

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: October 14, 2019

AGENDA ITEM:	
Property Acquisition- Washington Cascades Management LLC	
PREPARED BY:	DIRECTOR APPROVAL:
Burton Eggertsen	
DEPARTMENT:	
Legal/Public Works	
ATTACHMENTS:	
Proposed Settlement Agreement	
BUDGET CODE:	AMOUNT:
	\$85,665.00
SUMMARY:	

A project widening State Avenue between 100th and 116th is underway and the City has been contacting property owners regarding right-of-way acquisitions that are necessary to complete the project.

The City has negotiated a proposed settlement agreement with one of the property owners, Washington Cascades Management, LLC (WCM), whereby the City will acquire a portion of WCM's property along with easement interests in exchange for \$85,665.00. A settlement agreement has been prepared, and it has been executed by WCM.

RECOMMENDED ACTION: Staff recommends Council consider approving the purchase of the property and easement interests from Washington Cascades Management and authorizing the Mayor to sign the Settlement Agreement.

PROPOSED MOTION: I move to authorize the Mayor to execute the Settlement Agreement with Washington Cascades Management, LLC.



PUBLIC WORKS DEPARTMENT

SETTLEMENT AGREEMENT

RE: Project: State Avenue Corridor Widening Project (100th St NE to 116th NE)
Tax Parcel No.: 30051600202500 & 30051600104400
Owner: Washington Cascades Management, LLC

THIS AGREEMENT is made and entered into by and between the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as the "City," and WASHINGTON CASCADES MANAGEMENT, LLC, hereinafter referred to as "Owner":

WITNESSETH:

Owner agrees to convey the property described in **EXHIBIT A** to the City, free and clear of all encumbrances and defects, except those acceptable to the City, as depicted on the Right-of-Way Exhibit Map attached hereto as **EXHIBIT B**, together with the Statutory Warranty-Deed, Temporary Construction Easement, and Reciprocal Access Agreement attached hereto as **EXHIBIT C**, all for and in consideration of the compensation stated below:

TOTAL MONETARY COMPENSATION: \$85,665.00

Any additional conditions are stated in **EXHIBIT D** attached hereto and incorporated herein by this reference.

Owner agrees to sign and/or deliver to City the following documents:


- Statutory Warranty Deed
- Temporary Construction Easement
- Reciprocal Access Easement Agreement
- W-9

The Owner acknowledges that this agreement does not bind the CITY OF MARYSVILLE until the City Council approves this Settlement Agreement and the Mayor executes the agreement. Closing of this transaction and payment of the monetary compensation shall occur within forty-five (45) days after mutual acceptance of this Settlement Agreement or within forty-five (45) days after mortgage and lien subordinations have been secured and title has been cleared of any encumbrances or defects, whichever occurs later. Closing shall be performed by First American Title, 2707 Colby Avenue, Suite 601, Everett, WA 98201 425-258-4104. Costs of excise tax, title insurance if City elects to purchase title insurance, escrow fees, recording, partial releases and subordinations shall be paid by City; PROVIDED, ANY REDUCTION TO PRINCIPAL OR OTHER PAYMENTS ON THE LOAN REQUIRED BY MORTGAGEES OR LIEN HOLDERS IN CONSIDERATION FOR RELEASES OR SUBORDINATIONS SHALL BE PAID BY OWNER BY A DEDUCTION FROM OWNER'S MONETARY COMPENSATION UNDER THIS AGREEMENT.

CITY OF MARYSVILLE

WASHINGTON CASCADES MANAGEMENT, LLC

By _____ Date
JON NEHRING, Mayor

By:  9.18.19
SETH SIMPSON Date
Its: OWNER

Mail payment to: 1031 NE 188th St
SHORELINE, WA 98155
Phone number: 206-790-7036

EXHIBIT D

ADDITIONAL CONDITIONS

Tax Parcel No. 30051600202500 & 30051600104400

CITY OF MARYSVILLE

WASHINGTON CASCADES MANAGEMENT, LLC

By _____ Date
JON NEHRING, Mayor

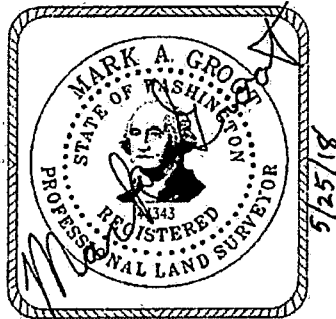
By:  _____ Date 9/18/19
 Its: owner

RIGHT-OF-WAY ACQUISITION
WASHINGTON CASCADES MANAGEMENT LLC
TAX PARCEL IDENTIFICATION NO. 30051600202500
PROJECT PARCEL NO. 17-010

THAT PORTION OF LOT 3, SNOHOMISH COUNTY SHORT PLAT NO. SP 206-(8-75), RECORDED NOVEMBER 25, 1975 UNDER SNOHOMISH COUNTY RECORDING NO. 2415057, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SAID LOT BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3;
THENCE SOUTH 87°38'45" EAST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 11.01 FEET;
THENCE SOUTH 00°06'52" WEST 127.85 FEET;
THENCE SOUTH 89°56'00" EAST 5.00 FEET;
THENCE SOUTH 00°08'18" WEST 13.50 FEET;
THENCE NORTH 89°55'54" WEST 5.00 FEET;
THENCE SOUTH 00°01'42" WEST 42.96 FEET;
THENCE SOUTH 00°28'00" EAST 68.67 FEET;
THENCE SOUTH 89°55'50" EAST 5.00 FEET;
THENCE SOUTH 00°30'08" EAST 2.45 FEET TO THE SOUTH LINE OF SAID LOT 3;
THENCE NORTH 87°38'45" WEST ALONG SAID SOUTH LINE A DISTANCE OF 16.22 FEET TO THE EASTERLY RIGHT-OF-WAY MARGIN OF STATE AVENUE (OLD PACIFIC HIGHWAY) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 86°28'33" EAST 1011.82 FEET DISTANT;
THENCE NORTH ALONG SAID CURVE AND SAID MARGIN THROUGH A CENTRAL ANGLE OF 04°05'13" AN ARC DISTANCE OF 72.17 FEET;
THENCE NORTH 00°33'46" EAST ALONG SAID MARGIN A DISTANCE OF 183.09 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 3,109 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.



90% SUBMITTAL

CONSTRUCTION NOTES

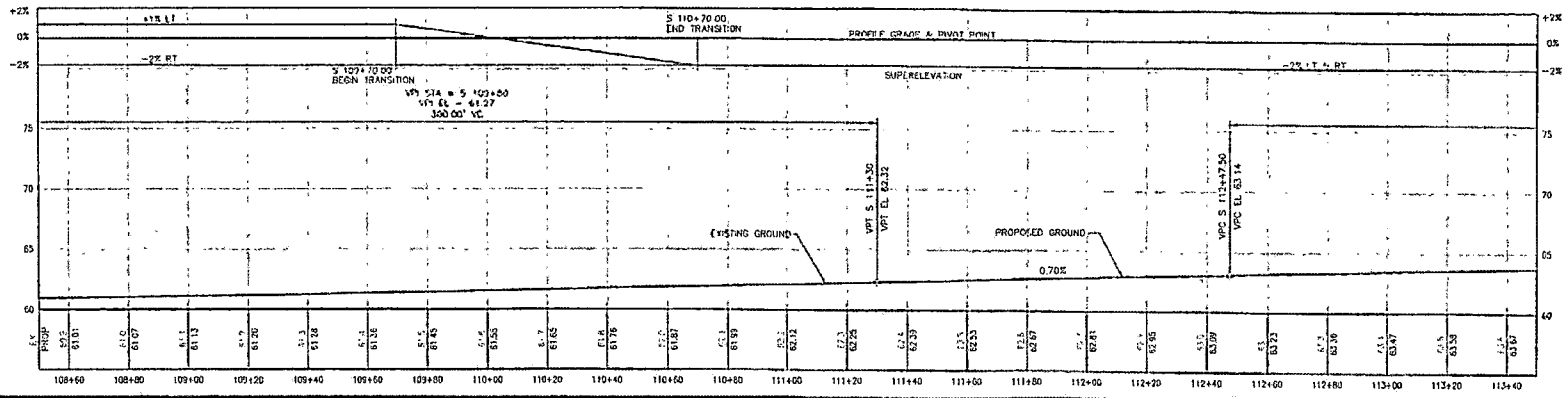
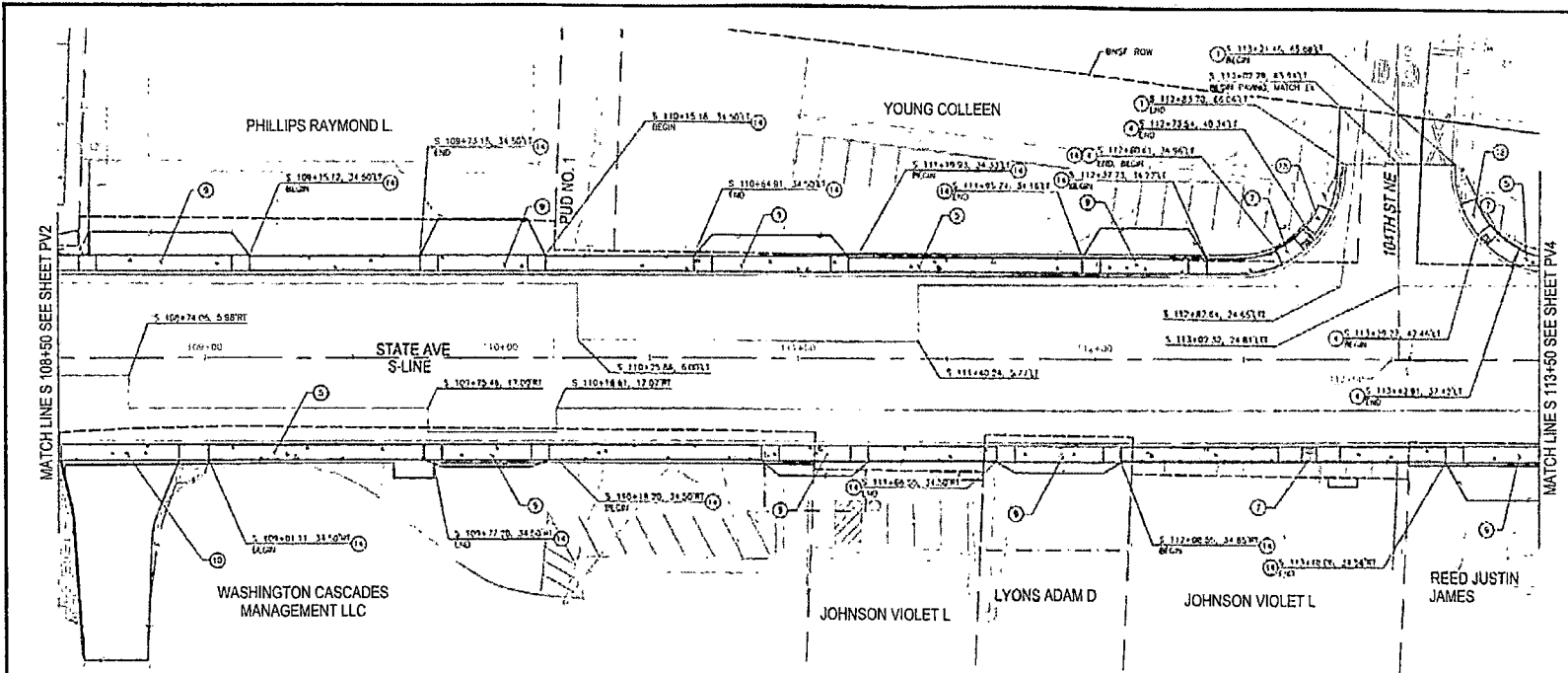
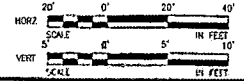
- ① CEMENT CONCRETE CURB AND CURB RAMP PER COW STD PLAN F-314-001.
- ② CEMENT CONC. TRAFFIC CURB PER WSDOT STD PLAN F-10-10-00.
- ③ CEMENT CONC. SIDEWALK WITH CURB WALL, SEE PVD SHEETS.
- ④ CEMENT CONC. PEDESTRIAN CURB PER WSDOT STD PLAN F-10-10-00.
- ⑤ CEMENT CONC. SIDEWALK PER COW STD PLAN 3-315-001.
- ⑥ BUS STOP FOUNDATION, SEE PVD SHEETS.
- ⑦ CEMENT CONC. CURB RAMP TYPE PARALLEL PER WSDOT STD PLAN F-40.12-03.
- ⑧ DETECTABLE WARNING SURFACE PER WSDOT STD PLAN F-45.10-02.
- ⑨ CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2 PER COW STD. PLAN 3-303-001B.
- ⑩ CEMENT CONC. DRIVEWAY ENTRANCE TYPE 2 WITH REVERSE SLOPE PER COW STD. PLAN 3-303-002.
- ⑪ BRIDGE, SEE BR SHEETS.
- ⑫ RETAINING WALL, SEE RW SHEETS.
- ⑬ BARRIER, SEE BR AND RW SHEETS.
- ⑭ CEMENT CONC. THICKENED EDGE SIDEWALK, SEE PVD SHEETS.
- ⑮ ADJUST MONUMENT TO GRADE PER COW STD PLAN 3-501-001.
- ⑯ QUARTRAIL, TYPE 31 & NON-FLARED TERMINAL, SEE WSDOT STD PLANS C-24.10-01 & C-22.45-03.
- ⑰ QUARTRAIL, TYPE 31, SEE WSDOT STD PLANS C-20.42-05, CASE 224-31.
- ⑱ ASPHALT RAMP.

GENERAL NOTES

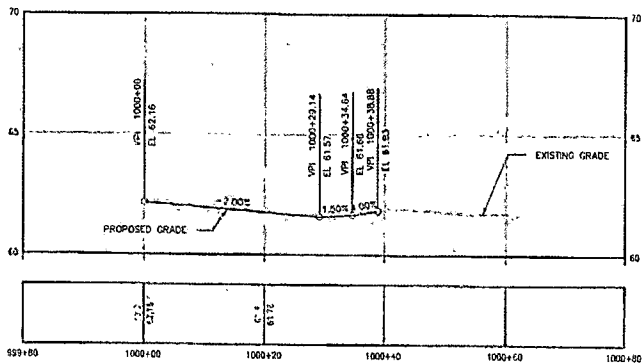
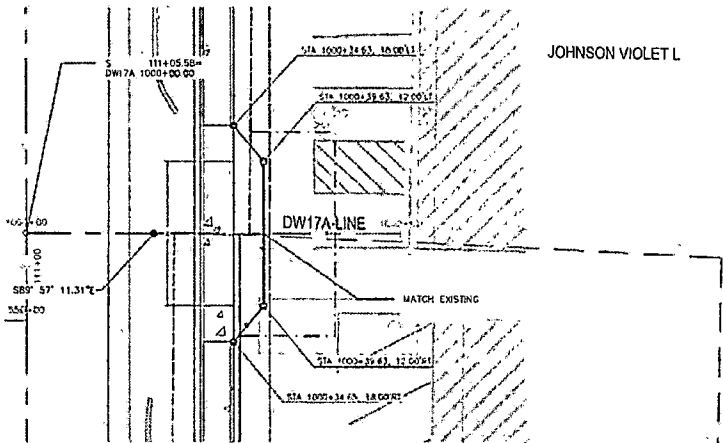
1. UNLESS OTHERWISE NOTED, DIMENSIONS ARE IN FEET.
2. REFER TO DW SHEETS FOR PAVING BEHIND SIDEWALK.
3. REFER TO RS SHEETS FOR PAVEMENT INFORMATION.
4. REFER TO CH SHEETS FOR CROSSWALK LOCATIONS AND SIGNING.
5. REFER TO IL SHEETS FOR ILLUMINATION.
6. SEE UTILITY SHEETS FOR JUNCTION BOX AND ELECTRICAL CONDUIT INSTALLATION.
7. RESTORATION AT BACK OF SIDEWALK IS APPROPRIATE CONSIDERATION TO MODIFY LIMITS TO THE INFO EXISTING FEATURES.

LEGEND

- CEMENT CONCRETE PAVEMENT
- HMA PAVEMENT - OVERLAY
- HMA PAVEMENT - FULL DEPTH
- LANDSCAPING
- FENCE REPLACEMENT, TO BE DETAILED ON LS SHEETS ON NEXT SUBMITTAL.
- C CUT
- F FILL
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- PROPERTY LINE

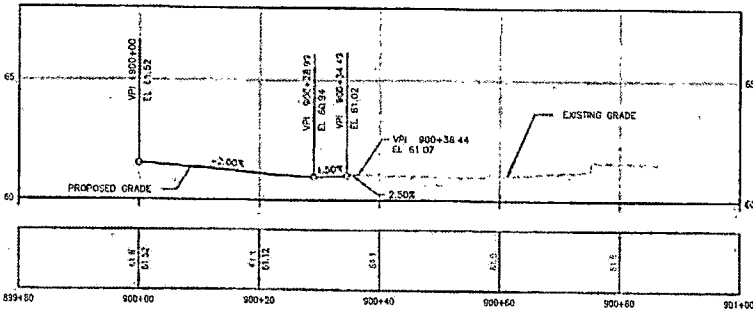
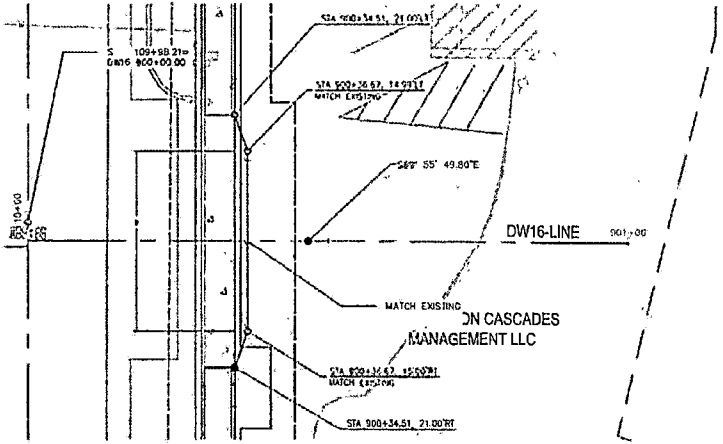


		NOT FOR CONSTRUCTION		DRAWN BY	DESIGNED BY	CHECKED BY	SCALE	DATE	CITY OF MARYSVILLE STATE AVENUE 100TH STREET NE TO 104TH STREET NE PAVING PLAN & PROFILES STA S 108+50 TO STA S 113+50	SHEET NAME
				JLF	BMG	SM	SCALE	9/7/18		PV3
								1/8" = 1' HORIZ 1/8" = 1' VERT AT FULL SIZE	22	200
				NO.	REVISION	BY	REVIEW	DATE		



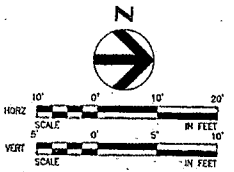
DW17A PROFILE

- GENERAL NOTES**
- UNLESS OTHERWISE NOTED, DIMENSIONS ARE IN FEET.
 - REFER TO PV SHEETS FOR ROADWAY PAVING DETAILS
 - REFER TO DWD SHEETS FOR COMMERCIAL DRIVEWAY PAVEMENT DETAILS
 - REFER TO RS SHEETS FOR PROPERTY SLOPE RESTORATION DETAILS BEHIND SIDEWALK.
 - REFER TO AL SHEETS FOR ROADWAY ALIGNMENT AND RIGHT-OF-WAY DETAILS.
 - CONTRACTOR TO ROUND DRIVEWAY TIE-IN POINT TO MATCH EXISTING GRADE.



DW16 PROFILE

- LEGEND**
- CEMENT CONCRETE PAVEMENT
 - HMA PAVEMENT - OVERLAY
 - HMA PAVEMENT - FULL DEPTH
 - LANDSCAPING
 - WETLAND RESTORATION
 - BUFFER RESTORATION
 - GRAVEL RESTORATION
 - FENCE REPLACEMENT, TO BE DETAILED ON LS SHEETS ON NEXT SUBMITTAL
 - CUT
 - FILL
 - EXISTING RIGHT-OF-WAY
 - PROPOSED RIGHT-OF-WAY
 - PROPERTY LINE



NOT FOR CONSTRUCTION



DRAWN BY	DESIGNED BY	CHECKED BY	SCALE	DATE
CW	KM	SM	SHOWN	9/7/18
NO.	REVISION	BY	REVIEW	DATE

LINE IS 1/8" INCH AT FULL SIZE

CITY OF MARYSVILLE
 STATE AVENUE
 100TH STREET NE TO 104TH STREET NE
 DRIVEWAY & PROPERTY PLANS
 AND PROFILE

SHEET NAME
 DW7
 40
 200

OWNERSHIP

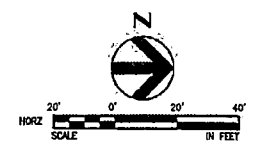
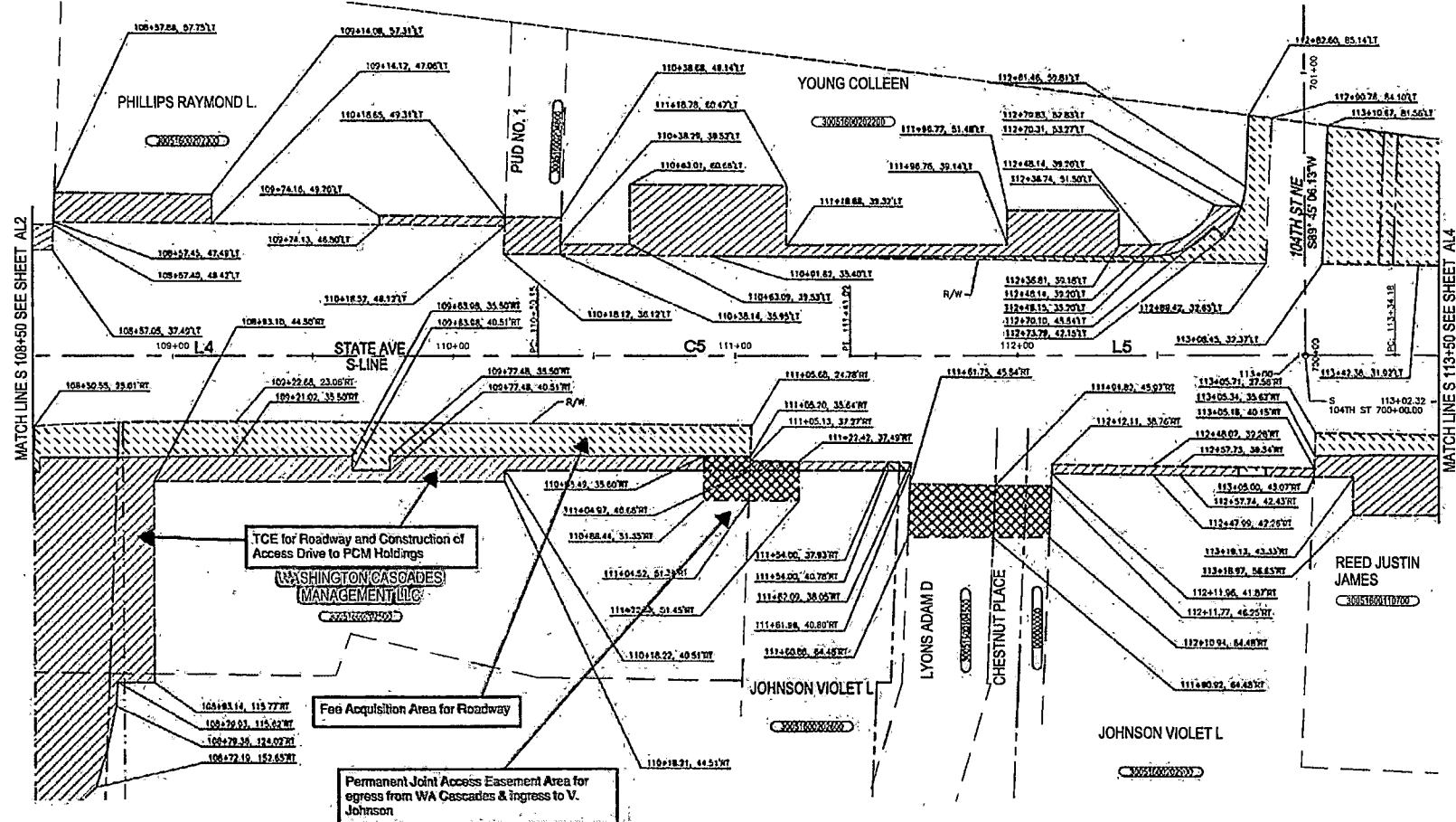
PARCEL NO.	NAME	TOTAL AREA	R/W ACQUISITION	PERM OR ACCESS E8MNT	TCE	REMAINDER
30051600202500	WASHINGTON CASCADES MANAGEMENT LLC	22216 S.F.	3108 S.F.	259 S.F.	6456 S.F.	18107 S.F.
30051600202300	PHILLIPS RAYMOND L	13504 S.F.	0 S.F.	0 S.F.	721 S.F.	13504 S.F.
30051600204600	PUD NO. 1	1742 S.F.	0 S.F.	0 S.F.	270 S.F.	1742 S.F.
30051600202200	YOUNG COLLEEN	16553 S.F.	840 S.F.	0 S.F.	2982 S.F.	15713 S.F.
30051600202600	JOHNSON VIOLET L	4782 S.F.	41 S.F.	247 S.F.	144 S.F.	4789 S.F.
30051600104300	LYONS ADAM D	8781 S.F.	0 S.F.	570 S.F.	0 S.F.	8781 S.F.
000000000	CHESTNUT PLACE	N/A	0 S.F.	360 S.F.	0 S.F.	N/A
30051600202900	JOHNSON VIOLET L	6334 S.F.	41 S.F.	0 S.F.	230 S.F.	6403 S.F.
30051600110700	REED JUSTIN JAMES	11781 S.F.	682 S.F.	0 S.F.	1163 S.F.	10678 S.F.

LEGEND

- C#** CURVE SEGMENT
- L#** LINE SEGMENT
- QUARTER CORNER
- SECTION CORNER
- RIGHT-OF-WAY ACQUISITION
- EASEMENT ACQUISITION
- TEMPORARY CONSTRUCTION EASEMENT
- ACCESS EASEMENT
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- PROPERTY LINE
- PROPOSED ROW
- PROPOSED EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- ACCESS EASEMENT

GENERAL NOTES

1. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET.
2. SEE SHEET ALO FOR ROADWAY CENTERLINE ALIGNMENT DATA TABLES SUMMARIZING CURVE AND LINE SEGMENT INFORMATION.
3. REFER TO DW SHEETS FOR PAVING BEHIND SIDEWALK AND PROPERTY RESTORATION.
4. REFER TO PV SHEETS FOR ROADWAY PAVING LIMITS.
5. REFER TO IL SHEETS FOR LUMINAIRE LOCATIONS.
6. REFER TO UT SHEETS FOR UTILITY LOCATIONS.



NOT FOR CONSTRUCTION



NO.	REVISION	BY	REVIEW	DATE

LINE IS 1 INCH
AT FULL SIZE
(IF NOT - SCALE ACCORDINGLY)

CITY OF MARYSVILLE
STATE AVENUE
100TH STREET NE TO 104TH STREET NE
ALIGNMENT AND ROW PLAN
STA S 108+50 TO STA S 113+50

SHEET NAME
AL03
13
200

90% SUBMITTAL
CONSTRUCTION NOTES

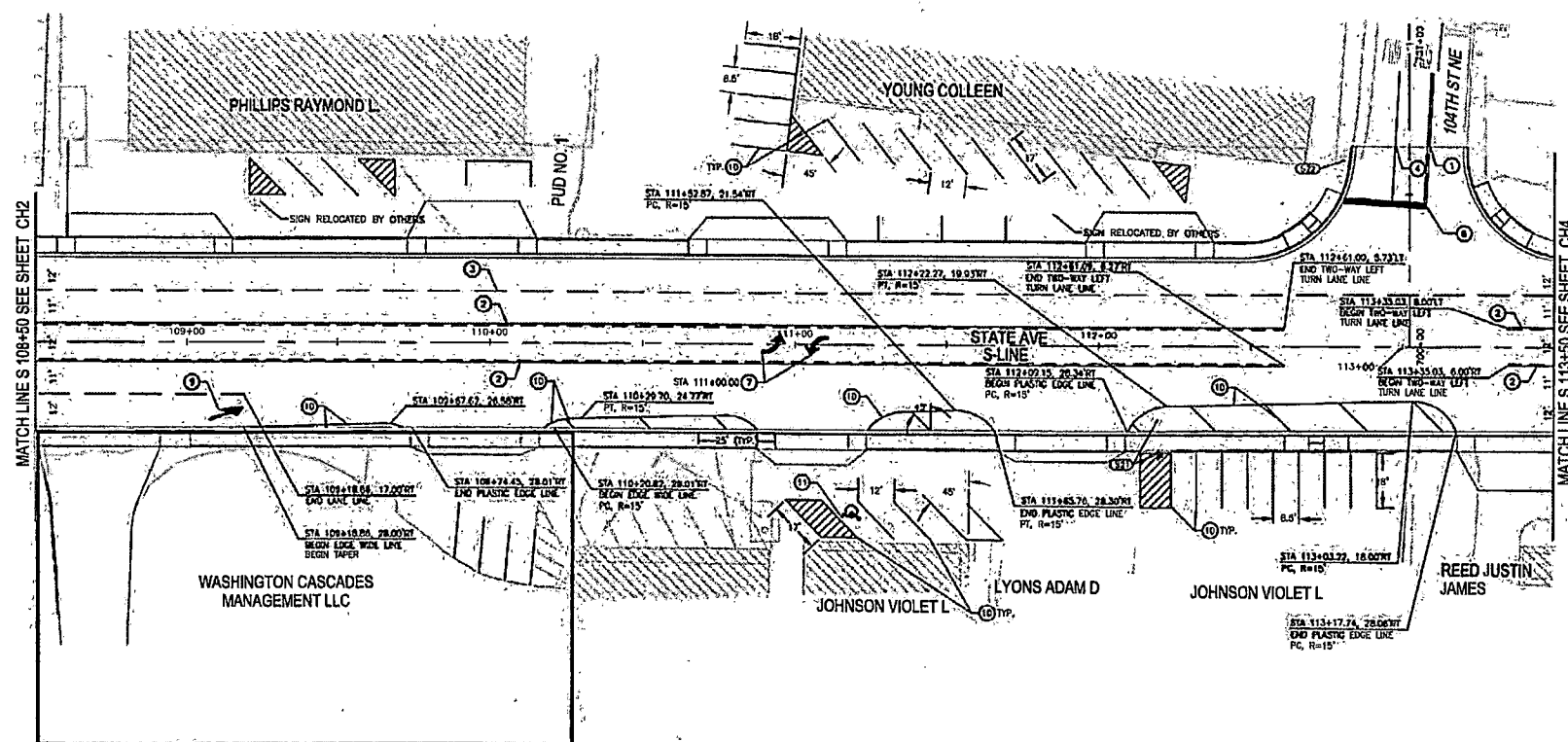
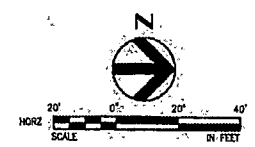
- ① DOUBLE NO PASS CENTER LINE, SEE SHEET CHD1.
- ② TWO-WAY LEFT TURN LANE LINE, SEE SHEET CHD1.
- ③ LANE LINE, SEE SHEET CHD1.
- ④ PLASTIC WIDE LINE, SEE SHEET CHD1.
- ⑤ CROSSWALK BAR, PER CITY OF MARYSVILLE STD. PLAN 3-406-001, INTERSECTION PAVEMENT MARKERS PLACEMENT.
- ⑥ STOP BAR, PER CITY OF MARYSVILLE STD. PLAN 3-406-001, INTERSECTION PAVEMENT MARKERS PLACEMENT.
- ⑦ PLASTIC TRAFFIC ARROW TYPE 25L (LEFT), PER WSDOT STD. PLAN M-24.40-02.
- ⑧ PRECAST DUAL FACED SLOPED MOUNTABLE CURB, PER WSDOT STD. PLAN F-10.64-03.
- ⑨ PLASTIC TRAFFIC ARROW TYPE 65L (LEFT), PER WSDOT STD. PLAN M-24.40-02.
- ⑩ PLASTIC EDGE LINE, SEE SHEET CHD1.
- ⑪ HANDICAPPED PARKING STALL SYMBOL, SEE SMOKEY MOUNTAIN CO. STD. PLAN 7-140.

GENERAL NOTES

1. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET
2. ALL REMOVED SIGNS SHALL REMAIN THE PROPERTY OF THE CITY OF MARYSVILLE UNLESS NOTED OTHERWISE.
3. ALL SIGN RELOCATIONS SHALL BE REMOVE AND REPLACE. SIGNS NOT NEEDING RELOCATED SHALL BE PROTECT IN PLACE.
4. THE CONTRACTOR SHALL INSTALL AND MAINTAIN TEMPORARY PAVEMENT MARKINGS IN ACCORDANCE WITH SECTION 8-2.3 OF THE WSDOT STANDARD SPECIFICATIONS AND AS SUPPLEMENTED IN THE SPECIAL PROVISIONS.
5. THE CONTRACTOR SHALL INSTALL A BLUE REFLECTIVE RAISED PAVEMENT MARKER, LOCATED 4" OFF CENTERLINE, AT ALL HYDRANT LOCATIONS.
6. ALL STRIPING IN THE ROADWAY IS TO BE PROFILED METHYL METHACRYLATE (MMA).

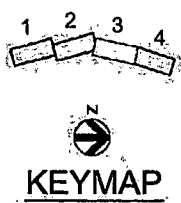
LEGEND

- SIGN
- TRAFFIC ARROW (TYPE 25L)
- DOUBLE NO PASS CENTER LINE
- TWO-WAY LEFT TURN LANE LINE
- LANE LINE
- WIDE LINE
- EDGE LINE
- CROSSWALK BAR
- STOP LINE
- TRAFFIC ARROW (TYPE 65L)
- HANDICAPPED PARKING STALL SYMBOL



SIGN TABLE				
POINT NO.	STATION*	OFFSET (FT)	DESCRIPTION	TYPE
821	112+19.22	35.24 RT	D3-1 - STREET NAME SIGN "103RD PL NE" "PRIVATE RD"	RELOCATE AND REPLACE
822	112+60.88	'81.22 LT	R1-1 + D3-1 + D3-1 - STOP SIGN + STREET NAME SIGN "SMOKEY POINT BLVD" + "STATE AVE NE" + "104TH ST NE"	REMOVE AND REPLACE

*STATION OFFSET INDICATE LOCATION OF NEW/PROPOSED SIGN LOCATIONS



		NOT FOR CONSTRUCTION		DRAWN BY	DESIGNED BY	CHECKED BY	SCALE	DATE	CITY OF MARYSVILLE STATE AVENUE 100TH STREET NE TO 104TH STREET NE CHANNELIZATION & SIGNING PLAN STA S 108+50 TO STA S 113+50	SHEET NAME CH3 137 XXX
				JLF	HDR	SM	SCALE	9/7/18		

AFTER RECORDING MAIL TO:

City of Marysville
Legal Department
1049 State Avenue
Marysville, WA 98270

TEMPORARY CONSTRUCTION EASEMENT

Grantor: **WASHINGTON CASCADES MANAGEMENT, LLC, a
Washington limited liability company**
Grantee: **CITY OF MARYSVILLE, a municipal corporation of the
State of Washington**
Abbreviated Legal: Ptn of SEC 16 TWP 30 RGE 05
Additional Legal on page: 4
Assessor's Tax Parcel No(s): Ptn of 30051600202500 & 30051600104400

In the matter of: State Ave Corridor Widening Project (100th St NE to 116th St NE)

KNOW ALL MEN BY THESE PRESENT, that the Grantor, **WASHINGTON CASCADES MANAGEMENT, LLC, a Washington limited liability company**, for and in consideration of the mutual benefits to the parties, do hereby grant to the Grantee, the **CITY OF MARYSVILLE**, a municipal corporation of the State of Washington, and its employees, contractors, agents, permittees and licensees, the right, permit, license and easement to use and occupy the hereinafter described lands, together with rights of ingress and egress, for the purposes of road widening and related intersection improvement construction on adjacent real property until the completion of the construction of the above referenced project, and for purposes of removing vegetation that interferes with Grantee's use of the temporary construction easement area, and for modification or reconstruction of driveways on the easement property to blend with new construction, and for any and all other purposes incidental to the construction of said project over, under, through, across, in and upon the hereinafter described lands in the County of Snohomish County, State of Washington.

As described in **EXHIBIT 1** attached hereto and incorporated herein by this reference.

It is further understood and agreed that the Grantee shall defend, indemnify, and save the Grantor(s) harmless from any and all claims and causes of action of every kind and description which may accrue to, or be suffered by any person, persons or property by reason of, arising out of, or resulting from the use and occupancy of said lands by the Grantee, its successors and assigns.

This easement, and all rights granted hereunder, shall terminate automatically and without notice upon completion of the construction of said project.

It is understood and agreed that upon completion of construction of said project, the CITY OF MARYSVILLE or its agents shall restore the easement area as near as reasonably possible to its condition prior to construction.

The covenants herein shall run with the land and shall be binding on the grantors, their heirs, successors and assigns for the term of this agreement.

DATED this 18th day of SEPTEMBER, 2019.

WASHINGTON CASCADES MANAGEMENT, LLC

By: 

Name: Seth Simpson

Title: owner

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this day, before me personally appeared SETH SIMPSON, to me known to be the OWNER of the corporation that executed the within and foregoing instrument, and acknowledged 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 or she was authorized to execute said instrument.

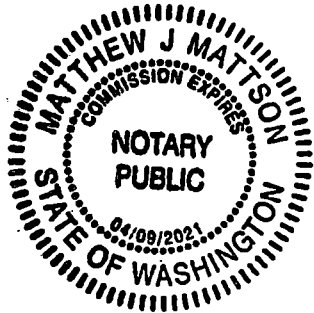
Dated this 18th day of SEPTEMBER, 2019

[Handwritten Signature]

(Notary Signature)

MATTHEW MATTSON

(Print Name)



NOTARY PUBLIC in and for the State of Washington
Residing at (city): KIRKLAND, WA
My commission expires: 04.09.21

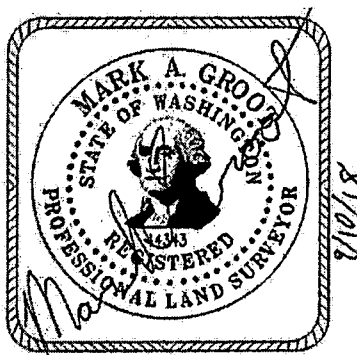
**TEMPORARY CONSTRUCTION EASEMENT
WASHINGTON CASCADES MANAGEMENT LLC
TAX PARCEL IDENTIFICATION NO. 30051600202500
AND 30051600104400
PROJECT PARCEL NO. 17-010**

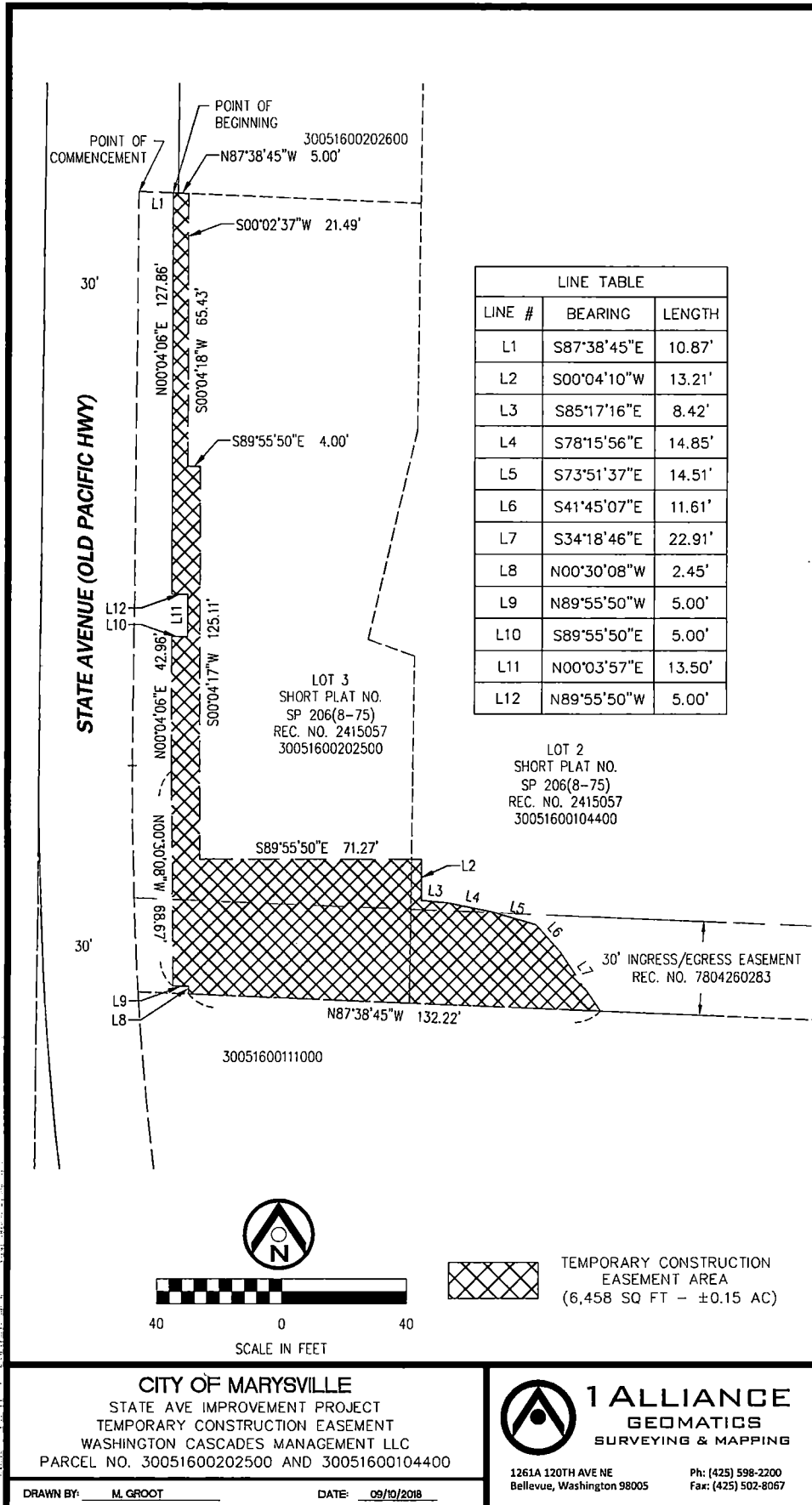
THAT PORTION OF LOT 3, SNOHOMISH COUNTY SHORT PLAT NO. SP 206-(8-75), RECORDED NOVEMBER 25, 1975 UNDER SNOHOMISH COUNTY RECORDING NO. 2415057, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SAID LOT 3 BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3;
THENCE SOUTH 87°38'45" EAST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 10.87 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 87°38'45" EAST 5.00;
THENCE SOUTH 00°02'37" WEST 21.49 FEET;
THENCE SOUTH 00°05'38" WEST 65.43 FEET;
THENCE SOUTH 89°55'50" EAST 4.00 FEET;
THENCE SOUTH 00°03'35" WEST 125.11 FEET;
THENCE SOUTH 89°55'50" EAST 71.27 FEET;
THENCE SOUTH 00°04'10" WEST 13.21 FEET;
THENCE SOUTH 85°17'16" EAST 8.42 FEET;
THENCE SOUTH 78°15'56" EAST 14.85 FEET;
THENCE SOUTH 73°51'37" EAST 14.51 FEET;
THENCE SOUTH 41°45'07" EAST 11.61 FEET;
THENCE NORTH 34°18'46" EAST 22.91 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2;
THENCE SOUTH 87°38'45" WEST ALONG THE SOUTH LINES OF SAID LOTS 2 AND 3, A DISTANCE OF 132.22 FEET; THENCE NORTH 00°30'08" WEST 2.45 FEET;
THENCE NORTH 89°55'50" WEST 5.00 FEET;
THENCE NORTH 00°28'00" WEST 68.67 FEET;
THENCE NORTH 00°01'39" EAST 42.96 FEET;
THENCE SOUTH 89°55'54" EAST 5.00 FEET;
THENCE NORTH 00°08'18" EAST 13.50 FEET;
THENCE SOUTH 89°55'50" EAST 5.00 FEET;
THENCE NORTH 00°06'52" EAST 127.85 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 6,458 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.





AFTER RECORDING MAIL TO:

City of Marysville
Legal Department
1049 State Avenue
Marysville, WA 98270

STATUTORY WARRANTY DEED

Grantor: **WASHINGTON CASCADES MANAGEMENT, LLC, a
Washington limited liability company**
Grantee: **CITY OF MARYSVILLE, a municipal corporation of the
State of Washington**
Abbreviated Legal: **Portion of SEC 16 TWP 30 RGE 05**
Additional Legal on page: **3**
Assessor's Tax Parcel No(s): **Portion of 30051600202500**

**THE GRANTOR(S) WASHINGTON CASCADES MANAGEMENT, LLC, a
Washington limited liability company** for and in consideration of **Ten Dollars and other
Good and Valuable Consideration**, in hand paid, conveys, and warrants to **CITY OF
MARYSVILLE, a municipal corporation of the State of Washington**, the following
described real estate, situated in the County of **Snohomish**, State of **Washington**.

See EXHIBIT A attached hereto.

SUBJECT TO: Easements, covenants, restrictions and reservations of record.

Also, the Grantor requests that the Assessor and Treasurer of Snohomish County, Washington, segregate the taxes and the assessed valuation as between the portion of property herein conveyed and the remainder thereof, and set over the lien of all unpaid taxes, if any, affecting the real estate herein conveyed to the portion of tax parcel 30051600202500 not conveyed hereby, as provided for by RCW 84.60.070.

DATED this 18th day of SEPTEMBER, 2019.

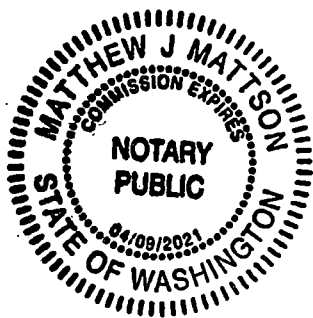
WASHINGTON CASCADES MANAGEMENT, LLC

By: [Signature]
Name: Seth Simpson
Title: owner

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this day, before me personally appeared SETH SIMPSON, to me known to be the OWNER of the corporation that executed the within and foregoing instrument, and acknowledged 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 or she was authorized to execute said instrument.

Dated this 18th day of SEPTEMBER, 2019



[Signature]
(Notary Signature)
MATTHEW MATTSON
(Print Name)

NOTARY PUBLIC in and for the State of Washington
Residing at (city): KIRKLAND, WA
My commission expires: 04.09.21

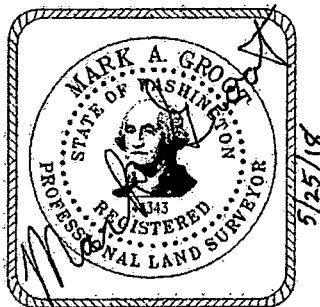
RIGHT-OF-WAY ACQUISITION
WASHINGTON CASCADES MANAGEMENT LLC
TAX PARCEL IDENTIFICATION NO. 30051600202500
PROJECT PARCEL NO. 17-010

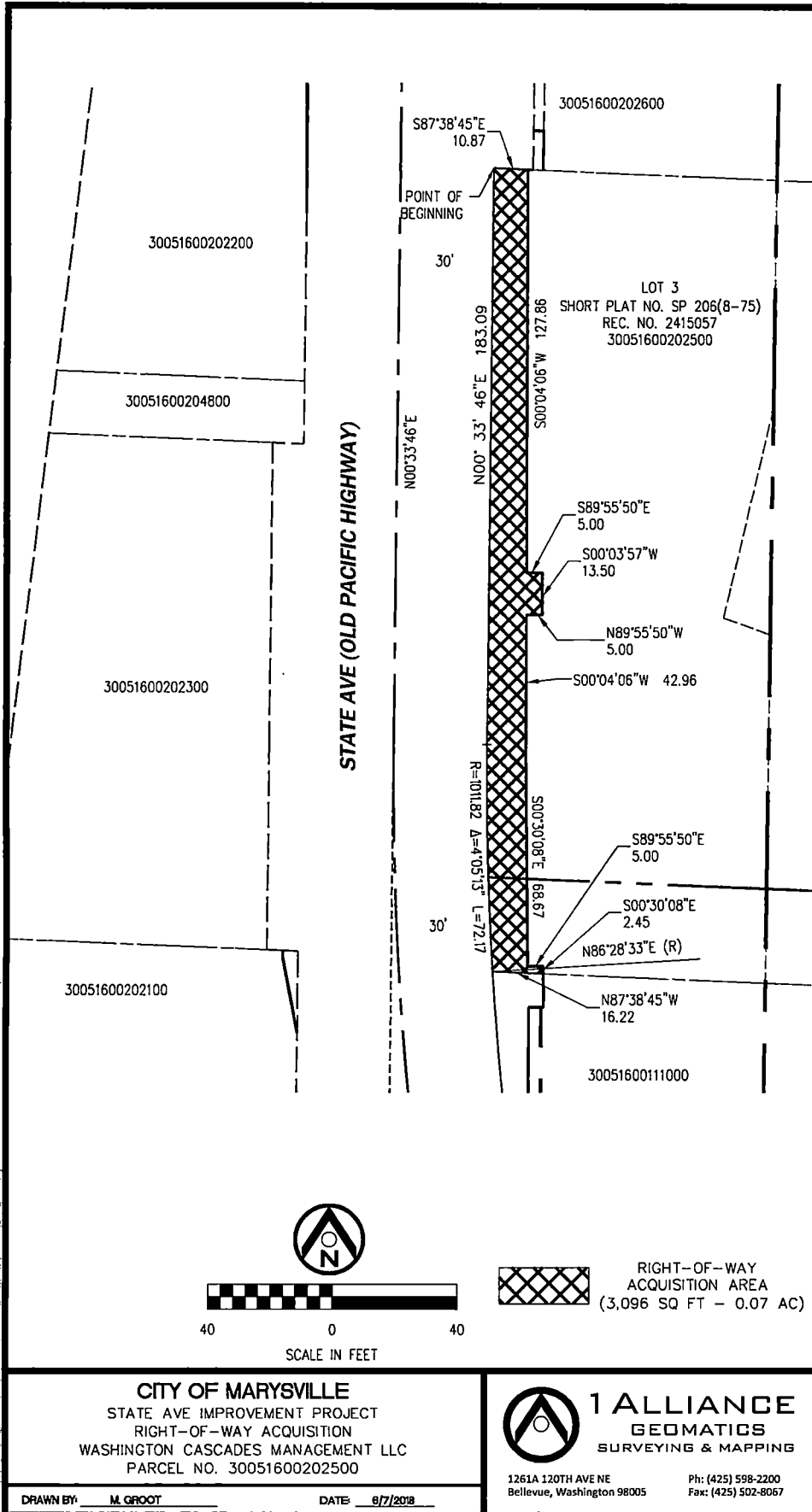
THAT PORTION OF LOT 3, SNOHOMISH COUNTY SHORT PLAT NO. SP 206-(8-75), RECORDED NOVEMBER 25, 1975 UNDER SNOHOMISH COUNTY RECORDING NO. 2415057, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SAID LOT BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3;
THENCE SOUTH 87°38'45" EAST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 11.01 FEET;
THENCE SOUTH 00°06'52" WEST 127.85 FEET;
THENCE SOUTH 89°56'00" EAST 5.00 FEET;
THENCE SOUTH 00°08'18" WEST 13.50 FEET;
THENCE NORTH 89°55'54" WEST 5.00 FEET;
THENCE SOUTH 00°01'42" WEST 42.96 FEET;
THENCE SOUTH 00°28'00" EAST 68.67 FEET;
THENCE SOUTH 89°55'50" EAST 5.00 FEET;
THENCE SOUTH 00°30'08" EAST 2.45 FEET TO THE SOUTH LINE OF SAID LOT 3;
THENCE NORTH 87°38'45" WEST ALONG SAID SOUTH LINE A DISTANCE OF 16.22 FEET TO THE EASTERLY RIGHT-OF-WAY MARGIN OF STATE AVENUE (OLD PACIFIC HIGHWAY) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS NORTH 86°28'33" EAST 1011.82 FEET DISTANT;
THENCE NORTH ALONG SAID CURVE AND SAID

MARGIN THROUGH A CENTRAL ANGLE OF 04°05'13" AN ARC DISTANCE OF 72.17 FEET;
THENCE NORTH 00°33'46" EAST ALONG SAID MARGIN A DISTANCE OF 183.09 FEET TO THE **POINT OF BEGINNING.**

CONTAINS 3,109 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.





AFTER RECORDING RETURN TO:

Document Title: **RECIPROCAL ACCESS EASEMENT AGREEMENT**

Grantors: 1. Dean G. Johnson
 2. Washington Cascades Management LLC

Grantees: 1. Dean G. Johnson
 2. Washington Cascades Management LLC

Abbreviated Legal Descriptions: 1. PTN OF SE ¼ NW ¼ SEC 16 TWP 30 N RGE 5 EWM
 2. PTN OF SW ¼ NE ¼, 16-30-5 AND PTN SE ¼ NW ¼
 16-30-5

Assessor's Tax/Parcel Numbers: 1. Ptn of 30051600202600
 2. Ptn of 30051600202500

Additional Legal Descriptions on pages 5-6

RECIPROCAL ACCESS EASEMENT AGREEMENT

This Reciprocal Access Easement Agreement ("Agreement") is made and entered into as of the date of the last signature below, by and between Dean G. Johnson, an individual ("Johnson"), and Washington Cascades Management LLC, a Washington limited liability company ("WCM").

RECITALS

WHEREAS, Johnson owns the parcel commonly known as 10321 Smokey Point Blvd, Marysville WA 98271 (TPN: 30051600202600) more specifically described in **Exhibit A**;

WHEREAS, WCM owns the parcel commonly known as 10305 State Avenue, Marysville WA 98271 (TPN 30051600202500) more specifically described in **Exhibit B**;

WHEREAS, Johnson and WCM each desire, for themselves and their invitees, an easement for ingress and egress over the other party's property, as described in **Exhibit C** and **Exhibit D**. The parties intend for this to be a reciprocal access easement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Easement. Johnson, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to WCM a perpetual non-exclusive reciprocal easement over and across that portion of Johnson's property as shown in **Exhibit C** for the purpose of ingress and egress of WCM and WCM's invitees. WCM, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to Johnson a perpetual non-exclusive reciprocal easement over and across that portion of WCM's property as shown in **Exhibit D** for the purpose of ingress and egress of Johnson and Johnson's invitees. These foregoing easements shall collectively be referred to as the "Easement". The Easement is granted subject to and conditioned upon the terms, conditions, and covenants contained in this Agreement.

2. Reservation of Rights and Use of Easement Area. Each party, their successors and assigns, is permitted the right to use their own respective property underlying the Easement in a manner that does not interfere with the other party's lawful use of the Easement.

3. Modification. Except as otherwise contained herein, this Agreement may be amended, altered, released, or revoked only by the written agreement of the parties hereto or their heirs, assigns, and successors-in-interest

4. Warranty. The parties covenant to each other that they are lawfully seized and possessed of their respective properties underlying the Easement, and that each has a good and lawful right and power to grant this Easement.

5. Runs with the Land; Successors and Assigns. The Easement and this Agreement and the rights and obligations contained herein shall run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

6. Governing Law; Attorney's Fees. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County. In any action brought by either party to enforce the obligations contained herein or to terminate this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees together with costs.

7. Severability. Any provision of this Agreement which proves to be invalid, void or illegal will in no way affect, impair or invalidate any other provision of this Agreement, and the remaining provisions will nevertheless remain in full force and effect.

8. No Waiver. Failure of either party at any time to require performance of any provision of this Agreement will not limit such party's right to enforce the provision, nor will any

waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

9. Subordination.

a. Johnson. At the time of execution of this Agreement and conveyance of the Easement, Johnson's Property is subject to that certain mortgage or deed of trust dated _____, which was recorded under Auditor's File No. _____ (the "Mortgage"). The beneficiary of the Mortgage has agreed by separate instrument *{substantially in the form of the instrument attached hereto as Exhibit E}*, which will be recorded concurrently with this Agreement, to subordinate its rights in Johnson's Property to the Easement and the rights granted to WCM in this Agreement, and to prevent any modification or extinguishment of this Agreement and/or the Easement by the exercise of any rights of the beneficiary under the Mortgage.

b. WCM. At the time of execution of this Agreement and conveyance of the Easement, WCM's property is subject to that certain mortgage or deed of trust dated _____, which was recorded under Auditor's File No. _____ (the "Mortgage"). The beneficiary of the Mortgage has agreed by separate instrument *{substantially in the form of the instrument attached hereto as Exhibit E}*, which will be recorded concurrently with this Agreement, to subordinate its rights in WCM's property to the Easement and the rights granted to Johnson in this Agreement, and to prevent any modification or extinguishment of this Agreement and/or the Easement by the exercise of any rights of the beneficiary under the Mortgage.


10. General. This Agreement (including the attached exhibits): (i) represents the entire understanding of the parties with respect to the subject matter covered; (ii) supersedes all prior and contemporaneous oral understandings with respect to such subject matter; (iii) the captions or headings provided in this Agreement are for convenience only and will not be deemed to be a part of this Agreement; (iv) the recitals are incorporated into and shall be considered a part of this Agreement; (v) the attached Exhibits are incorporated into and shall be considered a part of this Agreement; and (vi) by signing below, each individual signatory certifies that he/she is a person duly qualified and authorized to bind the respective parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

DEAN G. JOHNSON:

WASHINGTON CASCADES
MANAGEMENT LLC,
a Washington limited liability company:

Dean G. Johnson



By: Seth Simpson
Its: OWNER
Date: 9.18.19

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Dean G. Johnson is the person who appeared before me, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 20__

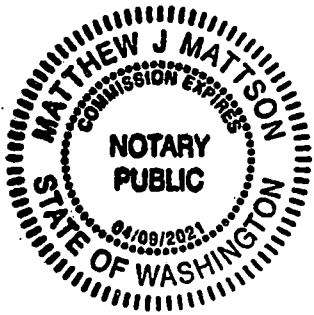
(Notary Signature)

(Print Name)

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

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Seth Simpson is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the OWNER of Washington Cascades Management LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated this 18th day of September, 2019

(Notary Signature)

MATTHEW MATTSON
(Print Name)

NOTARY PUBLIC in and for the State of WA
Residing at (city): KIRKLAND, WA
My commission expires: 04.09.21

EXHIBIT A
JOHNSON PARCEL

THE SOUTH 57.00 FEET OF THE NORTH 200.00 FEET OF THE SOUTHEAST QUARTER FO THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., AS MEASURED ALONG THE EAST LINE THEREOF LYING EAST OF THE COUNTY ROAD, IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF MARYSVILLE FOR PUBLIC RIGHT-OF-WAY BY DEED RECORDED FEBRUARY 07, 2005, UNDER RECORDING NO. 200502070169;

TOGETHER WITH ALL THAT PORTION OF LOT 2 OF SHORT PLAT NO. SP 206 (8-75) RECORDED NOVEMBER 25, 1975, UNDER RECORDING NUMBER 2415057, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 01°38'56" EAST ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 40.00 FEET;

THENCE NORTH 88°21'04" EAST A DISTANCE OF 22.00 FEET;

THENCE NORTH 01°38'56" WEST A DISTANCE OF 33.77 FEET TO THE NORTH LINE OF SAID LOT 2;

THENCE NORTH 75°50'55" WEST, A DISTANCE OF 22.86 FEET TO THE TRUE POINT OF BEGINNING, AS PER BOUNDARY LINE AGREEMENT RECORDED JULY 27, 2009, UNDER RECORDING NO. 200907275003 AND STATUTORY WARRANTY DEED RECORDED JULY 28, 2009 UNDER RECORDING NO. 200907280289

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT B

WCM PARCEL

LOTS 2 AND 3, SNOHOMISH COUNTY SHORT PLAT NO. 206 (8-75) RECORDED UNDER AUDITOR'S FILE NO. 2415057, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THAT PORTION OF SAID LOT 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 1°38'56" EAST ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 40.00 FEET;

THENCE NORTH 88°21'04" EAST A DISTANCE OF 22.00 FEET;

THENCE NORTH 1°38'56" WEST A DISTANCE OF 33.77 FEET TO THE NORTH LINE OF SAID LOT 2;

THENCE NORTH 75°50'55" WEST A DISTANCE OF 22.86 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Exhibit C

**PERMANENT EASEMENT
VIOLET L. JOHNSON
TAX PARCEL IDENTIFICATION NO. 30051600202600**

THAT PORTION OF THE SOUTH 57.00 FEET OF THE NORTH 200.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M. AS MEASURED ALONG THE EAST LINE, LYING EASTERLY OF STATE AVENUE (OLD PACIFIC HIGHWAY) EXCEPT THAT PORTION CONVEYED TO THE CITY OF MARYSVILLE FOR PUBLIC RIGHT-OF-WAY BY DEED RECORDED FEBRUARY 07, 2005 UNDER RECORDING NO. 200502070169, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL;

THENCE NORTH 00°33'46" EAST, ALONG THE EAST MARGIN OF STATE AVENUE (OLD PACIFIC HIGHWAY), 17.32 FEET;
THENCE NORTH 89°58'12" EAST 13.95 FEET;
THENCE SOUTH 00°00'52" WEST 17.91 FEET TO THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL;
THENCE NORTH 87°38'45" WEST, ALONG SAID SOUTH LINE, 14.13 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 247 SQUARE FEET, MORE OR LESS.



Exhibit D

PERMANENT EASEMENT
WASHINGTON CASCADES MANAGEMENT LLC
TAX PARCEL IDENTIFICATION NO. 30051600202500
PROJECT PARCEL NO. 17-010

THAT PORTION OF LOT 3, SNOHOMISH COUNTY SHORT PLAT NO. SP 206-(8-75), RECORDED NOVEMBER 25, 1975 UNDER SNOHOMISH COUNTY RECORDING NO. 2415057, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SAID LOT 3 BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3;
THENCE SOUTH 87°38'45" EAST ALONG THE NORTH LINE OF SAID LOT 3 A DISTANCE OF 10.87 FEET
TO THE **POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 87°38'45" EAST, ALONG SAID NORTH LINE, 15.76 FEET;
THENCE SOUTH 00°00'52" WEST 16.10 FEET;
THENCE NORTH 89°55'54" WEST 15.77 FEET;
THENCE NORTH 00°04'06" EAST 16.73 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 259 SQUARE FEET, MORE OR LESS.



EXHIBIT E
SUBORDINATION AGREEMENT

AFTER RECORDING RETURN TO:

Document Title: **SUBORDINATION AGREEMENT**

Grantor:

Grantee:

Abbreviated Legal Description:

Assessor's Tax/Parcel Numbers:

Additional Legal Description of on pages

Reference number(s) of related/assigned/released documents:

The undersigned subordinator agrees as follows:

1. _____ ("Subordinator") is the owner and holder of a mortgage dated _____, which was recorded under Auditor's File No. _____, records of Snohomish County, Washington;
2. _____ ("Easement Holder") is the intended holder of an access (ingress/egress) easement dated _____, 2018, signed by _____ ("Owner") and _____ ("Easement Holder") which will be recorded concurrently with this Subordination Agreement.

3. The Easement Holder will be granting the Owner an access easement concurrently with the easement described in Paragraph 2 (the parties are entering into a reciprocal access easement).

4. Owner is the owner of all the real property burdened by the access easement described and identified above in Paragraph 2.

5. The Subordinator does hereby unconditionally subordinate the mortgage identified above in Paragraph 1 to the access easement identified above in Paragraph 2.

6. In all other respects the mortgage shall remain unimpaired

7. The heirs, administrators, assigns and successors in interest of the Subordinator shall be bound by this agreement. Where the word mortgage appears herein it shall also be considered as deed of trust, and gender and number of pronouns considered to conform to undersigned.

Executed this _____ day of _____, 20__.

SUBORDINATOR: _____ (company name)

(signature)

By: _____

Its: _____

Date: _____