

**NO EXCISE TAX
REQUIRED**

NOV 17 2004

BOB DANTINI, Snohomish County Treasurer

Y. BOB DANTINI

AFTER RECORDING, RETURN TO

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

OUR FILE NO. 27-339



200411180078 4 PGS
11-18-2004 10:54am \$22.00
SNOHOMISH COUNTY. WASHINGTON

EASEMENT

GRANTOR(S): The Gleneagle Country Club Association, a nonprofit association

GRANTEE(S): City of Arlington

LEGAL (Abbrev.): Portion of NW 1/4, Section 23, Township 31 N., Range 05 E.

ASSESSOR'S TAX #: 00738500102700

REFERENCE #:

THIS CONTRACT is made and entered into this 26th day of October, 2004, by and between The Gleneagle Country Club Association (hereinafter "Grantor") and the City of Arlington, Washington (hereinafter "City")

WHEREAS, Grantor is the owner of certain property located within the City of Arlington, and

WHEREAS, the City has located utility line(s) 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

1. Grant of Easements by Grantor to the City

1 1 Grantor grants and quit claims to the City of Arlington, and to the public,

a perpetual easement for ingress, egress and the location of utility lines and appurtenant facilities over, under and across Grantor's property, legally described as follows

TRACT A-32 OF THE PLAT OF THE WOODLANDS DIVISION A, SECTOR 1, AS RECORDED IN VOLUME 46 OF PLATS AT PAGES 37, 38, 39, 40, 41 AND 42, UNDER RECORDING NUMBER 8504035005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON

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

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

2.1 Maintenance Responsibilities

All facilities on the property described in paragraph 1.1, above, shall be maintained and repaired solely by the City of Arlington and solely at the City's expense, including restoration of the property

3. General Provisions.

3.1 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

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

3.3 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

3.4 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 Grantor assigns its interests hereunder, a copy of said written assignment shall be provided to the City

DATED this 26th day of October, 2004.

CITY OF ARLINGTON, WASHINGTON

Margaret Larson
Margaret Larson, Mayor
238 N Olympic Avenue
Arlington, WA 98223

ATTEST

Kathy Peterson
Kathy Peterson, City Clerk

GRANTORS

The Gleneagle Country Club Association

By John L. Shouman
John L. Shouman, President

Unofficial Document

