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RECORDED

NO SALES TAX  
REQUIRED

OFFICIAL RECORDS  
1975 MAR 27 PM 2 38

MAR 28 1975

KIRKE SEEVERS, Snohomish County Treasurer  
By Richard Chayka  
Esq.

HENRY B. WHALEN, AUDITOR  
SNOHOMISH COUNTY, WASH.  
Henry Berger

E A S E M E N T

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THE GRANTORS, CHARLEY A. ENGERSETH and NORMA F. ENGERSETH,  
a married man as his separate  
his wife, and KEITH S. WILLIAMS ~~and MARIE WILLIAMS, his wife,~~  
property  
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, trans-  
mission 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:

Permanent Easement:

The South 10 feet of that portion of the South 200 feet of  
the West 330 feet of the Southwest quarter of the North-  
west quarter of Section 23, Township 31 North, Range 5  
East, W.M. lying East of Marysville-Arlington Highway, also  
known as 67th Avenue N.E.

Construction and Maintenance Easement:

The North 10 feet of the South 20 feet of that portion of  
the South 200 feet of the West 330 feet of the Southwest  
quarter of the Northwest quarter of Section 23, Township  
31 North, Range 5 East, W.M., lying East of Marysville-  
Arlington Highway, also known as 67th Avenue N.E.

MUTUAL COVENANTS:

1. This easement shall be perpetual provided the grantee  
substantially completes a water supply facility on and in connec-  
tion with this easement prior to December 30, 1977. If the afore-  
said water facility is not so substantially completed by December  
30, 1977, this easement shall automatically terminate and all  
rights hereunder granted to the grantee shall revert to the then  
owner(s) of each portion of land underlying the said easement.  
Surface use of the easement by the grantee or its successors shall  
be non-exclusive; provided, however, that no permanent structures  
shall be permitted to exist on the ground above the easement.

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

6           3. The grantee shall provide and install on the main water  
7 line running through the water main easement, at such location  
8 as shall be specified by the grantor and without cost to the  
9 grantor, at the time of construction of said water line and not  
10 thereafter, a service tee connection of appropriate size for  
11 water pipe to supply domestic water service only to the present  
12 or future residential user occupying the following described  
13 premises, situated in Snohomish County, State of Washington:

14           That portion of the South 200 feet of the West 330 feet of  
15 the Southwest quarter of the Northwest quarter of Section 23,  
16 Township 31 North, Range 5 East, W.M. lying East of Marysville-  
Arlington Highway, also known as 67th Avenue N.E.

17           The grantee shall also at the time of construction of the water  
18 main install a meter, meter box and all necessary associated  
19 fittings for the purpose of providing domestic water to grantor's  
20 residence at a total cost to grantee of \$165.00. No tap-in or  
21 late charge shall be charged to grantor, this concession being  
22 part of the consideration for this easement. It shall be grantor's  
23 responsibility to provide water line from meter to home, and at  
24 grantor's sole expense.

25           4. The grantee, after installing its water facility, shall,  
26 thereafter provide water for domestic purposes only to the  
27 grantor's home as specified in paragraph 3, above; provided,  
28 however, that all extensions of water lines from the meter shall  
29 be made totally at the expense of the grantor and shall be done  
30 according to the standards for such water line extensions as shall  
31 now or in the future be in effect or adopted by the grantee, it  
32 being further understood that all water to be furnished shall be

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1 metered for each individual user and the rates charged for such  
2 water shall be those now or in the future charged for water  
3 furnished by the grantee to its customers or consumers.

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

17 6. The grantee may install a fire hydrant on the easement  
18 as close as possible to 67th Avenue N.E.; and grantee shall  
19 install such a hydrant either on the East or West sides of 67th  
20 Avenue N.E., whether the hydrant is installed on the easement or  
21 on the county road right of way.

22 7. All electrical service and other appropriate utilities  
23 shall be installed underground and with minimum damage to the  
24 aesthetic value of the grantor's property.

25 8. The grantee shall pay all and any personal property  
26 taxes, real property taxes or assessments hereafter levied  
27 against any real or personal property located on or in connection  
28 with the easement described herein.

29 9. The grantee shall hold the grantor and its successors  
30 harmless from liability for all acts or omissions on or in connec-  
31 tion with construction, use or operation of all facilities on or  
32 in connection with the water transmission system.

1 line.

2 15. Grantee may make extensions of the main line South  
3 from the installed line for the purpose of furnishing water to  
4 property lying South of grantor's property, and grantor hereby  
5 grants full permission to do so.

6 IN WITNESS WHEREOF, we have hereunto set our hands this  
7 23rd day of July, 1974.

8 Charley A. Engerseth  
9 Charley A. Engerseth

9 G.O. Road S.T.L.

7/22/74

10 Norma F. Engerseth  
11 Norma F. Engerseth

12 Keith S. Williams  
13 Keith S. Williams

14 ~~Marie Williams~~

15 GRANTORS

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

18 By [Signature]  
19 Mayor

20 GRANTEE

21 ATTEST:

22 [Signature]  
23 City Clerk

24 STATE OF WASHINGTON )  
25 County of Snohomish ) ss.

26 On this 17<sup>th</sup> day of March, 1975 before me personally  
27 appeared HOWARD A. CHRISTIANSON and KATHY LEDBETTER, to me known  
28 to be the Mayor and City Clerk, respectively, of the CITY OF  
29 ARLINGTON, the corporation that executed the foregoing instrument,  
and acknowledged said instrument to be the free and voluntary act  
and deed of said corporation, for the uses and purposes therein  
mentioned, and on oath stated that they are authorized to execute  
said instrument and that the seal affixed is the corporate seal of  
said corporation.

30 GIVEN under my hand and official seal the day and year last  
31 above written.

32 [Signature]  
NOTARY PUBLIC in and for the State of  
Washington, residing at Arlington

OFFICIAL RECORDS

JOSEPH P. MATHEWS, JR.  
ATTORNEY AT LAW  
315 OLYMPIC AVENUE  
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1 STATE OF WASHINGTON )  
2 County of Snohomish } ss.

3 On this day personally appeared before me CHARLEY A. ENGERSETH  
4 and NORMA F. ENGERSETH, to me known to be the individuals described  
5 in and who executed the within and foregoing instrument, and  
6 acknowledged that they signed the same as their free and voluntary  
7 act and deed, for the uses and purposes therein mentioned.

8 GIVEN under my hand and official seal this 23<sup>rd</sup> day of  
9 July, 1974.

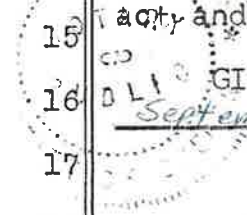


Joseph P. Mathews, Jr.  
NOTARY PUBLIC in and for the State of  
Washington, residing at Arlington

11 STATE OF OREGON )  
12 County of Multnomah } ss.

13 On this day personally appeared before me KEITH S. WILLIAMS  
14 and ~~MARIE WILLIAMS~~, to me known to be the individual\* described  
15 in and who executed the within and foregoing instrument, and  
16 acknowledged that he signed the same as his free and voluntary  
17 act and deed, for the uses and purposes therein mentioned.

18 GIVEN under my hand and official seal this 10<sup>th</sup> day of  
19 September, 1974.



Diane A. Tate  
NOTARY PUBLIC in and for the State of  
Oregon, residing at Milwaukie  
My Commision Expires 4/2/75

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