


NO EXCISE TAX
REQUIRED

FEB 18 2004

18 2004

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI
By BOB DANTINI


200404070088 7 PGS
04-07-2004 10:36am \$25.00
SNOHOMISH COUNTY, WASHINGTON

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

Document Title	Native Growth Protection Easement
Reference Number(s) of Related Documents	
Grantor	Crown Park 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, 31052700100201, 31052700100100

AGREEMENT FOR NATIVE GROWTH PROTECTION EASEMENT

This Agreement For Native Growth Protection Easement (the "Agreement") is made this 31st day of October, 2001, by and between Crown Park LLC, a Washington limited liability company ("Grantor" or "Crown Park") and the City of Arlington ("Grantee" or "City")

RECITALS

Crown Park is the owner of certain property located within the City of Arlington, commonly known as Parcel No 2 and Parcel No 3, City of Arlington Boundary Line Adjustment File No MN-01-015-BLA (the "Crown Park Property"). Crown Park wishes to grant to the City an easement for native growth protection over, under, across and through a portion of the Crown Park Property, 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. Crown Park conveys and grants to the City of Arlington, a perpetual, non-exclusive easement to protect the native growth within the Easement Area, in accordance with paragraph two (2) below (the "Native Growth Protection Easement"). The City of Arlington shall have the right of ingress and egress to and from the Easement Area across adjacent lands of Crown Park to the extent reasonably necessary to monitor and enforce proper operation and maintenance of the Native Growth Protection Easement

2 Prohibited Activities. The Easement Area shall be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building, construction, or road construction of any kind shall occur within said Easement Area, without prior approval by the City of Arlington

3 Allowed Activities. The following activities may be permitted in the Easement Area upon prior approval by the City of Arlington: (a) underground utility crossings which utilize the shortest alignment reasonably possible and for which no alignment that would avoid such a crossing is feasible; (b) fences, when the Easement Area and its buffer are not detrimentally affected, (c) removal of hazardous trees, and (d) other uses and development activity as allowed by the City of Arlington

Crown Park reserves the right to use and possess the Easement Area in all manners that do not interfere with, obstruct or endanger the purpose of said easement.

4 Reasonable Conduct. All parties to this Agreement and their successors and assigns shall act reasonably including, but not limited to, in the granting, denying, or conditioning of any approvals or determinations required or permitted hereunder.

5 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)

6 Running Covenants. The easement rights granted hereunder shall run with the land and shall bind and benefit Crown Park, 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.

7 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.

8. 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.

9 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.

10. 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.

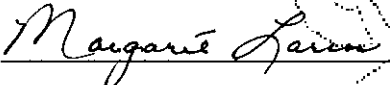
This Agreement is made this 31st day of October, 2001.

CROWN PARK.

CITY OF ARLINGTON:

Crown Park LLC, a Washington
limited liability company

By 

By 

Name/Title ALEE JOHNSON
Member

Name/Title Margaret Larson

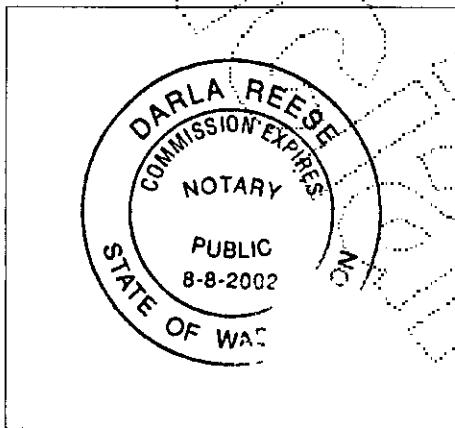
Address: 1803 42nd Ave
E Sea Wa 98112

Address: 238 N. Olympic Ave
Bellevue WA 98003

STATE OF WASHINGTON)
)
) SS
COUNTY OF)

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 Crown Park 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



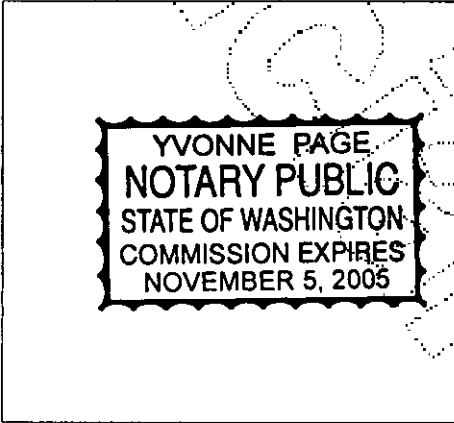
(Use this space for notarial stamp/seal)

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 Larson is 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

↓
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 31 NORTH, RANGE 5 EAST, W M , DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 88°01'03" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION FOR A DISTANCE OF 277.4 FEET, THENCE NORTH 85°27'06" EAST FOR A DISTANCE OF 74.73 FEET, THENCE NORTH 77°32'58" EAST FOR A DISTANCE OF 61.23 FEET; THENCE SOUTH 88°07'15" EAST FOR A DISTANCE OF 350.86 FEET, THENCE SOUTH 86°55'01" EAST FOR A DISTANCE OF 301.61 FEET, THENCE NORTH 1°16'39" EAST FOR A DISTANCE OF 52.40 FEET, THENCE NORTH 72°35'07" WEST FOR A DISTANCE OF 294.73 FEET, THENCE NORTH 88°09'20" WEST FOR A DISTANCE OF 384.50 FEET; THENCE SOUTH 81°52'47" WEST FOR A DISTANCE OF 94.75 FEET; THENCE NORTH 86°33'07" WEST FOR A DISTANCE OF 244.69 FEET; THENCE SOUTH 86°19'10" WEST FOR A DISTANCE OF 56.02 FEET TO THE WEST LINE OF SAID SUBDIVISION, THENCE SOUTH 2°12'08" WEST ALONG SAID WEST LINE, FOR A DISTANCE OF 132.61 FEET TO THE POINT OF BEGINNING

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

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