# CITY OF MARYSVILLE AGENDA BILL

### **EXECUTIVE SUMMARY FOR ACTION**

# CITY COUNCIL MEETING DATE: October 11, 2021

AGENDA ITEM:	
Project Roxy [Amazon Warehouse] (AU21-001) – Easeme	nt Amendment
PREPARED BY:	DIRECTOR APPROVAL:
Ken McIntyre, Development Services Manager	$\bigcirc$
DEPARTMENT:	14/2
ATTACHMENTS:	
1. Easement Amendment Document	
2. Water Main Abandonment Figure	
3. Water Main Abandonment Plan	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

Panattoni Development is currently constructing the Amazon Warehouse in Arlington, officially known as "Project Roxy". The project was previously in the City of Marysville's utility service area, but was changed to Arlington's service area through a regional utility agreement several years ago. Project Roxy recently abandoned a portion of an existing water main on the project site which is no longer needed, and wishes to extinguish the corresponding portion of the existing easement. The attached document is intended to amend the existing easement to omit the portion that is no longer needed.

The Public Works Department has reviewed the request, and recommends that the City Council authorize the Mayor to execute and record the attached easement amendment document. The existing easement lies partially on the Project Roxy (Amazon) site, and partially on an adjacent parcel owned by National Foods, Inc. The attached easement modification document contains authorizing signatures from both parties.

## **RECOMMENDED ACTION:**

Staff recommends that Council authorize the Mayor execute the attached easement amendment document and record with the Snohomish County Auditor.

## **RECOMMENDED MOTION:**

I move to authorize the Mayor to sign and execute the easement amendment document and record it with the Snohomish County Auditor.

WHEN RECORDED RETURN TO:

CITY OF MARYSVILLE 1049 STATE AVENUE MARYSVILLE, WA 98270

## EASEMENT AMENDMENT

THIS EASEMENT AMENDMENT ("Amendment") is entered into as of the last signature date below, by and between NATIONAL FOOD CORPORATION, a Washington Corporation ("National"), AMAZON.COM SERVICES LLC, a Washington limited liability company ("Amazon") and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington ("Marysville").

### RECITALS

- **A.** Marysville is the grantee of that certain utility easement recorded under Auditors File No. 9105020176 records of Snohomish County, Washington, attached hereto as **Exhibit A** (the "Original Easement").
- **B.** National owns the property commonly known as 16900 51ST AVE NE, ARLINGTON, WA 98223, the legal description of which is attached as **Exhibit B** (the "National Property").
- **C.** Amazon owns the property commonly known as 4710 172ND ST NE, ARLINGTON, WA 98270, the legal description of which is attached as **Exhibit C** (the "Amazon Property").
- **D.** The Original Easement burdens both the National Property and the Amazon Property.
  - **E.** The parties desire to amend the Easement, by reducing its geographic size.

## **AGREEMENT**

In consideration of the foregoing recitals (which are hereby incorporated by this reference) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. The legal description of the Original Easement is hereby amended to that legal description as set forth in **Exhibit D**.
- 2. All other terms and conditions of the Original Easement shall remain in full force and effect.
- 3. This Amendment 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.
- 4. The effective date of this Amendment shall be the date this document is recorded in the Official Records of Snohomish County, Washington.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the last signature date below.

[SIGNATURES ON FOLLOWING PAGE]

DATED this	day of _	, 20
		CITY OF MARYSVILLE
		By Jon Nehring, Mayor
DATED this	day of _	, 20
		NATIONAL FOOD CORPORATION
		By Brian Bookey
		Its: President
DATED this 16	day of _	September , 20 21 .
		AMAZON.COM SERVICES LLC
		By Megit
		Namel Mark Griftin  Its: Authorized Signatory
Approved as to form:		
Jon Walker, City Attorney		_
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[Notary page follows]

STATE OF WASHINGTON	)					
COUNTY OF SNOHOMISH	)ss. )					
I certify that I know or have satisfated persons who appeared before me, at stated that he/she/they was/were (title) Authorized Signatory voluntary act of such party for the use	nd said person(s) authorized to of (company)	acknowledged that execute the instru Amazon.com Servi	he/she/the ment and ces LLC	acknowledged	is/are to isstrument, on or is	ath the
STEVE PERKINS Notary Public State of Washington Commission # 21007705 My Comm. Expires Jan 10, 202	25	Dated this 16  (Notary Signature) Steve Perkins (Print Name)  NOTARY PUBLIC Residing at (city):	C in and fo	September  or the State of W	, 2021	
My commission expires: January 1	0. 2025					

DATED this day of	, 20
	CITY OF MARYSVILLE
DATED this 2th day of _	By
DATED this day of	, 20
	AMAZON.COM SERVICES LLC
	Ву
	[Name] Its: Amazon.com Services LLC
Approved as to form:	
Jon Walker, City Attorney	

[Notary page follows]

STATE OF WASHINGTON	)			
COUNTY OF SNOHOMISH	)ss. )			
I certify that I know or have satisfiers persons who appeared before me, stated that he/she/they was/were (title)voluntary act of such party for the satisfier persons who appeared before me, stated that he/she/they was/were (title)voluntary act of such party for the satisfier persons who appeared before me, sati	and said person(s) authorized to e of (company) uses and purposes i	acknowledged the xecute the instruction of the mentioned in the	nat he/she/they signed trument and acknow instrument.	rledged him/her as the
		Dated this	day of	, 20
		(Notary Signatu	re)	
		(Print Name)		
		NOTARY PUB	LIC in and for the Stat	te of Washington
		Residing at (city	·):	
My commission expires:		e e		
CTATE OF WASHINGTON	,			
STATE OF WASHINGTON	)ss.			
COUNTY OF SNOHOMISH	)	Å ×		
I certify that I know or have satis persons who appeared before me, stated that he/she/they was/were (title) President voluntary act of such party for the	and said person(s)  authorized to e  of (company)  uses and purposes to	acknowledged to execute the install the second mentioned in the	hat he/she/they signed trument and acknow Food (DRPO) instrument.	I this instrument, on oath rledged him/her as the
30		Dated this	L day of Septer	m be-20 21
SHAUN M MCCANN Notary Public State of Washington My Appointment Expires		(Notary Signatu Shau v (Print Name)	day of Supter MMCC re) MMCCa	un
Jun 5, 2022	8	NOTARY PUB	LIC in and for the Star	te of Washington
	2001	Residing at (city	): Eueret	1, wa
My commission expires: Tur	5,202	-2		

STATE OF WASHINGTON	)			
COUNTY OF SNOHOMISH	)ss. )			
I certify that I know or have satis persons who appeared before me, stated that he/she/they was/were (title)	and said person(s) acknowled authorized to execute	edged that the instr	at he/she/they s rument and ac	igned this instrument, on oak knowledged him/her as t
	Dated th	is	_ day of	, 20
	(Notary	Signature	e)	
	(Print N	ame)		
	NOTAR	Y PUBL	IC in and for th	e State of Washington
	Residing	; at (city)	:	
My commission expires:				

# Exhibit A

Original Easement

CITY OF MARYSVILLE

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05020

UTILITY EASEMENT

THIS INDENTURE made this 24 day of April NATIONAL FOOD CORPORATION

The Northeast quarter of the Northeast quarter of Section

The Northeast quarter of the Northeast quarter of Section

28, Township 31 North, Range 5 EWM, EXCEPT the South 14 feet thereof; EXCEPT the North 330 feet of the West 660 , hereinafter 19 91, between referred to as Grantor; the CITY OF MARYSVILLE, a municipal corporation

WHEREAS, Grantor is the owner of certain lands and premises

28, Township 31 North, Range 5 EWM, EXCEPT the South 14 feet thereof; EXCEPT the North 330 feet of the West 660 feet thereof; EXCEPT the East 176 feet of the South 93.5 feet of the North 732 feet thereof; and EXCEPT county roads

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, under and upon said lands and premises;

NCW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its permittees and licensees, the perpetual right, privilege and authority to construct, alter, improve, repair, operate and maintain water lines and/or sanitary sewer lines, pipes and appurtenances, across, under, over and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

A ten foot wide strip of Grantor's aforementioned land, the mid point of which commencing at a point on the east property line a distance approximately 430 feet from the Southeast corner of said property, running westerly a distance of 1195 feet, then southerly a distance of 190 feet.

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said lines, and the right at any time to remove said lines and appurtenances from said lands.

The Grantor reserves the right to use the surface of the abovedescribed easement in the manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement. This conveyance is conditioned upon the Grantee's obligation to replace any fences, lawns, shrubbery or land contours that are disturbed in connection with the exercise of the Grantee's rights hereunder, in as good condition as the same were immediately before the property was entered upon by the Grantee.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said lines and appurtenances from said lands, or shall otherwise permanently abandon said lines, at which time all such rights, title, privileges and authority hereby granted shall

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The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor, and its heirs, successors and assigns, forever.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

day and year first above writt	ien.
GRANTOR: NATIONAL FOOD CORPORATION	Far x nouncaceenx
Brian V. Bookey Secretary STATE OF WASHINGTON) COUNTY OF SNOHOMISH)	
I, the undersigned,	a Notary Public, do hereby certify that, 19, personally appeared before meand
individuals described and who dacknowledged that they signed and deed, for the uses and purp	, to me known to be the executed the within instrument, and the same as their free and voluntary act poses therein mentioned.
GIVEN under my hand certificate above written.	and official seal the day and year in this
	NOTARY PUBLIC in and for the State of Washington, residing at

STATE OF WASHINGTON ) ss

County of King

On this 24 day of April, 1991, before me a Notary Public, personally appeared BRIAN V. BOOKEY, to me known to be the Secretary of NATIONAL FOOD CORPORATION, who acknowledged that the within instrument was signed on behalf of said corporation by authority of its board of directors, and acknowledged the execution of the instrument to be the voluntary act and deed of the corporation by it and by him voluntarily executed.

GIVEN under my hand althoughficial seal the day and year in this certificate above with Dentificate above above

Morary Public in and for the State of Washington, residing at Seattle.

UTILITY EASEMENT - PAGENTURE

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# **EXHIBIT B**

NEW PARCEL A, CITY OF ARLINGTON BOUNDARY LINE ADJUSTMENT NO. PLN-439, RECORDED UNDER RECORDING NO. 201812055003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.



# **EXHIBIT C**

NEW PARCEL B, CITY OF ARLINGTON BOUNDARY LINE ADJUSTMENT NO. PLN-439, RECORDED UNDER RECORDING NO. 201812055003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.



### **EXHIBIT D-1**

### PARCEL 31052800100300

THAT PORTION OF THE FOLLOWING DESCRIBED STRIP OF LAND, LYING WITHIN NEW PARCEL A, CITY OF ARLINGTON BOUNDARY LINE ADJUSTMENT NO. PLN-439, RECORDED UNDER RECORDING NO. 201812055003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND LYING WITHIN NEW PARCELS A AND B, CITY OF ARLINGTON BOUNDARY LINE ADJUSTMENT NO. PLN-439, RECORDED UNDER RECORDING NO. 201812055003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, 10.00 FEET IN WIDTH AND LYING 5.00 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

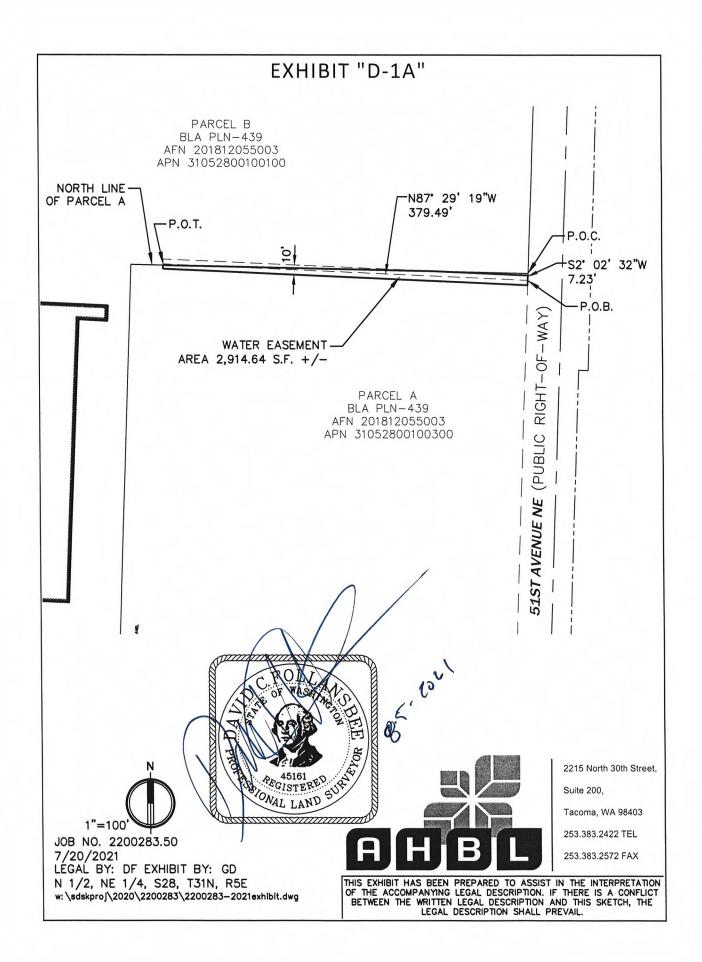
COMMENCING AT THE NORTHEAST CORNER OF SAID NEW PARCEL A; THENCE SOUTH 02°02'32" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL A, A DISTANCE OF 7.23 FEET TO THE BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE NORTH 87°29'19" WEST, A DISTANCE OF 379.49 FEET TO THE POINT OF TERMINUS OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES SHALL BE SHORTENED OR LENGTHENED SO AS TO INTERSECT THE EAST LINE OF SAID NEW PARCEL A.

EXCEPT ANY PORTION LYING WITHIN 51ST AVENUE NORTHEAST.

CONTAINING 2,914.64 SQUARE FEET +/-





### **EXHIBIT D-2**

### PARCEL 31052800100100

THAT PORTION OF THE FOLLOWING DESCRIBED STRIP OF LAND, LYING WITHIN NEW PARCEL B, CITY OF ARLINGTON BOUNDARY LINE ADJUSTMENT NO. PLN-439, RECORDED UNDER RECORDING NO. 201812055003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND LYING WITHIN NEW PARCELS A AND B, CITY OF ARLINGTON BOUNDARY LINE ADJUSTMENT NO. PLN-439, RECORDED UNDER RECORDING NO. 201812055003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, 10.00 FEET IN WIDTH AND LYING 5.00 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

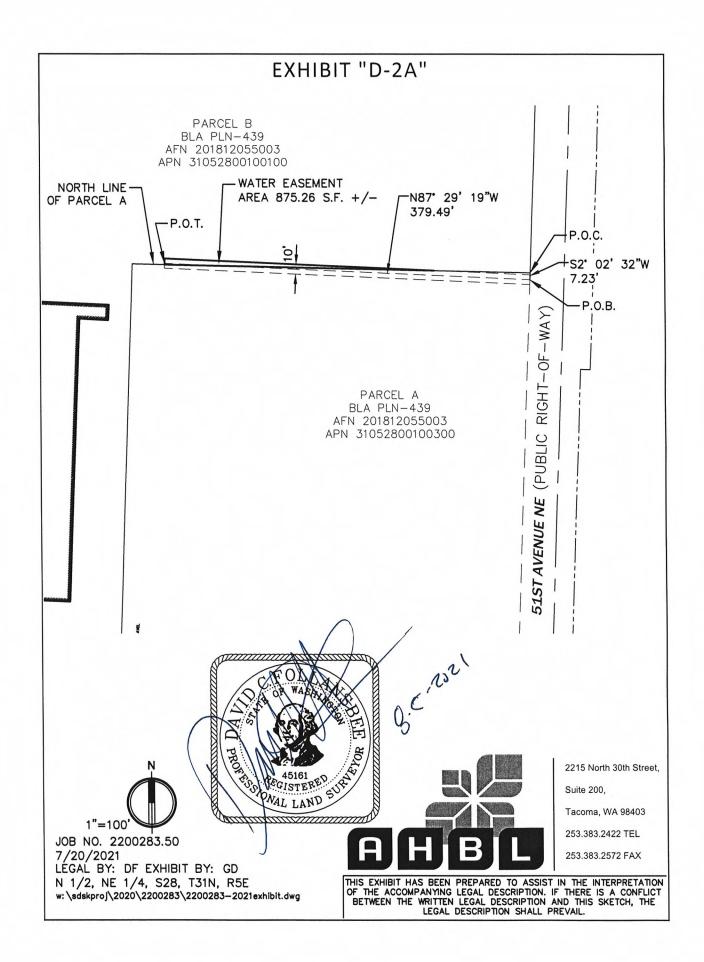
COMMENCING AT THE NORTHEAST CORNER OF SAID NEW PARCEL A; THENCE SOUTH 02°02'32" WEST, ALONG THE EASTERLY LINE OF SAID PARCEL A, A DISTANCE OF 7.23 FEET TO THE BEGINNING OF THIS CENTERLINE DESCRIPTION; THENCE NORTH 87°29'19" WEST, A DISTANCE OF 379.49 FEET TO THE POINT OF TERMINUS OF THIS CENTERLINE DESCRIPTION.

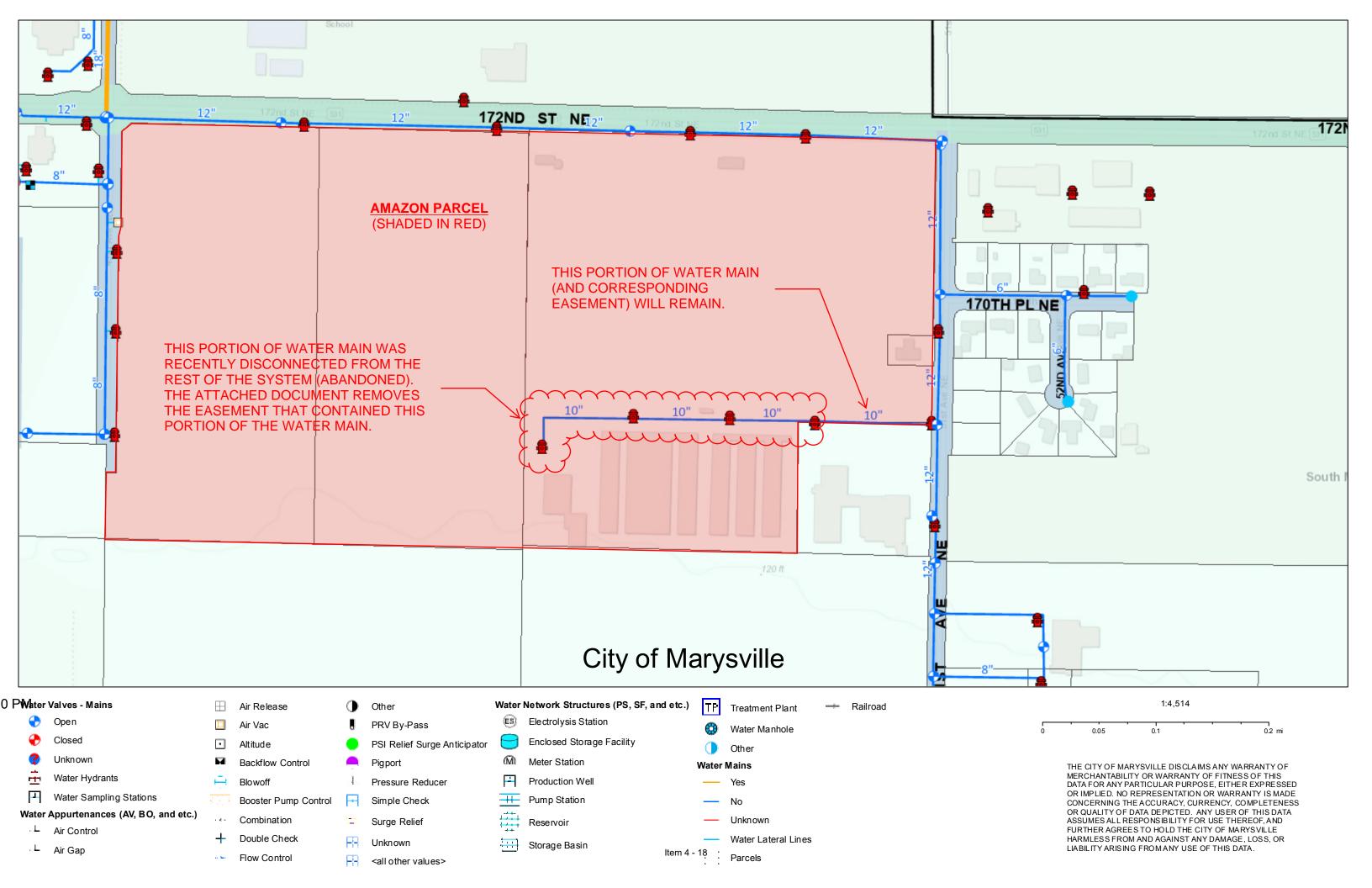
THE SIDELINES SHALL BE SHORTENED OR LENGTHENED SO AS TO INTERSECT THE EAST LINE OF SAID NEW PARCEL A.

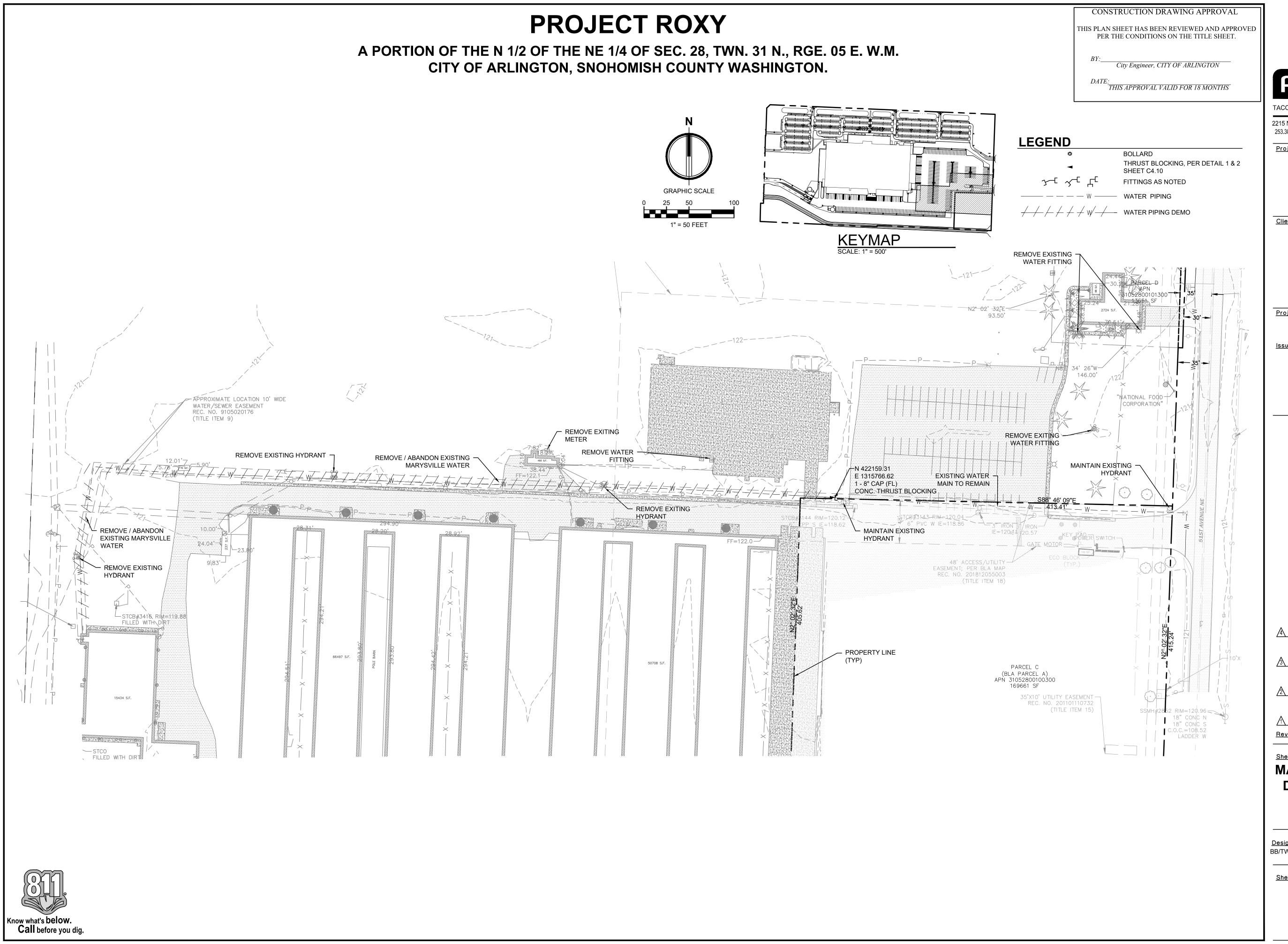
EXCEPT ANY PORTION LYING WITHIN 51ST AVENUE NORTHEAST.

CONTAINING 875.26 SQUARE FEET +/-











2215 North 30th Street, Suite 300 Tacoma, WA 98403 253.383.2422 TEL 253.383.2572 FAX www.ahbl.com WEB

Project Title:

**PROJECT ROXY** 

**PANATTONI DEVELOPMENT COMPANY, LLC** 

1821 DOCK STREET, SUITE 100 TACOMA, WA 98402

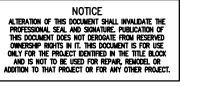
<u>Project No.</u>

2200283.10

Issue Set & Date: SITE **DEVELOPMENT PERMIT SET** 

12/14/2020





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Revisions:

Sheet Title:

**MARYSVILLE WATER DEMOLITION PLAN** 

BB/TW/ML/MW

Designed by: Drawn by: Checked by:

<u>Sheet No.</u>

42 of 54 Sheets