



200711280209 7 PGS
11/28/2007 11:28am \$46.00
SNOHOMISH COUNTY, WASHINGTON

When Recorded Please Return To

BAILEY, DUSKIN, PEIFFLE, & CANFIELD P S
P O BOX 188
ARLINGTON, WA 98223

Our File No 27-431

**NO EXCISE TAX
REQUIRED**

NOV 16 2007

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

Document Title(s) (or transactions contained therein) License Agreement Re-Use of Unopened 208th Street Right of Way
Grantor(s) (Last name first, then first name and initials) City of Arlington
Grantee(s) (Last name first, then first name and initials) Cook Investments NW, Ind Park, LLC
Legal Description (abbreviated i e lot, block, plat or section, township, range, qtr /qtr) Portion of the North Half of the Southwest Quarter of Section 11, Township 31 North, Range EWM
Reference Number(s) of Documents assigned or released
Assessor's Property Tax Parcel/Account Number 00000 00000 0100
The Auditor/Recorder will rely on the information provided on the form The staff will not read the document to verify the accuracy or completeness of the indexing information

**LICENSE AND EASEMENT AGREEMENT RE: USE OF UNOPENED 208th STREET
RIGHT-OF-WAY**

RECITALS

WHEREAS, the City of Arlington (Arlington) holds for the benefit of the public a certain right-of-way, consisting of a portion of 208th Street which has been dedicated but has not been opened as a public right-of-way, and

COOK INVESTMENTS NV; FND PARK, LLC
WHEREAS, ~~Oso Lumber, Inc. (Oso)~~ *M & Oso Lumber, Inc. (Oso)* has purchased property adjacent to the unopened 208th Street right-of-way, and *is leasing this property to Oso Lumber Inc. M &*

WHEREAS, stormwater from Jensen Street above the Oso property has flowed onto the Oso property since approximately the time of construction of Jensen Street, and

WHEREAS, Oso wishes to formalize its right to use the unopened right-of-way for its business purposes, and Arlington wishes to permit the same on certain terms and conditions, and

WHEREAS, Arlington wishes to formalize its right to discharge the stormwater from Jensen Street onto the Oso property,

NOW, THEREFORE, it is agreed between the parties as follows

1 **License Granted** Arlington grants to Oso the right to use, without the payment of compensation to Arlington, that portion of the unopened 208th Street right-of-way which is identified and legally described on Exhibit A, attached Arlington's agreement not to request compensation for the use is because it is believed the overall benefit to Arlington in terms of possible retail sales tax generation outweighs any cost or burden to Arlington and its taxpayers

2 **Acceptance of Stormwater** Oso acknowledges the right of Arlington to discharge

onto the Oso property described on the attached Exhibit "B" the stormwater from Jensen Street which currently discharges onto Oso's property Oso agrees that it shall accept the same into its stormwater treatment facility and will treat the stormwater in accordance with current city and state regulations.

3 **Insurance Required** During the term of this agreement, Oso shall maintain said right-of-way at its sole expense without contribution from Arlington.

4 **Term** This agreement is for a duration of ten (10) years from the date signed by both parties. The parties may agree to extend or renew this agreement upon agreed terms for an additional ten (10) year period after the expiration of the term.

5 **Insurance** During the term of this agreement, Oso shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the property described herein by Oso, its agents, representatives, employees or subcontractors, or third parties. Oso shall, upon request of the City, provide a Certificate of Insurance evidencing commercial general liability insurance written on an occurrence basis with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) aggregate for personal injury, bodily injury and property damage, or such other and additional insurance as may reasonably be requested by Arlington.

6 **Hold Harmless** Oso shall defend, indemnify and hold Arlington, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of Arlington.

7 **Entire Agreement/Modification** This agreement contains all of the agreements of the parties and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. No provision of this agreement may be amended or added to except by an agreement in writing signed by the parties.

8 **Severability** Any determination by any Court of competent jurisdiction that any provision of this agreement is invalid, void or illegal shall in no way effect, impair or invalidate any other provision of this agreement and such other provisions shall remain in full force and effect

DATED this 31st day of July, 2007

CITY OF ARLINGTON

OSO LUMBER, INC

Margaret Larson
Margaret Larson, Mayor

ADAM LINDBENFELTER
By [Signature]
Its PRESIDENT

Attest:

Kathy Peterson
Kathy Peterson, City Clerk

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 31ST day of July, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARGARET LARSON and KATHY PETERSON, to me known to be the Mayor and City Clerk of the City of Arlington, the municipal corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes herein 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

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



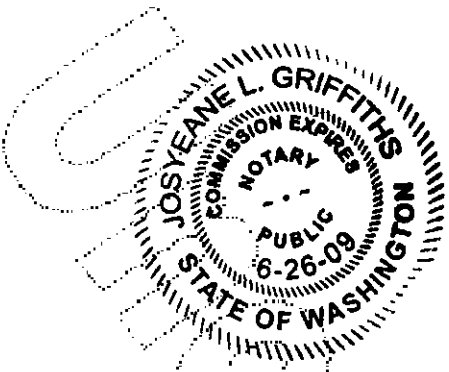
Josyeane L. Griffiths
NOTARY PUBLIC in and for the State of
Washington, residing at Arlington
My commission expires June 26, 2009
Name: Josyeane L. Griffiths

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 31ST day of July, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Adam Lingenfelter, to me known to be the President of Oso Lumber, Inc, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes herein mentioned, and on oath stated that he/she is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation

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

Josyeane L. Griffiths
NOTARY PUBLIC in and for the State of



Washington, residing at Arlington
My commission expires June 26, 2009
Name Josyeane Griffiths

Unofficial Document

EXHIBIT A
208TH STREET NE

All that portion of the South 20.00 feet of the North half of the Southwest quarter of Section 11, Township 31 North, Range 5 East, W.M., lying West of the West line of the Plat of Rose Armstrong Suburban Acre Tracts as recorded in Volume 6 of Plats, Page 18, Records of Snohomish County, Washington, and East of the following described line:

COMMENCING at the Southwest corner of the Northeast quarter of the Southwest quarter of said Section 11; thence N 89° 23' 41" E along the South line thereof a distance of 124.61 feet to the **TRUE POINT OF BEGINNING**; thence N 3° 09' 26" E a distance of 20.04 feet to the North line of said South 20.00 feet and the terminus of herein described line.

Situate in the County of Snohomish, State of Washington.