

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 11, 2017

AGENDA ITEM:	
Termination of Easements related to 25 th Avenue NE Street Vacation and Market Place Shopping Center (FKA Lakewood Station PA12014)	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Holland, Planning Manager	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
1. Ordinance 2990 – 25 th Avenue NE Street Vacation 2. Termination of Reserved Utility Easement 3. Drainage Easement, recorded under AFN 200209130616 4. Termination of Drainage Easement, recorded under AFN 200209130616	
BUDGET CODE:	AMOUNT:
SUMMARY:	

On February 9, 2015 Marysville City Council adopted Ordinance No. 2990 vacating a portion of 25th Avenue NE and an existing stormwater detention pond located north of 172nd Street NE for development of Market Place Shopping Center and The Lodge Apartments (FKA Lakewood Station). Section 1b of the adopting ordinance requires reservation of a perpetual easement in favor of the City of Marysville for utilities, across, under and through that portion of the property. However, public utilities are no longer located within the vacated portion of 25th Avenue NE and the applicant is requesting the reservation be terminated through recording of the attached “Termination of Reserved Utility Easement.”

Additionally, a Drainage Easement recorded under Auditor’s File Number (AFN) 200209130616 that was granted to Snohomish County and transferred to the City of Marysville through annexation, is no longer necessary as new drainage facilities have been installed with the construction of Market Place shopping center and The Lodge Apartments. Therefore, the applicant is requesting the easement be terminated through recording of the attached “Termination of Drainage Easement.”

RECOMMENDED ACTION:

Authorize the Mayor to sign the *Termination of Reserved Utility Easement* and the *Termination of Drainage Easement, recorded under AFN 200209130616.*

CITY OF MARYSVILLE
Marysville, Washington
ORDINANCE NO. 2990

AN ORDINANCE OF THE CITY OF MARYSVILLE VACATING A PORTION OF 25th AVENUE NE AND AN EXISTING STORMWATER DETENTION POND LOCATED NORTH OF 172nd STREET NE (SR 531) IN THE CITY OF MARYSVILLE, WASHINGTON.

WHEREAS, a public hearing was held before Marysville City Council on February 9, 2015 to consider vacation of a portion of 25th Avenue NE, and a stormwater detention pond, located north of 172nd Street NE (SR 531) in the City of Marysville, and to consider waiving compensation for said vacation; and

WHEREAS, the Marysville City Council recommends waiving all compensation of the vacated right-of-way, based on the following factors:

(a) At the public hearing for the Lakewood Station Binding Site Plan, Washington State Department of Transportation (WSDOT) testified that a signal or a roundabout (RAB) would not be allowed to be installed at the intersection of 172nd Street NE (SR 531) and 25th Avenue NE, due to its close proximity to the signalized intersection of 27th Avenue NE to the east. WSDOT however, does support construction of a RAB further west at approximately the 2300 Block.

(b) The relocation of 25th Avenue NE, west to a RAB located at 23rd Avenue NE, will provide a public benefit by allowing existing residents, future residents and patrons of the proposed commercial development improved access to 172nd Street NE (SR 531). Currently, 25th Avenue NE is a non-signalized intersection which makes it difficult to make left turns during the AM and PM peak hours.

(c) Vacating 25th Avenue NE and the stormwater detention pond provides an opportunity for commercial development that would otherwise be difficult due to access restrictions required by WSDOT

(d) The applicant is proposing to construct and dedicate a new roadway alignment, to a public standard; including sidewalks, planter strips and decorative lighting, at no cost to the public. The cost for constructing the road, not including the RAB at 172nd Street NE (SR 531), decorative lighting and landscaping is approximately \$776,692.00.

(e) The dedication of new public right-of-way is approximately 86,733 SF, not including dedication of right-of-way for the construction of the RAB and frontage improvements on 172nd Street NE (SR 531). The applicant has requested 87,342 SF of existing right-of-way be vacated.

WHEREAS, the Marysville City Council considered the evidence presented at the public hearing and entered the following findings of fact:

(a) The vacation will provide a public benefit and purpose as the applicant shall be required to construct and dedicate, to the City of Marysville, a new public roadway realigning 25th Avenue NE to the west to a mini roundabout (RAB) and construct a RAB at 172nd Street NE (SR 531), to a public standard; including sidewalks, planter strips and decorative lighting, as approved by the City Engineer and Washington State Department of Transportation;

- (b) The right-of-way vacation shall not adversely affect the street pattern or circulation of the immediate area or the community as a whole;
- (c) The public need shall not be adversely affected;
- (d) The right-of-way is not contemplated or needed for future public use;
- (e) No abutting owner will become landlocked nor will his access be substantially impaired;

NOW, THEREFORE, the City Council of the City of Marysville, Washington do ordain as follows:

Section 1. That portion of 25th Avenue NE and the stormwater detention pond as legally described and depicted in **Exhibit A** attached hereto, is hereby vacated, subject to the following conditions:

- (a) Vacation of 25th Avenue NE and the stormwater detention pond shall not be effective until the applicant has constructed a permanent or temporary public access from 25th Avenue NE to 172nd Street NE (SR 531), as approved by the City Engineer;
- (b) 25th Avenue NE shall be vacated subject to reservation of a perpetual easement in favor of the City of Marysville for utilities, across, under and through that portion of the property; and
- (c) The applicant shall be required to construct and dedicate, to the City of Marysville, a new public roadway realigning 25th Avenue NE to the west to a mini RAB and construct a RAB at 172nd Street NE (SR 531), to a public standard; including sidewalks, planter strips and decorative lighting, as approved by the City Engineer and Washington State Department of Transportation.

Section 2. This ordinance and the vacation of that portion of 25th Avenue NE and the stormwater detention pond as legally described and depicted in **Exhibit A** attached hereto, shall become effective five (5) days after publication of this ordinance and recording by the City of a certified copy of the same in the records of the Snohomish County Auditor. This ordinance shall not be recorded until and unless condition (a) in Section 1 of this Ordinance has been fully satisfied and the right-of-way for the new public roadway realigning 25th Avenue NE has been dedicated to the City of Marysville.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or work of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

PASSED by the City Council and APPROVED by the Mayor this 19th day of February, 2015.

CITY OF MARYSVILLE

By: _____

Jon Nehring
JON NEHRING, MAYOR

Attest:

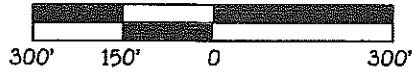
By:  _____
APRIL O'BRIEN, DEPUTY CITY CLERK

Approved as to form:

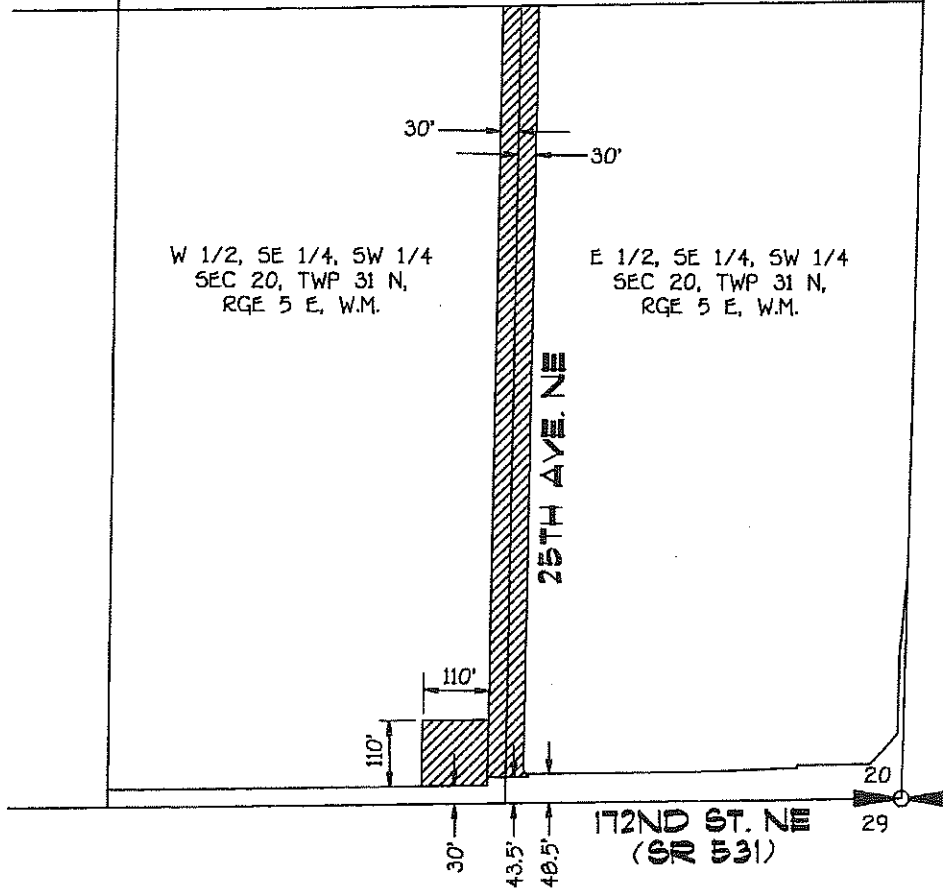
By:  _____
JON WALKER, CITY ATTORNEY

Date of Publication: _____

Effective Date: _____
(5 days after publication)



SCALE: 1" = 300'



25TH AVE NE VACATION EXHIBIT

A PORTION OF THE SE 1/4, SW 1/4 OF SEC. 20, TWP. 31 N, RGE. 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON
A.S.P.I. (ALPHA SUBDIVISION PRO'S, INC.)
4532-B EVERGREEN WAY EVERETT, WA 98203 (425) 252-1884

PREPARED:
01/14/2015
211069.DWG

25TH AVENUE NE VACATION
LEGAL DESCRIPTION

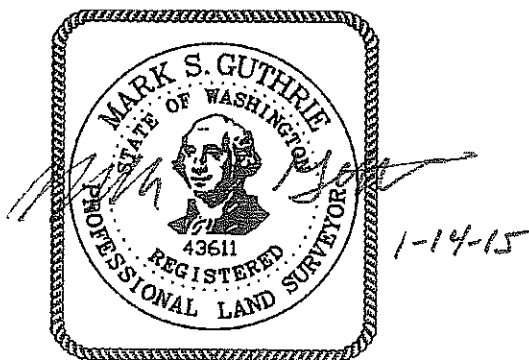
THE EAST 30.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
EXCEPT THE SOUTH 43.50 FEET THEREOF.

TOGETHER WITH THE WEST 30.00 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
EXCEPT THE SOUTH 43.50 FEET THEREOF.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT OF LAND:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER;
THENCE SOUTH 89°03'37" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 661.16 FEET TO THE CENTERLINE OF 25TH AVENUE NE;
THENCE NORTH 00°47'48" EAST ALONG SAID CENTERLINE 43.52 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 43.50 FEET NORTH OF SAID SOUTH LINE;
THENCE NORTH 89°03'37" EAST ALONG SAID PARALLEL LINE 30.01 FEET TO A POINT ON A LINE WHICH IS PARALLEL WITH AND 30.00 FEET EAST OF SAID CENTERLINE, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTH 89°03'37" EAST 9.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS SOUTH 33°28'18" WEST;
THENCE NORTHWESTERLY 20.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°19'29" TO A POINT ON SAID PARALLEL LINE;
THENCE SOUTH 00°47'48" WEST ALONG SAID PARALLEL LINE 17.11 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTH 110 FEET OF THE SOUTH 140 FEET OF THE WEST 110 FEET OF THE EAST 140 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., AS CONVEYED TO SNOHOMISH COUNTY BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 9304070110, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



After Recording Return To:

Foster Pepper PLLC
1111 Third Avenue, Suite 3000
Seattle, WA 98101
Attention: Michael Kuntz

TERMINATION OF RESERVED UTILITY EASEMENT

Grantor:	SMOKEY POINT COMMERCIAL LLC, a Washington limited liability company
Grantee:	CITY OF MARYSVILLE, a municipal corporation of the State of Washington
Abbr. Legal Description	Portion of SE ¼, SW ¼ , Sec 20, TWP 31N, Range 5E, Snohomish County, Washington. Complete legal description attached as <u>Exhibit A</u> .
Assessor's Property Tax Parcel Account Number(s):	31052000302400; 31052000302500; 31052000302700; 31052000302900
Related Documents:	n/a

TERMINATION OF RESERVED UTILITY EASEMENT

THIS TERMINATION OF RESERVED UTILITY EASEMENT (this “**Termination**”) is entered into this ___ day of _____, 2017 (“**Effective Date**”), between SMOKEY POINT COMMERCIAL LLC, a Washington limited liability company (“**Grantor**”) and CITY OF MARYSVILLE, a municipal corporation of the State of Washington (“**Grantee**”). Grantor and Grantee are sometimes referred to collectively herein as the “Parties” or individually as a “Party.”

RECITALS

A. Grantor is the owner of that certain real property located in the City of Marysville, Snohomish County, Washington, legally described and depicted on Exhibit A attached hereto (the “**Property**”).

B. On _____, 2017, Grantee passed Ordinance No. ___ which, among other things, vacated the portion of 25th Avenue NE located on the Property while reserving a perpetual easement in favor of the Grantee for utilities, across, under and through the vacated street (“**Easement**”).

C. The Parties now desire to execute this Termination to formally terminate the Easement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Easement. The Parties hereby execute this Termination in order to terminate the Easement and to remove the benefits and burdens thereof from the Property, upon recordation of this Termination (the “**Termination Date**”). On the Termination Date, all conditions, requirements, responsibilities, and/or liabilities established by the Easement shall cease and their terms shall become null, void, and unenforceable in all respects.

2. Recitals; Counterparts. All recitals and exhibits are incorporated herein by reference and shall be considered material parts of this document. This Termination may be executed in counterparts, each of which shall constitute one original and all of which together shall constitute one and the same document.

[Signatures on following page.]

**SIGNATURE PAGE
TO
TERMINATION OF RESERVED UTILITY EASEMENT**

IN WITNESS WHEREOF, the Parties have executed this Termination as of the day and year first above written.

GRANTOR: SMOKEY POINT COMMERCIAL LLC,
a Washington limited liability company

By: _____
Steve Malsam, its Manager

GRANTEE: CITY OF MARYSVILLE,
a municipal corporation of the State of Washington

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON

COUNTY OF _____

SS.

I certify that I know or have satisfactory evidence that **Steve Malsam** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager of **Smokey Point Commercial LLC**, a Washington limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2017.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of **City of Marysville**, a municipal corporation of the State of Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2017.

(Signature of Notary)

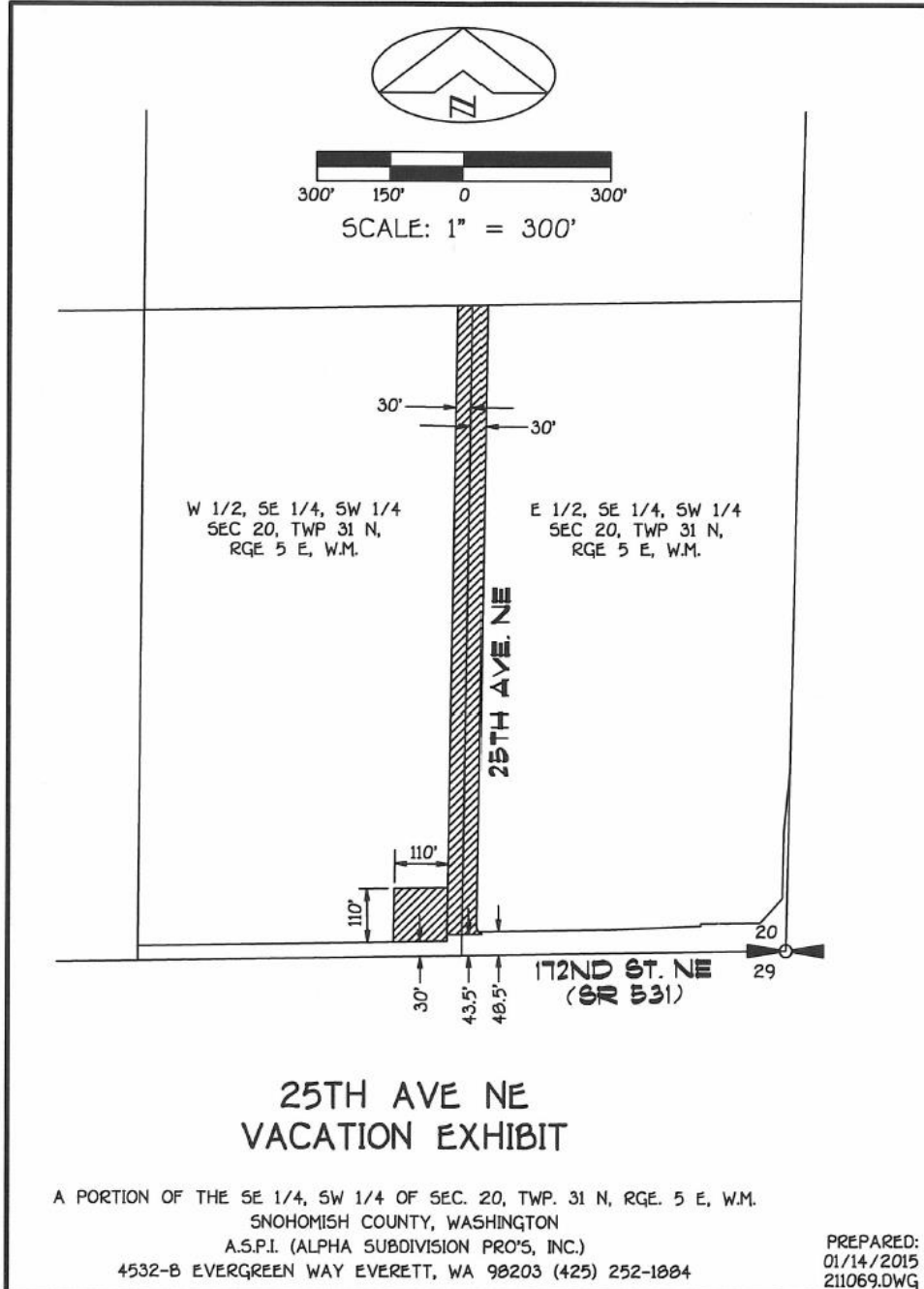
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

EXHIBIT A

Depiction



Legal Description of the Property

THE EAST 30.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
EXCEPT THE SOUTH 30.00 FEET THEREOF.

TOGETHER WITH THE WEST 30.00 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
EXCEPT THE SOUTH 40.00 FEET THEREOF.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT OF LAND:
COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20;
THENCE SOUTH $89^{\circ}03'37''$ WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 356.18 FEET;
THENCE NORTH $00^{\circ}56'23''$ WEST 40.00 FEET TO THE NORTH LINE OF A TRACT OF LAND CONVEYED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 200101290045, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH $89^{\circ}03'37''$ WEST ALONG SAID NORTH LINE 253.14 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $91^{\circ}44'11''$ AN ARC DISTANCE OF 32.02 FEET TO A POINT ON THE EAST RIGHT OF WAY OF 25TH AVENUE NE;
THENCE SOUTH $00^{\circ}47'48''$ WEST ALONG SAID EAST RIGHT OF WAY 20.62 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 40.00 FEET OF SAID SOUTHWEST QUARTER;
THENCE NORTH $89^{\circ}03'37''$ EAST ALONG SAID NORTH LINE 20.62 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

200209130616



200209130616

09/13/2002 02:29 PM Snohomish County
P.0008 RECORDED

NO EXCISE TAX
REQUIRED

SEP 13 2002

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

Return Address
Snohomish County Property Manager
Administrative Annex
3000 Rockefeller Ave.
Everett, WA 98201
PDS Reference PFN 00-102848CP

Drainage Easement

Grantor(s) hereinafter referred to as Grantor:

1. WAKEFIELD PACIFIC, Inc
- 2.
- 3.

Grantee: **Snohomish County** hereinafter referred to as **County**, a Political Subdivision under the Laws of the State of Washington.

Legal description of property crossed or encumbered by easement.

Abbreviated:

SE Quarter SW Quarter, Sec. 20, T31N, 5E

(if applicable, insert lot, Block, Plat Name), and/or as described in Exhibit(s) " A " (typically Exhibit A).

Legal description of easement area as described in Exhibit(s) " B " (typically Exhibit B),

as located in SE qtr / SW qtr Sec. 20 Twp. 31 N., Rge 5 E., W.M.

Reference Number(s) of documents assigned, released, or modified.

Additional reference numbers on page(s) of document(s):

Assessor's Property Tax Parcel/Account Number(s) of property(s) crossed by the drainage easement: 31052000302900/31052000302500

Page 1

Grantor's Initials BM

This agreement is made by and between the Grantor and County and constitutes the entire agreement between the parties. The rights and obligations of the Grantor and County shall inure to the benefit of and be binding upon their respective heirs, successors and assigns. The Grantor agrees that this easement touches and concerns the land described in Exhibit(s) A (typically Exhibit A), and that this easement shall run with the land

The Grantor acknowledges the conveyance of a non-exclusive perpetual stormwater drainage easement with rights and privileges over, across, under and upon the lands of the Grantor in favor of the County as necessary to address water quantity and quality control, and drainage facility maintenance as related to the protection of real property, drainage infrastructure, and natural resources of the Grantor, downstream property owners, and the general public.

The Grantor in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, conveys and grants to the County, its agents, contractors, successors, and assigns, a non-exclusive perpetual easement for a stormwater drainage system together with the right, privilege and authority to construct, operate, maintain, repair, or rebuild an enclosed and/or open stormwater drainage system, or combinations thereof, with necessary appurtenances, across, over, under and upon the premises situated in Snohomish County, Washington described in Exhibit(s) B (typically Exhibit B)

The scope of this easement shall be adequate to provide for a stormwater drainage system and use of the easement shall be subject to the following conditions:

1. The County shall have the right of ingress and egress to the easement from adjacent lands of the Grantor for the purposes described above and to provide for trench stabilization during the construction, maintenance or repair of drainage control facilities. This agreement shall not provide the general public with the right of ingress and egress to the easement area.
2. The Grantor retains all rights to the easement area, PROVIDED that the Grantor's exercise of such rights do not interfere with the County's rights under this easement. The Grantor agrees not to interfere with the County's ability to use or maintain the drainage facilities. Interference includes, but is not limited

to, physically modifying the easement area such as altering topography; installing fences, structures, rockeries, walls or other like improvements; planting of difficult to restore landscaping; piling or storage of dirt, trash garbage, debris or other materials. The Grantor shall, upon receipt of written notice from the County, remove cited interferences from the easement area which prevent proper use of the drainage system. The County Department of Public Works may grant written permission to the Grantor to physically modify the easement area upon receipt of a written request.

3. The Grantor authorizes the County to cut and remove any vegetation or remove any physical interferences which, in the sole judgment of the County, constitutes an interference with, or obstruction or hazard to, the County's use of the easement. The Grantor holds the County, its officers, employees, and agents harmless from damage caused by the removal of vegetation or physical interferences from the easement.

4. The County when exercising its easement rights shall endeavor to notify Grantor of the intended activity and shall endeavor to restore the premises to a neat and proper order. Obstructions or interferences which in the County's opinion reduce the County's ability to maintain the easement area shall not be required to be restored.

5. The Grantor covenants that they are the owners of the property on which the easement is situated, they have the right to convey the easement interest in the property described in Exhibit(s) A (typically Exhibit A), and that title to the property is free and clear of any encumbrances which would interfere with the ability to grant the easement.

Granted this 14th day of December, 192000

Signature(s): Wakefield Pacific Inc
By: S. Mulsam, President

Printed Name(s): Steven J. Mulsam

Title of Authorized Representative(s):
(if signing on behalf of a corporation)
President

Additional Signatures (if needed):

Note: Signature(s) of Grantor(s) must be acknowledged by appropriate Notary Form.

Accepted and approved
For Snohomish County Executive and
Snohomish County by

[Signature] Date: July 24, 2002

Approved as to Form: [Signature] Date: 7/12/02

Attachments:

(Individual form)
STATE OF WASHINGTON
COUNTY OF _____) ss

On this _____ day of _____, 19____
before me the undersigned, a Notary Public in and for the State of Washington,
duly commissioned and sworn, personally appeared:

.....
to me known to be the individual(s) that executed the foregoing instrument, and
acknowledged that said instrument to be (his/her or their) free and voluntary act
and deed, for the uses and purposes therein mentioned, and on oath stated
that were authorized to execute the said instrument.

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

Signature:
Printed or Typed Name:

My appointment expires on

(Corporate form)
STATE OF WASHINGTON
COUNTY OF King) ss

On this 14th day of December, 2000
before me the undersigned, a Notary Public in and for the State of Washington,
duly commissioned and sworn, personally appeared
..... Steven J. Malsam and

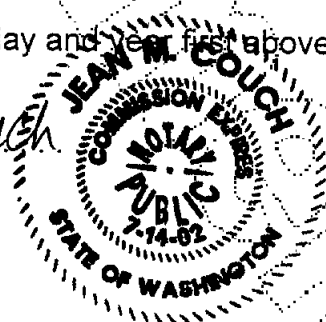
.....
to me known to be the (President) and of
..... Wakefield Pacific, Inc.

.....
the corporation that executed the foregoing instrument, and acknowledged the
said instrument to be the free and voluntary act and deed of said corporation,
for the uses and purposes therein mentioned, and on oath stated that he is ..
authorized to execute the said instrument and that the seal affixed is the
corporate seal of said corporation.

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

Signature: Jean M. Couch
Printed or Typed Name: JEAN M COUCH

My appointment expires on 7-14-02



200209130616

LEGAL DESCRIPTION

EXHIBIT A

ORDER NO 132845-1

PARCEL A:

A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20.

THENCE WEST ALONG THE SECTION LINE, 412.5 FEET TO THE TRUE POINT OF BEGINNING
THENCE NORTH PARALLEL TO THE WEST LINE OF SAID SECTION A DISTANCE OF 528 FEET,
THENCE WEST ON A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 247.5 FEET,
THENCE PARALLEL TO THE WEST LINE OF SAID SECTION TO THE SOUTH LINE OF SAID SECTION

THENCE EAST TO THE POINT OF BEGINNING

EXCEPT THE WEST 30 FEET THEREOF FOR ROAD

ALSO EXCEPT ANY PORTION LYING WITHIN 72ND STREET NORTHWEST.

PARCEL B

A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20

THENCE WEST ALONG THE SOUTH LINE OF SECTION 20, 165 FEET

THENCE NORTH OF THE WEST LINE OF THE EAST 165 FEET OF SAID SUBDIVISION 704 FEET TO THE TRUE POINT OF BEGINNING

THENCE CONTINUING NORTH ALONG SAID WEST LINE OF EAST 165 FEET OF SAID SUBDIVISION TO THE SOUTHEAST CORNER OF THAT CERTAIN PROPERTY SOLD ON CONTRACT TO ERNEST M. OLSEN AND HATTIE R. OLSEN, HIS WIFE, BY INSTRUMENT RECORDED UNDER RECORDING NO. 1889094

THENCE WEST ALONG THE SOUTH LINE OF SAID OLSEN TRACT TO THE SOUTHWEST CORNER OF SAID OLSEN TRACT

THENCE SOUTH ALONG THE WEST LINE OF SAID OLSEN TRACT PRODUCE SOUTHWARD TO A POINT WHICH IS 528 FEET NORTH OF THE SOUTH LINE OF SAID SECTION.

THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION TO INTERSECT A LINE WHICH IS PARALLEL TO AND 247.5 FEET WEST OF THE WEST LINE OF THE EAST 165 FEET OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER.

THENCE NORTH ALONG SAID LINE 176 FEET TO INTERSECT A LINE WHICH IS 704 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF SAID SECTION

THENCE EAST ALONG SAID LINE TO THE TRUE POINT OF BEGINNING

EXCEPT THE WEST 30 FEET THEREOF FOR ROAD

RECORDER'S NOTE:
PORTIONS OF THIS DOCUMENT
ARE POOR QUALITY FOR SCANNING.

200209130616

DRAINAGE EASEMENT

Exhibit B

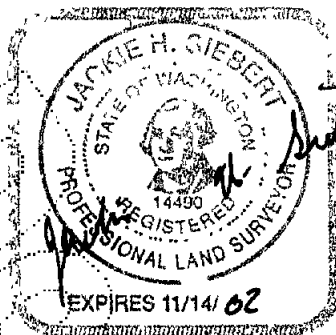
THAT PORTION OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W M IN SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 87°28'00" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20 A DISTANCE OF 569.07 FEET, THENCE NORTH 02°32'00" WEST 40.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTH RIGHT-OF-WAY OF 172ND STREET N E (SR-531), THENCE NORTH 00°47'46" WEST 208.46 FEET, THENCE NORTH 28°51'41" WEST 54.06 FEET, THENCE NORTH 01°00'37" WEST 82.39 FEET, THENCE NORTH 30°39'26" EAST 49.35 FEET, THENCE NORTH 00°47'46" WEST 169.56 FEET, THENCE SOUTH 88°49'59" WEST 61.17 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF 25TH AVENUE N E, THENCE SOUTH 00°47'46" EAST ALONG SAID RIGHT-OF-WAY 531.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 20 FEET, THENCE ALONG THE ARC OF SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 91°44'14" AN ARC DISTANCE OF 32.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF SAID 172ND STREET N E (SR-531), THENCE NORTH 87°28'00" EAST ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 40.57 FEET TO THE TRUE POINT OF BEGINNING

WRITTEN BY RS

CHECKED BY RS TS

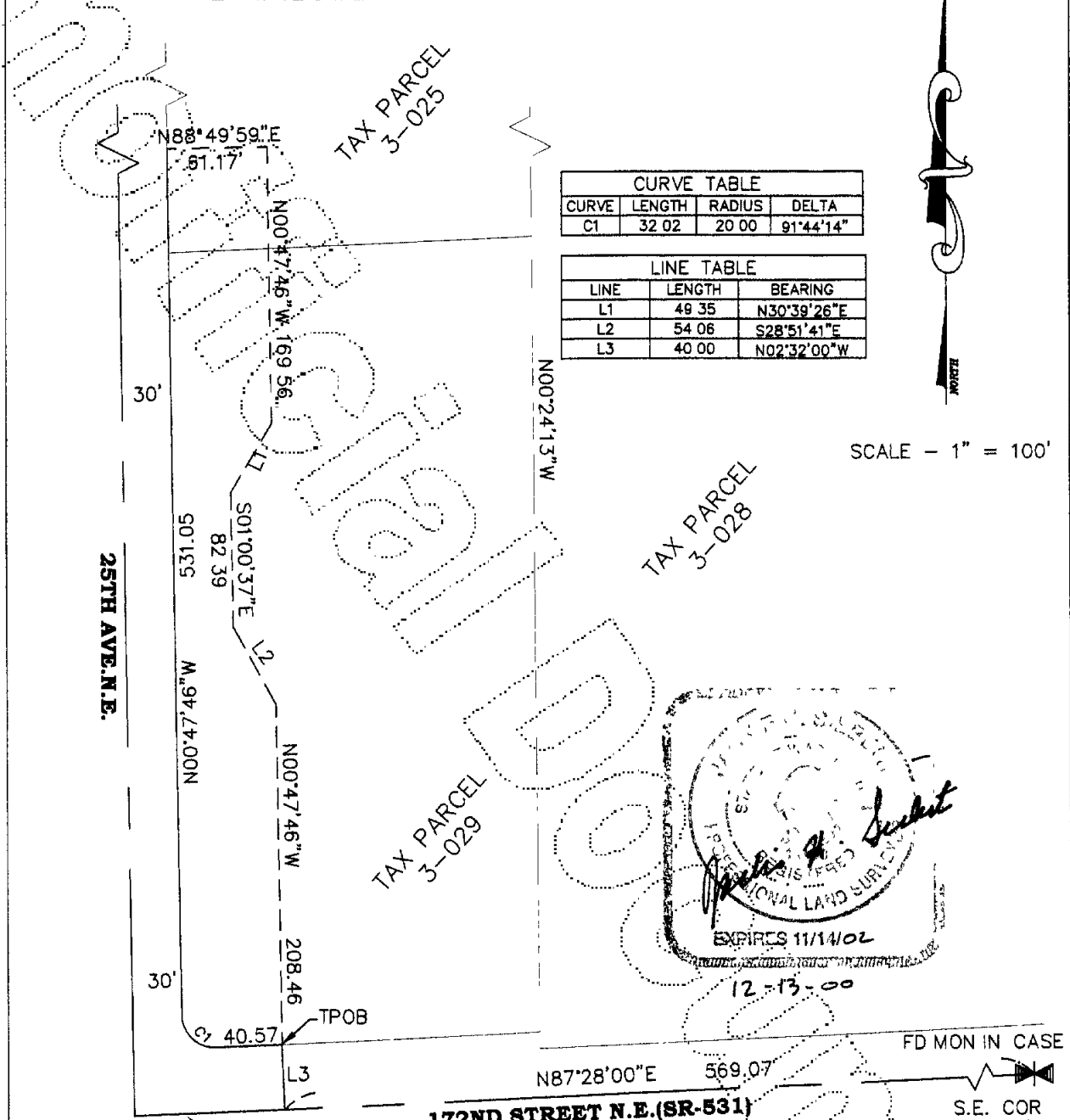
MAP CHECKED BY RS



1-29-02

200209130616

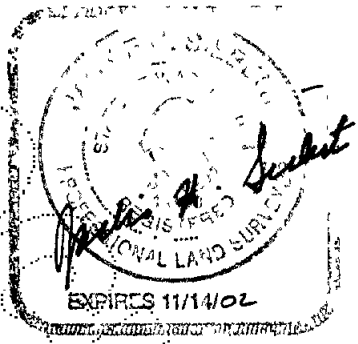
Exhibit B
DRAINAGE EASEMENT



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	32.02	20.00	91°44'14"

LINE TABLE		
LINE	LENGTH	BEARING
L1	49.35	N30°39'26"E
L2	54.06	S28°51'41"E
L3	40.00	N02°32'00"W

SCALE - 1" = 100'



**Tri-County
Land Surveying Company**

4610 200th St. S.W. Suite A
Lynnwood, Wa 98036 (425)776-2926 Fax: 776-2850

200209130616
Item 11 - 21

After Recording Return To:

Foster Pepper PLLC
1111 Third Avenue, Suite 3000
Seattle, WA 98101
Attention: Michael Kuntz

TERMINATION OF EASEMENT

Grantor:	SMOKEY POINT COMMERCIAL LLC, a Washington limited liability company
Grantee:	CITY OF MARYSVILLE, a municipal corporation of the State of Washington
Abbr. Legal Description	SE ¼, SW ¼ , Sec 20, TWP 31N, Range 5E, Snohomish County, Washington. Complete legal description attached as <u>Exhibit A</u> .
Assessor's Property Tax Parcel Account Number(s):	31052000302900; 31052000302500
Related Documents:	200209130616

TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT (this “**Termination**”) is entered into this ___ day of _____, 2017 (“**Effective Date**”), between SMOKEY POINT COMMERCIAL LLC, a Washington limited liability company (“**Grantor**”) and CITY OF MARYSVILLE, a municipal corporation of the State of Washington (“**Grantee**”). Grantor and Grantee are sometimes referred to collectively herein as the “Parties” or individually as a “Party.”

RECITALS

A. Grantor is the owner of that certain real property located in the City of Marysville, Snohomish County, Washington, legally described on Exhibit A attached hereto (the “**Property**”).

B. Grantor’s predecessor in interest, Wakefield Pacific, Inc., a Washington corporation, granted to SNOHOMISH COUNTY, a political subdivision under the laws of the State of Washington (the “**County**”), an easement affecting a portion of the Property, pursuant to that certain Drainage Easement recorded on September 13, 2002 under Snohomish County Recording Number 200209130616 (“**Easement Agreement**”).

C. The Easement Agreement granted certain drainage easement rights to the County, as more particularly described therein (the “**Easement**”).

D. As a result of a subsequent water control and drainage plan approved by Grantee and installed by Grantor in connection with Grantor’s development of the Property, the Easement is no longer necessary.

E. The Property was annexed into the City of Marysville in 2005, and thus Grantee is the successor in interest to the County with respect to the Easement.

F. The Parties now desire to execute this Termination to formally terminate the Easement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Termination of Easement. The Parties hereby execute this Termination in order to terminate the Easement and to remove the benefits and burdens thereof from the Property, upon recordation of this Termination (the “**Termination Date**”). On the Termination Date, all conditions, requirements, responsibilities, and/or liabilities established by the Easement shall cease and their terms shall become null, void, and unenforceable in all respects.

2. Recitals; Counterparts. All recitals and exhibits are incorporated herein by reference and shall be considered material parts of this document. This Termination may be executed in counterparts, each of which shall constitute one original and all of which together shall constitute one and the same document.

[Remainder of page intentionally left blank; signatures follow.]

**SIGNATURE PAGE
TO
TERMINATION OF EASEMENT**

IN WITNESS WHEREOF, the Parties have executed this Termination as of the day and year first above written.

GRANTOR: SMOKEY POINT COMMERCIAL LLC,
a Washington limited liability company

By: _____
Steve Malsam, its Manager

GRANTEE: CITY OF MARYSVILLE,
a municipal corporation of the State of Washington

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON

COUNTY OF _____

SS.

I certify that I know or have satisfactory evidence that **Steve Malsam** is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager of **Smokey Point Commercial LLC**, a Washington limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2017.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of **City of Marysville**, a municipal corporation of the State of Washington, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2017.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at _____

My appointment expires _____

EXHIBIT A

Legal Description of the Property

PARCEL F

A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 20;

THENCE WEST ALONG THE SECTION LINE A DISTANCE OF 412.5 FEET TO THE TRUE POINT OF

BEGINNING;

THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION A DISTANCE OF 528 FEET;

THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 247.5 FEET;

THENCE PARALLEL WITH THE WEST LINE OF SAID SECTION TO THE SOUTH LINE OF SAID SECTION;

THENCE EAST TO THE POINT OF BEGINNING;

EXCEPT THE WEST 30 FEET THEREOF FOR ROAD;

ALSO EXCEPT THAT PORTION LYING WITHIN 172ND STREET NORTHEAST RUNNING ALONG THE SOUTH LINE OF SAID PROPERTY;

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR THE WIDENING OF 172ND STREET NORTHEAST BY DEED RECORDED JANUARY 29, 2001 UNDER RECORDING NO. 200101290045;

ALSO EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED SEPTEMBER 16, 2008 UNDER RECORDING NO. 200809160728, IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL G

PARCEL G, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 14-005 RECORDED SEPTEMBER 12, 2014 UNDER SNOHOMISH COUNTY RECORDING NO. 201409125001, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.