

When Recorded Return to:

City of Arlington

Attn: _____

238 N. Olympic

Arlington, WA 98223



200905060420 9 PGS
05/06/2009 11:30am \$50.00
SNOHOMISH COUNTY, WASHINGTON

Grantor: Wal-Mart Stores, Inc.
Grantee: City of Arlington *SEC 28 Twn 31 RGE 05*
Abbrev. Legal: Tract C of BLA Z-06-036 recorded at 200610035220
Complete legal description on Exhibit A
Assessor's Tax Parcel #: 31052800200300 (portion)

STEWART *23189*
9/52

COVENANT

This Covenant is executed this *17th* day of *April*, 2009, by Wal-Mart Stores, Inc. ("Wal-Mart") and the City of Arlington ("City").

WHEREAS, Wal-Mart owns certain real property in Arlington, Washington and is constructing a store thereon pursuant to City of Arlington permit number S-04-061 ("Store").

WHEREAS, Wal-Mart owns most of the parcel of land legally described in Exhibit A ("Wetland Parcel"), with the remainder of said parcel being owned by the City ("Remainder").

WHEREAS, the City has agreed to convey the land legally described in Exhibit B attached hereto ("Drainage Facility") to Wal-Mart, which land includes the Remainder. Upon conveyance of the Remainder to Wal-Mart and correction of Boundary Line Adjustment No. Z-06-036, the Wetland Parcel will be a legal lot.

NOW THEREFORE, Wal-Mart and the City agree as follows:

1. The City hereby covenants and agrees to (a) convey the Drainage Facility to Wal-Mart; and (b) terminate that certain easement located adjacent to the Drainage Facility created by instrument recorded at Snohomish County Recording Number 9306290236 ("Easement"), both of which must occur no later than April 30, 2009.
2. Wal-Mart hereby covenants and agrees to convey the Wetland Parcel to the City by Quit Claim Deed substantially in the form attached hereto as Exhibit C no later than sixty (60) days after Wal-Mart's receipt of a final certificate of occupancy ("CO") for the Store. If a CO is not issued for the Store, Wal-Mart shall convey the Wetland Parcel to the City by no later than

December 31, 2010. Wal-Mart's conveyance of the Wetland Parcel is expressly conditioned upon the City's conveyance of the Drainage Facility and release of the Easement by April 30, 2009.

3. This Covenant will be recorded with the Snohomish County Recorder.

4. Wal-Mart will pay all recording fees and transfer taxes for this instrument, the City's conveyance of the Drainage Facility to Wal-Mart, termination of the Easement and Wal-Mart's conveyance of the Wetland Parcel to the City.

5. This instrument will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This instrument and the covenants and agreements herein shall automatically terminate on December 31, 2010.

7. This instrument may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

DATED as of the date set forth above.

WAL-MART STORES, INC.

By: [Signature]
Print name: John E. Clarke
Title: Regional Vice President

CITY OF ARLINGTON

By: _____
Print name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Print name: _____
Title: _____

December 31, 2010. Wal-Mart's conveyance of the Wetland Parcel is expressly conditioned upon the City's conveyance of the Drainage Facility and release of the Easement by April 30, 2009.

3. This Covenant will be recorded with the Snohomish County Recorder.

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6. This instrument and the covenants and agreements herein shall automatically terminate on December 31, 2010.

7. This instrument may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

DATED as of the date set forth above.

WAL-MART STORES, INC.

By: _____
Print name: _____
Title: _____

CITY OF ARLINGTON

By: Margaret Larson
Print name: Margaret Larson
Title: Mayor

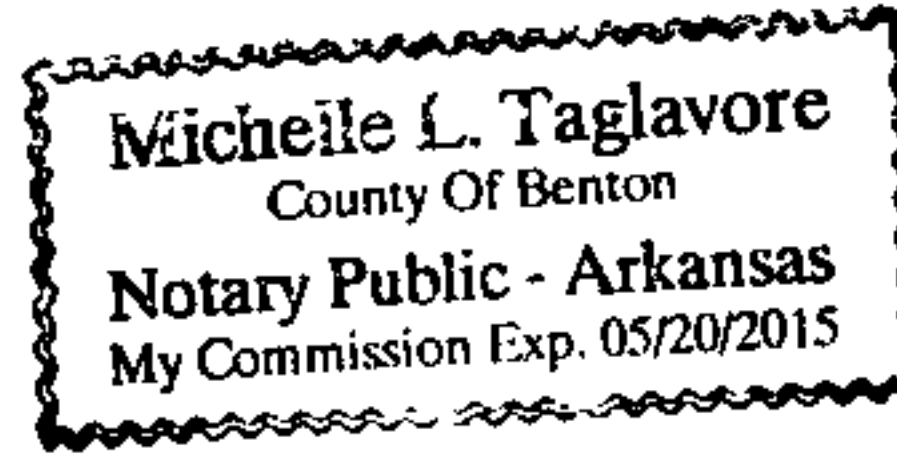
APPROVED AS TO FORM:

By: [Signature]
Print name: Steven J. Peiffle
Title: City Attorney

STATE OF ARKANSAS)
) ss:
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that John E. Clarke is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Regional Vice President of Wal-Mart Stores, Inc, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: APR 22 2009, 2009.



Michelle L. Taglavore
Signature of Notary
Printed Name of Notary: Michelle L. Taglavore
Notary Public in and for the State of Arkansas
Residing at Benton County
My appointment expires 5-20-2015

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the _____ of the City of Arlington, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2009.

Signature of Notary
Printed Name of Notary: _____
Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

STATE OF _____)
) ss:
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the _____ of Wal-Mart Stores, Inc, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

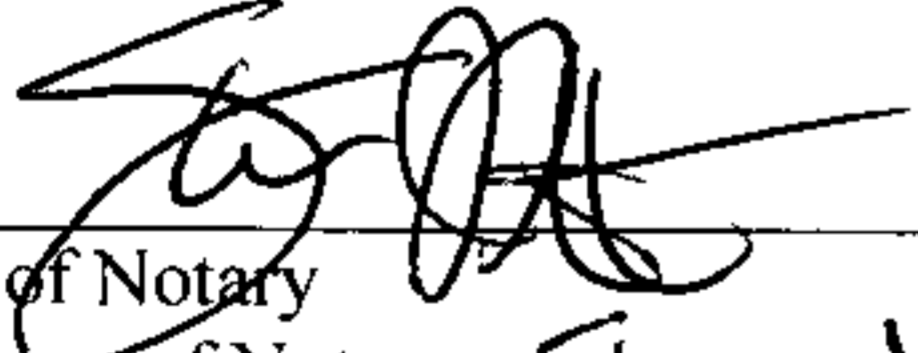
Dated: _____, 2009.

Signature of Notary
Printed Name of Notary: _____
Notary Public in and for the State of _____
Residing at _____
My appointment expires _____

STATE OF WASHINGTON)
) ss:
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Margaret Larson is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Arlington, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/17, 2009.



Signature of Notary
Printed Name of Notary: Steven J. Peiffle
Notary Public in and for the State of Washington
Residing at Arlington
My appointment expires 2/22/2013



EXHIBIT A

WETLAND PARCEL

Tract C as shown on City of Arlington Boundary Line Adjustment No. Z-06-036-BLA recorded at Snohomish County Recording Number 200610035220.

(also being the South 292 feet of the East 290 feet of the Northeast Quarter of the Northwest Quarter of Section 28, Township 31 North, Range 5 East, W.M.)

Situate in Snohomish County, Washington.

EXHIBIT B

DRAINAGE FACILITY

All that portion of the following described Parcel A, lying Westerly of a line beginning at a point lying 400 feet South of the North line of said Parcel A and 25 feet East of the West line of said Parcel A; thence South parallel with said West line 645 feet to a point lying 1,045 feet South of the North line of said Parcel A and the end of this line description.

Parcel A.

The East 290 feet of the Northeast quarter of the Northwest quarter of Section 28, Township 31 North, Range 5 East, W.M., situate in Snohomish County, Washington. Less the North 30 feet

The land herein described contains an area of 16,125 square feet, more or less, as noted on the Right of Way plan for Smokey Point Boulevard, 152nd Street NE to 174th St. NE and 40th Avenue NE Extension on file in the Office of the Snohomish County Engineer under the Survey No. 3159 and 3179.

As shown on the final Right of Way Plan recorded with the Snohomish County Auditor's office upon completion of Right of Way certification.

EXHIBIT C
QUIT CLAIM DEED

When Recorded Return to:
City of Arlington
Attn: _____

QUIT CLAIM DEED

Grantor: Wal-Mart Stores, Inc.
Grantee: City of Arlington
Abbrev. Legal Desc: Tract C of BLA Z-06-036 recorded at 200610035220, as amended by _____ recorded at _____
Complete legal on Exhibit A

Assessor's Tax Parcel ID #: _____

Wal-Mart Stores, Inc., a Delaware corporation, ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other valuable consideration in hand paid, conveys and quitclaims to the City of Arlington, a Washington municipal corporation, the following described real estate situated in Snohomish County, Washington, together with all after acquired title of the Grantor therein:

Tract C as shown on City of Arlington Boundary Line Adjustment No. Z-06-036-BLA recorded at Snohomish County Recording Number 200610035220, as amended by _____ recorded at Snohomish County Recording Number _____

DATED: _____, 200__

WAL-MART STORES, INC., a
Delaware corporation

By: _____
Print name: _____
Title: _____

APPROVED AS TO FORM:

CITY OF ARLINGTON

By: _____
Print name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the _____ of Wal-Mart Stores, Inc., a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____ 200_____.

Signature of Notary
Printed Name of Notary: _____
Notary Public in and for the State of _____
Residing at _____
My appointment expires _____