

EVERETT SCHOOL DISTRICT

BOARD RESOLUTION NO. 366

WHEREAS, Everett School District No. 2 (the "District") is the record owner of that real property described on Exhibit A attached hereto (the "Property"); and,

WHEREAS, the Silver Lake Water District, a municipal corporation of the State of Washington, has requested an easement across the Property for installation and maintenance of water and sewer lines; and,

WHEREAS, the proposed easement would not substantially interfere with the District's use of the Property; and,

WHEREAS, the District has authority pursuant to RCW 39.33.010 to transfer interests in real property to other municipal corporations of the state on mutually agreeable terms and conditions.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Everett School District No. 2 that the District, through its authorized agents, execute and deliver an easement to the Silver Lake Water District for the purposes of installation and maintenance of water and sewer lines.

ADOPTED by the Board of Directors at a Regular
meeting thereof, held on June 1, 1987.

EVERETT SCHOOL DISTRICT NO. 2
BOARD OF DIRECTORS

Bud P. Johnson
Secretary, Board of Directors

Shirley Anderson
President, Board of Directors

Charles E. Bethe
Director

Sam M. Coyle
Director

Earl E. Duthie
Director

Robert Slawert
Director

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Secretary, Board of Directors

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President, Board of Directors

Charles E. Latta
Director

Jim M. Casper
Director

Earl E. Latta
Director

Robert Slawut
Director

Handwritten notes in right margin:
"I am not a party to this agreement to Mr. Peterson to take to Silver Lake Water Dist. for signature."
K 6-20

Recorded at the Request of:

After Recording Return to:

SEWER AND WATER LINE EASEMENT

FOR AND IN CONSIDERATION of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, EVERETT SCHOOL DISTRICT NO. 2, a municipal corporation of the State of Washington ("Grantor"), hereby conveys and quitclaims to the SILVER LAKE WATER DISTRICT, a municipal corporation of the State of Washington ("Grantee") on the terms and conditions hereinafter set forth, a perpetual nonexclusive easement over, across, along, in, upon and under the real property more particularly described on Exhibit A attached hereto, and incorporated herein by this reference, (the "Property") and all after acquired interest therein, for the purpose of constructing, operating, maintaining, removing, repairing, replacing and using a water line and sewer force main with all connections, manholes and appurtenances thereto (the "Improvements"), together with a non-exclusive right of ingress to and egress from the Property for the foregoing purposes.

1. Grantor's Use of the Property. Grantor reserves the right to use the Property for any and all purposes not inconsistent with Grantee's rights under this Easement.

2. Maintenance and Repair. Grantee shall bear all costs of construction, operation, maintenance, repair, replacement and removal of the Improvements. Construction, maintenance, repair, replacement and removal of the Improvements shall be done at such time and in such a manner so as not to unreasonably interfere with Grantor's use of the Property. Grantee shall, at all times, exercise its rights, benefits and privileges in and under this Easement so as not to interfere with the Grantor's educational programs or related activities.

3. Restoration. Grantee shall, if the Property is disturbed by the construction, use, maintenance, removal, repair or replacement of the Improvements, remove all debris

and restore the surface of the Property as nearly as possible to the condition in which it existed at the commencement of such construction, use, maintenance, removal, repair or replacement.

4. Compliance With Laws. Grantee shall at all times exercise its rights herein in accordance with all applicable laws, statutes, orders, rules and regulations of any public authority having jurisdiction.

5. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Property for a period of five (5) successive years, in which event, this Easement shall terminate and all rights hereunder shall revert to Grantor.

6. Indemnity. By accepting and recording this Easement, Grantee agrees to release, defend, indemnify and hold harmless Grantor, Grantor's successors and assigns, and the respective directors, officers, employees and agents of Grantor and Grantor's successors and assigns (all of the foregoing being collectively referred to herein as the "Indemnitees") from all claims, losses, harm, costs, expenses, damages and liabilities (including, but not limited to, attorneys' fees) that may arise directly or indirectly out of or in connection with: (i) Grantee's exercise of (or failure to exercise) the rights, benefits and privileges granted by this Easement; or (ii) the acts or omissions of Grantee or Grantee's agents, servants, employees, contractors, licensees, invitees or visitors (or any one of them) in or upon the Property. To the fullest extent permitted by applicable law, this paragraph shall apply regardless of any act, omission, fault, strict liability or negligence of the Indemnitees (or any one of them). In connection with any action to enforce the provisions of this paragraph, Grantee hereby waives any immunity, defense or other protection that may be afforded by any workers' compensation, industrial insurance or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington).

7. Successors and Assigns. This easement shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any part thereof, and the rights and obligations of each party hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

IN WITNESS HEREOF, Grantor has executed this instrument
this 1st day of June, 1987.

GRANTOR:

EVERETT SCHOOL DISTRICT NO. 2

By Rudy P. Johnson
Its Superintendent

GRANTEE:

Accepted this _____ day
of _____, 1987.

SILVER LAKE WATER DISTRICT

By _____
Its _____

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) ss.

On this 1st day of June, 1987, before
me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared
Rudy P. Johnson, to me known to be the person who
signed as Secretary of the Board, of EVERETT SCHOOL
DISTRICT NO. 2, the municipal corporation that executed the
within and foregoing instrument, and acknowledged said
instrument to be the free and voluntary act and deed of said
municipal corporation for the uses and purposes therein
mentioned, and on oath stated that he was duly elected,
qualified and acting as said officer of the municipal
corporation, that he was authorized to execute said
instrument and that the seal affixed, if any, is the corporate
seal of said municipal corporation.

WITNESS my hand and official seal hereto affixed the day
and year in this certificate above written.

J. Lynn Summery
NOTARY PUBLIC in and for the State
of Washington, residing at Everett, WA

My appointment expires 2-5-90

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this _____ day of _____, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____, of the SILVER LAKE WATER DISTRICT, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they were duly elected, qualified and acting as said officers of the municipal corporation, that they were authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires _____

EXHIBIT A

A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 28 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED SUBDIVISION; THENCE NORTH 87 DEGREES 27 MINUTES 47 SECONDS WEST, ALONG THE SOUTH LINE OF THE ABOVE MENTIONED SUBDIVISION, A DISTANCE OF 42.00 FEET; THENCE NORTH 46 DEGREES 26 MINUTES 57 SECONDS EAST A DISTNACE OF 58.26 FEET TO A POINT ON THE EAST LINE OF THE ABOVE MENTIONED SUBDIVISION, SAID POINT ALSO BEARS NORTH 00 DEGREES 21 MINUTES 41 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 21 MINUTES 41 SECONDS WEST, ALONG THE ABOVE MENTIONED EAST LINE, A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING.