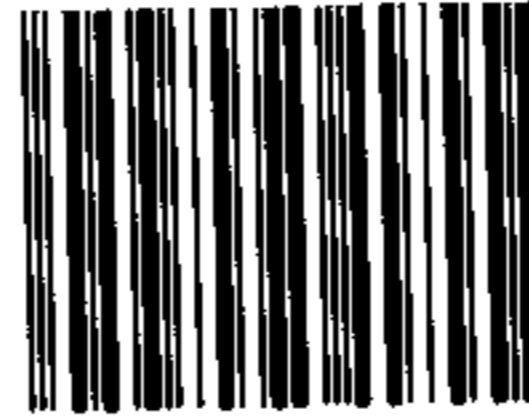


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p.0008 Recorded  
Snohomish County



AFTER RECORDING, RETURN TO:

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

OUR FILE NO. 27-160

**NO EXCISE TAX  
REQUIRED**

OCT 09 1998

FOR DANTINI, Snohomish County Treasurer  
By BOB DANTINI

9810080495

**EASEMENT AND AGREEMENT**

**GRANTOR(S):** Peter J. Poeschel, Donna J. Poeschel, husband and wife, and  
Ronald Schultz and Kathryn Schults, husband and wife

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

**LEGAL (Abbrev.):** N 1/2 of N 1/2 of SE 1/4 of NE 1/4 of Section 15, T. 31 N., R. 5 E. (portion)

**ASSESSOR'S TAX #:** 153105-1-013-0004

**REFERENCE #:**

THIS CONTRACT is made and entered into this 17<sup>th</sup> day of October, 1998, by and between Peter J. Poeschel, Donna J. Poeschel, Ronald Schultz, and Kathryn R. Schultz, and their marital communities, (hereinafter "Poeschel") and the City of Arlington, Washington (hereinafter "City").

WHEREAS, Poeschel are the owners of certain property located within the City of Arlington and desires to subdivide a portion of their property; and

WHEREAS, the subdivision has impacts which require mitigation in order to avoid adverse environmental and other impacts; 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. Poeschel is the owner of certain real property located within the City of Arlington, Washington, legally described on the attached **Exhibit "A"**, attached hereto and incorporated herein by this reference.

2. Grant of Easements by Poeschel to the City.

2.1 Poeschel grants and quit claims to the City of Arlington, and to the public, a perpetual easement for ingress, egress and utilities and the location of a linear trail system over, under and across a strip of property extending across Poeschel's above described property and legally described as follows:

The West 25 feet of the North ½ of the North ½ of the Southeast ¼ of the Northeast ¼ of Section 15, Township 31 North, Range 5 East, W.M., Situate in the County of Snohomish, State of Washington;

Subject to easements recorded under Snohomish County Auditor's File Nos. 2159144 and 9105200414 in favor of PUD #1 of Snohomish County.

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 and construct streets, curb, gutter, sidewalks and trail facilities, storm water facilities, underground utilities and to enter upon the easement to maintain the same.

3.1 Bonding for Improvements

Poeschel shall provide a bond, in a form acceptable to the City, in the amount of \$5,699.96, to provide for the improvements associated with the Centennial Trail easement across Poeschel's property as more particularly described in paragraph 3.2.

3.2 Trail/Fence Construction Responsibilities.

Poeschel shall construct, at Poeschel's sole expense, for the pedestrian

trail to be constructed on the easement area described above, fencing, a lockable gate, and landscaping, according to specifications provided by the City.

3.3 Trail Maintenance Responsibilities.

From and after the construction of the Centennial Trail on the property described in paragraph 2.1, above, and its acceptance by the City, said trail shall be maintained and repaired solely by the City of Arlington and solely at the City's expense.

3.4 Termination

The City may, in the City's sole discretion, agree to limit the scope of this easement and release the bond, in the event the Centennial Trail is not connected on the location described in this easement. In such event, Poeschel or its successors shall be obligated upon written notice of said limitation to pay to the City of Arlington the sum of \$3,600.00, representing Poeschel's obligation for park mitigation otherwise met by this agreement.

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 Poeschel 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 Poeschel or by Poeschel to the City shall be delivered or mailed postage prepaid to the parties at the addresses set forth below.

DATED this 17<sup>th</sup> day of October, 1998.

CITY OF ARLINGTON, WASHINGTON

*Robert Kraski*  
Robert Kraski, Mayor

ATTEST:

*Kathy Peterson*  
Kathy Peterson, City Clerk

POESCHEL

By: *Peter J. Poeschel*  
Peter J. Poeschel

*Donna J. Poeschel*  
Donna J. Poeschel

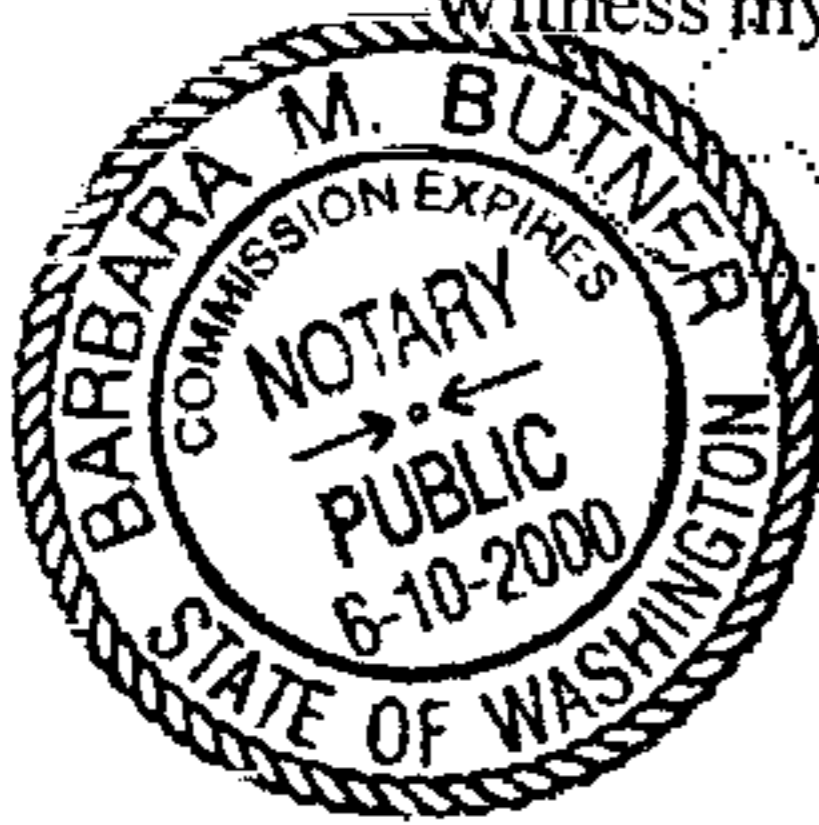
By: *Ronald Schultz*  
Ronald Schultz

*Kathryn R. Schultz*  
By: *Ronald Schultz*  
Kathryn R. Schultz

STATE OF WASHINGTON)  
 )ss  
COUNTY OF SNOHOMISH)

On this 7<sup>th</sup> day of October, 1998, 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.



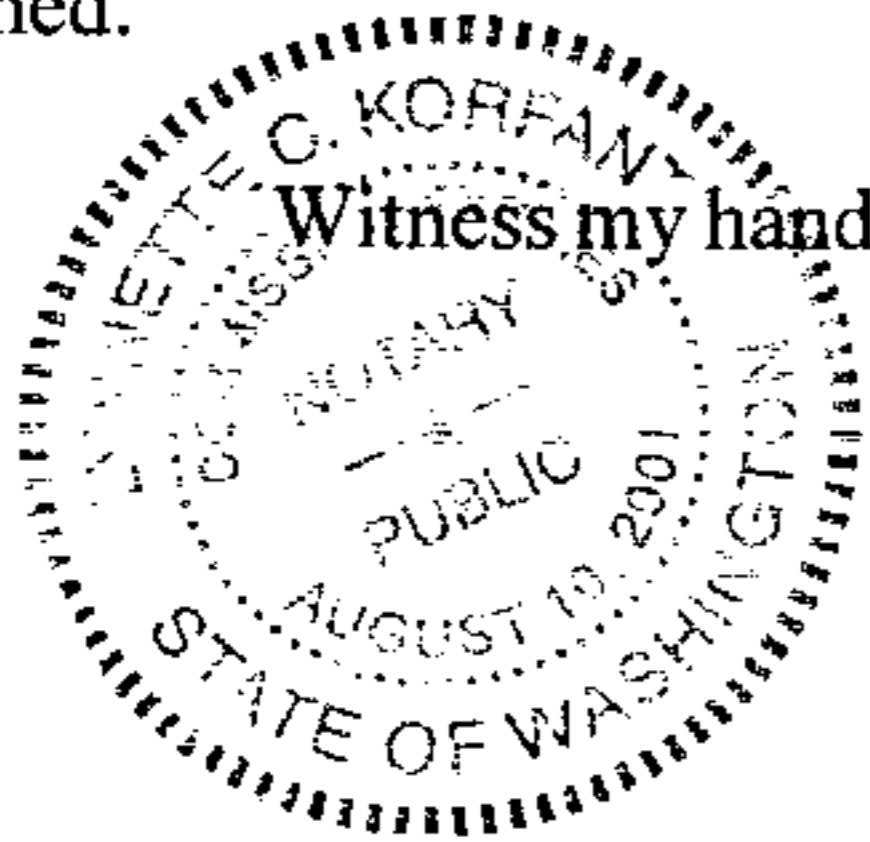
Barbara Butner

NOTARY PUBLIC in and for the State of Washington, residing at Arlington  
My commission expires: 6-10-2000  
Name: Barbara Butner

STATE OF WASHINGTON)  
 )ss  
COUNTY OF SNOHOMISH)

On this 2<sup>nd</sup> day of October, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter J. Poeschel, 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.



Lynnette Korfanta

NOTARY PUBLIC in and for the State of Washington, residing at Arlington  
My commission expires: 8-10-2001  
Name: Lynnette C Korfanta





**EXHIBIT "A"**

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4  
OF SECTION 15, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., SITUATED IN THE  
COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**9810080495**