

**NO EXCISE TAX
REQUIRED**

MAY 15 2006

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

AFTER RECORDING, RETURN TO

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

OUR FILE NO. 27-408



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05/17/2006 11 40am \$39 00
SNOHOMISH COUNTY, WASHINGTON

CONSERVATION EASEMENT

GRANTOR(S): Henry Graafstra and Betty Graafstra, husband and wife

GRANTEE(S): City of Arlington

LEGAL (Abbrev.): SW/SW Portion of Section 1, Township 31, Range 5 E., W.M.

ASSESSOR'S TAX #: 31050100201900 (portion of)

REFERENCE #:

THIS CONSERVATION EASEMENT AGREEMENT (the "Agreement") is made and entered into this 3rd day of May, 2006, by and between Henry Graafstra and Betty Graafstra, husband and wife, hereinafter referred to as "GRANTOR" and the City of Arlington, a municipality hereinafter referred to as the "CITY" and/or "GRANTEE"

WHEREAS, the GRANTOR is owner in fee simple of certain real property located in the City of Arlington, Snohomish, Washington, legally described on Exhibit 'A' attached hereto and incorporated herein by reference, which property is intended to be subject to this Agreement and burdened by this Agreement (the "Subject Property"), and

WHEREAS, the GRANTOR or the representative of GRANTOR executing this Agreement has the authority to burden the Subject Property for the purpose of granting the CITY a non-exclusive wetland conservation easement (the "Conservation Easement") with respect to certain drainage detention, wetland and wetland buffer areas depicted on Exhibit 'B' attached hereto and incorporated herein by reference (the "Easement Area") located on the Subject Property, and

WHEREAS, the GRANTOR constructed a wetland area within the Easement Area in accordance with the Country Charm Conservation Area proposed by the City, and

WHEREAS, it is mutually agreed that this Agreement be entered into to preserve the quality of

wetland for the benefit of public health, safety, and welfare, and

WHEREAS, it is mutually agreed that preservation of the quality of wetland is essential to maintaining a quality environment, maintaining quality water resources, and the preservation of wildlife, and that preservation of the quality of wetland is in conformity with the CITY'S comprehensive Plan, and

WHEREAS, GRANTOR has received no consideration for granting this Conservation EASEMENT other than the mutual promises contained herein, which consideration has a long-term benefit to the GRANTOR and the GRANTOR'S subject property, and

WHEREAS, GRANTOR acknowledges the important environmental value of the Conservation Easement and agrees not to undertake any activity which will in any way be inconsistent with the preservation of the wetland or wetland buffer areas or the quality of the wetlands to the Subject Property,

NOW THEREFORE, in consideration of the mutual benefits to be derived, the parties hereby agree as follows

1 AUTHORITY TO BURDEN SUBJECT PROPERTY GRANTOR is the owner in fee simple of the Subject Property referred to above and has full power and authority to burden the Subject Property with this Conservation Easement

2 GRANT OF EASEMENT GRANTOR hereby grants the non-exclusive Conservation Easement set forth herein to the CITY and covenants that the Conservation Easement shall run with the land included in the Subject Property, provided this conservation Easement shall be extinguished by mutual approval of GRANTOR and CITY when the functions and values within the Easement Area are replaced. For these purposes, the wetland functions and values within the Easement Area shall be those of the entire area of delineated wetlands.

3 HEIRS, SUCCESSORS, AND ASSIGNS This agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties hereto. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, executor or assigns of such party who has acquired an interest in compliance with the terms of this Agreement, or under law

4 SCOPE OF EASEMENT The Conservation Easement granted hereunder shall allow CITY to enter upon the Subject Property for the purposes of monitoring, maintaining, preserving, and enhancing the Easement Area legally described in the Country Charm Conservation Area plan, and GRANTOR further covenants to prohibit construction of any structures or artificial surfaces or alteration of any vegetation within the Easement area unless such actions are previously approved within the Country Charm Conservation Area plan. No clearing, grading or other construction activities shall occur within the easement area, except as may be authorized by the City Natural Resources Division for protection of public health, safety and welfare or maintenance or wetland enhancement purposes, including maintenance of fish passage. The foregoing prohibition shall not be construed to prohibit GRANTOR from performing routine maintenance of the access to farmed or

recreation area surrounding the wetland. The CITY shall be permitted to enter onto the Subject Property at all reasonable times to monitor and maintain the Easement Area or wetland functions such as recharge, conveyance, storage of stormwater, fish and wildlife use.

5 PROHIBITED USES OF EASEMENT AREA GRANTOR shall not undertake, nor cause to be undertaken any activity or use of the Easement Area which is inconsistent with the purpose, scope, or intent of this Agreement, nor inconsistent with wetland functions such as recharge, conveyance, storage and treatment of stormwater, Fish and Wildlife use, mitigation measures required, and vegetative enhancement or protection.

6 RESERVED RIGHTS The GRANTOR reserves to itself all rights, title, interest, and obligations (including payment of assessments and taxes) incident to ownership of the Subject Property and Easement Area, except those rights and interest expressly conveyed to the CITY hereunder and those obligations expressly undertaken by the CITY hereunder.

7 ENFORCEMENT In the event the CITY determines that GRANTOR is in violation of the terms of this AGREEMENT, and an enforcement action is initiated, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and costs incurred in prosecuting or defending against such enforcement action in addition to any other remedy or relief obtained. For the purposes hereof, the prevailing party shall be deemed to be the party who receives a proportionally greater amount of relief, or as is identified to be the prevailing party by the court. The CITY, at its option, may take action to preserve and protect the Easement Area, its wetland and functions, and, in such case, the reasonable expenses incurred by the City shall be recoverable from GRANTOR if GRANTOR is found to be in violation of this Agreement.

8 NON-WAIVER of BREACH No omission or failure by the CITY to exercise or enforce any of its rights under this Agreement or to enforce any breach hereof, nor any forbearance granted by the CITY, shall be deemed or construed as a waiver by the CITY of such rights or a discharge of liability for any breach by GRANTOR of the terms hereof; or shall any delay by the CITY in the exercise or enforcement of its rights and remedies limit or impair such right or remedy, or be construed as a waiver of the CITY'S right to pursue its remedies.

9 HOLD HARMLESS AND INDEMNIFICATION GRANTOR agrees to indemnify, hold harmless and defend the CITY from and against any liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorney's fees, arising from or relating to any third party claim which challenges GRANTOR'S right to execute and deliver this Agreement.

10 RECORDATION GRANTOR agrees to incorporate the terms of this Agreement in any deed, lease or other agreement which divest GRANTOR of any interest in any portion of the Subject Property. GRANTOR shall record this Agreement immediately in the office of the Snohomish County Auditor.

11 CONSTRUCTION This Agreement shall be liberally construed to effect the purpose and intent hereof.

12. SEVERABILITY If any provision of this Agreement is ruled invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions hereof shall remain in force and effect

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date first written above

GRANTOR

GRANTEE

CITY OF ARLINGTON

By Henry Graafstra
Henry Graafstra

By Margaret Larson
Margaret Larson, Mayor

By Betty Graafstra
Betty Graafstra

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

On this 3rd day of May, 2006, before me personally appeared Margaret Larson, to me known to be the Mayor of the City of Arlington, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument and the seal affixed is the corporate seal of said corporation

DATED May 3, 2006

Tanaa Guyer
NOTARY PUBLIC for the State of
Washington, residing at
Everett



My appointment expires
JULY 20, 2008

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this day personally appeared before me HENRY GRAAFSTRA and BETTY GRAAFSTRA, known to me to be the individual(s) described herein and who executed the within and foregoing instrument, and on oath stated that they are authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument

Given under my hand and seal this 3 day of May, 2006



Tanaa Guyer
NOTARY PUBLIC in and for the State of
Washington, residing at Everett
My commission expires: JULY 20, 2008
Printed name Tanaa Guyer

EXHIBIT "A"
TO CONSERVATION EASEMENT

PARCEL A ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOTS 6 AND 10, SECTION 1, TOWNSHIP 31 NORTH, RANGE 5 EAST, W M IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1, THENCE NORTH 2°51'10" EAST ALONG THE WEST LINE OF SECTION 1 FOR 1,337.37 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 79°26' EAST 344.74 FEET, THENCE NORTH 58°32' EAST 227.8 FEET, THENCE NORTH 22°20' WEST 63.4 FEET, THENCE NORTH 59°53'30" EAST 392.2 FEET, THENCE SOUTH 86°10'30" EAST 332 FEET, THENCE NORTH 70°37'17" EAST 190 FEET MORE OR LESS, TO INTERSECTION WITH EAST LINE OF GOVERNMENT LOT 10, THENCE NORTH ON SAID EAST LINE TO THE SOUTH LINE OF GOVERNMENT LOT 6, THENCE WEST ON SAID SOUTH LINE 330 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THAT PORTION OF GOVERNMENT LOT 6, DESCRIBED IN 514 OF DEEDS ON PAGE 277, UNDER AUDITOR'S FILE NO 1060303, THENCE NORTH ALONG THE WEST LINE OF SAID PROPERTY AND SAID WEST LINE EXTENDED TO THE SOUTH FORK OF STILLAGUAMISH RIVER, THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID RIVER TO INTERSECTION OF WEST LINE OF SECTION 1, THENCE SOUTH ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING, EXCEPT ROADS, ALSO EXCEPT THE WEST 20 FEET OF THE SOUTH 400 FEET OF THE ABOVE DESCRIBED, DEEDED TO THE CITY OF ARLINGTON FOR ROAD AS DESCRIBED UNDER QUITCLAIM DEED RECORDED UNDER RECORDING NO 2297884, ALSO EXCEPT A PORTION OF GOVERNMENT LOT 10, SAID SECTION 1, DESCRIBED AS FOLLOWS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2, THENCE NORTH 2°51'10" EAST ALONG THE WEST LINE OF SAID SECTION 1 FOR 1,635.31 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUE NORTH 2°51'10" EAST FOR 73.0 FEET, THENCE SOUTH 89°16'11" EAST FOR 150.01 FEET, THENCE SOUTH 2°51'10" WEST FOR 73.0 FEET, THENCE NORTH 89°16'11" WEST FOR 150.01 FEET TO THE TRUE POINT OF BEGINNING

PARCEL B GOVERNMENT LOT 9 AND THAT PORTION OF GOVERNMENT LOT 6, LYING EAST OF A LINE 990 FEET EAST OF THE WEST LINE OF SECTION 1, TOWNSHIP 31 NORTH, RANGE 5 EAST, W M, IN SNOHOMISH COUNTY, WASHINGTON, EXCEPT SUCH PORTION THEREOF, IF ANY, AS MAY LIE BEYOND THE PRESENT BANKS OF NAVIGABLE STREAMS OR WITHIN SHORE LANDS OF THE SECOND CLASS, EXCEPT TRACT CONVEYED TO VICTOR'S WROBLISKI AND CLARA WROBLISKI, HIS WIFE, BY DEED RECORDED UNDER RECORDING NUMBER 924646, RECORDS OF SAID COUNTY, AND EXCEPT TRACT CONVEYED BY DALE G HUBER, JR AND ELIZABETH M HUBER, HIS WIFE, BY DEED RECORDED UNDER RECORDING NUMBER 924647, RECORDS OF SAID COUNTY

Return Address:
Northwest Pipeline Corporation/
Williams Northwest Pipeline
20815 67th Ave. NE
Arlington WA 98223

CRITICAL AREAS SITE PLAN

Project #:		Applicant Northwest Pipeline Corporation	
Site Address:		604 E Gilman Rd Arlington WA 98223	
Tax Acct #:		310501-002-019-00	
Critical Area Sq. Ft. : +554,780		Addn'l Easement Sq. Ft +129,180	
Total NGPA Area Sq Ft : +683,960			
REFERENCE NUMBER(S) OF RELATED DOCUMENTS			1 of 3
GRANTOR(S) (INSERT NAMES OF OWNERS OF PROPERTY BEING ENCUMBERED)			
Northwest Pipeline Corporation			
GRANTEE(S) SAME AS ABOVE			
Legal Description:			
THAT PORTION OF GOVERNMENT LOTS 6 AND 9, SECTION 1, TOWNSHIP 31 NORTH, RANGE 5 EASE, W.M. AS SHOWN ON THE ATTACHED SKETCH, SHEET 2 OF 3			

NATIVE GROWTH PROTECTION AREA is to be left permanently undisturbed in a substantially natural state. No clearing, grading, filling, building construction or placement, or road construction of any kind shall occur, except removal of hazardous trees. The activities as set forth in SCC 32.10.110(29) a, c, d, are allowed when approved by the County.

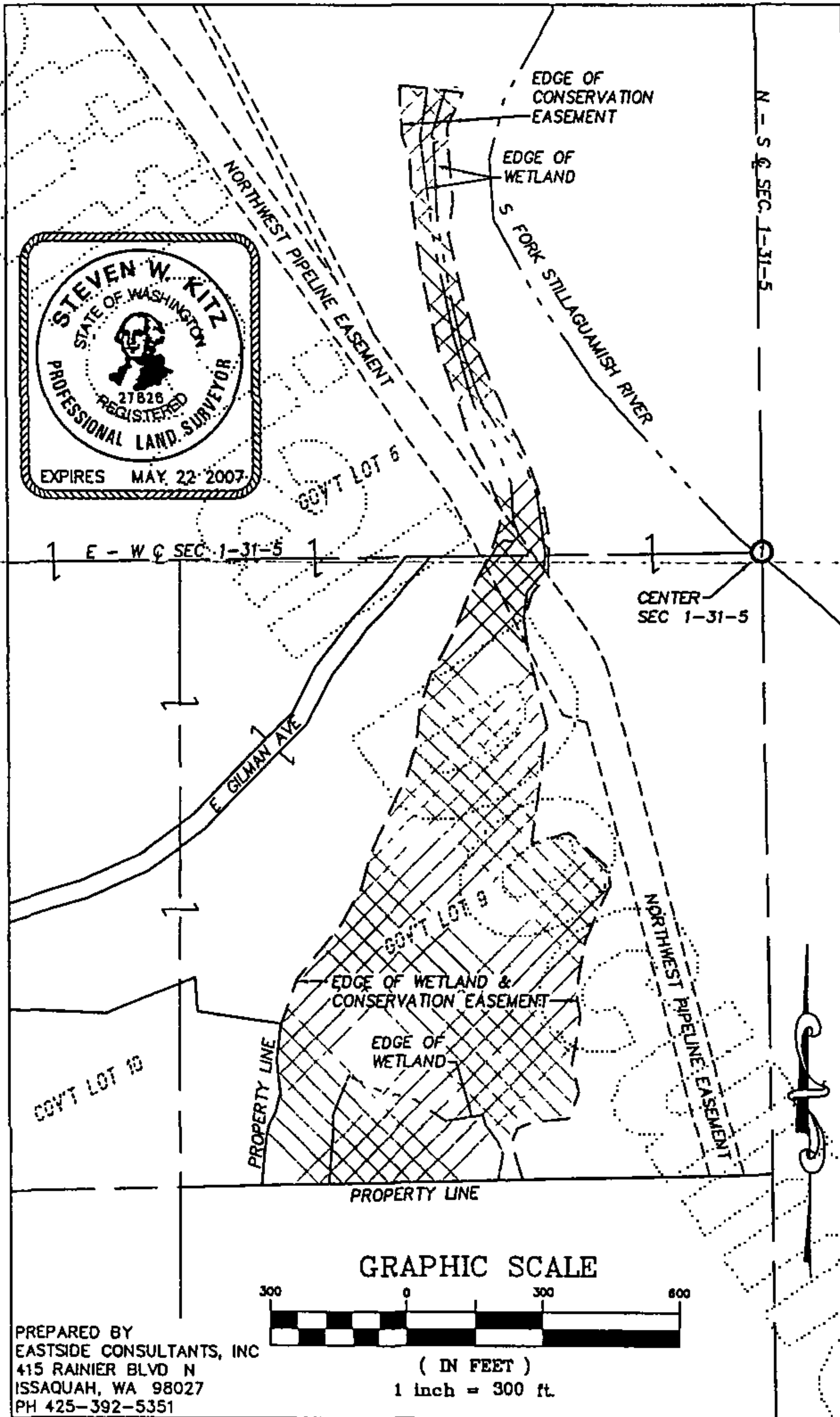
Representations on this site plan may be approximations only and should not be used for purposes other than for determining general locations of critical areas. Development activities beyond the scope of this plan may require additional studies and approvals.

EXHIBIT B

APPLICANT NORTHWEST PIPELINE CORPORATION
PROJECT #
TAX ACCT# 310501-002-019-00

SITE PLAN.

2 OF 3



APPROVED SNO CO PDS

DATE

APPLICANT

DATE