

AFTER RECORDING, RETURN TO.

CITY OF ARLINGTON  
UTILITY DEPT.  
c/o 238 N. OLYMPIC AVENUE  
ARLINGTON, WA 98223

OUR FILE NO. 27-453



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01/28/2008 9 41am \$45 00  
SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX  
REQUIRED**

**JAN 24 2008**

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

**TEMPORARY CONSTRUCTION EASEMENT**

**GRANTOR(S):** Steven C. Croft and Deborah D. Staley-Croft, H & W

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

**LEGAL (Abbrev.):** Portion of Section 12, T. 31 N., R. 5 E., W.M.

**ASSESSOR'S TAX #:** 31051200202000

**REFERENCE #:**

THIS AGREEMENT is made and entered into this 4 day of January, 2008, by and between Steven C Croft and Deborah D Staley-Croft, 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, Grantor wishes to grant an easement to the Grantee,

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows

1 Grant of Easements by Grantors to the City

1 1 Grantors grant and quit claim to the City of Arlington, and to the public, an easement to construct 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

TEMPORARY CONSTRUCTION  
EASEMENT

See attached Exhibit "A"

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.

## 2.0 Term and Termination

2.1 Temporary Easement This Agreement and all Grantee's rights hereunder shall terminate and revert to Grantor without further action required by Grantor upon the earlier of completion of the water line construction project on the easement area or the passage of twelve months from the date of this agreement, whichever occurs first. 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.

2.2 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.

## 3.0 Indemnification/Hold Harmless

3.1 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.

3.2 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.

## 4.0 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 shall be delivered or mailed postage prepaid to the address set forth below

DATED this 4 day of January, 2008

GRANTOR

MAILING ADDRESS

By Deborah D. Staley-Croft  
Deborah D. Staley-Croft

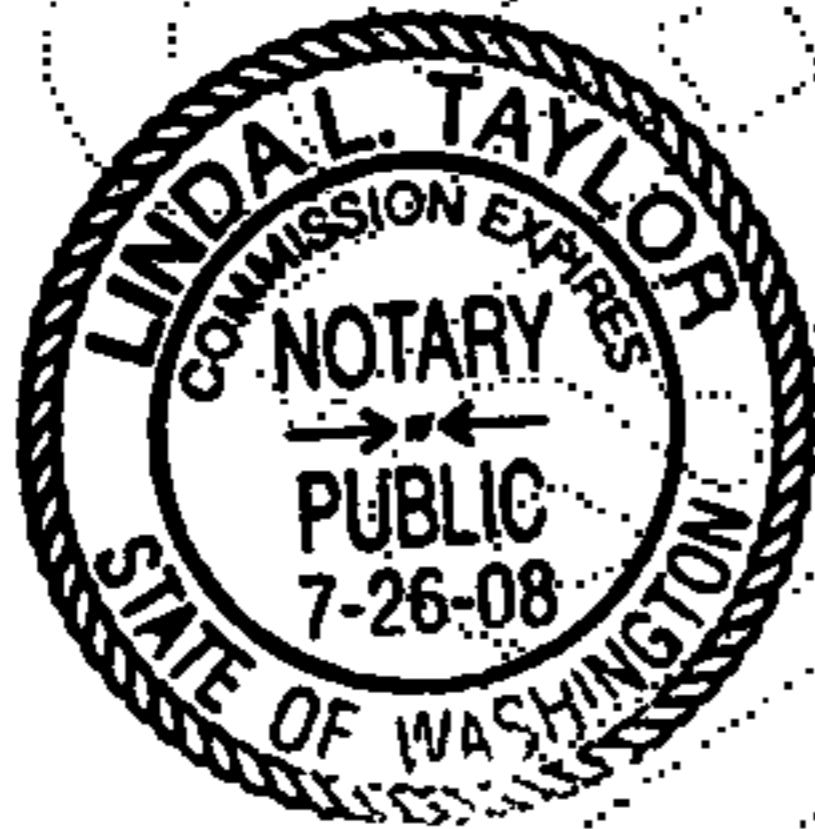
203 S Hamlin Drive  
Arlington, WA 98223

By St C Cft

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH)

On this 4 day of January, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven C. Croft and Deborah D. Staley-Croft, to me known to be the individuals that executed the foregoing instrument and acknowledged the said instrument to be their 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



Linda L. Taylor  
NOTARY PUBLIC in and for the State of  
Washington, residing at Snohomish Cty.  
My commission expires July 08  
Printed name Linda L. Taylor