

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2020

AGENDA ITEM:	
Centennial Trail Expansion Project- Marysville School District Property	
PREPARED BY:	DIRECTOR APPROVAL:
Burton Eggertsen and Kyle Woods	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
A. Easement Agreement Package	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City intends to extend the Centennial Trail in the northern part of Marysville. As part of this project, the City is acquiring easements over private property on which to construct portions of the trail.

One of the properties over which the City intends to extend the Centennial Trail is owned by Marysville School District No. 25 (“MSD”). In exchange for receiving easement rights over MSD’s property (specifically, two recreational trail easements and three temporary construction easements), the City will construct drainage improvements to the entrance of the Marshall Elementary School. There is no monetary compensation for this transaction.

RECOMMENDED ACTION: Staff recommends Council consider approving the proposed agreement between the City and Marysville School District No. 25, whereby the City will construct drainage improvements to the entrance of the Marshall Elementary School in exchange for easements rights for the Centennial Trail Expansion Project.

PROPOSED MOTION: I move approve the proposed agreement between the City and Marysville School District No. 25, and to authorize the Mayor to execute all necessary documents to effectuate this transaction.

**CONVEYANCE
AGREEMENT**

Project: Centennial Trail Expansion Project
TPN: 30052400200500;30052400200700;30052300100100
Address: 8301 84TH AVE NE, MARYSVILLE, WA 98270
Owner: MARYSVILLE SCHOOL DISTRICT NO. 25

THIS CONVEYANCE 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 MARYSVILLE SCHOOL DISTRICT NO. 25, a municipal corporation of the State of Washington, (the "Owner").

WHEREAS, the City desires to construct a trail for community use and to use a portion of Owner's property for such purpose; and

WHEREAS, the City has proposed and Owner agrees to convey property and/or interest in property to the City as described in, and in the form of, the following documents, which shall collectively be referred to herein as the "Easements"):

EXHIBIT A - Recreational Trail Easement- TPN 30052400200700 and Real Estate Excise Tax Affidavit

EXHIBIT B - Recreational Trail Easement- TPN 30052400200500 and Real Estate Excise Tax Affidavit

EXHIBIT C - Temporary Construction Easement- TPN 30052400200700 and Real Estate Excise Tax Affidavit

EXHIBIT D - Temporary Construction Easement - TPN 30052400200500 and Real Estate Excise Tax Affidavit

EXHIBIT E - Temporary Construction Easement - TPN 30052300100100 and Real Estate Excise Tax Affidavit

WHEREAS, as consideration for Owner's conveyance of the Easements and in lieu of monetary compensation, the City agrees to provide the District with certain improvements at Marshall Elementary School as set forth herein.

1. TOTAL MONETARY COMPENSATION: There is no monetary compensation for the above-described easements. The Easements are being granted in exchange for the City constructing drainage improvements at entrance of Marshall Elementary School, as described in Section 7 of this Settlement Agreement.

2. CONDITION OF TITLE: The City shall accept the Easements with title to the underlying properties as-is. 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 recording of the Easements, shall be subject to City's acceptance.

3. EXECUTION AND RECORDING OF EASEMENTS: The District shall execute the Easements upon request of the City and the City shall record the Easements, subject to Section 8 below.

4. RECORDING COSTS: The City shall pay all costs to record the Easements, including any real estate excise tax and recording fees. Any delinquent and outstanding property

taxes shall be paid by Owner at or prior to recording of the Easements.

5. POSSESSION: City shall be entitled to utilize the Easement on the date of recording.

6. 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. City acknowledges that this Agreement does not bind the Owner until Owner's Board of Director's approves this Settlement Agreement and the Superintendent executes the Agreement.

7. ADDITIONAL CONDITIONS: This Settlement Agreement and Owner's agreement hereunder is expressly conditioned on the following:

- a. The City, at its sole cost and expense, shall install one type I catch basin with approximately 20' of 8" PVC pipe that drains to a ditch behind the sidewalk, located at the entrance to Owner's Marshall Elementary School (address 4407 116th Street NE, Marysville WA 98271). Approximately 100 square feet of sidewalk will be removed and replaced to accommodate the catch basin and pvc pipe. The City's work hereunder shall be subject to the following:
 - i. Prior to commencing work, the City shall provide Owner with complete design documents and the District shall have ten (10) days to provide the City with comments. Owner's review and provision of comments shall not, in any case, shift liability to the Owner for any of the City's work. The City shall coordinate any and all work with Owner in order to avoid interference at the Marshall Elementary School. Following the City's completion of the work, the City shall provide Owner with written notice of completion and Owner shall have five (5) days to review the City's work for compliance with the approved design documents. The City shall correct any identified deficiencies within a reasonable time period but shall commence such work within five (5) days of receipt of Owner's comments.
 - ii. The work shall be completed in the summer of 2021, with the commencement of work occurring after end of the 2020/2021 academic school year (scheduled to end on June 21, 2021, as adjusted for makeup/"snow" days), and completion of the work occurring before the beginning of the 2021/2022 academic school year (scheduled to begin on September 8, 2021).
 - iii. The City shall provide Owner with a two (2) year warranty for the City's work, whether from the City or the City's contractor, and shall be obligated to correct any defects or departure from the approved plans for which Owner provides written notice within that two year period.
 - iv. The City shall defend, indemnify, and hold Owner harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with Owner's work, PROVIDED, that in the event of the concurrent negligence of the Parties, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City. The indemnities herein

shall survive any actual or purported termination of this Settlement Agreement.

8. Expiration. The parties agree that the Easements will not be recorded until the City has obtained funding for the trail expansion project as contemplated herein. In the event that the City is required to record the Easements in order to obtain funding, then the City may record the Easements after providing notice to the Owner; however, in the event that the trail remains unconstructed over the Easements as of December 31, 2021, then the City agrees that it will execute and record any and all necessary easement release/extinguishment agreements, releasing the Easements granted by the Owner to the City as contemplated herein.

9. Miscellaneous

- a. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.
- b. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought and tried in the Superior Court of the State of Washington in Snohomish County.
- c. In the event any party defaults on the performance of any terms of this Agreement or any party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to an award of all its reasonable attorney fees, costs, and expenses.
- d. The laws of the State of Washington shall govern this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

DATED this ____ day of _____, 20

CITY OF MARYSVILLE

By _____
JON NEHRING, Mayor

AFTER RECORDING MAIL TO:

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

Document Title: **Recreational Trail Easement Agreement**
Grantor: MARYSVILLE SCHOOL DISTRICT NO. 25
Grantee: CITY OF MARYSVILLE
Abbreviated Legal: PTN OF SEC 24 TWP 30 RGE 05 NW QTR
Additional Legal on page: 6
Assessor’s Tax Parcel No(s): 30052400200500

RECREATIONAL TRAIL EASEMENT AGREEMENT

This Recreational Trail Easement Agreement (the “Agreement”) is made and entered into as of the date of the last signature below, by and between the Marysville School District No. 25, a municipal corporation of the State of Washington (the “Grantor”) and the City of Marysville, a municipal corporation of the State of Washington (the “Grantee”).

RECITALS

WHEREAS, the Grantor is the owner of certain property located in Snohomish County, Washington (TPN 30052400200500), the legal description of which is attached as **Exhibit A** and incorporated into this Agreement (the “Property”); and

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges over, under, through, across, in, and upon the Property.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Easement. The Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, a

perpetual non-exclusive easement over, under, through, across, in and upon that portion of the Property described in **Exhibit B** to construct, pave, alter, improve, repair, operate, maintain, and allow public use of a public recreational trail, and all appurtenances associated therewith (the “Easement”). The portion of the Property described in **Exhibit B** will be referred to as the “Easement Area”, a depiction of which is attached as **Exhibit C**. The Easement is granted subject to and conditioned upon the terms, conditions, and covenants contained in this Agreement.

2. Access. The Grantee will have the right of ingress and egress to and from the Easement Area across the Property for the purpose of constructing, reconstructing, repaving, repairing, renewing, maintaining altering, changing, patrolling, and operating the Easement and associated trail, and the right to bring heavy equipment and vehicles onto the Property and operate the same to accomplish these purposes.

3. Public Use. The Easement and associated trail is for public access and use, and such public use includes pedestrian, bicycle, and other non-motorized wheel-based activities.

4. Vegetation. The Grantee will have the right to cut and/or remove brush, trees, branches, and other vegetation in the Easement Area as required to construct and maintain the Easement and associated trail, or that interferes with the use and/or operation of the Easement and associated trail.

5. Landscaping. The Grantee will have the right to install landscaping within the Easement Area for enhancement of the Easement and associated trail, and to water, fertilize, and otherwise maintain and replant said landscaping.

6. Drainage. The Grantee will have the right to install drainage facilities within the Easement Area and to make cuts and fills as required. Grantee shall be required to provide appropriate stormwater management for the improvements in the Easement Area.

7. Rules; Signs. The Grantee will have the exclusive right to impose rules and regulations concerning the use of the Easement and associated trail and to erect signs and/or fencing for trail purposes within the Easement Area.

8. Restoration. Except for any permanent improvements or modifications to Grantor’s Property as contemplated by this Agreement, upon completion of Grantee’s construction activities, Grantee shall promptly restore any portion of the Grantor’s Property that is affected by Grantee’s activities as near as reasonably possible to its condition prior to construction.

9. Grantor’s Use of Easement Area. The Grantor will not use the Easement Area except in conformance with the rules and regulations established for trail use and shall not erect any buildings, structures, patios, or other construction of any nature on or in the Easement Area, provided that Grantor shall be entitled to cross the Easement Area to access adjacent lands of Grantor in a location or locations as deemed reasonably necessary by Grantor for purposes of connections between its property so long as such crossing does not damage the improved trail or obstruct trail usage.

10. Warranty. The Grantor covenants to the Grantee that Grantor is lawfully seized and possessed of the Property; has a good and lawful right and power to sell and convey the same and to grant the Easement; that the Easement Area is free and clear of all encumbrances; and that Grantor will forever warrant and defend title to the Easement and the quiet possession of it against the lawful claims and demands of all other persons whomsoever.

11. Indemnification. Grantee agrees to defend, indemnify, and hold the Grantor harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the exercise of Grantee's rights, including without limitation public use as set forth in Section 3 above, under this Agreement, PROVIDED, that in the event of the concurrent negligence of the Parties, Grantee's obligations hereunder shall apply only to the percentage of fault attributable to Grantee. Nothing contained herein is intended to limit either party's immunity under RCW 4.24.200 or RCW 4.24.210.

12. Runs with the Land; Successors and Assigns. The Easement 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.

13. Governing Law; Venue. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County.

14. 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.

15. 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.

16. 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 date of the last signature below.

[SIGNATURES ON FOLLOWING PAGE]

MARYSVILLE SCHOOL DISTRICT NO. 25:

By:

Date

Its:

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Attest/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, 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 Washington
Residing at (city): _____
My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

On this day, before me personally appeared _____, to me known to be the _____ of _____, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

PARCEL 1 OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. BLA 07-010, AS RECORDED UNDER AUDITOR'S FILE NO. 200903245001 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.,
SITUATE IN THE CITY OF MARYSVILLE, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT B

TRAIL EASEMENT LEGAL DESCRIPTION

30052400200500

A 20.00 foot wide easement for trail purposes over and across that portion of Parcel 1 of City of Marysville Boundary Line Adjustment No. BLA07-010, filed under Auditor's File Number 200903245001, Records of Snohomish County, Washington, located in the Northwest Quarter of Section 24, Township 30 North, Range 5 East, W.M., the centerline being described as follows:

Commencing at the southwest corner of Parcel 1 of said Boundary Line Adjustment; thence South 88 degrees 39 minutes 17 seconds East, along the south line of said Parcel 1, a distance of 781.89 feet to the true point of beginning of the centerline to be described, said point being the beginning of a 375.00 foot radius curve concave to the southwest, the center of said curve bears North 88 degrees 39 minutes 17 seconds West from said point; thence northerly along said curve passing through a central angle of 26 degrees 47 minutes 20 seconds an arc distance of 175.33 feet; thence North 25 degrees 12 minutes 00 seconds West, tangent to said curve, a distance of 596.57 feet; thence northerly along a 455.00 foot radius tangential curve to the right, passing through a central angle of 22 degrees 52 minutes 00 seconds an arc distance of 181.59 feet; thence northerly along a 375.00 foot radius reverse curve, passing through a central angle of 32 degrees 43 minutes 48 seconds an arc distance of 214.22 feet; thence North 35 degrees 03 minutes 50 seconds West, tangent to said curve, a distance of 339.20 feet; thence northwesterly along a 375 foot radius tangential curve to the left, passing through a central angle of 17 degrees 02 minutes 45 seconds arc distance of 111.56 feet to a point in the west line of said Parcel 1, said point bears South 4 degrees 00 minutes 40 seconds West a distance of 609.78 feet from the northwest corner of Parcel 3 of said Boundary Line Adjustment and said centerline there terminating.

The sidelines of said Trail Easement shall be lengthened or shortened to intersect property lines.

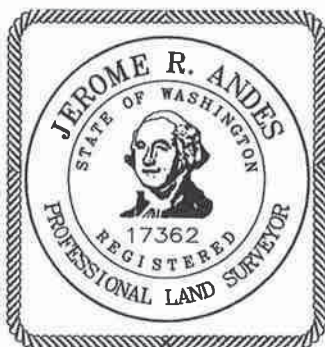
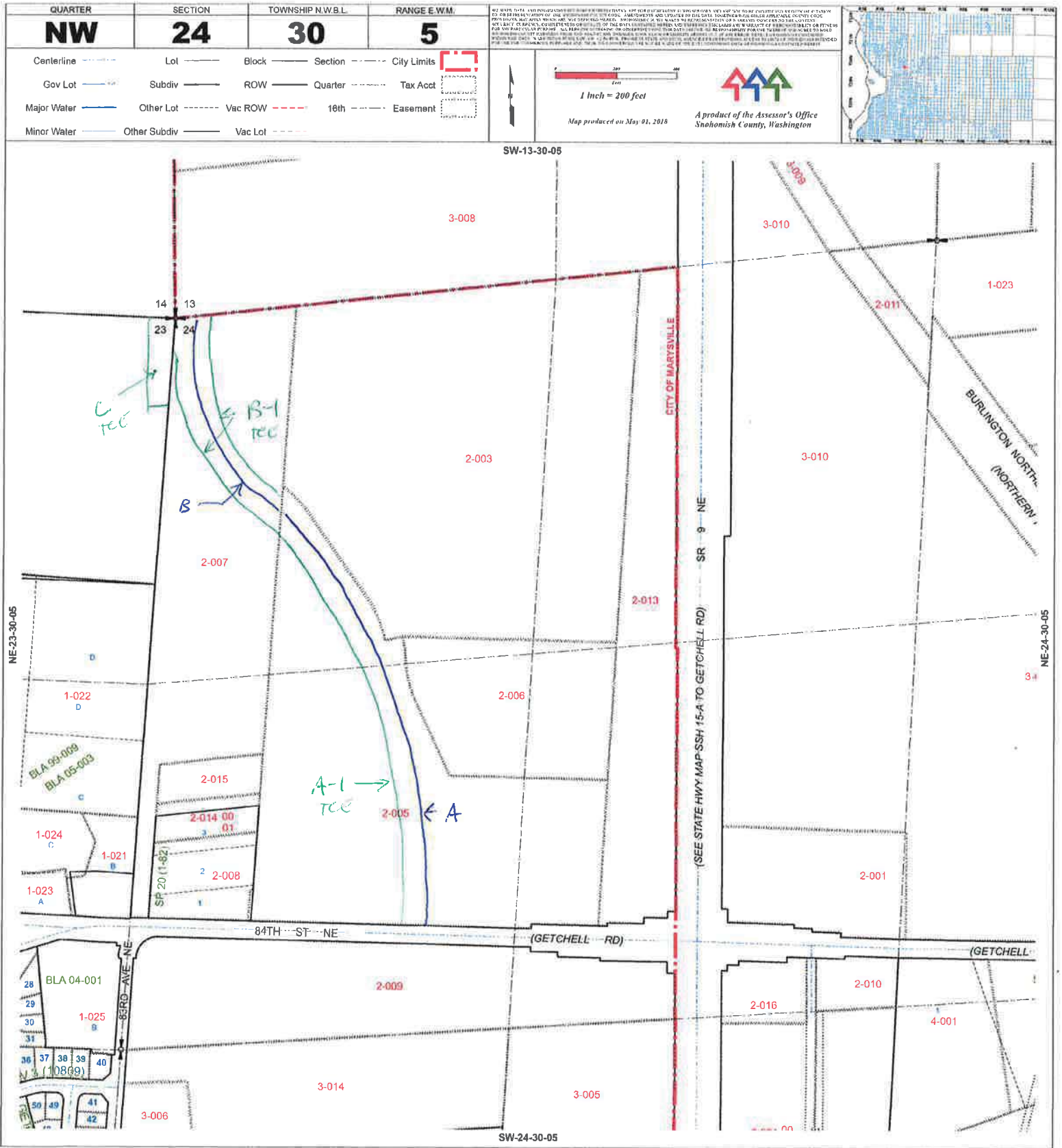


EXHIBIT C DEPICTION



AFTER RECORDING MAIL TO:

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

Document Title: **Recreational Trail Easement Agreement**
Grantor: MARYSVILLE SCHOOL DISTRICT NO. 25
Grantee: CITY OF MARYSVILLE
Abbreviated Legal: PTN OF NW QTR OF SEC 24 TWP 30 N RGE 05 E
Additional Legal on page: 6
Assessor’s Tax Parcel No(s): 30052400200700

RECREATIONAL TRAIL EASEMENT AGREEMENT

This Recreational Trail Easement Agreement (the “Agreement”) is made and entered into as of the date of the last signature below, by and between the Marysville School District No. 25, a municipal corporation of the State of Washington (the “Grantor”) and the City of Marysville, a municipal corporation of the State of Washington (the “Grantee”).

RECITALS

WHEREAS, the Grantor is the owner of certain property located in Snohomish County, Washington (TPN 30052400200700), the legal description of which is attached as **Exhibit A** and incorporated into this Agreement (the “Property”); and

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges over, under, through, across, in, and upon the Property.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Easement. The Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, a

perpetual non-exclusive easement over, under, through, across, in and upon that portion of the Property described in **Exhibit B** to construct, pave, alter, improve, repair, operate, maintain, and allow public use of a public recreational trail, and all appurtenances associated therewith (the “Easement”). The portion of the Property described in **Exhibit B** will be referred to as the “Easement Area”, a depiction of which is attached as **Exhibit C**. The Easement is granted subject to and conditioned upon the terms, conditions, and covenants contained in this Agreement.

2. Access. The Grantee will have the right of ingress and egress to and from the Easement Area across the Property for the purpose of constructing, reconstructing, repaving, repairing, renewing, maintaining altering, changing, patrolling, and operating the Easement and associated trail, and the right to bring heavy equipment and vehicles onto the Property and operate the same to accomplish these purposes.

3. Public Use. The Easement and associated trail is for public access and use, and such public use includes pedestrian, bicycle, and other non-motorized wheel-based activities.

4. Vegetation. The Grantee will have the right to cut and/or remove brush, trees, branches, and other vegetation in the Easement Area as required to construct and maintain the Easement and associated trail, or that interferes with the use and/or operation of the Easement and associated trail.

5. Landscaping. The Grantee will have the right to install landscaping within the Easement Area for enhancement of the Easement and associated trail, and to water, fertilize, and otherwise maintain and replant said landscaping.

6. Drainage. The Grantee will have the right to install drainage facilities within the Easement Area and to make cuts and fills as required. Grantee shall be required to provide appropriate stormwater management for the improvements in the Easement Area.

7. Rules; Signs. The Grantee will have the exclusive right to impose rules and regulations concerning the use of the Easement and associated trail and to erect signs and/or fencing for trail purposes within the Easement Area.

8. Restoration. Except for any permanent improvements or modifications to Grantor’s Property as contemplated by this Agreement, upon completion of Grantee’s construction activities, Grantee shall promptly restore any portion of the Grantor’s Property that is affected by Grantee’s activities as near as reasonably possible to its condition prior to construction.

9. Grantor’s Use of Easement Area. The Grantor will not use the Easement Area except in conformance with the rules and regulations established for trail use and shall not erect any buildings, structures, patios, or other construction of any nature on or in the Easement Area, provided that Grantor shall be entitled to cross the Easement Area to access adjacent lands of Grantor in a location or locations as deemed reasonably necessary by Grantor for purposes of connections between its property so long as such crossing does not damage the improved trail or obstruct trail usage. Notwithstanding the foregoing, Grantee acknowledges that existing improvements on the Property include a gate located in the northwest corner of the Property and that this Easement does not in any manner prohibit, restrict, or otherwise modify continued use,

maintenance, or replacement of that gate or its function to provide access to and from the Property to the property located immediately to the west of the Property.

10. Warranty. The Grantor covenants to the Grantee that Grantor is lawfully seized and possessed of the Property; has a good and lawful right and power to sell and convey the same and to grant the Easement; that the Easement Area is free and clear of all encumbrances; and that Grantor will forever warrant and defend title to the Easement and the quiet possession of it against the lawful claims and demands of all other persons whomsoever.

11. Indemnification. Grantee agrees to defend, indemnify, and hold the Grantor harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the exercise of Grantee's rights, including without limitation public use as set forth in Section 3 above, under this Agreement, PROVIDED, that in the event of the concurrent negligence of the Parties, Grantee's obligations hereunder shall apply only to the percentage of fault attributable to Grantee. Nothing contained herein is intended to limit either party's immunity under RCW 4.24.200 or RCW 4.24.210.

12. Runs with the Land; Successors and Assigns. The Easement 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.

13. Governing Law; Venue. This Agreement will be governed by the laws of the State of Washington, with venue in Snohomish County.

14. 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.

15. 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.

16. 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 date of the last signature below.

[SIGNATURES ON FOLLOWING PAGE]

MARYSVILLE SCHOOL DISTRICT NO. 25:

By:

Date

Its:

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Attest/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, 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 Washington
Residing at (city): _____
My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

On this day, before me personally appeared _____, to me known to be the _____ of _____, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 30 NORTH, RANGE 05 EAST, W.M., DESCRIBED AS FOLLOWS:

LOT 4 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER SNOHOMISH COUNTY FILE NO. 9106270337 AND CORRECTED UNDER AUDITOR FILE NO. 9111065006.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

TAX PARCEL NO. 30052400200700

EXHIBIT B

TRAIL EASEMENT LEGAL DESCRIPTION

30052400200700

A 20.00 foot wide easement for trail purposes over and across that portion of the Northwest Quarter of the Northwest Quarter of Section 24, Township 30 North, Range 5 East, W.M., the centerline being described as follows:

Commencing at the northwest corner of Parcel 3 of City of Marysville Boundary Line Adjustment No. BLA07-010, filed under Auditor's File Number 200903245001, Records of Snohomish County, Washington, located in the Northwest Quarter of said Section 24; thence South 4 degrees 00 minutes 40 seconds West, along the west line of said Parcel 3, a distance of 609.78 feet to the true point of beginning of the centerline to be described, said point being a point in a 375.00 foot radius curve concave to the southwest, the center of said curve bears South 37 degrees 53 minutes 25 seconds West from said point; thence northwesterly along said curve, passing through a central angle of 0 degrees 24 minutes 58 seconds an arc distance of 2.72 feet; thence North 52 degrees 31 minutes 33 seconds West, tangent to said curve, a distance of 167.83 feet; thence northerly along a 535.65 foot radius tangential curve to the right, passing through a central angle of 50 degrees 44 minutes 33 seconds an arc distance of 474.39 feet; thence North 1 degree 47 minutes 00 seconds West, tangent to said curve, a distance of 55.00 feet to a point in the north line of said Northwest Quarter that bears North 83 degrees 58 minutes 21 seconds East a distance of 10.04 feet from the northwest corner of said Northwest Quarter and said centerline there terminating.

The sidelines of said Trail Easement shall be lengthened or shortened to intersect property lines.

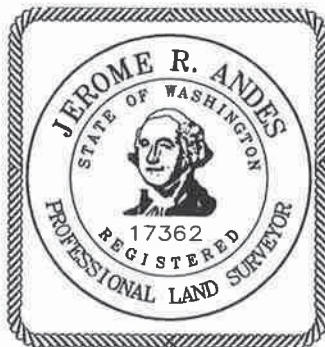
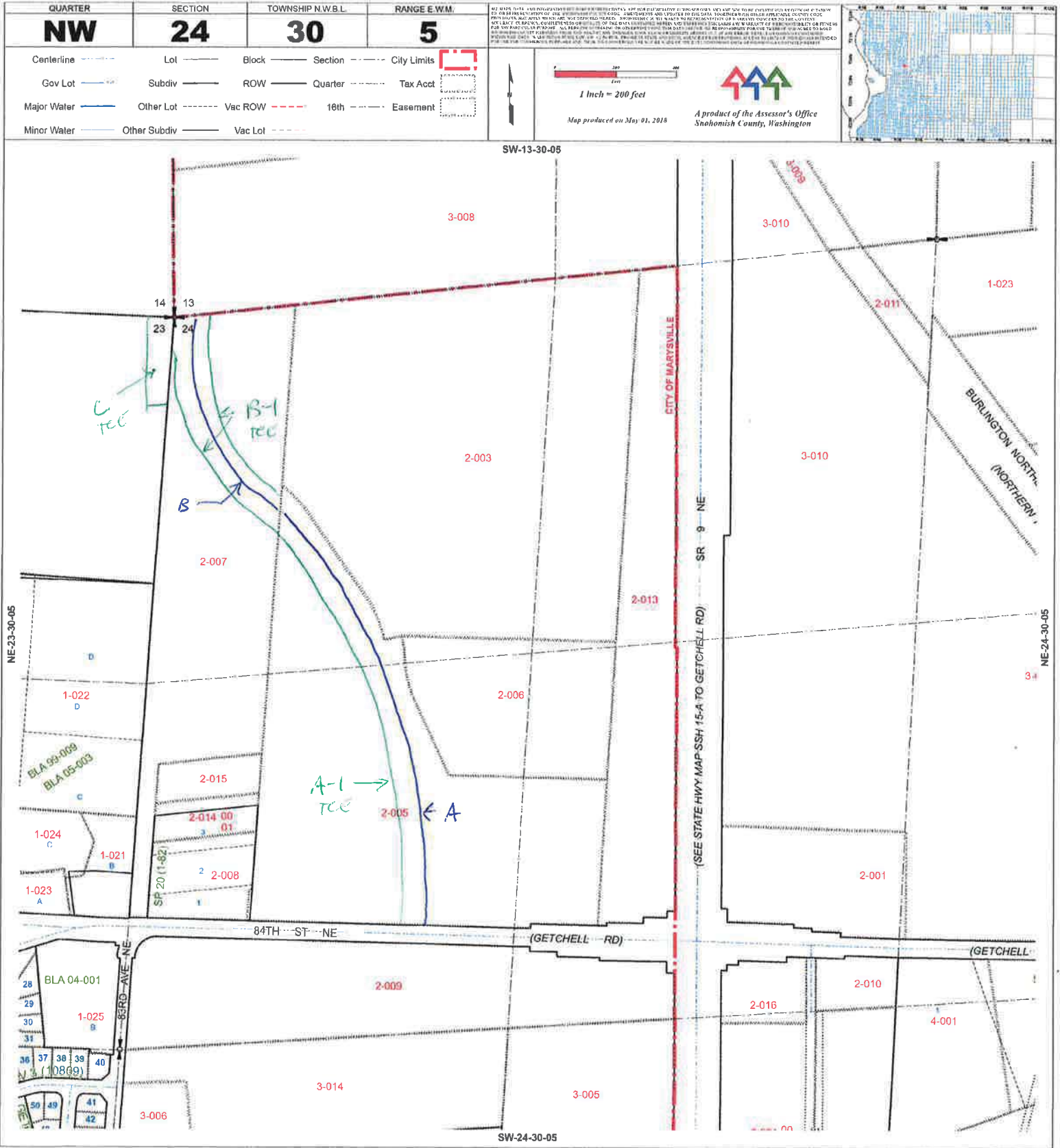


EXHIBIT C DEPICTION



AFTER RECORDING MAIL TO:

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

TEMPORARY CONSTRUCTION EASEMENT

Grantor: MARYSVILLE SCHOOL DISTRICT NO. 25
Grantee: CITY OF MARYSVILLE
Abbreviated Legal: E 1/2 OF THE NE 1/4 OF SEC 23. TWP 30N, R 5 EAST
Additional Legal on pages: 4-5 (**Exhibit A**)
Assessor’s Tax Parcel No(s): 30052300100100

In the matter of: Centennial Trail Expansion Project

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, Marysville School District No. 25, a municipal corporation of the State of Washington, 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 constructing and installing a recreational trail for public use on adjacent real property until the completion of the construction of this project, and for purposes of removing vegetation that interferes with Grantee’s use of the temporary construction easement area, 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 B** 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 or under the direction of the Grantee, its successors and assigns.

Grantee shall, at its sole cost and expense, secure all necessary permits and approvals required for any work, disturbance, or activity authorized hereunder. Without limiting the foregoing and without limiting Grantee's indemnification obligations herein, Grantee shall comply with all industry standards and requirements relating to work in or near critical areas.

This easement, and all rights granted hereunder, shall terminate automatically and without notice upon completion of the construction of said project and in no event later than December 31, 2021.

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 and any other portion of Grantor's property that may be disturbed as a result of Grantee's work 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.

IN WITNESS WHEREOF, the parties have executed this temporary construction easement on the last date written below.

[SIGNATURES ON FOLLOWING PAGE]

MARYSVILLE SCHOOL DISTRICT NO. 25:

By:

Date

Its:

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Attest/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, 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 Washington
Residing at (city): _____
My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

On this day, before me personally appeared _____, to me known to be the _____ of _____, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

EXHIBIT A
(PROPERTY LEGAL DESCRIPTION)

LOT D, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200506155004, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON, THENCE SOUTH 04°00'22" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 880 FEET, THENCE NORTH 85°59'38" WEST, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 495 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 85°59'38" EAST, A DISTANCE OF 495 FEET TO SAID EAST LINE, THENCE SOUTH 04°00'22" WEST, ALONG SAID EAST LINE, A DISTANCE OF 770 FEET, THENCE NORTH 85°59'38" WEST, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 435 FEET, THENCE SOUTH 04°00'22" WEST, PARALLEL WITH SAID EAST LINE, TO THE NORTH RIGHT-OF-WAY LINE OF GETCHELL HILL ROAD, THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO A LINE THAT BEARS SOUTH 04°00'22" WEST FROM THE TRUE POINT OF BEGINNING, THENCE NORTH 04°00'22" EAST, PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER, TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF MARYSVILLE FOR ROAD RIGHT-OF-WAY RECORDED UNDER RECORDING NO. 200903100890 AND 20093100891, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

INCLUDING:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 05 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 05 EAST, W.M.

THENCE SOUTH 53 1/3 RODS;

THENCE WEST 60 RODS;

THENCE NORTH 53 1/3 RODS;

THENCE EAST 60 RODS TO THE TRUE POINT OF BEGINNING.

LESS THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 NORTH, RANGE 05 EAST, W.M.

THENCE SOUTH 04°00'46" WEST ALONG THE EAST LINE THEREOF FOR 880.00 FEET;

THENCE NORTH 87°32'42" WEST, BEING PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER FOR 990.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°04'46" EAST FOR 72.34 FEET TO AN EXISTING FENCE LINE;

THENCE SOUTH 88°52'09" EAST ALONG AN EXISTING FENCE LINE FOR 67.58 FEET;

THENCE SOUTH 87°36'56" EAST ALONG AN EXISTING FENCE LINE FOR 86.59 FEET;

THENCE SOUTH 88°20'55" EAST ALONG AN EXISTING FENCE LINE FOR 205.80 FEET;

THENCE SOUTH 88°15'50" EAST ALONG AN EXISTING FENCE LINE FOR 85.75 FEET;

THENCE SOUTH 01°49'05" EAST ALONG AN EXISTING FENCE LINE FOR 58.89 FEET;

THENCE SOUTH 80°02'48" EAST ALONG AN EXISTING FENCE LINE FOR 43.71 FEET;

THENCE SOUTH 04°00'46" WEST ALONG AN EXISTING FENCE LINE FOR 13.52 FEET

TO A LINE THAT BEARS SOUTH 87°32'42" WEST ALONG SAID LINE FOR 495.00 FEET TO THE TRUE POINT OF BEGINNING.

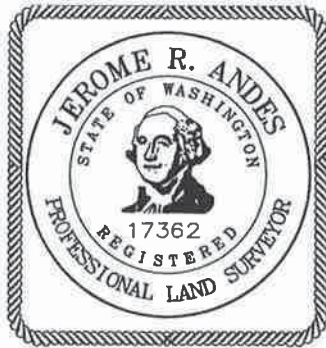
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

30052300100100

The North 100.00 feet of the East 10.00 feet, as measured perpendicular to and parallel with the north and east lines of the Northeast Quarter of the Northeast Quarter of Section 23, Township 30 North, Range 5 East, W.M.



AFTER RECORDING MAIL TO:

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

TEMPORARY CONSTRUCTION EASEMENT

Grantor: MARYSVILLE SCHOOL DISTRICT NO. 25
Grantee: CITY OF MARYSVILLE
Abbreviated Legal: PTN OF SEC 24 TWP 30 RGE 05 NW QTR
Additional Legal on page: 4 (**Exhibit A**)
Assessor’s Tax Parcel No(s): 30052400200500

In the matter of: Centennial Trail Expansion Project

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, Marysville School District No. 25, a municipal corporation of the State of Washington, 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 constructing and installing a recreational trail for public use on adjacent real property until the completion of the construction of this project, and for purposes of removing vegetation that interferes with Grantee’s use of the temporary construction easement area, 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 B** 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 or under the direction of the Grantee, its successors and assigns.

Grantee shall, at its sole cost and expense, secure all necessary permits and approvals required for any work, disturbance, or activity authorized hereunder. Without limiting the foregoing and without limiting Grantee's indemnification obligations herein, Grantee shall comply with all industry standards and requirements relating to work in or near critical areas.

This easement, and all rights granted hereunder, shall terminate automatically and without notice upon completion of the construction of said project and in no event later than December 31, 2021.

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 and any other portion of Grantor's property that may be disturbed as a result of Grantee's work 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.

IN WITNESS WHEREOF, the parties have executed this temporary construction easement on the last date written below.

[SIGNATURES ON FOLLOWING PAGE]

MARYSVILLE SCHOOL DISTRICT NO. 25:

By:

Date

Its:

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Attest/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, 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 Washington
Residing at (city): _____
My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

On this day, before me personally appeared _____, to me known to be the _____ of _____, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

EXHIBIT A
(PROPERTY LEGAL DESCRIPTION)

PARCEL 1 OF CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. BLA 07-010, AS RECORDED UNDER AUDITOR'S FILE NO. 200903245001 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M.,

SITUATE IN THE CITY OF MARYSVILLE, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION 30052400200500

A 10.00 foot wide Temporary Construction Easement over and across that portion of Parcel 1 of City of Marysville Boundary Line Adjustment No. BLA07-010, filed under Auditor's File Number 200903245001, Records of Snohomish County, Washington, located in the Northwest Quarter of Section 24, Township 30 North, Range 5 East, W.M., lying between parallel or concentric lines that are 10.00 feet westerly and 20.00 feet westerly of the following described line:

Commencing at the southwest corner of Parcel 1 of said Boundary Line Adjustment; thence South 88 degrees 39 minutes 17 seconds East, along the south line of said Parcel 1, a distance of 781.89 feet to the true point of beginning of the line to be described, said point being the beginning of a 375.00 foot radius curve concave to the southwest, the center of said curve bears North 88 degrees 39 minutes 17 seconds West from said point; thence northerly along said curve passing through a central angle of 26 degrees 47 minutes 20 seconds an arc distance of 175.33 feet; thence North 25 degrees 12 minutes 00 seconds West, tangent to said curve, a distance of 596.57 feet; thence northerly along a 455.00 foot radius tangential curve to the right, passing through a central angle of 22 degrees 52 minutes 00 seconds an arc distance of 181.59 feet; thence northerly along a 375.00 foot radius reverse curve, passing through a central angle of 32 degrees 43 minutes 48 seconds an arc distance of 214.22 feet; thence North 35 degrees 03 minutes 50 seconds West, tangent to said curve, a distance of 339.20 feet; thence northwesterly along a 375 foot radius tangential curve to the left, passing through a central angle of 17 degrees 02 minutes 45 seconds arc distance of 111.56 feet to a point in the west line of said Parcel 1, said point bears South 4 degrees 00 minutes 40 seconds West a distance of 609.78 feet from the northwest corner of Parcel 3 of said Boundary Line Adjustment and said line there terminating.

The sidelines of said Temporary Construction Easement shall be lengthened or shortened to intersect property lines.



AFTER RECORDING MAIL TO:

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

TEMPORARY CONSTRUCTION EASEMENT

Grantor: MARYSVILLE SCHOOL DISTRICT NO. 25
Grantee: CITY OF MARYSVILLE
Abbreviated Legal: PTN OF NW QTR OF SEC 24 TWP 30 N RGE 05 E
Additional Legal on page: 4 (**Exhibit A**)
Assessor’s Tax Parcel No(s): 30052400200700

In the matter of: Centennial Trail Expansion Project

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, Marysville School District No. 25, a municipal corporation of the State of Washington, 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 constructing and installing a recreational trail for public use on adjacent real property until the completion of the construction of this project, and for purposes of removing vegetation that interferes with Grantee’s use of the temporary construction easement area, 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 B** 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 or under the direction of the Grantee, its successors and assigns.

Grantee shall, at its sole cost and expense, secure all necessary permits and approvals required for any work, disturbance, or activity authorized hereunder. Without limiting the foregoing and without limiting Grantee's indemnification obligations herein, Grantee shall comply with all industry standards and requirements relating to work in or near critical areas.

This easement, and all rights granted hereunder, shall terminate automatically and without notice upon completion of the construction of said project and in no event later than December 31, 2021.

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 and any other portion of Grantor's property that may be disturbed as a result of Grantee's work 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.

IN WITNESS WHEREOF, the parties have executed this temporary construction easement on the last date written below.

[SIGNATURES ON FOLLOWING PAGE]

MARYSVILLE SCHOOL DISTRICT NO. 25:

By:

Date

Its:

CITY OF MARYSVILLE:

Jon Nehring, Mayor

Date

Attest/Authenticated:

Tina Brock, Deputy City Clerk

Approved as to form:

Jon Walker, City Attorney

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, 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 Washington
Residing at (city): _____
My commission expires: _____

STATE OF WASHINGTON)
)
COUNTY OF SNOHOMISH)

On this day, before me personally appeared _____, to me known to be the _____ of _____, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

EXHIBIT A
(PROPERTY LEGAL DESCRIPTION)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 24,
TOWNSHIP 30 NORTH, RANGE 05 EAST, W.M., DESCRIBED AS
FOLLOWS:

LOT 4 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER
SNOHOMISH COUNTY FILE NO. 9106270337 AND CORRECTED UNDER
AUDITOR FILE NO. 9111065006.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
TAX PARCEL NO. 30052400200700.

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

30052400200700

10.00 foot wide Temporary Construction Easements over and across that portion of the Northwest Quarter of the Northwest Quarter of Section 24, Township 30 North, Range 5 East, W.M., lying between parallel or concentric lines that are 10.00 feet easterly and 20.00 feet easterly AND 10.00 feet westerly and 20.00 feet westerly of the following described line:

Commencing at the northwest corner of Parcel 3 of City of Marysville Boundary Line Adjustment No. BLA07-010, filed under Auditor's File Number 200903245001, Records of Snohomish County, Washington, located in the Northwest Quarter of said Section 24; thence South 4 degrees 00 minutes 40 seconds West, along the west line of said Parcel 3, a distance of 609.78 feet to the true point of beginning of the centerline to be described, said point being a point in a 375.00 foot radius curve concave to the southwest, the center of said curve bears South 37 degrees 53 minutes 25 seconds West from said point; thence northwesterly along said curve, passing through a central angle of 0 degrees 24 minutes 58 seconds an arc distance of 2.72 feet; thence North 52 degrees 31 minutes 33 seconds West, tangent to said curve, a distance of 167.83 feet; thence northerly along a 535.65 foot radius tangential curve to the right, passing through a central angle of 50 degrees 44 minutes 33 seconds an arc distance of 474.39 feet; thence North 1 degree 47 minutes 00 seconds West, tangent to said curve, a distance of 55.00 feet to a point in the north line of said Northwest Quarter that bears North 83 degrees 58 minutes 21 seconds East a distance of 10.04 feet from the northwest corner of said Northwest Quarter and said centerline there terminating.

The sidelines of said Temporary Construction Easement shall be lengthened or shortened to intersect property lines.

