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10/29/2014 2:14pm \$85.00
SNOHOMISH COUNTY, WASHINGTON

When Recorded Please Return

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

Our File No: 27-626

**NO EXCISE TAX
REQUIRED**

OCT 28 2014

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

<p>Document Title(s) (or transactions contained therein):</p> <p>Water Service and Easement Agreement</p>
<p>Grantor(s) (Last name first, then first name and initials)</p> <p>City of Arlington, a municipal corporation</p>
<p>Grantee(s) (Last name first, then first name and initials)</p> <p>Washington Federal, a National Association</p>
<p>Legal Description (abbreviated i.e. lot, block, plat or section, township, range, qtr./qtr.)</p> <p>Portion of SW Qtr of the SW Qtr of Section 12, Township 31 N., Range 5 E, WM</p>
<p>Reference Number(s) of Documents assigned or released:</p> <p>1393149 and 1405780</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p>31051200300300; 31051200301200; and 31051200301300</p>
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information</p>

Rec'd 11/27/14.mh

WATER SERVICE AND EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 9th day of September ~~February~~, 2014, by and between the CITY OF ARLINGTON, a municipal corporation, hereinafter referred to as the "CITY" and, WASHINGTON FEDERAL, A NATIONAL ASSOCIATION, hereinafter referred to as the "PROPERTY OWNER."

RECITALS:

WHEREAS, the CITY did enter into a Water Service Agreement with the Wallis Brothers on April 1, 1960, and a subsequent Water Service Agreement Correction on April 11, referenced by Snohomish County Auditor's numbers 1393149 and 1405780 respectively; and

WHEREAS, the PROPERTY OWNER is now the legal and rightful owner of the properties referenced in the 1960 Water Service Agreement and, through property succession, has all of the rights and obligation of that agreement; and

WHEREAS, the PROPERTY OWNER has subdivided one of the parcels making a total of three parcels subject to the terms of the 1960 Water Service Agreement, the subdivided properties, hereinafter referred to as the "PROPERTIES", are noted on a map that is included with, and made part of this agreement, as EXHIBIT A; and

WHEREAS, the CITY wishes to terminate the 1960 Water Service Agreement and enter into a new agreement for the provision of water service, and

WHEREAS, the PROPERTY OWNER wants to develop the PROPERTIES for residential housing building sites but does not want to install a sanitary sewer extension to the sewer main in 207 Street.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived to the parties, it is hereby agreed as follows:

1. EXISTING WATER SERVICE AGREEMENT. The CITY and the PROPERTY OWNER mutually agree to terminate the April 1, 1960 Water Service Agreement and subsequent April 11, 1960 Water Service Agreement Correction.

2. WATER SERVICE. The City of Arlington agrees to provide to and furnish water service to the PROPERTIES in accordance with current Arlington Municipal Codes, as they exist now or may be amended in the future, subject to the payment of all applicable fees and conditions, and with the following additional conditions:

- 2.a. The metered point of service for all three properties will be on CITY owned property at the same location where the metered point of service currently exists and is shown on EXHIBIT B, Metered Water Point of Service.
- 2.b. Water will be delivered to Metered Water Point of Service at an average water pressure range between ten pounds per square inch and fifteen pounds per square inch (10 psi to 15 psi).

- 2.c. PROPERTY OWNER will install water booster pump systems and necessary electrical service on CITY owned property at the Metered Water Point of Service. PROPERTY OWNER or their successors will retain ownership and all maintenance responsibilities for the booster pump and electrical systems.
- 2.d. CITY grants the PROPERTY OWNER a separate utility easement included herewith as EXHIBIT C. The utility easement will grant PROPERTY OWNER, or their successors, access rights onto the utility easement for purposes of servicing and maintaining the booster pump systems.
- 2.e. The CITY will have no obligation or responsibility for maintenance, operation, security, or protection of the booster pump system.

3. SANITARY SEWER SERVICE. PROPERTY OWNER may apply for off-site septic service for PROPERTIES through the Snohomish County Department of Health and the City of Arlington will not protest this application and/or its approval as long the off-site drain field is in the general location as shown on Exhibit A and as evaluated in the March 5, 2014 Geotechnical Addendum prepared by Earth Solutions NW (*Geotechnical Engineering Study ES-2750*), or at some other off-site location as approved by the Snohomish County Department of Health and agreed to by the City of Arlington Public Works Director.

4. ENTIRE AGREEMENT. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF ARLINGTON




Barbara Tolbert, Mayor

Attest:



Kristin Banfield, City Clerk

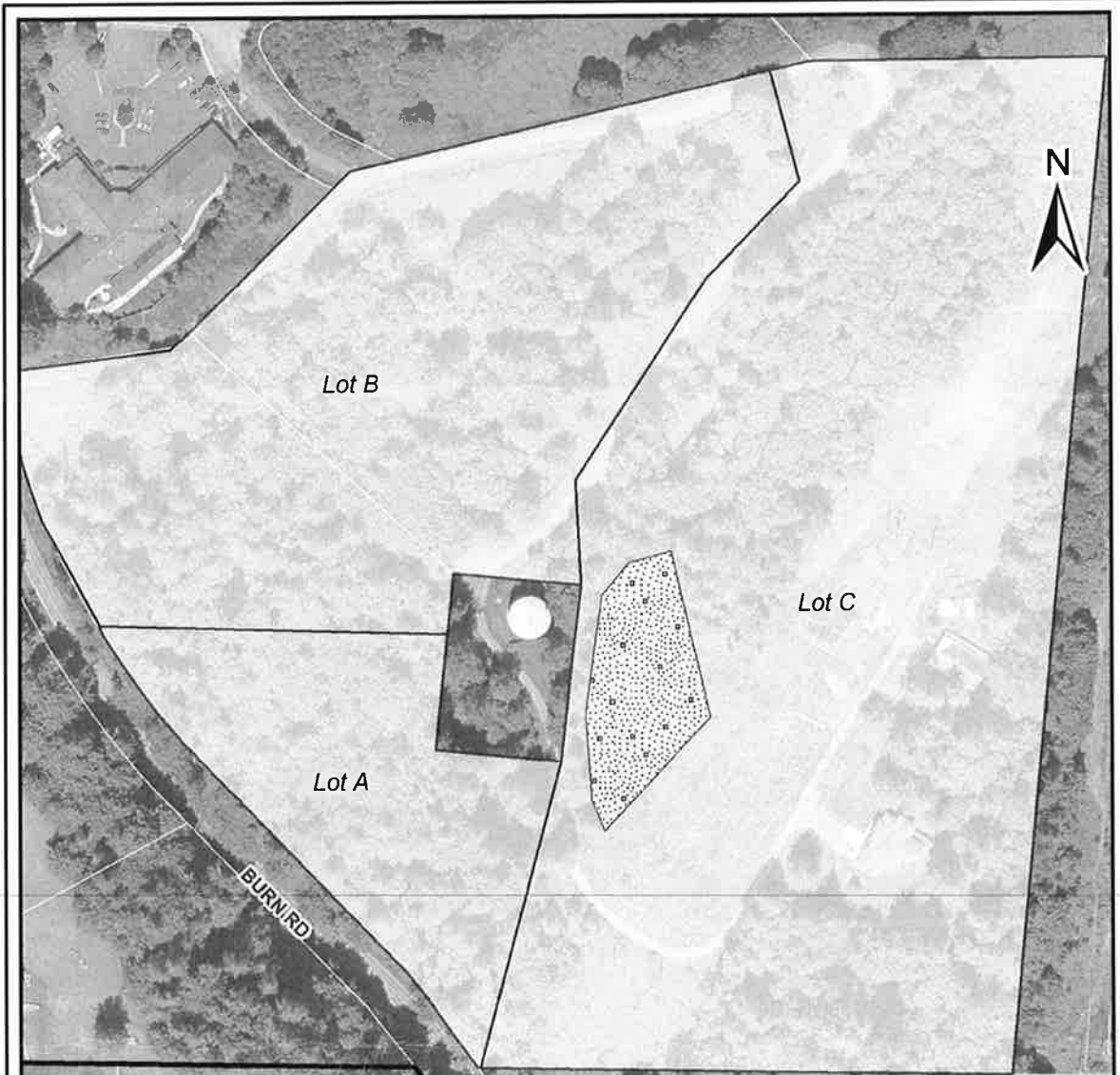
WASHINGTON FEDERAL



AUP

EXHIBIT A

VICINITY MAP

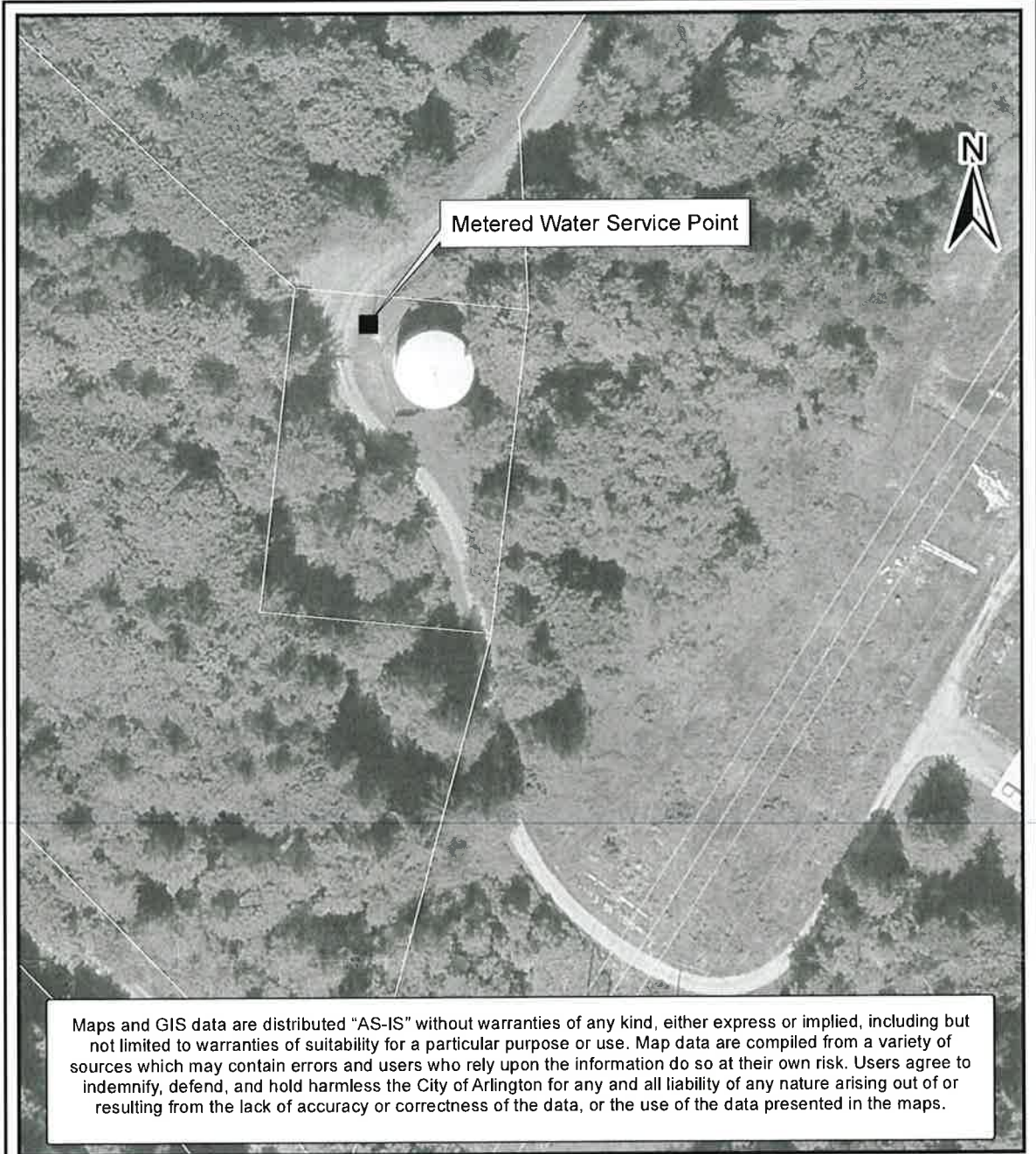


Maps and GIS data are distributed "AS-IS" without warranties of any kind, either express or implied, including but not limited to warranties of suitability for a particular purpose or use. Map data are compiled from a variety of sources which may contain errors and users who rely upon the information do so at their own risk. Users agree to indemnify, defend, and hold harmless the City of Arlington for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data presented in the maps.

Legend Drainfield Lots City Limits	City of Arlington Exhibit A Washington Federal Properties	
	Scale: 1 inch = 200 feet	File: BurnResEXHIBITA8.5x11_14
	Date: 10/10/2014	Cartographer: akc/kdh

EXHIBIT B

VICINITY MAP



Maps and GIS data are distributed "AS-IS" without warranties of any kind, either express or implied, including but not limited to warranties of suitability for a particular purpose or use. Map data are compiled from a variety of sources which may contain errors and users who rely upon the information do so at their own risk. Users agree to indemnify, defend, and hold harmless the City of Arlington for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data presented in the maps.

Legend ■ Water Meter	<i>City of Arlington</i> Exhibit B Water Metered Service Point of Delivery	
	Scale: 1 inch = 100 feet	File: BurnResEXHIBITB8.5x11_14
	Date: 10/14/2014	Cartographer: akc/kdh

EXHIBIT C

EXHIBIT

AFTER RECORDING, RETURN TO:

**CITY OF ARLINGTON
DEVELOPMENT SERVICES
238 N. OLYMPIC AVENUE
ARLINGTON, WA 98223**

OUR FILE NO. _____

UTILITY EASEMENT

GRANTOR(S): City of Arlington
GRANTEE(S): Washington Federal, a National Association
LEGAL (Abbrev.): Ptn. SW ¼ of SW ¼ of S. 12, T. 31 N., R. 5 E., W.M.
ASSESSOR'S TAX #:

REFERENCE #:

THIS AGREEMENT is made and entered into this 9th day of September 2014, by and between the City of Arlington, Washington (hereinafter "Grantor") and Washington Federal, a National Association (hereinafter "Grantee").

WHEREAS, Grantor is the owner 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 Grantor conveys and grant to the Grantee, its successors and assigns and permittees and licensees, a perpetual easement for ingress, egress and utilities and the right, privilege and authority to construct, alter, improve, repair, operate and maintain storm sewer and sanitary sewer lines, and/or water lines, electrical linespipes and appurtenances, over, under and across Grantor's property legally described as follows:

See Attached Exhibit "C-1"

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating the said lines and appurtenances, and the right at any time to remove said lines and appurtenances from said lands.

- 1.2 The Grantor reserves the right to use the surface of the above-described easement in any manner now existing, but shall not erect any buildings, structures, or other construction of any nature on said easement; provided, however, that Grantor shall have the right to make any use of the easement area not inconsistent with the Grantee's rights hereunder.

2. General Terms.

2.1 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.

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

2.3 Successors in Interest. This easement shall be a covenant running with the land and shall be binding on the Grantor, and Grantor's heirs, successors and assigns forever.

/

DATED this 9th day of September, 2014.

UTILITY EASEMENT
EXHIBIT C-1

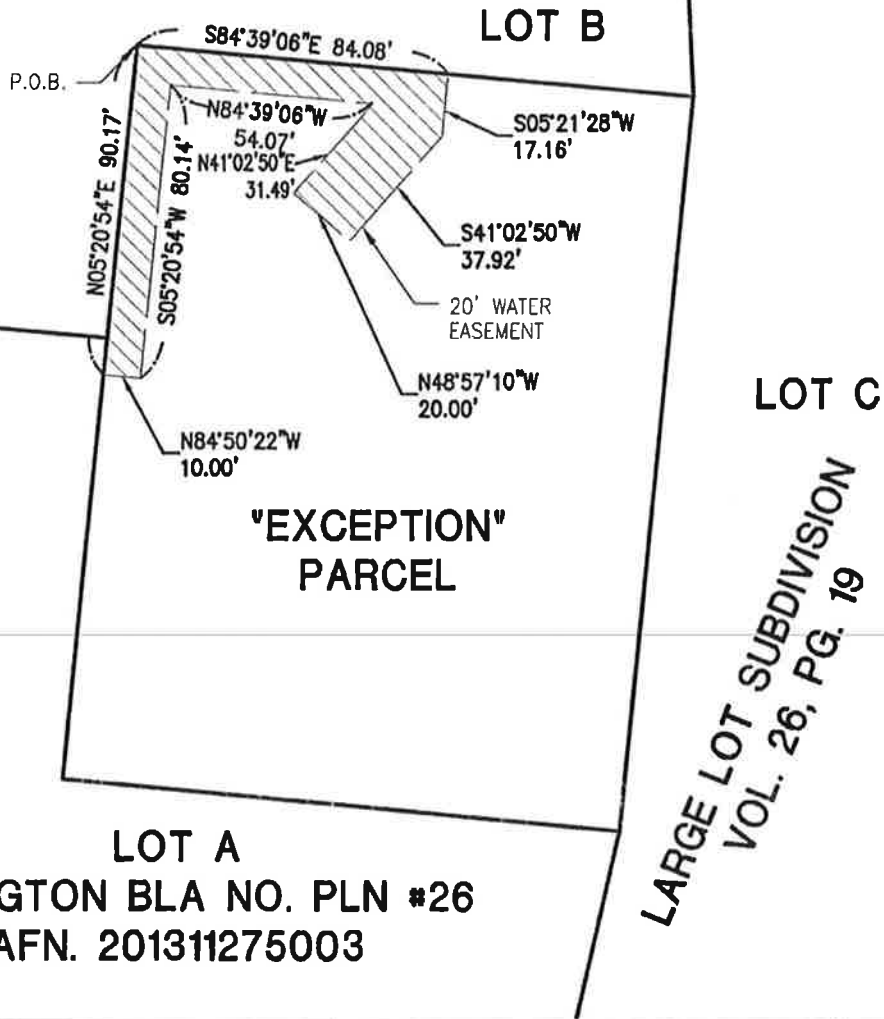
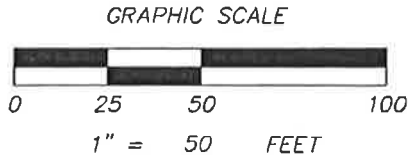
LEGAL DESCRIPTION
WATER TOWER SITE
WATER EASEMENT

That portion of the area shown as "exception" on Large Lot Subdivision recorded in Volume 26 of Surveys, Page 19, records of Snohomish County, Washington, being a portion of the Southwest quarter of the Southwest quarter of Section 12, Township 31 North, Range 5 East, Willamette Meridian, more particularly described as follows:


BEGINNING at the Northwest corner of said exception parcel;
THENCE South 84°39'06" East, 84.08 feet along the North line of said exception;
THENCE South 05°21'28" West, 17.16 feet;
THENCE South 41°02'50" West, 37.92 feet;
THENCE North 48°57'10" West, 20.00 feet;
THENCE North 41°02'50" East, 31.49 feet;
THENCE North 05°21'28" East, 0.72 feet to a point on a line parallel with and 10.00 feet South of said North line;
THENCE North 84°39'06" West, 54.07 feet along said parallel line to a point parallel with and 10.00 feet East of the West line of said exception;
THENCE South 05°20'54" West, 80.14 feet along said parallel line;
THENCE North 84°50'22" West, 10.00 feet to said West line;
THENCE North 05°20'54" East, 90.17 feet along said West line to the POINT OF BEGINNING.



Project Name: Krouse
June 3, 2014



File:P:\15000s\15976\survey\15976-EX02.dwg Date/Time:6/11/2014 11:18 AM BRIAN GILLOOLY

SCALE: HORIZONTAL 1"=50' VERTICAL N/A		For: WATER TOWER SITE	JOB NUMBER 15976
 18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	Title: WATER EASEMENT		15976L.003.DOC SHEET 1 of 1
	DESIGNED _____ DRAWN <u>STM</u> CHECKED <u>BDG</u> APPROVED <u>BDG</u> DATE <u>06/03/14</u>		