NO EXCISE TAX REQUIRED

MAR 1 0 1993

KIRKE SIEVERS, Snohomish County Treasurer By KIRKE SIEVERS

EASEMENT



9303110004

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 15 feet of the following described property:

Parcel A:

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

Beginning at a point 210 feet north of the southwest corner of said subdivision;

Thence north 90 feet;

Thence east to west line of right-of-way of Northern Pacific Railway Company;

Thence south along the said right-of-way to a point due east of Point of Beginning;

Thence west to Point of Beginning;

Parcel B:

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

Beginning at a point located 210 feet north of the southeast corner of said subdivision;

Thence north 90 feet;

Thence west to an intersection with the east line of West Street in the Town of Arlington;

Thence south along the east line of said street to a point west of the Point of Beginning;

Thence east to the Point of Beginning;

Parcel C:

Those portions of the SW 1/4 of the SE 1/4 and the SE 1/4 of the SW 1/4 both of Section 2, Township 31 North, Range 5 East, W.M., described as follows:

Beginning at a point 15 feet west of the southwest corner of said SW 1/4 of the SE 1/4;

Thence north 210 feet;

Thence east to west line of Northern Pacific Railway right-of-way;

Thence south along said right-of-way to a point due east of the True Point of Beginning;

Thence west to True Point of Beginning;

EXCEPT the south 16 feet thereof;

EXCEPT those portions conveyed to the City of Arlington under Recording Nos. 9008130208 and 9008130211;

Parcel E:

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 00°00'00" E along the east line of said subdivision for a distance of 210.00 feet;

Thence N 90°00'00" W for a distance of 15.00 feet to the True Point of Beginning;

Thence continue N 90°00'00" W for a distance of 8.50 feet:

Thence S 04°07'43" E for a distance of 118.11 feet;

Thence N 00°00'00" W for a distance of 117.80 feet to the Point of Beginning;

Situate in the County of Snohomish, State of Washington.

Exceptions:

Rights as contained in Warranty Deed recorded May 28, 1971, under Auditor's File No. 2198622, as follows:

Right of the Town of Arlington to widen street as appears in Deed dated April 12, 1948, and recorded April 14, 1948, under Auditor's File No. 876448 in Volume of Deeds at page 368. (affects Parcels A and B).

Reservation as contained in Warranty Deed recorded under Auditor's File No. 2198622, as follows:

Sellers reserve a perpetual non-exclusive easement for ingress and egress to the north over and upon that portion of the premises lying west of a lien beginning at point on the north line of said premises 130 feet west of the centerline of the Northern Pacific Railroad and running to the east boundary of West Avenue at an angle of 45° to the said north line. (affects Parcels A and B)

Agreement as contained in Warranty Deed recorded under Auditor's File No. 2198622, as follows:

Purchaser covenants not to erect any structure, sign or other fixture or improvement on said property west of the following described line:

Beginning at a point on the south line of the premises herein described 130 feet west of centerline of Northern Pacific Railroad tract;

Thence northeasterly to a point on the north boundary of the premises herein conveyed, 110 feet west of the centerline of said tract.

This covenant shall run with the land for the benefit of seller's property to the north of these premises, in perpetuity. (affects Parcels A and B).

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.

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. STATE OF WASHINGTON) COUNTY OF SNOHOMISH) I certify that I know or have satisfactory evidence that Ach Henken and Mona Henken signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument. Notary Public in and for the State of Washington, residing at My Appointment Expires STATE OF WASHINGTON) COUNTY OF SNOHOMISH) I certify that I know or have satisfactory evidence that Mobert Kraski 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 Notary Public in and for the State of Washington, residing at

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My Appointment Expires 3-/-9

