

NO EXCISE TAX
REQUIRED

MAR 10 1993

KIRKE SIEVERS, Snohomish County Treasurer
By KIRKE SIEVERS

EASEMENT

10- 9303110003

West Ave.

9-T

THIS AGREEMENT, made this 22nd day of February
1993, by and between the City of Arlington, a municipal corporation of Snohomish
County, Washington, herein termed "Grantee", and Basil E Davis
and Jerry E. Davis, hereinafter termed "Grantor".

WITNESSETH:

That the said Grantor, for valuable consideration, does by these presents grant, bargain, sell, convey, and confirm unto the Grantee a temporary construction easement for street improvements, sidewalk and necessary appurtenances through, over, and across the following described property situated in Snohomish County, Washington, more particularly described as follows:

The westerly 10 feet of the following described property:

Parcel A

Beginning 300 feet north of the southwest corner of the SW 1/4 of the SE 1/4 of Section 2, Township 31 North, Range 5 East, W.M.;

Thence north 100 feet;

Thence east to west boundary of Northern Pacific Railway Company's right-of-way;

Thence southerly along said right-of-way to a point east of the point of beginning;

Thence west to point of beginning;

EXCEPT streets.

Parcel B:

A portion of the SE 1/4 of the SW 1/4 of Section 2, Township 31 North, Range 5 East, W.M., more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the SW 1/4 of said Section 2;

Thence N 0°38'26" W along the east line of said subdivision for a distance of 300.00 feet to the True Point of Beginning;

Thence continue N 0°38'26" W along said subdivision for a distance of 100.00 feet;

Thence S 89°21'34" W for a distance of 9.06 feet to the beginning of a tangent curve to the left;

Thence southwesterly along the arc of said curve having a radius of 25.00 feet and consuming a central angle of 93°07'36" for a distance of 40.63 feet;

Thence S 3°46'02" E for a distance of 73.75 feet;

Thence N 89°21'34" E for a distance of 30.00 feet to the True Point of Beginning.

Situated in the County of Snohomish, State of Washington.

Exceptions:

Rights of parties in possession and claims that may be asserted under unrecorded instruments, if any.

Mineral reservations contained in deed recorded under Recording No. 1079686.

Right of railway company to go upon adjacent land to cut down all trees dangerous to the operation of said railway, as contained in Deed recorded November 20, 1891, under Auditor's File No. 13039.

Terms as set forth in City of Arlington Resolution regarding vacation of streets as recorded under Auditor's File No. 1369034 and 7601230081.

Unrecorded leaseholds, if any; rights of vendors and holders of security interests on personal property installed upon said property; and rights of tenants to remove trade fixtures at the expiration of the term.

Said temporary construction easement shall remain in force during construction and until such time as the street improvements, sidewalk and appurtenances have been accepted for maintenance and operation by the City of Arlington.

The Grantee shall restore the temporary easement upon completion of the work. If, at the commencement of such work, the surface to be disturbed thereby has been landscaped, the Grantee shall restore such landscaping to the condition existing prior to the commencement of the work.

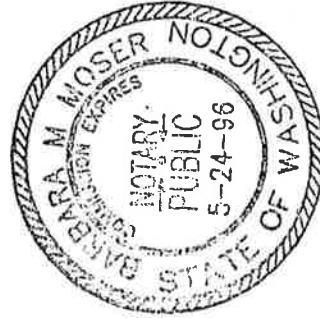
That said Grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property for the purposes of operating, constructing, repairing, altering, or reconstructing said street improvements, sidewalk and appurtenances, without incurring any legal obligation or liability therefor; provided that such street improvements, sidewalk and appurtenances shall be accomplished in such a manner that the private improvements existing in this right-of-way shall not be disturbed or destroyed, or in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee.

This temporary easement shall inure to the benefit of and shall be binding upon the successors, heirs, and assigns of both parties hereto.

Basil E. Davis
[Signature]
MAYOR - CITY OF ARLINGTON

STATE OF WASHINGTON)
 ss:
COUNTY OF SNOHOMISH)

[Signature] I certify that I know or have satisfactory evidence that Basil Davis
[Signature] and
signed this instrument and acknowledged it to be their free and voluntary act for the uses
and purposes mentioned in the instrument.



Dated February 22, 1993
[Signature]
Notary Public in and for the State
of Washington, residing at Edinboro
My Appointment Expires 5-24-96

930311003

STATE OF WASHINGTON)
 ss:
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____
Robert Araski
_____ signed this instrument, on oath stated that he was authorized to execute the
instrument and acknowledged it as the Mayor of the City of Arlington to be the free
and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated February 23, 1993
Barbara M Moser
Notary Public in and for the State of
Washington, residing at Capitol Hill
My Appointment Expires 5-24-96



9303110003

RECORDED

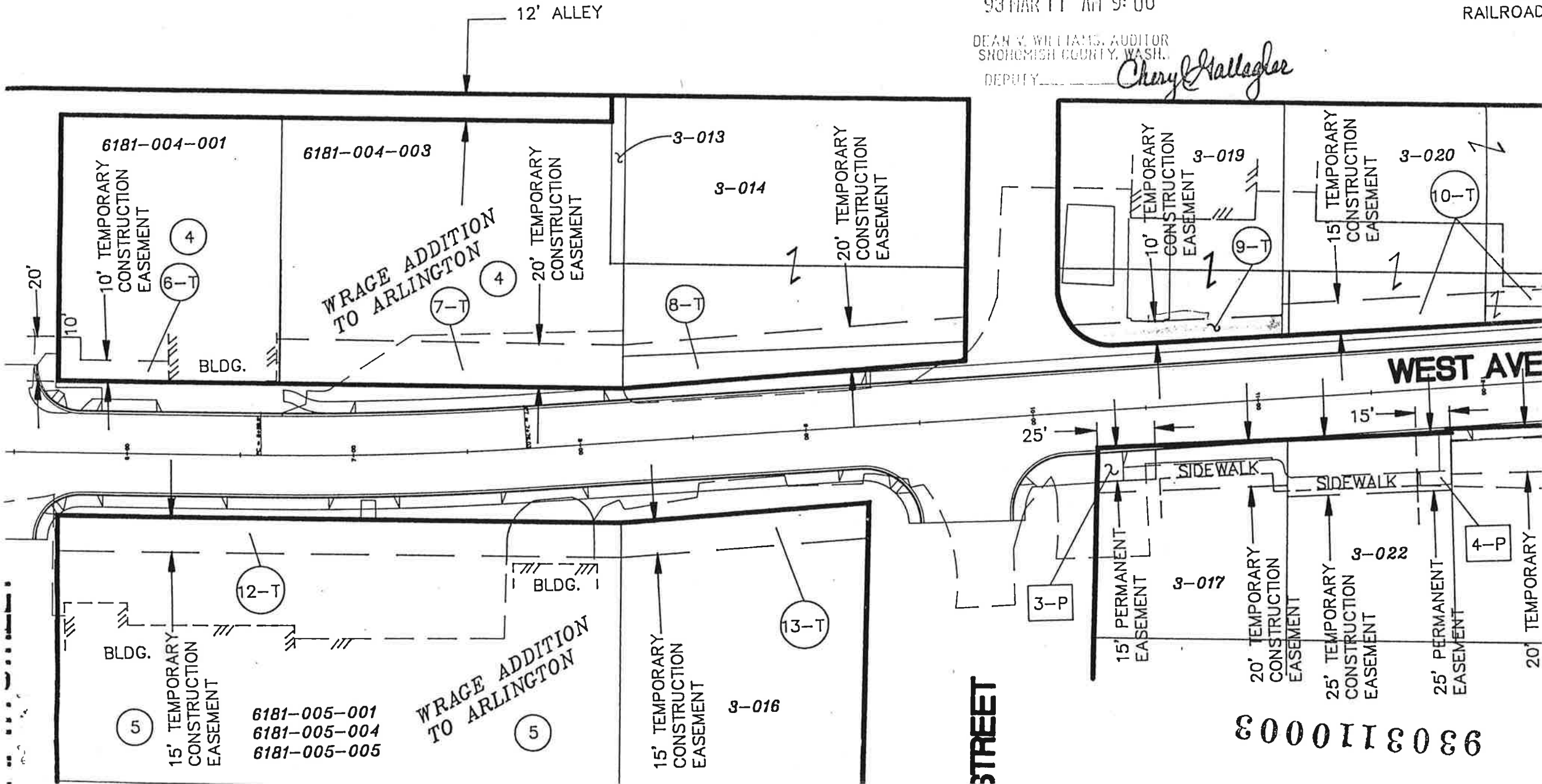
93 MAR 11 AM 9:00

100' BUR
RAILROAD

DEAN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASH.

DEPUTY

Cheryl Hallagler



6181-004-001

6181-004-003

3-013

3-014

3-019

3-020

BLDG.

BLDG.

WEST AVE

BLDG.

6181-005-001
6181-005-004
6181-005-005

WRAGE ADDITION
TO ARLINGTON

3-016

STREET

3-017

3-022

4-P

930311003