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NO SALES TAX  
REQUIRED

APR 18 1974

VERNE SIEVERS, Snohomish County Treasurer

By James Munday  
Deputy

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E A S E M E N T

THE GRANTORS, BUSINESS ASSISTANCE and FINANCE, INC., a Washington corporation, and DR. W. DEAN HOWELL, liquidating trustee of TENGO, INC., a Washington corporation, hereinafter called the grantors, for and in consideration of the mutual covenants herein contained, grant and convey to the CITY OF ARLINGTON, a municipal corporation of the State of Washington, hereinafter called the grantee, an easement for a water storage facility, transmission and distribution main, and any electrical lines as may be needed in connection therewith, over, under and across the following described lands and premises, situated in Snohomish County, State of Washington, to wit:

Water Main Easement:

The North 20 feet of the South 220 feet of the West 350 feet of the Southwest quarter of the Northwest quarter; the East 20 feet of the West 350 feet of the South 200 feet of the Southwest quarter of the Northwest quarter; the South 20 feet of the Southwest quarter of the Northwest quarter, EXCEPT the West 350 feet thereof; the South 20 feet of the West 20 feet of the Southeast quarter of the Northwest quarter; the West 20 feet of the Northeast quarter of the Southwest quarter, EXCEPT the South 980 feet thereof; the North 20 feet of that portion of the South 980 feet of the Northeast quarter of the Southwest quarter lying Westerly of the Easterly boundary of a private road easement as recorded under Auditor's File No. 2277757, records of Snohomish County, Washington. All in Section 23, Township 31 North, Range 5 East, W.M.

Tank Site Easement:

That portion of the North 400 feet of the South 1250 feet of the West 960 feet of the Northeast quarter of the Southwest quarter lying Easterly of the Easterly boundary of a private road easement as recorded under Auditor's File No. 2277757, records of Snohomish County, Washington; in Section 23, Township 31 North, Range 5 East, W.M.

MUTUAL COVENANTS:

1. This easement shall be perpetual provided the grantee substantially completes a water supply facility on and in connection with this easement prior to December 30, 1977; provided, however, that if the grantee does install the water facility

EASEMENT - PAGE 1

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GENERAL 5 2514

*Handwritten signatures and initials*

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1 within the time specified, the grantee shall not be obligated to  
2 install the water main on the portion of the easement along the  
3 South line of the Southwest quarter of the Northwest quarter and/  
4 or the West 350 feet of the Northeast quarter of the Southwest  
5 quarter of Section 23, Township 31 North, Range 5 East, W.M.,  
6 Snohomish County, Washington, but may install said main elsewhere  
7 provided it has acquired an easement to do so; provided, further,  
8 that if the grantee does not install said main on those portions  
9 or either of those portions of the easement herein granted, the  
10 grantee will at its expense extend a six inch water main from a  
11 point on the constructed line Northerly to meet the existing road  
12 easement on the West line of the Southeast quarter of the North-  
13 west quarter of said section, township and range, and will install  
14 a tee of not less than six inch size within the right of way of  
15 the existing road within the Northeast quarter of the Southeast  
16 quarter of said section, township and range, approximately opposite  
17 the site of the storage tank or reservoir; and provided, finally,  
18 that the grantee shall upon having installed the line in some  
19 alternate location than on the portion(s) of the easement, on which  
20 it is not obligated to do so, then on demand the grantee shall  
21 convey the portion(s) of the easement not used to the then owners  
22 of each portion of land underlying the portions of the easement  
23 not used by the grantee. If the aforesaid water facility is not  
24 so substantially completed by December 30, 1977, this easement  
25 shall automatically terminate and all rights hereunder granted to  
26 the grantee shall revert to the then owner(s) of each portion of  
27 land underlying the said easement. Surface use of the easement  
28 by the grantee or its successors shall be non-exclusive with the  
29 exception of the tank site; provided, however, that no permanent  
30 structures shall be permitted to exist on the ground above the  
31 easement.

32 2. Should the aforesaid easement ever permanently cease to

EASEMENT - PAGE 2

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KR JJR*

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1 be used for its intended purpose as a water supply facility, this  
2 easement shall then automatically terminate and all rights herein  
3 granted shall revert to the then owners of the property underlying  
4 each portion of said easement.

5 3. The grantor reserves the right by paying any excess costs  
6 (costs greater than the cost of the line needed by the grantee  
7 for its purposes) to add to or supplement any electrical trans-  
8 mission lines or facilities the grantee may install in the ease-  
9 ment, to provide the grantor with electrical power for its own  
10 purposes; provided, however, that such addition or supplementation  
11 may be done under then existing codes or regulations.

12 4. The grantee shall provide and install on the main water  
13 line running through the water main easement, at such locations  
14 as shall be specified by the grantor and without cost to the gran-  
15 tor, at the time of construction of said water line and not there-  
16 after, three service tees of not less than six inch minimum size  
17 suitable for water mains to supply domestic water service to  
18 future residential users located within the property now owned by  
19 the grantor in Section 23, Township 31 North, Range 5 East, W.M.,  
20 Snohomish County, Washington. The grantee shall also install at  
21 actual cost to it of labor and materials such additional service  
22 tees on said main water line running through the water main ease-  
23 ment as may in writing be requested by the grantor prior to con-  
24 struction of the line but not thereafter, provided the grantor  
25 shall have paid the cost to the grantee for such labor and mater-  
26 ials at the time such written request is made. If the grantee  
27 does not utilize the entire easement herein granted, the grantee's  
28 obligation under this paragraph shall be limited to installation  
29 of the tees specified in paragraph 1, above, and additional  
30 service tees as specified in the sentence immediately preceding  
31 this sentence.

32 5. The grantee, after installing its water facility, shall

EASEMENT - PAGE 3

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1 thereafter provide water for domestic purposes only to all areas  
2 with three or more permanent residences located on the land now  
3 owned by the grantor in said Section 23; provided, however, that  
4 all extensions of water lines, other than those above specified to  
5 be installed at grantee's expense, from the main water line shall  
6 be made totally at the expense of the grantor and shall be done  
7 according to the standards for such water line extensions as shall  
8 now or in the future be in effect or adopted by the grantee, it  
9 being further understood that all water to be furnished shall be  
10 metered for each individual user and the rates charged for such  
11 water shall be those now or in the future charged for water  
12 furnished by the grantee to its customers or consumers.

13 6. Hookup, meter, installation and monthly or other periodic  
14 service or water charges to be assessed by the grantee against any  
15 water user within the property owned by the grantor in said Section  
16 23 shall be no higher than such charges assessed against comparable  
17 water users now served with water by the grantee, it being under-  
18 stood that such charges presently include a surcharge on water  
19 consumption charges for those users located outside the corporate  
20 limits of the City of Arlington and that such surcharges will  
21 apply until either the user's property is within said corporate  
22 limits or the grantee changes its policy of charging such a sur-  
23 charge. Such surcharge shall not exceed any such surcharge now or  
24 hereafter being made for water furnished to any other area outside  
25 said corporate limits.

26 7. The grantee shall install at least one fire hydrant with-  
27 in 200 yards of the water storage facility to be constructed on  
28 the above easement.

29 8. All electrical service and other appropriate utilities  
30 except a water supply tank shall be installed underground and with  
31 minimum damage to the aesthetic value of the adjacent properties.  
32 The water tank, or reservoir itself, and any appurtenances thereto

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*Joseph P. Mathews, Jr.*  
*J.P.M.*

1 shall be screened by shrubs, trees or other natural vegetation to  
2 make the installation as parklike or as aesthetically pleasing as  
3 reasonably possible. The intent of this provision is to cause all  
4 development to blend into the currently natural and attractive  
5 residential area that is planned. The grantor and its successors  
6 may hook up to any utilities of the grantee located within said  
7 easement by paying a prorata cost and water service fees and  
8 charges as above provided.

9 9. The grantee shall pay all and any personal property  
10 taxes, real property taxes or assessments hereafter levied against  
11 any real or personal property located on or in connection with  
12 the easement described herein.

13 10. The grantee shall hold the grantor and its successors  
14 harmless from liability for all acts or omissions on or in connec-  
15 tion with construction, use or operation of all facilities on or  
16 in connection with the water storage and transmission system.

17 11. This easement and the terms and conditions thereof shall  
18 be binding upon and inure to the benefit of the parties, their  
19 successors and assigns.

20 12. The said water main shall be buried and the grantee is  
21 given the right of ingress and egress from said lands across  
22 adjacent lands of the grantor for the purpose of constructing such  
23 main. It is understood that in the repair or replacement of the  
24 same, the grantee shall promptly fill and backfill all ditches so  
25 as to minimize the disturbance of the use of the service of said  
26 premises.

27 13. The grantor shall have the right to cross either above or  
28 under the easement for purposes of ingress, egress and utilities,  
29 providing that such crossings do not interfere with the water line  
30 utility, and provided that prior notification of such crossing(s)  
31 be given to the grantee, and grantor furnishes "as-built" drawings  
32 thereof to the grantee.

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*John P. Mathew, Jr.*  
*Attorney at Law*  
JOSEPH P. MATHEW, JR.  
ATTORNEY AT LAW  
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ARLINGTON, WASH. 98223  
GENERAL 5-2544

1 14. Grantor covenants that at the time of making and delivery  
2 of this easement it was lawfully seized of an indefeasible estate  
3 in fee simple, in and to the premises herein described, and has  
4 good right and full power to convey the same, that the premises  
5 are then free from all encumbrances, and that grantor warrants to  
6 the grantee, its successors and assigns, the quiet and peaceable  
7 possession of such premises, and will defend the title thereto  
8 against all who may lawfully claim the same; provided that the  
9 said covenants shall not apply to any encroachments or overlaps on  
10 property adjoining the grantor's property in any area of the  
11 easement.

12 IN WITNESS WHEREOF, we have hereunto set our hands this  
13 9<sup>th</sup> day of April, 1974.

14 BUSINESS ASSISTANCE and FINANCE, INC.,  
15 a Washington corporation

16 By Dr. Frank J. Rigos  
17 Dr. Frank J. Rigos President

18 By Ronald T. Munro  
19 Ronald T. Munro Secretary

20 TENGO, INC., a Washington corporation  
21 By Dr. W. Dean Howell  
22 Dr. W. Dean Howell Liquidating Trustee

23 GRANTORS

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

26 By [Signature]  
27 Mayor

27 ATTEST:

28 GRANTEE

29 [Signature]  
30 City Clerk

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

3 On this 9<sup>th</sup> day of April, 1974 before me personally appeared  
4 DR. W. DEAN HOWELL, to me known to be the Liquidating Trustee of  
5 TENGO, INC., the corporation that executed the foregoing instru-  
6 ment, and acknowledged said instrument to be the free and voluntary  
7 act and deed of said corporation, for the uses and purposes therein  
8 mentioned, and on oath stated that he is authorized to execute  
9 said instrument and that the seal affixed (if any seal is affixed)  
10 is the corporate seal of said corporation.

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

*Michael P. Fogue*

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



11 STATE OF WASHINGTON }  
12 County of Snohomish } ss.

13 On this 17<sup>th</sup> day of April, 1974 before me personally appeared  
14 HOWARD A. CHRISTIANSON and KATHY, to me known to be the Mayor and  
15 City Clerk, respectively, of the CITY OF ARLINGTON, the corporation  
16 that executed the foregoing instrument, and acknowledged said  
17 instrument to be the free and voluntary act and deed of said  
18 corporation, for the uses and purposes therein mentioned, and on  
19 oath stated that they are authorized to execute said instrument  
20 and that the seal affixed is the corporate seal of said corpora-  
21 tion.

22 GIVEN under my hand and official seal the day and year last  
23 above written.

*Joseph P. Mathews, Jr.*

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



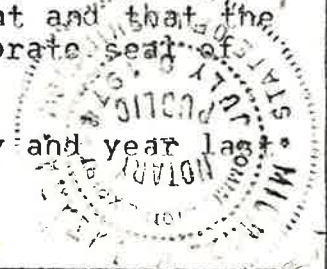
22 STATE OF WASHINGTON }  
23 County of King } ss.

24 On this 9<sup>th</sup> day of April, 1974 before me personally appeared  
25 DR. J. FRANK RIGOS and RONALD T. MUNRO, to me known to be the  
26 President and Secretary, respectively, of the corporation that  
27 executed the foregoing instrument, and acknowledged said instru-  
28 ment to be the free and voluntary act and deed of said corporation  
29 for the uses and purposes therein mentioned, and on oath stated  
30 that they are authorized to execute said instrument and that the  
31 seal affixed (if any seal is affixed) is the corporate seal of  
32 said corporation.

33 GIVEN under my hand and official seal the day and year last  
34 above written.

*Michael P. Fogue*

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



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HENRY B. WALEN, AUDITOR  
SNOHOMISH COUNTY, WASH.  
DEPUTY  
*Henry B. Walen*

JOSEPH P. MATHEWS, JR.  
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