

CITY OF MARYSVILLE

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 26, 2015

AGENDA ITEM: Corrected Utility Easement for Cedar Landing Housing Partners	AGENDA SECTION: New Business	
PREPARED BY: Deryl Taylor, Development Services Technician	APPROVED BY:	
ATTACHMENTS: 1. Corrected Utility Easement 2. AFN 200002280719		
	MAYOR	CAO
BUDGET CODE:	AMOUNT:	

DESCRIPTION:

Cedar Landing Housing Partners recognized a discrepancy in the original utility easement that was recorded under Auditor’s File Number (AFN) 200002280719 for the Cedar Landing Apartment Complex, located at 8700 67th Avenue NE. The recorded utility easement’s legal description reads “Beginning at the Northwest corner of said Lot 4” when it should have read “Beginning at the Northwest corner of said Lot 3.” The incorrect legal description placed the utility easement through the existing structures, incorrectly encumbering the site.

The corrected utility easement will release AFN 200002280719 and reference the correct legal description for the utility easement, which will not encumber the existing structures.

RECOMMENDED ACTION:

Authorize the Mayor to the sign the *Corrected Utility Easement* for Cedar Landing Housing Partners.

COUNCIL ACTION:

Return Address:

**CITY OF MARYSVILLE
1049 STATE AVENUE
MARYSVILLE, WA 98270**

(Please print or type information)

Document Title(s) (or transactions contained therein):

CORRECTED UTILITY EASEMENT

Grantor(s) (Last name first, then first name and initials):

CEDAR LANDING HOUSING PARTNERS

Grantee(s) (Last name first, then first name and initials):

CITY OF MARYSVILLE

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

SEE PAGE 1

**ABBREVIATED: PTN LOT 3 OF SNOHOMISH COUNTY SHORT PLAT
NO. (68 (3-81)), ACCORDING TO THE PLAT RECORDED AS
AUDITOR'S FILE NO. 8206170136**

Reference Number(s) of Documents assigned or released:

RELEASE AUDITORS FILE NUMBER 200002280719

Assessor's Property Tax Parcel/Account Number:

30052200102900

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**City of Marysville Utility Easement
(Corrected)**

THIS INDENTURE made this ____ day of October, 2015 between CEDAR LANDING HOUSING PARTNERS, a Washington limited partnership, hereinafter referred to as “Grantor” and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as “Grantee”.

WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington described as follows:

Parcel A:

Lots 2 and 3 of Short Plat No. 68(3-81), recorded under Auditor's File No. 8206170136, records of Snohomish County, Washington, being a portion of the Southeast Quarter of the Northeast Quarter of Section 22, Township 30 North, Range 5 East W.M.

Except that portion thereof conveyed to the City of Marysville by Deeds recorded under Auditor's File Nos. 9703280075, 9703280076 and 200101190390.

Parcel B:

Lot 4 of Short Plat No. 68(3-81), recorded under Auditor's File No. 8206170136, records of Snohomish County, Washington, being a portion of the Southeast Quarter of the Northeast Quarter of Section 22, Township 30 North, Range 5 East W.M.

Situate in the County of Snohomish, State of Washington.

(“Grantor Property”); and

WHEREAS, SHELTER RESOURCES, INC., a Washington corporation, as general partner of the Grantor conveyed to Grantee a Utility Easement dated as of November 12, 1999, and recorded under Auditor’s File No. 200002280719 (“1999 Utility Easement”);

WHEREAS, Grantor and Grantee have discovered the legal description in the 1999 Utility Easement was in error and now desire to restate the rights and privileges granted therein with the correct legal description;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and

assigns and its contractors, agents, permittees and licensees, the perpetual right, privilege and authority to construct, alter, improve, repair, operate and maintain storm drainage lines, and/or sanitary sewer lines, and/or water lines, pipes and appurtenances across, over, under, through, in and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

See **EXHIBIT A** attached hereto

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 said lines, and the right at any time to remove said lines and appurtenances from said lands.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawn, shrubbery or land contours that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good condition as the same were immediately before the property was entered by the Grantee.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said lines and appurtenances from said lands, or shall otherwise permanently abandon said lines, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same is free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

Upon recording of this Utility Easement, the 1999 Utility Easement shall terminate and be of no further force or effect.

[Signatures on next page.]

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:

CEDAR LANDING HOUSING PARTNERS
a Washington limited partnership

By: Insite Housing Partners LLC
General Partner

By: _____
Name: _____
Title: _____

By: Shelter Resources, Inc.
General Partner

By: _____
Name: _____
Title: _____

GRANTEE:

CITY OF MARYSVILLE

By: _____
Name: _____
Title: _____

Approved as to form and content:

By: _____

[Notary on next pages]

GRANTOR NOTARY:

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Adam Diskin 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 him as the member of Insite Housing Partners LLC, a general partner CEDAR LANDING HOUSING PARTNERS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2015

(Notary Signature)

(Print Name)

NOTARY PUBLIC in and for the State of
Washington
Residing at (city): _____
My commission expires: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Len Brannen 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 him as the President of Shelter Resources, Inc., a general partner CEDAR LANDING HOUSING PARTNERS to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2015

(Notary Signature)

(Print Name)

NOTARY PUBLIC in and for the State of
Washington
Residing at (city): _____
My commission expires: _____

GRANTEE NOTARY

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

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

Dated this ____ day of _____, 2015

(Notary Signature)

(Print Name)

NOTARY PUBLIC in and for the State of
Washington

Residing at (city): _____

My commission expires: _____

Exhibit A

Legal Description of Easement Area

That portion of Lot 3 of Snohomish County Short Plat No. (68 (3-81)), according to the plat recorded as Auditor's File No. 8206170136, records of Snohomish County, situated in the SE ¼ NE ¼ of Section 22, Township 30 North, Range 5 East, W.M. Snohomish County, State of Washington, described as follows:

Beginning at the Northwest corner of said Lot 3; thence S 85°02'09" E along the north line of said Lot 3 a distance of 53.05 feet; thence leaving said north line S 01°42'07" W 99.21 feet; thence S 88°17'53" E 236.50 feet; thence S 01°42'07" W 58.00 feet; thence N 88°17'53" W 117.47 feet; thence S 01°42'00" W 140.90 feet; thence S 88°17'53" E 3.59 feet; thence S 01°42'07" W 475.42 feet; thence S 88°17'53" E 199.41 feet to a point on the easterly line of said Lot 3; thence S 01°42'07" W along said easterly line 58.00 feet; thence leaving said easterly line N 88°17'53" W 257.41 feet; thence N 01°42'07" E 326.78 feet; thence N 88°17'53" W 102.59 feet; thence N 01°42'07" E 26.02 feet; thence S 88°17'53" E 102.59 feet; thence N 01°42'07" E 152.13 feet; thence N 88°17'53" W 3.09 feet; thence N 01°42'00" E 185.40 feet; thence N 88°17'53" W 99.49 feet to a point on the westerly line of said Lot 3; thence along said westerly line the following three (3) courses; N 01°42'07" E 74.53 feet; N 89°31'06" W 15.00 feet; N 01°42'07" E 70.02 feet to the Point of Beginning.



200002280719

02/28/2000 02:54 PM Snohomish County
P.0005 RECORDED

Return Address

CITY OF MARYSVILLE
4822 GROVE STREET
MARYSVILLE, WA 98270

Please print or type information

Document Title(s) for transactions contained therein: UTILITY EASEMENT
Grantor(s) (Last name first, then first name and initials) SHELTER RESOURCES, INC.
Grantee(s) (Last name first, then first name and initials) THE CITY OF MARYSVILLE
Legal description (abbreviated: i.e., lot, block, plat or section; township, range, qtr./qtr.) As per attached. That portion of Lot 4 of Snohomish Co Short Plat No. (68(3-81) according to the plat recorded as Auditor's File No. 8206170136 records of Snohomish Co. situated in the SE ¹ / ₄ of Section 22 Township 30 N Range 5E WM Snohomish County State of Washington.
Reference Number(s) of Documents assigned or released: N/A
Assessor's Property Tax Parcel/Account Number 223005-1-038-007/030-0005
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

200002280719

**NO EXCISE TAX
REQUIRED**

FEB 28 2000

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

AFTER RECORDING RETURN TO:

City of Marysville
4822 Grove Street
Marysville, WA 98270

**CITY OF MARYSVILLE
UTILITY EASEMENT**

THIS INDENTURE made this 12 day of November, 19 99
between Shelter Resources, Inc. hereinafter referred to as "Grantor," the CITY
OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee,"
and US Bank (tax exempt & bond issues)
hereinafter referred to as "Mortgagee." WITNESSETH

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish,
State of Washington described as follows:

As per attached.

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, and upon said
lands and premises,

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is
hereby acknowledges, hereby conveys and grants to the Grantee, its successors and assigns and its permittees
and licensees, the perpetual 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, across, under,
over and upon the following describes lands and premises situated in the County of Snohomish, State of
Washington, to-wit:

As per attached.

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 said lines, and the right at anytime to remove said lines and appurtenances from said lands

The Grantor reserves the right to use the surface of the above-described easement in the manner now
existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said
easement. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawn,
shrubbery or land contours that are disturbed in connection with the exercise of the Grantee's rights hereunder,
in as good condition as the same were immediately before the property was entered by the Grantee.

The rights, title, privilege and authority hereby granted shall continue to be in force until such time as
the Grantee, its successors or assigns, shall permanently remove said lines and appurtenances from said lands,
or shall otherwise permanently abandon said lines, at which time all such rights, title, privileges and authority
hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of
the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear
of encumbrances, except as above indicated, and that Grantor will forever warrant and defend the title to said
easement and the quiet possession thereof against the lawful claims and demand of all persons whomsoever.
This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs,
successors and assigns forever.

200002280719
Item 9-10

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

GRANTOR

MORTGAGEE

Cedar Landing Housing Partners AWLP

US Bank (tax exempt & bond issues)

Len Bronnen
SPECIAL RESOURCES INC.
GENERAL PARTNER

David G. Mullins
Vice President

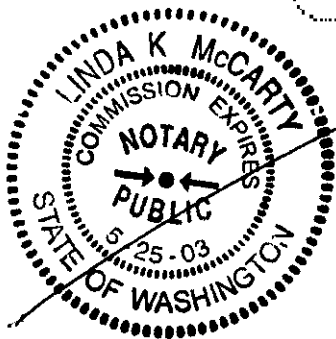
INDIVIDUAL NOTARY

State of Washington)

County of King)
 Snohomish)

I certify that I know or have satisfactory evidence that Len Bronnen is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their/ free and voluntary act for the uses and purposes mentioned in the instrument

DATED this 15th day of November, 19 99



Linda K. McCarty
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Bellevue, WA
My commission expires May 25, 2003

REPRESENTATIVE NOTARY

STATE OF WASHINGTON)
)
)
COUNTY OF King)
)
)
 Snohomish)

I certify that I know or have satisfactory evidence that David G. Mullins is/are the person(s) who appeared before me, and said person(s) acknowledge that he/she/they signed this instrument, on oath state that he/she/they was/were authorized to execute the instrument and acknowledge it as the Vice President of US Bank, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

DATED this 23rd day of November, 1999



Cristina Yag-Bigornia
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Mountain Terrace WA
My commission expires 5-19-2002

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

GRANTOR

MORTGAGEE

Lew Brannen, Pres.
Shelley Resources Inc.

INDIVIDUAL NOTARY

State of Washington)
)ss
County of Snohomish)

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their/ free and voluntary act for the uses and purposes mentioned in the instrument

DATED this _____ day of _____, 19 _____

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

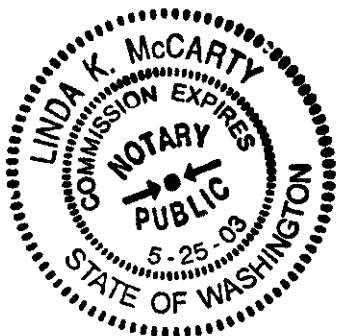
REPRESENTATIVE NOTARY

STATE OF WASHINGTON)
)ss
 KING
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Lew Brannen is/are the person(s) who appeared before me, and said person(s) acknowledge that he/she/they signed this instrument, on oath state that he/she/they was/were authorized to execute the instrument and acknowledge it as the President of Shelley Resources, Inc, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

DATED this 20th day of December, 1999

Linda K. McCarty
Linda K. McCarty
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Felleve, WA
My commission expires May 25, 2003



200002280719

PORTIONS OF THIS
DOCUMENT ARE POOR
QUALITY FOR SCANNING

Datum Pacific, Inc.

Civil Engineers • Land Surveyors • Land Planners • Landscape Architects

LESLIE D. KILLINGSWORTH P.E.
DANIEL R. CLARK P.E.S.
STEPHAN DEYSENROTH A.S.L.A.

LEGAL DESCRIPTION OF PROPOSED ACCESS AND UTILITY EASEMENT

(Prepared by Datum Pacific, Inc.)

That portion of Lot 4 of Snohomish County Short Plat No. (68 (3-81), according to the plat recorded as Auditor's File No. 8206170-136, records of Snohomish County, situated in the SE1/4NE1/4 of Section 22, Township 30 North, Range 5 East, W.M., Snohomish County, State of Washington, described as follows:

Beginning at the Northwest corner of said Lot 4, thence S85°02'09"E along the north line of said Lot 4 a distance of 53.05 feet, thence leaving said north line S01°42'07"W 99.21 feet, thence S88°17'53"E 236.50 feet, thence S01°42'07"W 58.00 feet, thence N88°17'53"W 117.47 feet, thence S01°42'00"W 140.90 feet, thence S88°17'53"E 3.59 feet, thence S01°42'07"W 475.42 feet, thence S88°17'53"E 199.41 feet to a point on the easterly line of said Lot 4, thence S01°42'07"W along said easterly line 58.00 feet, thence leaving said easterly line N88°17'53"W 257.41 feet, thence N01°42'07"E 326.78 feet, thence N88°17'53"W 102.59 feet, thence N01°42'07"E 26.02 feet, thence S88°17'53"E 102.59 feet, thence N01°42'07"E 152.13 feet, thence N88°17'53"W 3.09 feet, thence N01°42'00"E 185.40 feet, thence N88°17'53"W 99.49 feet to a point on the westerly line of said Lot 4, thence along said westerly line the following three (3) courses, N01°42'07"E 74.53 feet, N89°31'06"W 15.00 feet, N01°42'07"E 70.02 feet to the Point of Beginning.

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P.O. Box 308 • Coupeville, WA 98239 • (206) 678-6363 • Fax (206) 678-6365

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