

NO SALES TAX  
REQUIRED

NOV - 6 1975

KIRKE SIEVERS, Snohomish County Treasurer

By Ann Nerley  
Deputy

E A S E M E N T

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C85

1 THE GRANTORS, ~~NEW WOOD CO. HEADQUARTERS, 1000 1/2 1ST AVENUE, BOSTON, MASSACHUSETTS 02111~~  
 2 ~~SEPARATELY OWNED BY:~~ ALEXANDER MYERS AND COMPANY, INC., a Washington  
 3 corporation; ~~YAPA COMPANY, 1000 1/2 1ST AVENUE, BOSTON, MASSACHUSETTS 02111~~  
 4 ~~AND JOHN D. JOHNSON VENTURE, 1000 1/2 1ST AVENUE, BOSTON, MASSACHUSETTS 02111~~  
 5 ~~MYERS, 1000 1/2 1ST AVENUE, BOSTON, MASSACHUSETTS 02111; RICHARD A. MYERS, 1000 1/2 1ST AVENUE, BOSTON, MASSACHUSETTS 02111;~~  
 6 ~~ALEXANDER MYERS, 1000 1/2 1ST AVENUE, BOSTON, MASSACHUSETTS 02111;~~ and J. H.  
 7 BAXTER & CO., a California corporation, hereinafter called the  
 8 grantors, for and in consideration of the mutual covenants herein  
 9 contained, grant and convey to the CITY OF ARLINGTON, a municipal  
 10 corporation of the State of Washington, hereinafter called the  
 11 grantee, an easement for water transmission and distribution main,  
 12 and any electrical lines as may be needed in connection therewith,  
 13 over, under and across the following described lands and premises,  
 14 situated in Snohomish County, State of Washington, to wit:

Water Main Easement:

The West 20 feet of the South half of the Southeast quarter of the Northeast quarter of Section 22, Township 31 North, Range 5 East, W.M.

MUTUAL COVENANTS:

19 1. This easement shall be perpetual provided the grantee  
 20 substantially completes the installation of a water transmission  
 21 and distribution main on and in connection with this easement prior  
 22 to December 30, 1977. If the aforesaid water facility is not so  
 23 substantially completed by December 30, 1977, this easement shall  
 24 automatically terminate and all rights hereunder granted to the  
 25 grantee shall revert to the then owner(s) of each portion of land  
 26 underlying the said easement. Surface use of the easement by the  
 27 grantee or its successors shall be non-exclusive; provided, however,  
 28 that no permanent structures shall be permitted to exist on the  
 29 ground above the easement.

30 2. Should the aforesaid easement ever permanently cease to be  
 31 used for its intended purpose, this easement shall then automatic-  
 32 ally terminate and all rights herein granted shall revert to the

JOSEPH P. MATHEWS, JR.  
ATTORNEY AT LAW  
315 OLYMPIA AVENUE  
ARLINGTON, WASH. 98223  
GENERAL 5-2546

1 then owner(s) of the property underlying each portion of said  
2 easement.


3 3. The grantee shall provide and install on the main water  
4 line running through the water main easement, at such locations  
5 as shall be specified by the grantor and without cost to the  
6 grantor, at the time of construction of said water line and not  
7 thereafter one service tee (or cross , at the option of the  
8 grantee) of not less than six inch minimum size suitable for  
9 water mains to supply industrial or commercial water service to  
10 grantor within the property now owned by the grantor in the South-  
11 east quarter of the Northeast quarter of Section 22, Township 31  
12 North, Range 5 East, W.M., Snohomish County, Washington. The  
13 grantee shall also install at actual cost to it of labor and  
14 materials such additional service tees (or crosses, at the option  
15 of the grantee) on said main water line running through the water  
16 main easement as may in writing be requested by the grantor prior  
17 to construction of the line but not thereafter, provided the  
18 grantor shall have paid the cost to the grantee for such labor and  
19 materials at the time such written request is made.

20 4. The grantee, after installing its water facility, shall  
21 thereafter provide water, for industrial or commercial purposes  
22 only, to the premises described in the preceding paragraph of this  
23 easement; provided, however, that all extensions of water lines  
24 from the main water line shall be made totally at the expense of  
25 the grantor and shall be done according to the standards for such  
26 water line extensions as shall now or in the future be in effect or  
27 adopted by the grantee, it being further understood that all water  
28 to be furnished shall be metered for each individual user and the  
29 rates charged for such water shall be those now or in the future  
30 charged for water furnished by the grantee to its customers or  
31 consumers.

32 5. Hookup, meter, installation and monthly or other periodic

1 service or water charges to be assessed by the grantee against any  
2 water user within the property described in paragraph 3 of this  
3 easement shall be no higher than such charges assessed against  
4 comparable water users now or in the future served with water by  
5 the grantee, it being understood that such charges presently  
6 include a surcharge on water consumption charges for those users  
7 located outside the corporate limits of the City of Arlington and  
8 that such surcharges will apply until either the user's property  
9 is within said corporate limits or the grantee changes its policy  
10 of charging such a surcharge. Such surcharge shall not exceed any  
11 such surcharge now or hereafter being made for water furnished to  
12 any other area outside said corporate limits.

13 6. The grantee may install a fire hydrant or hydrants on the  
14 above easement, but shall not be obligated to do so.

15 7. All electrical service and other appropriate utilities  
16 shall be installed underground and with minimum damage to any  
17 existing greenbelt running along the route of the easement. The  
18 main shall be installed as far <sup>WEST</sup> ~~South~~ on the easement as is   
19 practicable.

20 8. The grantee shall pay all and any personal property taxes,  
21 real property taxes or assessments hereafter levied against any  
22 real or personal property located on or in connection with the  
23 easement described herein.

24 9. The grantee shall hold the grantor, and its heirs,  
25 executors, administrators, successors and assigns, harmless from  
26 liability for all acts or omissions on or in connection with  
27 construction, use or operation of all facilities on or in connec-  
28 tion with the water and distribution transmission system.

29 10. This easement and the terms and conditions thereof shall  
30 be binding upon and inure to the benefit of the parties, their  
31 heirs, executors, administrators, successors and assigns.

32 11. The said water main shall be buried and the grantee is

1 given the right of ingress and egress from said lands across  
2 adjacent lands of the grantor for the purpose of constructing such  
3 main. It is understood that in the repair or replacement of the  
4 same, the grantee shall promptly fill and back fill all ditches so  
5 as to minimize the disturbance of the use of the service of said  
6 premises.

7 12. The grantor shall have the right to cross either above  
8 or under the easement for purposes of ingress, egress and util-  
9 ities, providing that such crossings do not interfere with the  
10 water line utility, and provided that prior notification of such  
11 crossing(s) be given to the grantee, and grantor furnishes "as-  
12 built" drawings thereof to the grantee.

13 13. Grantee shall have the further perpetual right and  
14 easement to cross the easement at any point or points West of  
15 the water main for the purpose of supplying water to users located  
16 West of the easement.

17 14. Grantor covenants that at the time of making and delivery  
18 of this easement it was lawfully seized of an indefeasible estate  
19 in fee simple, in and to the premises herein described, and has  
20 good right and full power to convey the same, that the premises  
21 are then free from all encumbrances, and that grantor warrants to  
22 the grantee, its successors and assigns, the quiet and peaceable  
23 possession of such premises, and will defend the title thereto  
24 against all who may lawfully claim the same; provided that the  
25 said covenants shall not apply to any encroachments or overlaps  
26 on property adjoining the grantor's property in any area of the  
27 easement.

28 IN WITNESS WHEREOF, we have hereunto set our hands this  
29 28<sup>th</sup> day of August, 1975.

30 ALEXANDER MYERS AND COMPANY, INC.,  
31 a Washington corporation

32 By Richard A. Myers  
Richard A. Myers, President

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By *Alexander B. Myers*  
Alexander B. Myers, Secretary

~~ARLINGTON COMPANY, a partnership  
d/b/a Arlington Field Joint Venture~~

~~By Sanford L. Body, Partner~~

~~Kenneth G. Myers~~

~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~

~~Alexander B. Myers~~

~~XXXXXXXXXXXX~~

J. H. BAXTER & CO.,  
a California Corporation

By *William D. Spies*  
President

By *[Signature]*  
Secretary

GRANTORS

CITY OF ARLINGTON, a municipal  
corporation of the State of Washington

By *[Signature]*  
Mayor

GRANTEE



*[Signature]*  
City Clerk

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JOSEPH P. MATHEWS, JR.  
ATTORNEY AT LAW  
315 OLYMPIC AVENUE  
ARLINGTON, WASH. 98223  
GENERAL 9-2846

OFFICIAL RECORDS

1 STATE OF WASHINGTON }  
2 County of Snohomish } ss.

3 On this \_\_\_\_\_ day of \_\_\_\_\_, 1975 before me personally  
4 appeared HOWARD A. CHRISTIANSON and KATHY LEDBETTER, to me known  
5 to be the Mayor and City Clerk, respectively, of the CITY OF  
6 ARLINGTON, the corporation that executed the foregoing instrument,  
7 and acknowledged said instrument to be the free and voluntary act  
8 and deed of said corporation, for the uses and purposes therein  
9 mentioned, and on oath stated that they are authorized to execute  
10 said instrument and that the seal affixed is the corporate seal of  
11 said corporation.

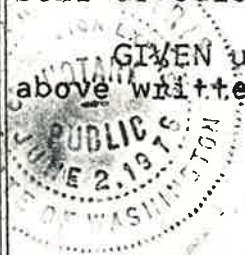
12 GIVEN under my hand and official seal the day and year last  
13 above written.

14 NOTARY PUBLIC in and for the State of  
15 Washington, residing at Arlington

16 STATE OF WASHINGTON )  
17 County of King ) ss.

18 On this 15 day of Sept., 1975, before me personally  
19 appeared RICHARD A. MYERS and ALEXANDER B. MYERS, to me known to  
20 be the President and Secretary, respectively, of the corporation  
21 ALEXANDER MYERS AND COMPANY, INC., that executed the foregoing instrument,  
22 and acknowledged said instrument to be the free and voluntary act and deed of said  
23 corporation for the uses and purposes therein mentioned, and on  
24 oath stated that they are authorized to execute said instrument  
25 and that the seal affixed (if any seal is affixed) is the corporate  
26 seal of said corporation.

27 GIVEN under my hand and official seal the day and year last  
28 above written.



29 Ruth S. Norris  
30 NOTARY PUBLIC in and for the State of  
31 Washington, residing at Seattle

32 STATE OF WASHINGTON )  
33 County of King ) ss.

34 On this day personally appeared before me ~~SAID CORPORATION~~  
35 KENNETH G. MYERS, LUELLE N. MYERS, RICHARD A. MYERS, JANET G.  
36 MYERS, ALEXANDER B. MYERS and JEANETTE L. MYERS, to me known to be  
37 the individuals described in and who executed the within and fore-  
38 going instrument, and acknowledged that they signed the same as  
39 their free and voluntary act and deed, for the uses and purposes  
40 therein mentioned.

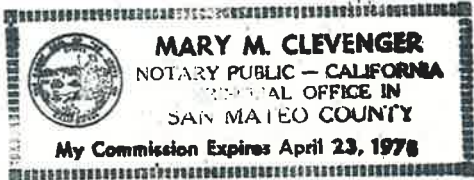
41 GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_  
42 1975.

43 NOTARY PUBLIC in and for the State of  
44 Washington, residing at Seattle

1 STATE OF CALIFORNIA )  
2 County of San Mateo ) ss.

3 On this 28<sup>th</sup> day of August, 1975, before me personally  
4 appeared WILLARD O. SPIES and R.B. MOSSMAN  
5 known to be the President and Secretary, respectively, of Baxter & Co.  
6 corporation that executed the foregoing instrument, and acknowledged  
7 said instrument to be the free and voluntary act and deed of  
8 said corporation for the uses and purposes therein mentioned, and  
9 on oath stated that they are authorized to execute said instrument  
10 and that the seal affixed (if any seal is affixed) is the corporate  
11 seal of said corporation.

12 GIVEN under my hand and official seal the day and year last  
13 above written.



Mary M. Clevenger  
NOTARY PUBLIC in and for the State of  
California, residing at Porter City

14 STATE OF WASHINGTON )  
15 ) ss.  
16 COUNTY OF KING

17 On this day personally appeared before me SANFORD L. PODY, to me known  
18 to be the individual described in and who executed the within and foregoing  
19 instrument as a partner and managing partner of A.P.A. COMPANY, a  
20 partnership, d/b/a Arlington Field Joint Venture, and acknowledged that he  
21 signed the same as his free and voluntary act and deed, for the uses and  
22 purposes therein mentioned, and that he is duly authorized to sign the same  
23 for said partnership.

24 GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
25 1975.

NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle

26 STATE OF WASHINGTON )  
27 ) ss.  
28 County of Snohomish )

29 On this day personally appeared before me ELWOOD R. FALOR, to  
30 me known to be the individual described in and who executed the  
31 within and foregoing instrument, and acknowledged that he signed  
32 the same as his free and voluntary act and deed, for the uses and  
33 purposes therein mentioned.

34 GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
35 1975.

NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_

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HENRY B. WHALEN, AUDITOR  
SNOHOMISH COUNTY, WASH.  
DEPUTY

*Betty Danielson*

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