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NO EXCISE TAX
REQUIRED

APR 12 1991

KIRKE SIEVERS, Snohomish County, Treasurer
By *Nancy [Signature]* Deputy

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Jerrill Gorman

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EASEMENT FOR WATER LINE AND AGREEMENTS

THE GRANTOR, ARLINGTON SCHOOL DISTRICT NO. 16, SNOHOMISH

COUNTY, STATE OF WASHINGTON, a public corporation organized and existing under the laws of the State of Washington, pursuant to and in consideration of certain covenants and agreements, appearing in that certain Warranty Deed recorded under Snohomish County Auditor's File No. 2275278, between the grantees and the grantor's predecessors in interest which are binding upon the grantor, grants to JOSEPH P. MATHEWS, JR. and KATHRYN F. MATHEWS, his wife, and their heirs, executors, administrators and assigns, hereinafter called the grantees, a perpetual easement ten (10) feet in width for a water line, together with the right to enter upon said easement and to use machinery thereon for the construction, reconstruction, repair and maintenance of said water line extending from the City of Arlington water line hereinafter mentioned to the grantees' property, over and across a strip of land ten (10) feet in width being a portion of the following described premises of the grantor, to wit:

Those portions of the Northeast quarter of the Northwest quarter of the Northwest quarter and of Lots 9, 13 and 14, Kunze Acreage Tracts, according to plat thereof recorded in Volume 9 of Plats, page 43, records of Snohomish County, Washington, all situated in Section 12, Township 31 North, Range 5 East, W.M., Snohomish County, Washington, described as follows:

Commencing at the Northwest corner of said Lot 13; thence North 85°24'32" East along the North line thereof for 85.18 feet to the true point of beginning; thence South 3°00' West for 151.33 feet; thence South 15°24'32" West

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Return to: *Joseph P. Mathews, Jr., Attorney
315 North Olympic Avenue
Arlington, WA 98223*

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cc: Mathews

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for 159.63 feet; thence South 30°24'32" West for 122.37 feet to the South line of said Lot 14; thence South 87°30'34" West 23.77 feet to the Northeast corner of said Lot 9; thence South 3°00' West along the East line of said Lot 9 for 198.51 feet to a point being 200.62 feet North of the Southeast corner of said Lot 9; thence South 87°30'34" West for 475.23 feet to the West line of said Lot 9 to a point being 200.0 feet North of the Southwest corner of said Lot 9; thence South along the said West line of said Lot 9 to the Southeast corner of said Northeast quarter of the Northwest quarter of the Northwest quarter, hereinafter called "said subdivision"; thence West on the South line of said subdivision to the Southwest corner of said subdivision; thence North along the West line of said subdivision to the Northwest corner of said subdivision; thence South 89°51'08" East along the North line of said Section 12 to the true point of beginning.,)

which property is the servient tenement, and the location of which ten (10) foot strip is as follows:

The South line of said ten (10) foot strip is the centerline of that certain existing (now graveled) road which runs on a generally East and West direction on a location near the North boundary of the grantor's said premises, extended East in a straight line from the point where such road begins turning South from its Easterly direction, to intersect the West line of the grantees' property hereinafter described, and extended West in a straight line from the point where such road reaches the existing City of Arlington twelve (12) inch in diameter water line, all as shown on an "as-built" drawing furnished to the City of Arlington by the grantor (on which drawing the said road has been drawn and located), a copy of a portion of which "as-built" drawing, showing the locations of the road, boundaries, the easement and the water line is hereto attached and by reference thereto made a part hereof.,

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for the use and benefit of the following described property of the grantees, their heirs, executors, administrators and assigns, which property is the dominant tenement as to said easement:

That portion of Lot 13, Kunze Acreage Tracts, as per plat recorded in Volume 9 of Plats, page 43, records of Snohomish County, Washington, described as follows:

Commencing at the Northwest corner of said Lot 13; thence North 85°24'32" East along the North line thereof for 85.18 feet to the true point of beginning; thence North 85°24'32" East for 326.97 feet to the Northeast corner of said Lot 13; thence South 11°22'08" West along the East line of said Lot 13 for 387.34 feet to a point on the Easterly projection of an existing fence; thence South 85°27'18" West along the Easterly projection of an existing fence, along said existing fence, and along the Westerly projection of said existing fence for 345.54 feet to a point on said Westerly projection of said fence; thence North 30°24'32" East for 88.05 feet; thence North 15°24'32" East for 159.63 feet; thence North 3°00' East for 151.33 feet parallel to the West line of said Lot 13 to the true point of beginning.

Situated in Snohomish County, State of Washington.,

together with such right as the grantees may arrange with the City of Arlington to hook on to said City of Arlington water line and to take and transport water therefrom by said pipeline through said easement for the use and benefit of the dominant tenement, upon the following terms and conditions:

(a) If in the future the grantor should decide to pave any portion of the aforesaid graveled road which is affected by this easement, before doing so the grantor shall give the grantees

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at least sixty (60) days written notice so that the grantees, if they wish, may install the water line prior to the paving being done, so as to minimize the damage to the paving and minimize the cost of repairs of the road surface incidental to the installation of the water line.

(b) If and when the grantee does install said water line in the easement, the grantees shall restore the road surface disturbed by installation of the water line to substantially its former condition.

(c) Prior to installation, repair or reconstruction of the water line in the easement, the grantees shall notify the grantor, so as to afford the grantor and grantees an opportunity to take any safety precautions that may appear to be desirable, and to discuss any possible alternatives which may then exist to locate the water line at some other place than in the easement.

(d) Nothing herein is to be construed as an agreement that the grantor shall at any time furnish water at the grantor's expense to the grantees, or to pay any of the cost or installation cost of the water line. It is understood that the water line from which the easement runs is or will be owned by the City of Arlington and any water therefrom which may be furnished to the grantees will be furnished by the City of Arlington. The line which is to be installed by the grantees shall be owned by the grantees and grantees shall be solely responsible for repair and

maintenance of said line and shall hold the grantor harmless from any damages caused by failure to adequately maintain the line.

(e) The agreements and conditions in this instrument shall be considered as covenants running with the land, binding upon and inuring to the benefit of the parties.

DATED this 14th day of January, 1988⁹¹.

GRANTOR: ARLINGTON SNOHOMISH SCHOOL DISTRICT NO. 16, SNOHOMISH COUNTY, STATE OF WASHINGTON

By: *Gene L. Chase*
Chairman of the Board

By: *James L. Maw*
Secretary

GRANTEES: *Joseph P. Mathews, Jr.*
Joseph P. Mathews, Jr.

Kathryn F. Mathews
Kathryn F. Mathews

STATE OF WASHINGTON)
: ss
COUNTY OF SNOHOMISH)

On this 14th day of January, 1988⁹¹, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gene L. Chase and James L. Maw to me known to be the Chairman of the Board and Secretary of

