

SPECIAL AGREEMENT TO SUPPLY WATER

The parties hereto are the TOWN OF ARLINGTON, a municipal corporation of the State of Washington, hereinafter called the "town", and WILLIAM F. WALLIS and HUGH E. WALLIS, both single men, residing at Route 5, Arlington, Washington, hereinafter called "Wallis".

WHEREAS, Wallis has by a separate instrument granted the town a certain site on Wallis' land for location of water tanks and has granted certain easements over and across their land for road, water pipeline and power purposes upon the express understanding that the town will agree to supply water for residential and fire protection purposes to homes which now are or may hereafter be constructed on the Wallis property below described and certain other property below described under the terms and conditions hereinafter set forth; NOW THEREFORE, intending to be legally bound hereby,

IT IS AGREED as follows:

1. When the Water System Additions and Betterments which are described in the report of Hill & Ingman, engineers, dated March 11, 1960, have been completed, and water is available in the main line to be constructed on the below-described property, the town will supply water for residential and fire protection purposes to homes which now are or may hereafter be constructed on the following described property, situated in Snohomish County, Washington:

The West half of the Southwest quarter of Section 12, Township 31 North, Range 5 East, W.M., EXCEPT that portion thereof lying West of State Highway 1-A.

2. The town will upon the written request of Wallis supply water for the same purposes as set forth in Paragraph 1, above, for the following described property, situated in Snohomish County, Washington:

That portion of the Northwest quarter of the Northwest quarter of Section 13, Township 31 North, Range 5 East W. M. lying East of State Highway 1-A,

if Wallis or either of the Wallis' acquire the legal title to said property.

3. The responsibility of the town to supply said water shall be limited to the making of water available to users at the usual and ordinary rates for metered water which may be charged to water users by the town from time to time, it being understood that any such user shall be governed by all applicable ordinances, rules and

such laws shall be governed by all applicable ordinances, rules and
orders of the town from time to time, it being understood that such
and ordinary rates for metered water which may be charged to water
be limited to the making of meter alterations to users of the meter
3. The responsibility of the town to supply such water shall

properly.
It further agrees to transfer to the water, electric and gas utility to serve

M. W. Lynd East of State Highway 1-4,
quarter of section 13, township 31 north, range 2 east
that portion of the northwest quarter of the northwest

county, Washington:
for the following described property, situated in Snohomish
county for the same purposes as set forth in paragraph 1, above.

5. The town will upon the written request of water utility
quarter of section 13, township 31 north, range 2 east.
The west half of the southeast quarter of section 13,
county, Washington:

on the following described property, situated in Snohomish county,
purposes to power which now are or may hereafter be constructed
the town will supply water for residential and fire protection
the water line to be constructed on the below-described property,
which in 1980, have been completed, and water is available to
are described in the report of Hill & Johnson, engineers, dated
1. Upon the water system additions and betterments which

It is agreed as follows:

properly.
hereinafter set forth: NOW THEREFORE, intending to be legally
other property below described under the terms and conditions
constructed on the water property below described and certain
protection purposes to power which now are or may hereafter be
that the town will agree to supply water for residential and fire
water hydrant and power purposes upon the express understanding
described certain easements over and across that land for road,
a certain site on water, land for location of water tanks and use

WHEREAS, water has by a separate instrument granted the town
"water".
and residing at Route 2, Arlington, Washington, hereinafter called
"town", and WILLIAM E. WATTS and JOHN E. WATTS, both single
corporation of the state of Washington, hereinafter called the
the parties hereto are the TOWN OF ARLINGTON, a municipal

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regulations of the town governing the supplying of water. If the water is to be supplied to property outside the corporate limits of the town, it shall be furnished at such rates as may be applicable thereto but the town shall not refuse to supply water for that reason.

4. If it is necessary to install booster pumping to supply water to any of the above-described property which may lie at a higher elevation than that of the water tank or tanks, the town shall at its own expense install such system and shall at its own expense operate and maintain the same.

5. All water to be supplied pursuant to this agreement shall be at such pressures as are adequate for the use to be made of the same for residential purposes.

6. The town accepts no responsibility or obligation for furnishing or installing at its expense pipes, mains, hydrants or other elements of any water system, other than the main supply line running from the tanks to the present corporate limits of the town.

7. This agreement shall inure to the benefit of Wallis, their heirs, administrators, executors and assigns.

IN WITNESS WHEREOF, the parties hereto have signed this agreement at Arlington, Washington, this 11 day of April, 1960.



TOWN OF ARLINGTON, WASHINGTON,
A Municipal Corporation

By J. Boyd Ellis Mayor

By Helen Bergan Clerk

William F. Wallis
Hugh E. Wallis

STATE OF WASHINGTON)
County of Snohomish) ss.

On this 11th day of April, 1960, before me personally appeared J. BOYD ELLIS and HELEN BERGAN, to me known to be the Mayor and Clerk respectively of the TOWN OF ARLINGTON, a municipal corporation, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said Town of Arlington.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



J. P. Mathews
Notary Public in and for the State of Washington, residing at Arlington

