

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: 1/13/20**

<b>AGENDA ITEM:</b>	
Settlement Agreement to Purchase Right of Way for the State Avenue Widening Project	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Jon Walker	
<b>DEPARTMENT:</b>	
Legal	
<b>ATTACHMENTS:</b>	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
	\$77,800.00
<b>SUMMARY:</b>	

This acquisition of 2,195 SF for right of way and a temporary construction easement of 1,554 SF located at 10525 State Avenue, is necessary for the second phase of the State Avenue widening project. The cost is identical to the just compensation recommended by the City's appraisal and includes costs of relocating a sign. The owners have signed the settlement agreement.

**RECOMMENDED ACTION:** Staff recommends the Council consider approving the settlement agreement to acquire the land and temporary construction easement.

**RECOMMENDED MOTION:** I move to authorize the mayor to sign the settlement agreement with the owners of 10525 Smokey Point Boulevard in the amount of \$77,800.00

**SETTLEMENT AGREEMENT**

**Project:** State Avenue Corridor Widening Project (100th St NE to 116th NE)  
**Owner:** The Heirs and Devisees of Robert E. Welch, deceased, and Gary D. Ball, Trustee of the Gary D. Ball Revocable Living Trust dated April 13, 2001, as amended by that certain Second Amendment and Complete Restatement of the Gary D. Ball Revocable Living Trust dated August 17, 2018  
**Address:** 10525 Smokey Point Blvd., Marysville, WA 98270  
**TPN:** 00550300002400

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature below, by and between the CITY OF MARYSVILLE, a Washington State municipal corporation (the "City") and THE HEIRS AND DEVISEES OF ROBERT E. WELCH, DECEASED, and GARY D. BALL, TRUSTEE OF THE GARY D. BALL REVOCABLE LIVING TRUST DATED APRIL 13, 2001, AS AMENDED BY THAT CERTAIN SECOND AMENDMENT AND COMPLETE RESTATEMENT OF THE GARY D. BALL REVOCABLE LIVING TRUST DATED AUGUST 17, 2018, (collectively the "Owner").

Owner agrees to convey property and/or interest in property to the City as described in, and in the form of, the following documents:

**EXHIBIT 1 – Statutory Warranty Deed**

**EXHIBIT 2 – Temporary Construction Easement**

Owner agrees to sign and deliver to City additional documents necessary to complete the transaction:

**EXHIBIT 3 – W-9**

1. **TOTAL MONETARY COMPENSATION:** The total monetary compensation is **SEVENTY SEVEN THOUSAND EIGHT HUNDRED NO/100THS DOLLARS (\$77,800.00)**.
  
2. **CONDITION OF TITLE:** Title to the property is to be free of all encumbrances or defects, except those acceptable to City. Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way or other matters affecting title to the property that arise or appear of record or are revealed by survey or otherwise after the date of the title report, but before closing, shall be subject to City's acceptance. Title shall be conveyed free and clear of all monetary encumbrances. **MORTGAGEES OR LIEN HOLDERS MAY REQUIRE A REDUCTION TO PRINCIPAL OR OTHER PAYMENTS ON THE LOAN IN CONSIDERATION FOR RELEASES OR SUBORDINATIONS. ANY REQUIRED REDUCTION SHALL BE PAID BY OWNER BY A DEDUCTION FROM OWNER'S MONETARY COMPENSATION UNDER THIS AGREEMENT.**



3. **TITLE INSURANCE:** A preliminary commitment has been issued by FIRST AMERICAN TITLE INSURANCE COMPANY under order no. NCS-851936-18-WA1. The title policy shall be paid by City and shall contain no exceptions other than those provided in said standard form, plus encumbrances or defects acceptable to City.

4. **CLOSING OF SALE:** This sale shall be closed at the office of FIRST AMERICAN TITLE INSURANCE COMPANY, 2707 Colby Avenue, Everett, WA 98201, Closing Agent, or at such licensed and bonded escrow company as City selects, within sixty (60) days after mutual acceptance of this Settlement Agreement, or within sixty (60) days after mortgage and lien subordinations have been secured and title has been cleared of any encumbrances or defects, whichever occurs later. City and Owner will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the transaction in accordance with this agreement.

The date of closing shall be the date upon which all appropriate documents are recorded and the proceeds of the sale are available for disbursement to Owner.

5. **CLOSING COSTS AND PRORATES:** Real estate excise tax, escrow fees, recording, partial releases and subordination fees shall be paid by City. Any delinquent and outstanding property taxes shall be paid by Owner at or prior to closing.

6. **POSSESSION:** City shall be entitled to possession on the date of closing.

7. **CITY COUNCIL APPROVAL:** Owner acknowledges that this agreement does not bind the City until the City Council approves this Settlement Agreement and the Mayor executes the Agreement.

8. **ADDITIONAL CONDITIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MARYSVILLE

\_\_\_\_\_  
By: JON NEHRING, Mayor



DATED this 23 day of December, 20 19.

ESTATE OF ROBERT E. WELCH

Patricia Marshall  
By: PATRICIA MARSHALL, Personal Representative

Owner's Mailing Address 4636 S 254<sup>th</sup> St.  
Kent, WA 98031  
Owner's Email Address: None  
Owner's Phone Number: (253) 854-2335

DATED this 16 day of December, 2019.

GARY D. BALL REVOCABLE LIVING TRUST  
DATED APRIL 13, 2001

Gary D. Ball, Trustee  
By GARY D. BALL, Trustee

Owner's Mailing Address 1800 STOVALL ST.

Bullhead City, Az. 86442

Owner's Email Address: gdballventures@gmail.com

Owner's Phone Number: 435-501-2446