

COPY

10
WATER LINE EASEMENT

NO EXCISE TAX
REQUIRED

OCT 17 1994

KIRKE SIEVERS, Snohomish County Treasurer
By KIRKE SIEVERS

9410140786

For valuable consideration, receipt whereof is hereby acknowledged, Grantor, NILE TEMPLE, A.A.O.N.M.S., a non-profit corporation, existing under the laws of the State of Washington, hereby grants and conveys to Grantee, the City of Mountlake Terrace, a municipal corporation in Snohomish County, a six inch, eight inch and twelve inch water main and appurtenances as constructed by Grantor, together with a ten foot wide easement for the purpose of operating and maintaining said water main under and across Government Lot 3, Section 32, Township 27 North, Range 4 East, W.M., Snohomish County, Washington, more particularly described as follows:

Said easement is 5 feet on each side of the following described centerline, to wit:

Beginning at the intersection of the centerlines of 64th Avenue West and 236 Street S. W. (the centerline of 64th Avenue West having a bearing of north 0°11'41" east);
thence north 89°48'19" west a distance of 28 feet;
thence south 0°11'41" west a distance of 98 feet;
thence south 45°11'41" west a distance of 16.64 feet;
thence south 66°30'41" west a distance of 502.16 feet to point "A;"
thence continuing south 66°30'41" west a distance of 249 feet;
thence south 21°30'41" west a distance of 97.14 feet to point "B;"
thence continuing south 21°30'41" west a distance of 29.86 feet;
thence south 32°45'41" west a distance of 110 feet;
thence north 57°14'19" west a distance of 21 feet;

thence north 79°44'19" west a distance of 98 feet;
 thence south 89°00'41" west a distance of 52 feet;
 thence south 66°30'41" west a distance of 45 feet;
 thence south 48°36'50" west a distance of 11.08
 feet;
 thence south 01°19'37" west a distance of 70 feet;
 thence south 46°19'37" west a distance of 97.80
 feet;
 thence south 46°37'11" east a distance of 11.10
 feet;
 thence south 47°44'20" east a distance of 8.20
 feet;
 thence south 56°36'26" east a distance of 6.27
 feet;
 thence south 61°10'40" east a distance of 16.81
 feet;
 thence south 63°52'36" east a distance of 15.16
 feet;
 thence south 66°03'42" east a distance of 18.79
 feet;
 thence south 67°26'53" east a distance of 17.86
 feet;
 thence south 67°25'29" east a distance of 12.88
 feet;
 thence south 72°41'42" east a distance of 15.66
 feet;
 thence ^{NORTH} ~~west~~ 24°00'57" east 13.20 feet to the
 terminus of said water line easement;
 TOGETHER WITH water line easements lying 5 feet on
 each side of the following described centerlines,
 to wit:

Beginning at Point "A" in the above described water
 line easement;
 thence south 23°29'19" east a distance of 495 feet
 to the terminus of said water line easement;
 also beginning at Point "B" in the above described
 water line easement;
 thence south 89°05'41" east a distance of 45.20
 feet;
 thence south 76°02'06" east a distance of 138.32
 feet;
 thence south 17°43'00" west a distance of 27.28
 feet to the terminus of said water line easement;
 EXCEPT that portion lying within the right of way
 of 236th Street S. W.
 Situate in Snohomish County, Washington.

Grantor, for itself, its heirs, successors, and assigns, reserves the right to relocate all or portions of said water line and water line easement at any time.

Grantor, for itself, its heirs, successors, and assigns reserves the right to use said easement for any lawful purpose which does not interfere with the purposes for which said easement is granted, including, but not limited to, surfaced roadways and parking areas, golf course and compatible underground utilities.

Grantee shall have access to said easement for the purpose of maintaining and operating said water line by way of gateways, roads, and paths contemporaneously maintained by Grantor, and Grantee shall have the right to cut and remove brush, trees, and other obstructions which interfere with maintenance and operation of said water line.

This easement shall terminate upon the abandonment or removal of said water line by Grantor or Grantee or their successors.

The covenants herein contained shall run with the land and shall be binding upon and inure to the benefit of the respective purchasers, heirs, successors and assigns of Grantor

and Grantee, but Grantee shall not assign this easement except to a bona fide public water supplier and then only with the prior written consent of Grant, its heirs, successors or assigns.

RECORDED

'94 OCT 14 P4:29

BOB TERWILLIGER AUDITOR
SNOHOMISH COUNTY, WASH.

NILE TEMPLE, A.A.O.N.M.S.

By: *[Signature]*

Potentate

By: *Howard H. Johnson*

Recorder

State of Washington)
County of King) ss.

On this 29 day of March, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared *Bob Terwilliger* and *Howard H. Johnson* to be known to be the Potentate and Recorder, respectively, of Nile Temple, A.A.O.N.M.S. the non-profit fraternal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said fraternal corporation, for the uses and purposes therein mentioned, and on oath stated that he authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Mary D. Halverson
Notary Public in and for the
State of Washington, residing
at *Seattle*

My Commission Expires *Sept 20 1993*

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