

NO EXCISE TAX
REQUIRED

MAR 10 1993

West Ave.

5-P

KIRKE SIEVERS, Snohomish County Treasurer
By KIRKE SIEVERS

EASEMENT

THIS AGREEMENT, made this 5th day of January
19 93, by and between the City of Arlington, a municipal corporation of Snohomish
County, Washington, herein termed "Grantee", and John Henken
and Mona Henken, 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 perpetual right-of-way or 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 easterly 5 feet of the following described property:

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 59.5 feet west of the southeast corner of said subdivision;

Thence west 105.5 feet;

Thence north 227 feet, the True Point of Beginning, said point being the northwest corner of those premises being purchased from Verne M. Ruthruff by Robert N. Showalter, et ux, by Land Contract recorded under Auditor's File No. 1718525, records of Snohomish County, Washington;

Thence east 94.25 feet;

Thence S 03°12'20" E for 125 feet, more or less, to an intersection with a line parallel to and distant 30 feet northerly of as measured at right angles to the north wall of the building as located on the southern portion of the premises described in said contract in November, 1965;

Thence westerly along said parallel line to a point due south of the True Point of Beginning;

Thence north to the True Point of Beginning;

EXCEPT any portion thereof lying within the boundaries of any streets or roads;

And also granting to the Grantee and to those acting under said Grantee the use of a twenty (20) foot temporary construction easement on and over the above described property, more particularly described as the easterly twenty (20) feet of the above described property.

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.

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.

The Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation, operation and maintenance of the street improvements, sidewalk and appurtenances and so long as no permanent buildings, rockeries, retaining walls or similar structures are erected on said easement.

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

John Henken
Mona Henken
Robert Kraski
 MAYOR - CITY OF ARLINGTON

STATE OF WASHINGTON)

SS:

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that John 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.

Dated 1-5-93

Shirley G. Lohm
 Notary Public in and for the State
 of Washington, residing at Arlington
 My Appointment Expires 10-15-93

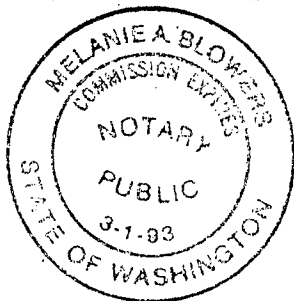
STATE OF WASHINGTON)

SS:

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Robert 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.

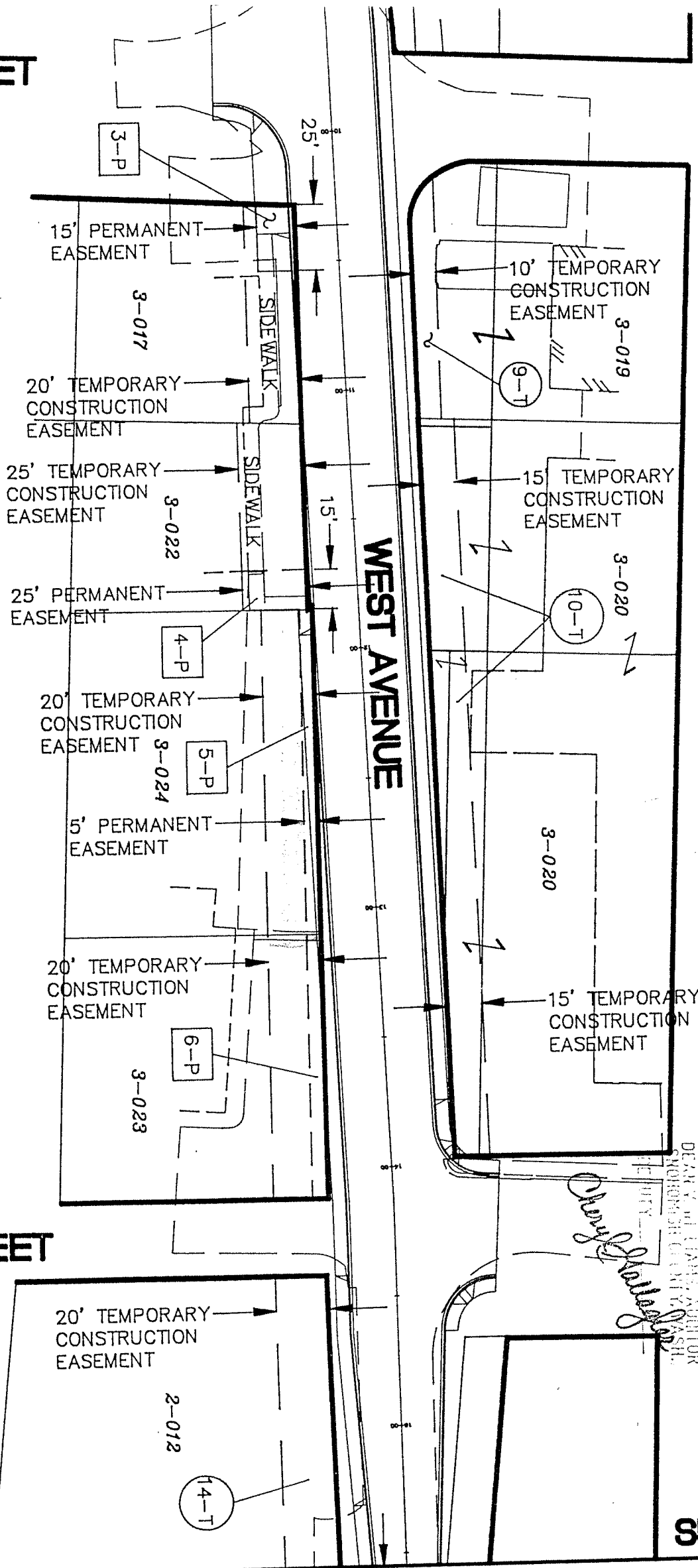
Dated January 11, 1993



Melanie A. Blowers
 Notary Public in and for the State of
 Washington, residing at Maple Valley
 My Appointment Expires 3-1-93

9303110018

1 STREET



WEST AVENUE

100' BURLINGTON NORTHERN RAILROAD R.O.W.

3RD STREET

LINE

RECORDED

93 MAR 11 AM 9:00

DEAR & J. L. LANE, ATTORNEY
SPRINGFIELD, MASS.

Charles J. Lane

SEE SHEET 2

9303110018