

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

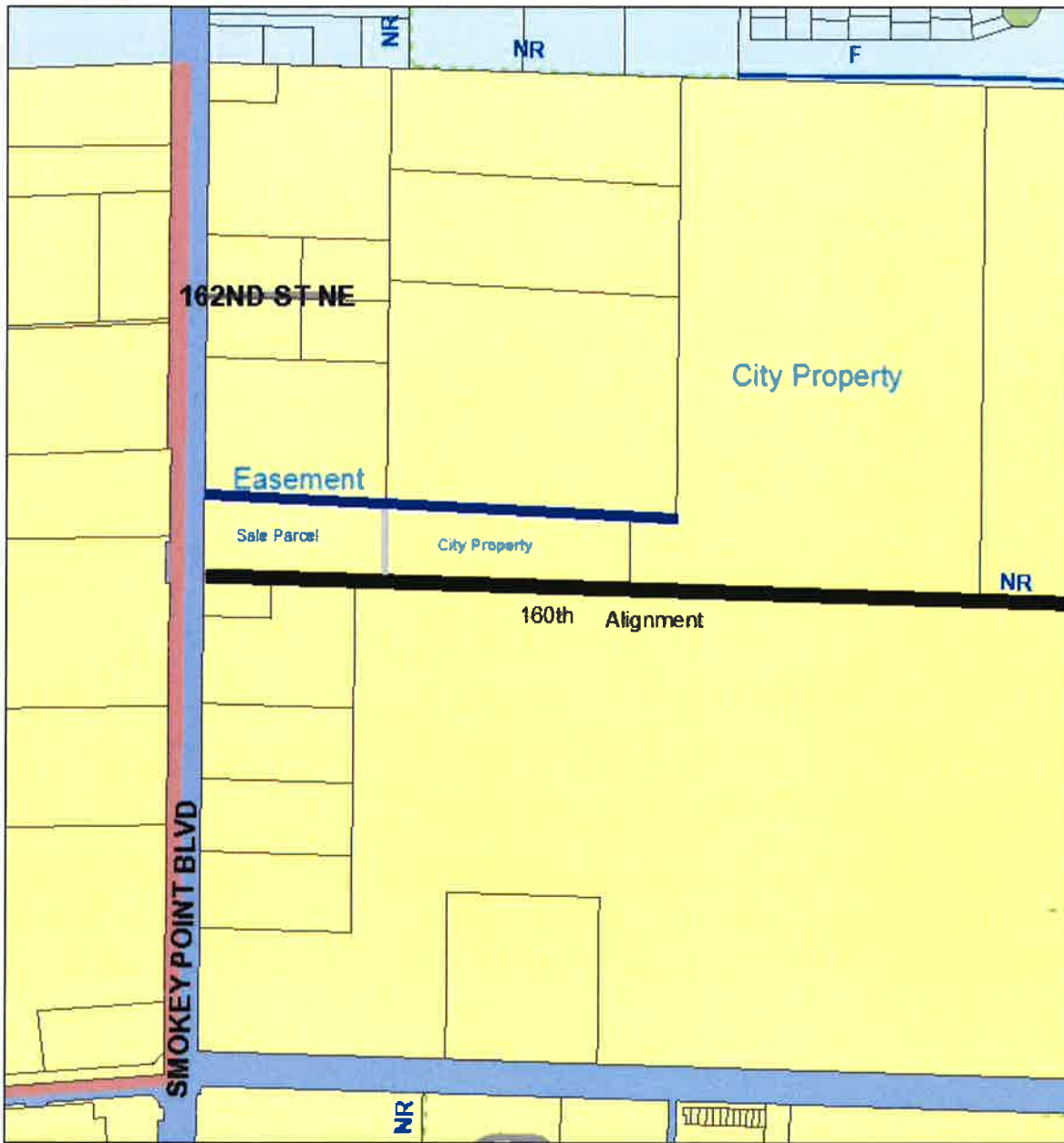
**CITY COUNCIL MEETING DATE: 09/12/2016**

<b>AGENDA ITEM:</b>	
Agreement to Extinguish Development Agreements	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jon Walker	
<b>DEPARTMENT:</b>	
Legal	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$0.00
<b>SUMMARY:</b>	

Property owned by the City and private parties in the 16000 block of Smokey Point Boulevard is encumbered by two Development Agreements that burden the properties (including the City's) with an easement and a requirement to construct a road prior to any development. The attached map shows the easement in blue.

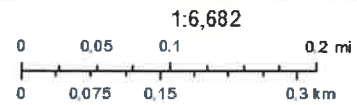
The alignment of the easement is inconsistent with the City's transportation plan for the area, which calls for the roadway to be located just to the south at 160<sup>th</sup> Street. Additionally, the Council previously approved the sale of a city-owned parcel fronting on Smokey Point Boulevard to CamNel Properties, LLC (identified as "sale parcel" on the attached map). The City agreed to cooperate in extinguishing the easement and Development Agreements as a condition of the sale.

<p><b>RECOMMENDED ACTION:</b> Staff recommends that Council authorize the Mayor to sign the Agreement to Extinguish Development Agreements</p>
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September 7, 2016

- |              |                     |
|--------------|---------------------|
| Parcels      | SNOHOMISH COUNTY    |
| Railroad     | STATE OF WASHINGTON |
| <b>ROWS</b>  | Streets             |
| MUNICIPALITY | Trails              |
| PRIVATE      | Arlington airport   |
| RAILROAD     | Water bodies        |



THE CITY OF MARYSVILLE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF THIS DATA FOR ANY PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED.

Filed at the request of:  
PURCELL LEGAL & MEDIATION  
SERVICES, PLLC  
7127 – 196<sup>th</sup> Street SW, Ste. 201  
Lynnwood, WA 98036  
ATTN: Douglas W. Purcell

**AGREEMENT TO CLEAR DEVELOPMENT AGREEMENTS FROM TITLE AND  
EXTINGUISHMENT OF EASEMENTS**

REFERENCE NUMBER: 8209020049; 8212270181

GRANTOR: CITY OF MARYSVILLE, a municipal corporation, as  
successor in interest to Snohomish County and Meyers  
Property Management Co., Inc.

GRANTEE: CAMNEL PROPERTIES, LLC, a Washington limited  
liability company, as successor in interest to Marie Fritzberg-  
Peters, formerly known as E. Marie Fritzberg Wilson, as her  
separate estate;

LEGAL DESCRIPTION: Ptn. SW 28-31-5  
And described in Attached Exhibits “A,” “B” and “C.”

TAX PARCEL Nos.: 310528-003-006-00, 310528-003-012-00,  
310528-003-001-00, 310528-003-002-09; and  
310528-003-003-00

After Recording return to:  
PURCELL LEGAL & MEDIATION  
SERVICES, PLLC  
7127 196th Street SW, Suite 201  
Lynnwood, WA 98036  
ATTN: Douglas W. Purcell

## **AGREEMENT TO CLEAR DEVELOPMENT AGREEMENTS FROM TITLE AND EXTINGUISHMENT OF EASEMENTS**

THIS AGREEMENT is made this \_\_\_\_ day of September, 2016, among CITY OF MARYSVILLE, a municipal corporation, as successor in interest to and Meyers Property Management Co., Inc. ("City") and CAMNEL PROPERTIES, LLC, a Washington limited liability company, as successor in interest to Marie Fritzberg Peters, formerly known as E. Marie Fritzberg Wilson ("CamNel").

### **RECITALS**

A. City is the owner of the real property legally described in Exhibit "A" attached hereto and identified above as Parcels 310528-003-001-00, 310528-003-002-00; and 310528-003-003-00 ("City Property").

B. CamNel is the owner of the land described in Exhibit "B" and Exhibit "C" attached hereto and identified above as Parcel 310528-003-012-00 and Parcel 310528-003-006-00 ("CamNel Property") (The City Property and the CamNel Property are sometimes jointly referred to herein as the "Subject Property").

C. The Subject Property or some of it is benefited or encumbered by certain development agreements; namely, a Development Agreement dated August 24, 1982 and recorded with Snohomish County Auditor on September 2, 1982 under recording number 8209020049 (the "Development Agreement I"); and a Development Agreement dated December 12, 1982 and recorded with the Snohomish County Auditor on December 27, 1982 under recording number 8212270181 ("Development Agreement II") (Development Agreement I and Development Agreement II are referred to jointly herein as the "Development Agreements").

D. The Development Agreements reference certain street improvements and other matters to be performed over easements referenced and legally described in the Development Agreements ("Development Agreement Easements") for the benefit of the City Property over the CamNel Property and for the benefit of the CamNel Property over the City Property for road building purposes. The terms and conditions of the Development Agreements and the need for the Development Easements are no longer applicable or desirable and the presence of the Development Agreements and the

Development Agreement Easements on title is an impediment to appropriate use of the Subject Property.

E. The Development Agreements were a product of a request made to Snohomish County to rezone the properties from Rural Use to Industrial Park. The request was the subject of two decisions issued by the Snohomish County Hearing Examiner – ZA8104113, issued September 10, 1981, and ZA8111232, issued July 16, 1982. In ZA8111232 the Hearing Examiner conditionally granted the rezone subject to a number of preconditions which were required to be fulfilled within one year of the decision. The preconditions were never met and thus, the underlying reason for the Development Agreements – a rezone -- ceased to exist.

F. The Subject Properties were part of an annexation by the City of Marysville in July 2000 by Ordinance No. 2329 and are currently zoned General Commercial. As the current zoning jurisdiction, the City can exercise any rights that Snohomish County had in the Development Agreements. Those rights were limited to enforcing the preconditions imposed by the Snohomish County Hearing Examiner. Since the conditional rezone was voided by the failure to meet all preconditions imposed by the Snohomish County Hearing Examiner, Snohomish County had no further interest in the enforcement of the Development Agreements as of July 16, 1983 – one year after the Hearing Examiner decision in ZA8111232. As the successor to Snohomish County in zoning authority, the City could not be required to grant a rezone based on the Development Agreements. As a property owner, the City wishes to eliminate the Development Agreements.

G. The parties wish to eliminate the requirements of the Development Agreements and extinguish the Easements. Both parties will gain value by eliminating the Development Agreements and extinguishing of the Easements.

WHEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN STATED, the Parties hereto hereby agree as follows:

1. **Waiver of all rights and liabilities under the Development Agreements.** The parties agree that the Development Agreements and are hereby rescinded and rendered null and void.
2. **Extinguishment of Development Agreement Easements.** The parties agree that the Development Agreement Easements, as described in the Development Agreements are extinguished and of no further force and effect. Any other easements, existing as a result of deeds or other recorded documents other than the Development Agreements shall remain in full force and effect.
3. **Intention of the Parties.** It is the intention of the parties that all the rights granted to and obligations imposed by the Development Agreements shall be of no further force

and effect and that, by recording, neither the Development Agreements nor the Easements shall remain as encumbrances on the Subject Property.

**4. Running Covenants.** The covenants, terms and conditions contained in this agreement touch and concern the Subject Property and benefit and burden those lands and shall bind all future owners of the Subject Properties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF MARYSVILLE

CAMNEL PROPERTIES, LLC

By: \_\_\_\_\_  
JON NEHRING, MAYOR  
CITY OF MARYSVILLE

By: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Washington )  
 ) ss.  
County of Snohomish )

I certify that I know or have satisfactory evidence that JON NEHRING, the MAYOR of the CITY OF MARYSVILLE, is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act of such municipal corporation for the uses and purposes described in the instrument.

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

State of Washington )  
 ) ss.  
County of Snohomish )

I certify that I know or have satisfactory evidence that \_\_\_\_\_, the \_\_\_\_\_ of CAMNEL PROPERTIES, LLC, is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act of such limited liability company for the uses and purposes described in the instrument.

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

## **EXHIBIT A**

Lot 1 and Lots 6 to 10, inclusive of Survey recorded under Auditor's File No. 7804170304, Records of Snohomish County, being a portion of Section 28, Township 31 North, Range 5 East, W.M.; TOGETHER WITH a non-exclusive easement, 60 feet in width as delineated on face of said survey;

Situate in the County of Snohomish, State of Washington.



## **EXHIBIT B**

The South 375.0 feet of the North 1135.0 feet of the West 530.0 feet of the Northwest quarter of the Southwest quarter of Section 28, Township 31 North, Range 5 East, W.M.; EXCEPT that portion conveyed to Snohomish County for road purposes, recorded under Snohomish County Auditor's File No. 191651.

Situate in the County of Snohomish, State of Washington.

## EXHIBIT C

### Parcel A:

Commencing at the Northwest corner of the Southwest Quarter of Section 28, Township 31 North, Range 5 East of the Willamette Meridian;  
thence South  $87^{\circ} 17'40''$  East along the North line of said subdivision a distance of 530.11 feet;  
thence South  $1^{\circ} 32'29''$  West parallel to the West line of said subdivision a distance of 572.15 feet to the true point of beginning;  
thence South  $87^{\circ} 17'36''$  East a distance of 761.72 feet;  
thence South  $1^{\circ} 36'58''$  West a distance of 572.75 feet;  
thence North  $87^{\circ} 17'32''$  West a distance of 760.97 feet;  
thence North  $1^{\circ} 32'29''$  East parallel to the West line of said subdivision a distance of 572.75 feet to the true point of beginning.

(Also known as Lots 2 and 3 of Survey recorded under Auditor's File No. 7804170304, records of Snohomish County, Washington).

Situate in the County of Snohomish, State of Washington.

### Parcel B:

A non-exclusive easement for ingress, egress and utilities over, across and under a 60 foot wide strip of land lying 30 feet on each side of the following described centerline:

Commencing at the Northwest corner of the Southwest Quarter of Section 28, Township 31 North, Range 5 East of the Willamette Meridian;  
thence South  $1^{\circ} 32'29''$  West along the West line of said subdivision a distance of 1307.07 feet;  
thence South  $87^{\circ} 16'15''$  East a distance of 30.01 feet to the East right of way line of Pacific Highway and the true point of beginning for said centerline;  
thence South  $87^{\circ} 16'15''$  East parallel to and 30 feet North of the South line of the Northwest Quarter of the Southwest quarter a distance of 1261.04 feet to a point on the East line of the Northwest Quarter of the Southwest quarter;  
thence North  $1^{\circ} 36'58''$  East along said subdivision a distance of 735.54 feet to the termination point of said centerline;

Except that portion lying within Parcel A.

Situate in the County of Snohomish, State of Washington.