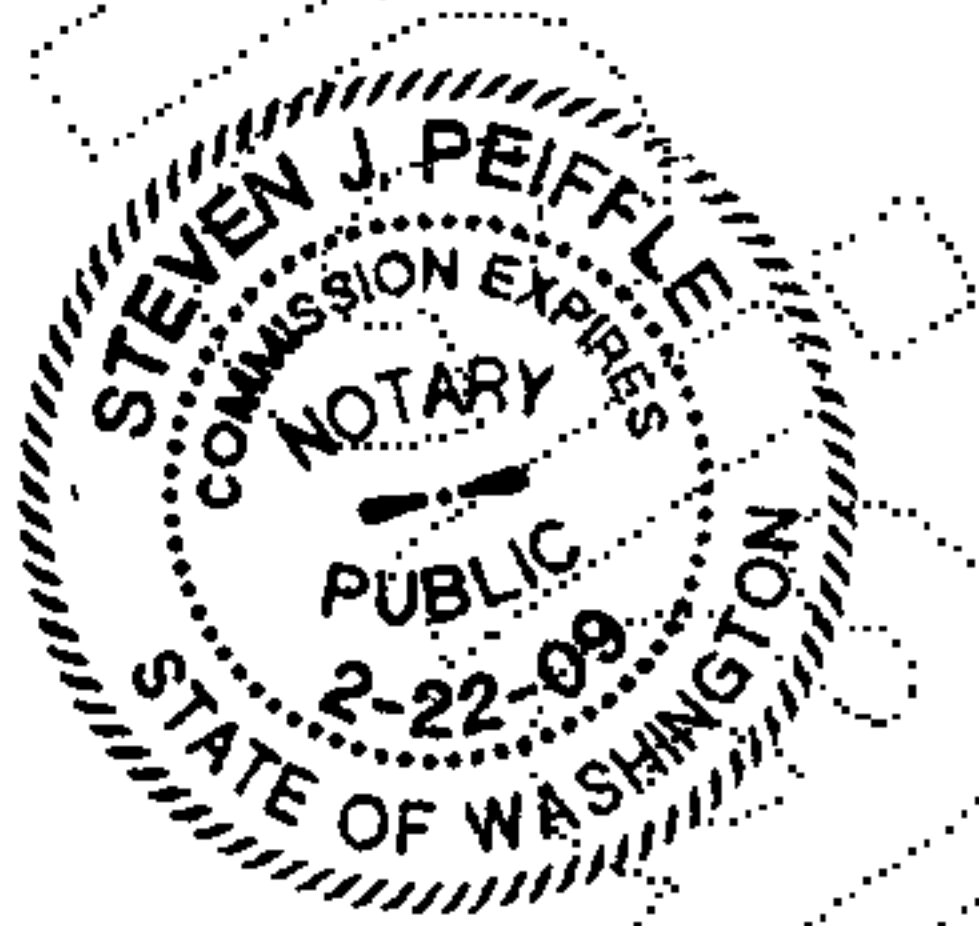
Kirk D. Jayne
Kirk D. Jayne

Janet E. Jayne
Janet E. Jayne

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

On this 3rd day of July, 2006, 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

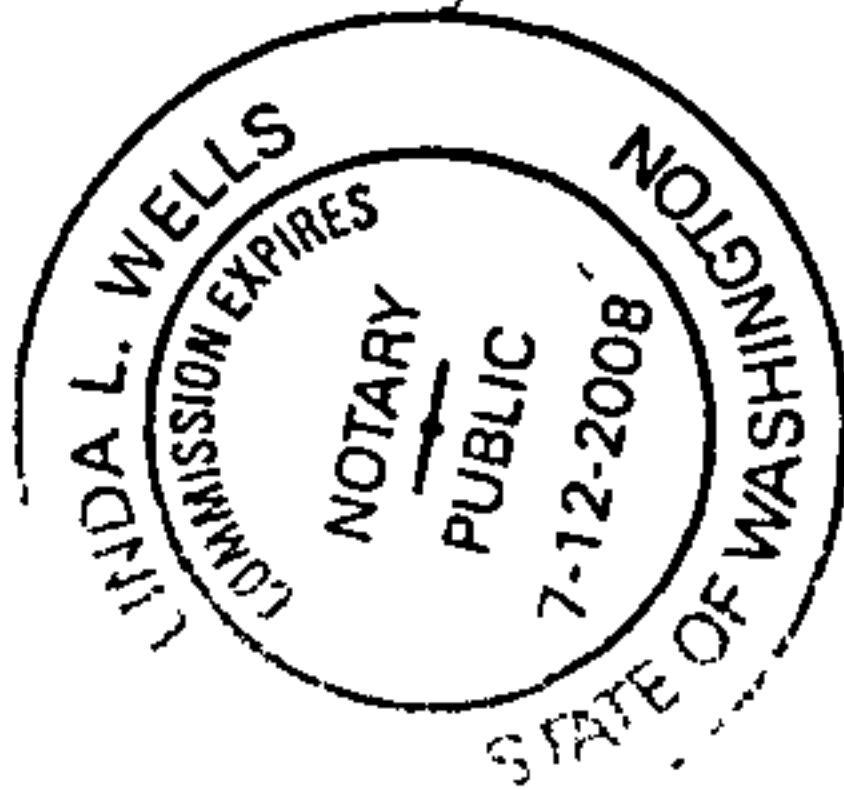


[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Arlington
My commission expires 2/22/09
Name Steven J. Peiffle

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

On this 23 day of June, 2006; before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kirk D Jayne, 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 Emmitt, WA
My commission expires 7-12-2008
Name LINDA L WELLS

EXHIBIT "A-1"

Lot 15, as shown on survey recorded in Volume 10 of Surveys, page 290, under Recording No 7910240363, records of Snohomish County, Washington, located in Section 24, Township 31 North, Range 5 East, W M., situate in Snohomish County, State of Washington

EXHIBIT "A-2"

Lot 16, as shown on survey recorded in Volume 10 of Surveys, page 290, under Recording No 7910240363, records of Snohomish County, Washington, located in Section 24, Township 31 North, Range 5 East, W.M., situate in Snohomish County, State of Washington