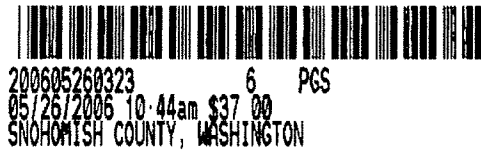


After recording, return to

City of Arlington
Public Works
238 N. Olympic Avenue
Arlington, WA 98223

Our File No. _____



**NO EXCISE TAX
REQUIRED**

MAY 26 2006

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

Utility Easement

Grantor(s): John B. Mack, A Married man, as his separate estate & One-Eighty Eighth Street, LLC, a Washington Limited Liability Company

Grantee(s): City of Arlington

Legal (abbrev.): SE ¼, SE ¼, Section 17, Township 31 North, Range 5 East, W.M.

Assessor's Tax # 31051700404700 & 31051700404800

THIS AGREEMENT is made and entered into this 6th day of April, 2006, by and between **John B. Mack, A married man, as his separate estate, and One-Eighty Eighth Street, LLC, a Washington Limited Liability Company** (hereinafter "Grantors"); the City of Arlington, Washington (hereinafter "City"); and **Mortgage Electronic Registration, Systems, Inc. FBO Lehman Brothers Bank, FSB & First Heritage Bank** (hereinafter referred to as "Mortgagees").

WHEREAS, Grantors are the owners of certain property located adjacent to the City of Arlington; and

WHEREAS, Grantor wishes to grant an easement to the Grantee,

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Grant of Easement by Grantors to the City
 - 1.1 Grantors convey and grant to the City of Arlington, its successors and assigns and permittees and licensees, a perpetual easement for ingress, egress and utilities and the right, privilege and authority to construct, alter,

improve, repair, operate and maintain a storm sewer and sanitary sewer lines, and/or water lines, pipes and appurtenances, over, under and across Grantor's property legally described as follows:

See Attached Exhibit "A"

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating the said lines and appurtenances, and the right at any time to remove said lines and appurtenances from said lands

- 1 2 The Grantor reserves the right to use the surface of the above-described easement in any manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement
- 1 3 GRANTOR INTENDS TO CONSTRUCT A LANDSCAPE WALL IN THIS EASEMENT. GRANTOR HEREIN AGREES THAT SHOULD THE CITY OF ARLINGTON DISMANTLE THE LANDSCAPE WALL OR ANY OTHER IMPROVEMENTS CONTAINED WITHIN SAID AREA OF SAID EASEMENT, LOT 4 OF SMOKEY POINT BUSINESS PARK, GRANTORS' SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR REBUILDING THE WALL OR OTHER IMPROVEMENTS CONTAINED WITHIN SAID EASEMENT AT THEIR EXPENSE
- 1 4 NO OTHER STRUCTURES OR ITEMS WILL BE CONSTRUCTED IN THE CITY'S EASEMENT SUCH AS CONCRETE PADS FOR OUTBUILDINGS AND SHEDS, OR ANY STRUCTURES OR ITEM WHICH CANNOT READILY BE MOVED OR RELOCATED. IF SUCH STRUCTURES ARE INSTALLED ON THE CITY'S EASEMENT, THE CITY SHALL NOT BE RESPONSIBLE TO REPAIR OR REPLACE THE ITEM IF IT WERE DAMAGED OR REMOVED TO ALLOW THE CITY OR ITS AGENTS ACCESS TO THE EXISTING WATERLINE AND APPURTENANCES.

2. General Terms.

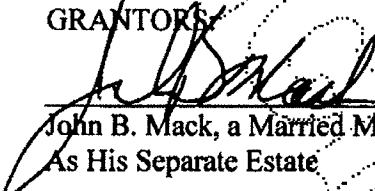
- 2.1 Entire Agreement This Agreement contains all of the agreement of the parties and no prior agreements or understandings pertaining to any such matters shall be effective for any such purpose.
- 2.2 Modification No provision of this Agreement may be amended or added to except by agreement in writing signed by the parties

2.3 Successors in Interest. This easement shall be a covenant running with the land and shall be binding on the Grantor, and Grantor's heirs, successors and assigns forever.


2.4 Subordination of Mortgage Any mortgage on said land held by Mortgagee shall be subordinated to the rights herein granted to the Grantee, but in all other respects shall remain unimpaired

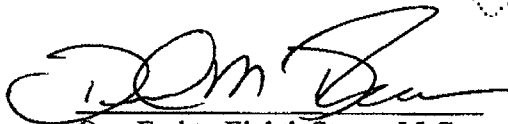
DATED this 6th day of April, 2006.

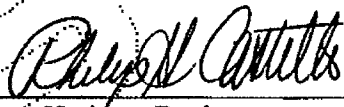
GRANTORS:


John B. Mack, a Married Man,
As His Separate Estate

MORTGAGEES:


Mortgage Electronic Registration
Systems, Inc. FBO Lehman Brothers Bank,
FSB
By: Leo C Trautman, Jr
Its: Vice President

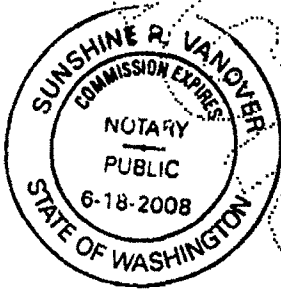

One-Eighty Eighth Street, LLC.
A Washington Limited Liability
Company
By: DANIEL M. DIMASCIO
Its: Manager


First Heritage Bank
By: PHILIP G. CASTILLO
Its: Vice President

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

On this 17th day of March, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **John B. Mack, a married man, as his separate estate** to me known to be the individual that executed the foregoing instrument and acknowledged the said instrument to be his free and voluntary act, for the uses and purposes herein mentioned

Witness my hand and official seal hereto affixed the day and year first above written.

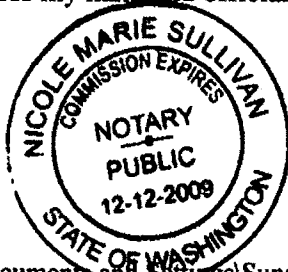


[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Gold Bar
My commission expires: 6-18-2008
Printed name: Sunshine R. Vanover

STATE OF WASHINGTON)
)ss.
COUNTY OF SNOHOMISH)

On this 20th day of March, 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Daniel H. Dimascio** to me known to be the Manager of **One-Eighty Eighth Street, LLC, A Washington Limited Liability Company**, the company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes herein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed is the company seal of said company.

Witness my hand and official seal hereto affixed the day and year first above written.

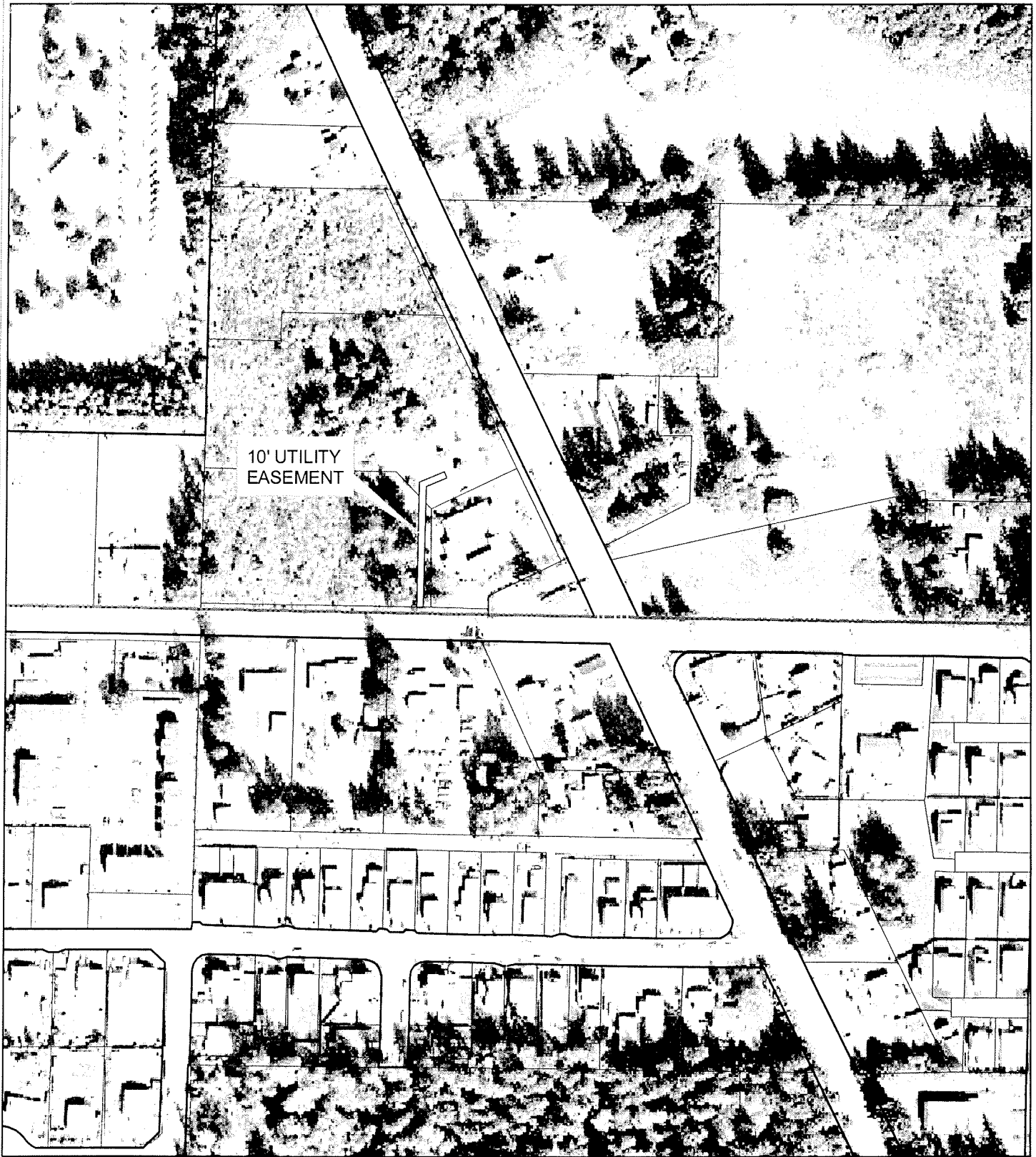


[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Lynnwood
My commission expires: 12/12/2009
Printed name: Nicole M. Sullivan

Exhibit "A"

AN EASEMENT FOR UTILITY PURPOSES AND APPURTENANCES OVER,
UNDER, AND ACROSS A 100 FOOT WIDE STRIP OF LAND THE CENTERLINE
OF WHICH IS DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 OF THAT CERTAIN
BINDING SITE PLAN AS RECORDED UNDER AUDITOR'S FILE NUMBER
200403195143, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE NORTH $89^{\circ}52'21''$ EAST ALONG THE SOUTH LINE THEREOF 339.99
FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE;
THENCE DUE NORTH 190.45 FEET;
THENCE NORTH $66^{\circ}44'32''$ EAST 37.39 FEET TO THE TERMINUS OF SAID
CENTERLINE



- CITY BNDRY
- ROW
- LOT LINES
- EASEMENT



City of Arlington

Smokey Point Business Park Utility Easement

Scale: 1 inch equals 200 feet

File Name: SmPtBusinessPark_Easement

Date: 03/16/2006

Drwn By: JM