

**NO EXCISE TAX
REQUIRED**

FEB 18 2004

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI



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04-07-2004 10:36am \$24.00
SNOHOMISH COUNTY, WASHINGTON

Short Cressman & Burgess PLLC
Attn Thane D Somerville
999 Third Avenue, Suite 3000
Seattle, WA 98104

Document Title	Agreement For Utility Easement
Reference Number(s) of Related Documents	
Grantor	Exit 206 LLC, a Washington limited liability company
Grantee	City of Arlington
Legal Description (Abbrev.)	Portion of NW 1/4 of the NE 1/4 of Section 27, Township 31 North, Range 5 East, W M
Additional Legal Description is on	Exhibit A
Assessor's Property Tax Parcel Account Number(s)	31052700100200, 31052700100100

AGREEMENT FOR UTILITY EASEMENT

This Agreement For Utility Easement (the "Agreement") is made this 31 day of October, 2001, by and between Exit 206 LLC, a Washington limited liability company ("Grantor" or "Exit 206") and the City of Arlington ("Grantee" or "City")

RECITALS

Exit 206 is the owner of certain property located within the City of Arlington, commonly known as Parcel No. 1, City of Arlington Boundary Line Adjustment File No. MN-01-015-BLA ("Parcel 1") Exit 206 wishes to grant to the City an easement for utility purposes over, under, across and through a portion of Parcel 1, as more particularly described on attached Exhibit A (the "Easement Area"), on the terms set forth below.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated by this reference, and other good and valuable consideration, the parties agree as follows

1. Grant of Easement. Exit 206 conveys and grants to the City of Arlington, a perpetual, non-exclusive easement for above and below ground utilities and reasonable ingress and egress necessary to maintain those utilities over, under and across the Easement Area.

2. Improvement of the Easement Area. Exit 206 grants to the City of Arlington the right, privilege and authority to construct, alter, improve, repair, operate and maintain utilities over, under and across the Easement Area together with the right of ingress to and egress from the Easement Area across adjacent lands of Exit 206, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating the utilities, and the right at any time to remove the utilities from the Easement Area.

Exit 206 reserves the right to use and possess the Easement Area for any and all purposes which do not interfere with, obstruct, or endanger the easement rights granted hereunder

3. Arbitration. Any dispute as to the enforceability, interpretation, breach, or other event relating to this easement shall be resolved by binding arbitration conducted by a professional arbitrator of the Washington Arbitration and Mediation Services (WAMS)

4. Running Covenants The easement rights granted hereunder shall run with the land and shall bind and benefit Exit 206, the City of Arlington, and their respective successors and assigns and permittees and licensees; provided, however, notwithstanding anything herein to the contrary, no rights in or to the general public are created hereby.

5. Notices Any notice required or permitted hereunder shall be in writing and will be effective (a) when personally delivered, (b) on the second business day after deposit in the United States registered or certified mail, return receipt requested, postage prepaid, or (c) on the first business day after being deposited with a nationally recognized overnight courier (e.g., FedEx). The parties' initial addresses for notice purposes shall be those appearing after each party's signature to this Agreement. Following the transfer of title of a property, the notice address shall be the address shown on the Snohomish County Assessor's records for the transferee. Any party may change its address by giving a notice to the other party complying with this Section.

6. Attorneys' Fees In any action arising under or relating to this Agreement, the prevailing party shall recover from the non-prevailing party reasonable attorneys' fees and costs

7. Miscellaneous Any modification or waiver of this Agreement shall be valid only if the same is in writing and signed by both parties and is recorded in the appropriate records of Snohomish County, Washington. In the event any term or condition of this Agreement is held to be invalid, the remaining terms and conditions of this Agreement shall continue to be enforceable. Each party shall execute such further documents from time to time as may be necessary or convenient to accomplish the purposes and intent of this Agreement, including but not limited to amendments to confirm or correct the description of the portions of properties covered by the easements granted hereunder.

8. Entire Agreement This Agreement contains all of the agreements of the parties and no prior agreements or understandings pertaining to any such matters shall be effective for any such purpose.

This Agreement is made this 31 day of October, 2001

EXIT 206

CITY OF ARLINGTON

Exit 206 LLC, a Washington
limited liability company

By: H. [Signature]
Name/Title: H. LEE JOHNSON

By: Margaret Larson
Name/Title: MARGARET LARSON
Margaret

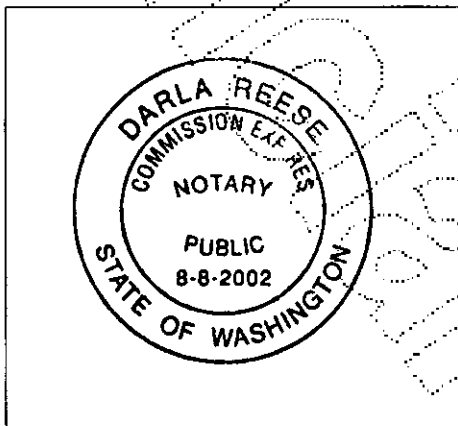
Address: 1803 42nd Ave E
Sea Wa 98112

Address: 238 W. Olympic Ave
Arlington WA 98223

STATE OF WASHINGTON)
)
COUNTY OF) SS

I certify that I know or have satisfactory evidence that H Lee Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the manager of Exit 206 LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument

DATED October 31, 2001



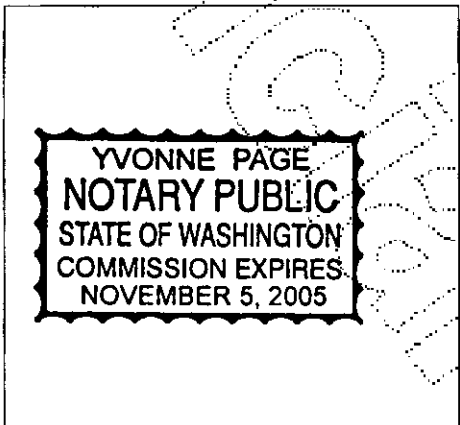
(Use this space for notarial stamp/seal)

Darla Reese
Print Name Darla Reese
NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish County
My Appointment expires 8-8-2002

STATE OF WASHINGTON)
)
) SS
COUNTY OF)

I certify that I know or have satisfactory evidence that Margaret Larsons the person who appeared before me, and said person acknowledged that he signed the instrument and acknowledged it as the Mayor of the City of Arlington, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

DATED February 12, 2004



(Use this space for notarial stamp/seal)

Yvonne Page
Print Name Yvonne Page
NOTARY PUBLIC in and for the State of
Washington, residing at Mount Vernon
My Appointment expires 11/05/05

Document

EXHIBIT "A"

LEGAL DESCRIPTION OF THE EASEMENT AREA

THOSE PORTIONS OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS.

THE SOUTH 10.00 FEET AND THE WEST 10.00 FEET OF PARCEL NO. 1, CITY OF ARLINGTON BOUNDARY LINE ADJUSTMENT FILE NO. MN-01-015-BLA, RECORDED UNDER AUDITOR'S FILE NO. 200108315002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON

TOGETHER WITH THAT PORTION OF THE SOUTH 10.00 FEET OF THE NORTH 110.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, LYING WITHIN SAID PARCEL NO. 1.

TOGETHER WITH THAT PORTION OF SAID PARCEL NO. 1, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 27, THENCE SOUTH $87^{\circ}48'03''$ EAST ALONG THE NORTH LINE OF SAID SECTION 27, FOR A DISTANCE OF 507.00 FEET, THENCE SOUTH $2^{\circ}12'08''$ WEST PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 632.01 FEET, THENCE NORTH $87^{\circ}47'52''$ WEST PERPENDICULAR TO SAID WEST LINE FOR A DISTANCE OF 7.50 FEET TO THE TRUE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION, THENCE NORTH $2^{\circ}12'08''$ EAST PARALLEL WITH SAID WEST LINE FOR A DISTANCE OF 499.30 FEET, THENCE NORTH $41^{\circ}39'39''$ WEST FOR A DISTANCE OF 56.39 FEET, THENCE NORTH $1^{\circ}49'04''$ EAST FOR A DISTANCE OF 72.78 FEET TO THE SOUTH RIGHT-OF-WAY MARGIN OF S.R. 531 AND THE TERMINUS OF SAID CENTERLINE DESCRIPTION

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

(NOTE Distances represented herein are grid distances. Grid distance/scale factor [0.9999432] = ground distance.)