

Adopted: 1/08/2020
Effective: 1/19/2020

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

AMENDED ORDINANCE NO. 19-082

APPROVING AND AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERETT AND SNOHOMISH COUNTY RELATING TO THE ANNEXATION OF CERTAIN UNINCORPORATED PUBLIC RIGHTS-OF-WAY UNDER RCW 35.21.790 ASSOCIATED WITH AIRPORT ROAD; APPROVING THE SURPLUS AND DISPOSITION OF COUNTY-OWNED REAL PROPERTY TO THE CITY OF EVERETT FOR PUBLIC RIGHT-OF-WAY; AND APPROVING SNOHOMISH COUNTY ACCEPTANCE OF REAL PROPERTY FROM THE CITY OF EVERETT FOR PUBLIC RIGHT-OF-WAY

WHEREAS, on August 18, 2000, pursuant to the election method of annexation set forth in chapter 35.13 RCW, the City of Everett (“City”) annexed an area of unincorporated Snohomish County commonly known as the Airport Road Annexation; and

WHEREAS, on October 1, 2005, pursuant to the petition method of annexation set forth in chapter 35.13 RCW, the City annexed an area of unincorporated Snohomish County commonly known as the Kenny Annexation; and

WHEREAS, through the Airport Road and Kenny Annexations the City annexed territory east of and adjacent to Airport Road from State Route 99 to a point north of 103rd Street SW; and

WHEREAS, at the time of the Airport Road and Kenny Annexations there was ambiguity as to whether certain stormwater management facilities and a retaining wall were part of the designated right-of-way for Airport Road; and

WHEREAS, the real property upon which the stormwater management facilities and retaining wall are located were acquired by the County on June 10, 1997, as part of a road improvement project associated with Airport Road; and

WHEREAS, as a result of the ambiguity certain stormwater management facilities and a retaining wall that serve and support Airport Road right-of-way were not included in the Airport Road and Kenny Annexations and were not annexed into the City; and

Amended Ordinance No. 19-082

APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERETT AND SNOHOMISH COUNTY RELATING TO THE ANNEXATION OF CERTAIN UNINCORPORATED PUBLIC RIGHTS-OF-WAY UNDER RCW 35.21.790 ASSOCIATED WITH AIRPORT ROAD AND THE TRANSFER OF REAL PROPERTY ASSOCIATED WITH THE INTERLOCAL AGREEMENT- 1

1 WHEREAS, in order to promote a practical and logical service area the City and County
2 both support revising the corporate boundary so as to include within the City’s corporate boundary
3 the stormwater management facilities and retaining wall that support Airport Road; and
4

5 WHEREAS, RCW 35.21.790 provides authority for the County and the City to revise the
6 corporate boundary to fully include a segment of public street, road, or highway within the
7 corporate boundary of a city; and
8

9 WHEREAS, under RCW 35.21.790 the County and the City have negotiated the terms of
10 an Interlocal Agreement that provides for revision of the corporate boundary, transfer of real
11 property associated with the revised boundary, and the execution of a declaration of protective
12 covenants, conditions and restrictions associated with right-of-way mitigation site improvements
13 for Airport Road; and
14

15 WHEREAS, transfer of the real property associated with the revised boundary will be
16 exchanged between the City and County by quitclaim deeds; and
17

18 WHEREAS, the Property Management Division of the Department of Facilities and Fleet
19 recommends the surplus and disposition of the County-owned real property to the City for right-
20 of-way and also recommends the County’s acceptance of public right-of-way property from the
21 City; and
22

23 WHEREAS, the Everett City Council approved the Interlocal Agreement on October 9,
24 2019; and
25

26 WHEREAS, on January 8, 2020, the County Council held a public hearing to consider
27 approving the Interlocal Agreement and authorizing the Snohomish County Executive to sign the
28 Interlocal Agreement on behalf of the County;
29

30 NOW, THEREFORE BE IT ORDAINED:
31

32 Section 1: The Snohomish County Council adopts the foregoing recitals as findings of
33 fact and conclusions as if set forth in full herein.
34

35 Section 2: The Snohomish County Council hereby approves and authorizes the County
36 Executive to sign, in substantially the same form as attached hereto as Exhibit A, the “Interlocal
37 Agreement Between the City of Everett and Snohomish County Relating to the Annexation of
38 Certain Unincorporated Public Rights-of-Way under RCW 35.21.790” (the “Interlocal
39 Agreement”).
40

1 Section 3: The Snohomish County Council hereby accepts and approves the revision
2 of the corporate boundary of the City of Everett as described and depicted in Attachment A to the
3 Interlocal Agreement.
4


5 Section 4: The Snohomish County Council hereby authorizes the surplus and transfer
6 of the County-owned real property to the City of Everett for public right-of-way that will be located
7 within the City's revised corporate boundary described in Attachment C to the Interlocal
8 Agreement and furthermore authorizes the Property Officer of the Department of Facilities and
9 Fleet to sign all documents necessary to effectuate the surplus and transfer in accordance with
10 chapter 4.46 SCC.
11


12 Section 5: The Snohomish County Council hereby approves and authorizes the
13 Property Officer of the Department of Facilities and Fleet to accept and acknowledge on behalf of
14 the County a quitclaim deed from the City for public right-of-way described in Attachment B to
15 the Interlocal Agreement that will remain in unincorporated Snohomish County.
16

17 Section 6: The Snohomish County Council hereby approves and authorizes the
18 Property Officer of the Department of Facilities and Fleet to execute and record the declaration of
19 protective covenants, conditions and restrictions associated with right-of-way mitigation site
20 improvements, in substantially the same form as Attachment D to the Interlocal Agreement.
21
22
23

24 PASSED this 8th day of January, 2020.
25
26


27 SNOHOMISH COUNTY COUNCIL
28 Snohomish County, Washington

29
30
31 
32 _____
33 Council Chair
34


35 ATTEST:
36 
37 _____
38 Asst. Clerk of the Council
39
40
41
42

- 1 APPROVED
- 2 EMERGENCY
- 3 VETOED

DATE: 1/9/2020


Snohomish County Executive

ATTEST:



Approved as to form only:

Deputy Prosecuting Attorney

D-4

Amended Ordinance No. 19-082

APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERETT AND SNOHOMISH COUNTY RELATING TO THE ANNEXATION OF CERTAIN UNINCORPORATED PUBLIC RIGHTS-OF-WAY UNDER RCW 35.21.790 ASSOCIATED WITH AIRPORT ROAD AND THE TRANSFER OF REAL PROPERTY ASSOCIATED WITH THE INTERLOCAL AGREEMENT- 4

EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERETT AND SNOHOMISH COUNTY RELATING TO THE ANNEXATION OF CERTAIN UNINCORPORATED PUBLIC RIGHTS-OF-WAY UNDER RCW 35.21.790

1. PARTIES

This Interlocal Agreement Between the City of Everett and Snohomish County relating to the Annexation of Certain Unincorporated Public Rights-of-Way in Snohomish County under RCW 35.21.790 (this "Agreement") is made by and between the City of Everett, a Washington municipal corporation (the "City"), and Snohomish County, a political subdivision of the State of Washington (the "County"), pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, and RCW 35.21.790. Throughout this Agreement, the City and the County are each sometimes referred to individually as a "Party," and collectively as the "Parties."

2. PURPOSE

The purpose of this Agreement is (i) to set forth the terms that will govern the orderly and logical transfer of governmental services from the County to the City with respect to the revised corporate boundary as depicted in Attachment A of this Agreement; (ii) to authorize the execution of quitclaim deeds in substantially the form as those attached to this Agreement as Attachment B and Attachment C in order to facilitate the transfer of real property interests between the County and City to correspond to the revised corporate boundary; and (iii) to facilitate the execution of a conservation easement encumbering the right-of-way properties associated with the corporate boundary revision as depicted in Attachment D of this Agreement.

3. REVISED BOUNDARY LINE

Airport Road Right-of-Way. Under this Agreement and the enacting ordinances of both the City and County, the City's corporate boundary on the westerly side of Airport Road between Beverly Park Road and 112th Street SW shall be revised and established to the line legally described in Attachment A of this Agreement. The City's revised corporate boundary includes facilities supporting the Airport Road right-of-way. No other boundary revision to the City's corporate boundary is covered under this Agreement.

4. QUITCLAIM DEEDS

- 4.1 The City agrees to execute and record the quitclaim deed in substantially the form as that attached hereto as Attachment B in favor of the County no later than 15 business days from the effective date of this Agreement.
- 4.2 The County agrees to execute and record the quitclaim deed in substantially the form as that attached hereto as Attachment C in favor of the City no later than 15 business days from the effective date of this Agreement.

5. CONSERVATION EASEMENT

The Parties agree to execute and record the conservation easement in substantially the form as that attached hereto as Attachment D of this Agreement ("Easement"). The Parties shall execute and record the Easement no later than 15 business days from the effective date of this Agreement.

6. COMPLIANCE WITH NPDES MUNICIPAL STORMWATER PERMIT

The parties acknowledge that upon the effective date of this Agreement, the area annexed into the City by revision of the corporate boundary is subject to the requirements of the City's Phase II National Pollutant Discharge Elimination System Municipal Stormwater Permit (City's Phase II NPDES Permit), and will not be subject to the requirements of the County's Phase I NPDES Municipal Stormwater Permit.

7. AMENDMENTS TO THE AGREEMENT

The City and County recognize that amendments to this Agreement may be necessary. An amendment to this Agreement must be mutually agreed upon and executed in writing by the Parties' Administrators identified in Section 14.

8. THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

9. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the City and the County in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

10. EFFECTIVE DATE, DURATION AND TERMINATION

- 10.1 Effective Date. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has: (i) been duly executed by both parties, and (ii) has either been filed with the County Auditor or posted on the County's Interlocal Agreements website.
- 10.2 Duration. Unless either Party exercises their right to terminate this Agreement under Subsection 10.3, this Agreement shall terminate upon the earlier of: (1) the execution and recording of the quit claim deeds and conservation easement referenced in Section 4 and Section 5, or (2) January 1, 2024.
- 10.3 Termination. Either Party may terminate this Agreement upon ninety (90) days advance written notice to the other Party. Notwithstanding the expiration or earlier termination of this Agreement, the County and City shall remain responsible for fulfilling any outstanding obligations under this Agreement that were incurred prior to the date on which this Agreement expired or terminated.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties concerning the Annexation.

12. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. The Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the Parties do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

13. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

14. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

CITY

COUNTY

2930 Wetmore Ave
Everett, WA 98201
(360) 691-6441


Ryan Medlen, Senior Planner
Snohomish County
Department of Planning and Development
Services
3000 Rockefeller Ave
Everett, WA 98201
(425) 388-3311

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below or when the provisions of Section 10.1 are met, whichever date is later.

Dated this 9th day of January 2020.

CITY OF Everett
BY:

SNOHOMISH COUNTY
BY:



Cassie Franklin
Mayor

Dave Somers
County Executive

Date: 10/21/19

Date: 1/9/2020

ATTEST:

ATTEST:



City Clerk

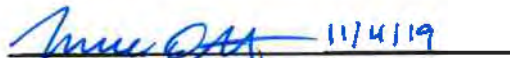
Asst. Clerk of the County Council

COUNCIL USE ONLY	
Approved: <u>1.8.2020</u>	
Docfile: <u>D-4</u>	

Approved as to form:
Office of the City Attorney

Approved as to form:
Snohomish County Prosecutor

Office of the City Attorney
APPROVED AS TO FORM
David C. Hall, City Attorney



Deputy Prosecuting Attorney for
Snohomish County

Attorney for the City of Everett

ATTACHMENT A

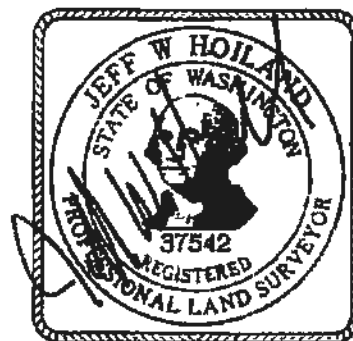
Interfocal Agreement Between the City of Everett and
Snohomish County Relating to the Annexation of Certain
Unincorporated Public Right-of-Way
Under RCW 35.21.790

112th Street SW and Beverly Park Road
Survey 3579
(Revision – City of Everett Corporate Boundary)
January 8, 2019

EXHIBIT 'A'

The corporate boundary of the City of Everett, in the southwest 1/4 of section 23, township 28 north, range 4 east, Willamette Meridian, in the County of Snohomish, State of Washington, shall be revised, in part, as shown on the attached Exhibit 'B' and described as follows:

That portion of said corporate boundary, located generally along Airport Road, between Beverly Park Road and 112th Street SW, shall be revised to **INCLUDE** portions of Lots 73 and 74, per the plat of Paine Field Addition Two, recorded at Auditor's File No. 867337, records of said county, being those portions of said lots described by quitclaim deed by Snohomish County to the City of Everett, recorded at Auditor's File No. _____, records of said county, and to **EXCLUDE** portions of said Lots 73 and 74, per said plat, being those portions of said lots described by quitclaim deed by the City of Everett to Snohomish County, recorded at Auditor's File No. _____, records of said county.



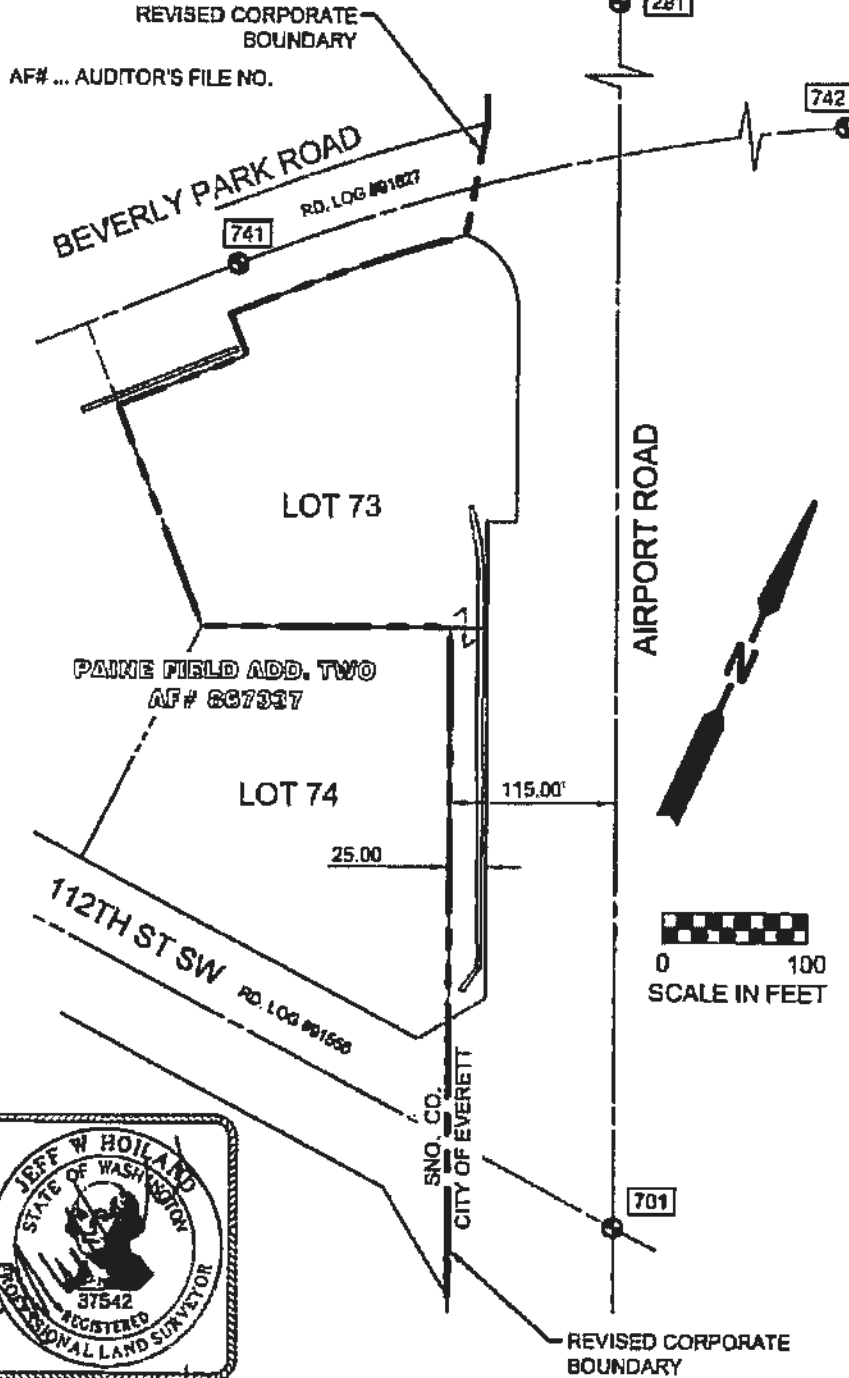
1/9/2019

EXHIBIT 'B'

CITY OF EVERETT - CORPORATE BOUNDARY REVISION
SN3579



SEC. 23, TWP. 28 N. R. 4 E, W.M.



- 701** BRASS CAP WITH PUNCHED CROSS IN CONC. IN CASE
- 291** BRASS CAP IN CONC. MON. IN CASE
- 741** BRASS CAP WITH PUNCH MARK IN CASE
- 742** BRASS PLUG WITH PUNCH MARK IN CONC. MON. DOWN 1.0' IN CASE

ATTACHMENT B

**Interlocal Agreement Between the City of Everett and
Snohomish County Relating to the Annexation of Certain
Unincorporated Public Right-of-Way
Under RCW 35.21.790**

When recorded return to:

SNOHOMISH COUNTY
PROPERTY MANAGEMENT
3000 ROCKEFELLER AVENUE M/S 404
EVERETT, WA 98201

QUIT CLAIM DEED

Reference #:	N/A
Grantor:	City of Everett, a municipal corporation of the State of Washington
Grantee:	Snohomish County, a political subdivision of the State of Washington
Legal Description:	A portion of Lot 73 and 74, Plat of Paine Field Addition Two Vol. 12 Pg. 92
Assessor's Tax Parcel ID #:	0000000000100

THE GRANTOR, CITY OF EVERETT, a municipal corporation, of the State of Washington, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid in hand, hereby conveys and quit claims to SNOHOMISH COUNTY, a political subdivision of the State of Washington, THE GRANTEE, all of the Grantor's right, title and interest in and to the following real property situated in the County of Snohomish, State of Washington, as more fully described on Exhibit A and further depicted on Exhibit B, subject to matters of record, and together with any interest therein which the Grantor may hereafter acquire.

DATED _____, 2019.

GRANTOR: CITY OF EVERETT, a
municipal corporation of the State of
Washington

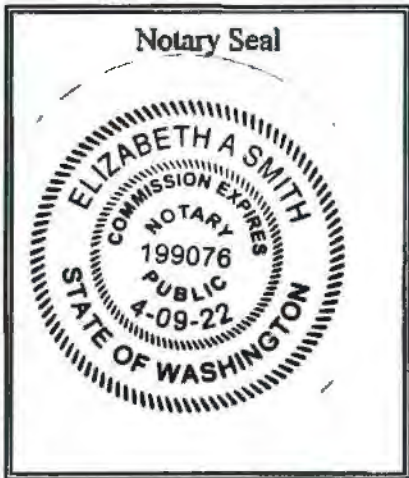
[Signature]
By: Cassie Franklin
Its: Mayor
Date: 10/21/19

Office of the City Attorney
APPROVED AS TO FORM
David C. Hall, City Attorney

STATE OF WASHINGTON)
) : §
COUNTY OF SNOHOMISH)

On this 21 day of October, 2019, before me personally appeared Cassie Franklin, to me known to be the Mayor of the City of Everett that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that she was duly elected, qualified and acting as said officer or member of the political subdivision, and that she was authorized to execute said instrument on behalf of said political subdivision.

GIVEN under my hand and official seal the day and year last above written.



Signature: [Signature]
Notary (print name) Elizabeth Smith
Notary Public in and for the State of Washington,
residing at Everett Wa
My commission expires 4.9.22

GRANTEE: SNOHOMISH COUNTY
ACCEPTED AND APPROVED:

Approved As To Form:

_____ Date

Muu DTD 11/4/19
Deputy Prosecuting Attorney Date

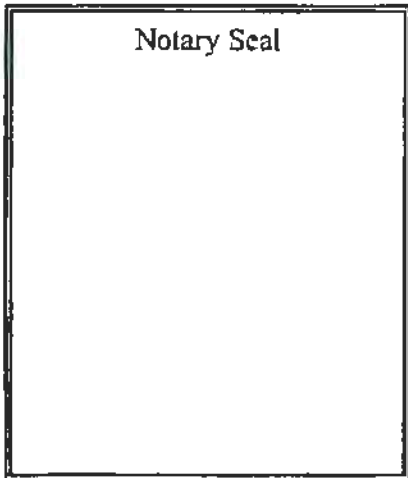
By: _____

Its: _____

STATE OF WASHINGTON)
 : §
COUNTY OF SNOHOMISH)

On this _____ day of _____, 2019, before me personally appeared _____, to me known to be the _____, of Snohomish County, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that ____ was duly elected, qualified and acting as said officer or member of the political subdivision, and that ____ was authorized to execute said instrument on behalf of said political subdivision.

GIVEN under my hand and official seal the day and year last above written.



Signature: _____
Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My commission expires _____

112th Street SW and Beverly Park Road
Survey 3579
(Quitclaim, C.O.E. to Sno. Co.)
January 8, 2019

EXHIBIT 'A'

All that real property in the southwest 1/4 of section 23, township 28 north, range 4 east, Willamette Meridian, in the County of Snohomish, State of Washington, as shown on the attached Exhibit 'B', being portions of Lots 73 & 74, per the plat of Paine Field Addition Two, recorded at Auditor's File No. 867337, records of said county, described as follows:

Parcel A

That portion of said Lot 73 conveyed to Snohomish County by deed recorded under Auditor's File No. 9707010277, lying northerly and westerly of the following described line:

COMMENCING at a brass cap monument with punch mark in case, designated #741 on Exhibit 'B', from which point a brass plug with punch mark in a concrete monument down 1.0' in a case, designated #742 on Exhibit 'B', bears North 53°38'49" East a distance of 497.03 feet;

Thence from said **POINT OF COMMENCEMENT**, along the centerline of Beverly Park Road, South 43°38'22" West a distance of 112.15 feet to the intersection of said centerline with the northwesterly projection of the southwesterly line of said Lot 73;

Thence, leaving said centerline, perpendicular thereto, southeasterly a distance of 60.00 feet to the **POINT OF BEGINNING** of the herein described line;

Thence North 43°38'22" East a distance of 95.04'

Thence North 46°21'38" West a distance of 30.00 feet to the **TERMINUS** of the herein described line;

Parcel B

That portion of said Lot 74 conveyed to Snohomish County by deed recorded under Auditor's File No. 9707010277, records of said county;

EXCEPTING THEREFROM any portion of said Lot 74 lying northeasterly of a line southwesterly, and 115.00 feet distant, of the monumented alignment of Airport Road;

Containing 53,318 square feet, more or less, in aggregate.



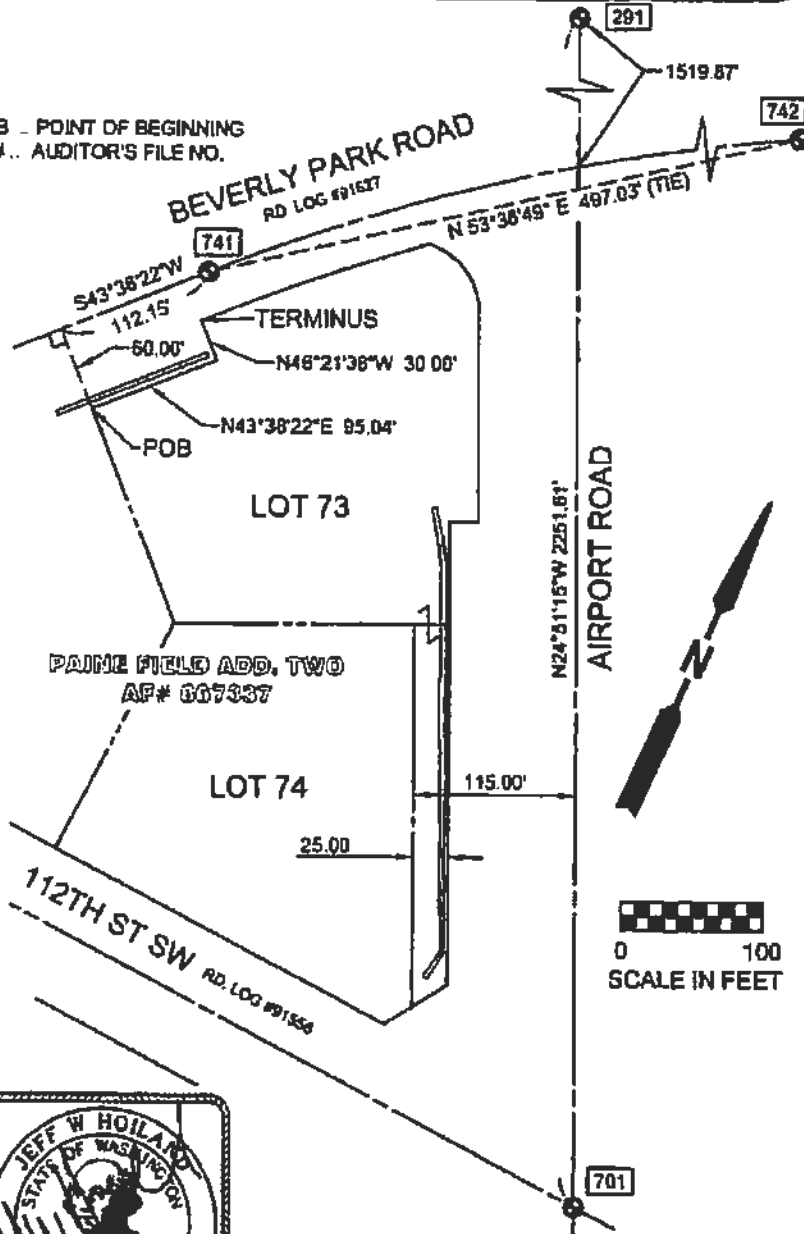
EXHIBIT 'B'

QUITCLAIM - SNO. CO. TO CITY OF EVERETT & VICE VERSA
SN3579

SEC. 23, TWP. 28 N., R. 4 E. W.M.



POB ... POINT OF BEGINNING
AFA ... AUDITOR'S FILE NO.



- 701** BRASS CAP WITH PUNCHED CROSS IN CONC. IN CASE
- 291** BRASS CAP IN CONC. MON. IN CASE
- 741** BRASS CAP WITH PUNCH MARK IN CASE
- 742** BRASS PLUG WITH PUNCH MARK IN CONC. MON. DOWN 1.0' IN CASE

ATTACHMENT C

When recorded return to:

SNOHOMISH COUNTY
PROPERTY MANAGEMENT
3000 ROCKEFELLER AVENUE M/S 404
EVERETT, WA 98201

QUIT CLAIM DEED

Grantor: Snohomish County, a political subdivision of the State of Washington
Grantee: City of Everett, a municipal corporation of the State of Washington
Abbreviated Legal Description: A portion of Lot 73 and 74, Plat of Paine Field Addition Two Vol. 12 Pg. 92
Assessor's Tax Parcel ID #: Formerly 00537900007300 and 00537900007400

THE GRANTOR, SNOHOMISH COUNTY, a political subdivision of the State of Washington, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid in hand, hereby conveys and quit claims to THE GRANTEE, CITY OF EVERETT, a municipal corporation, of the State of Washington, all of the Grantor's right, title and interest in and to the following real property situated in the County of Snohomish, State of Washington, more particularly described on Exhibit A and further depicted on Exhibit B, Parcel A herein conveyed for municipal purposes and Parcel B herein conveyed for right-of-way purposes, subject to matters of record, and together with any interest therein which the Grantor may hereafter acquire.

DATED _____, 2019.

GRANTOR: SNOHOMISH COUNTY, a political subdivision of the State of Washington

By: _____
Its: _____
Date: _____

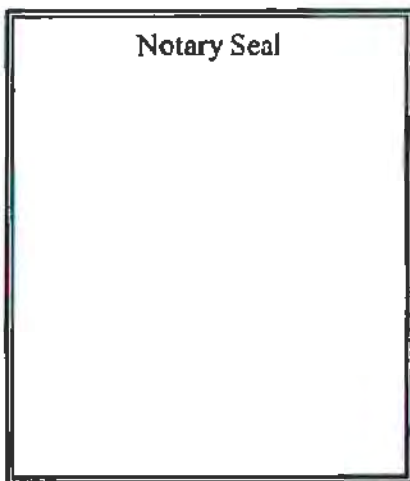
Approved As To Form:

Maria O'Keefe 11/14/19
Deputy Prosecuting Attorney Date

STATE OF WASHINGTON)
 : §
COUNTY OF SNOHOMISH)

On this _____ day of _____, 2019, before me personally appeared _____, to me known to be the _____ of Snohomish County that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that _____ was duly elected, qualified and acting as said officer or member of the political subdivision, and that _____ was authorized to execute said instrument on behalf of said political subdivision.

GIVEN under my hand and official seal the day and year last above written.



Signature: _____
Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My commission expires _____

112th Street SW and Beverly Park Road
Survey 3579
(Quitclaim, Sno. Co. to C.O.E.)
January 8, 2019

EXHIBIT 'A'

All that real property in the southwest 1/4 of section 23, township 28 north, range 4 east, Willamette Meridian, in the County of Snohomish, State of Washington, as shown on the attached Exhibit 'B', being portions of Lots 73 & 74, per the plat of Paine Field Addition Two, recorded as Auditor's File No. 867337, records of said county, described as follows

Parcel A

That portion of said Lot 73 conveyed to Snohomish County by deed recorded under Auditor's File No. 9707010277, records of said county;

EXCEPTING THEREFROM any portion of said Lot 73 lying northerly and westerly of the following described line:

COMMENCING at a brass cap monument with punch mark in case, designated #741 on Exhibit 'B', from which point a brass plug with punch mark in a concrete monument down 1.0' in a case, designated #742 on Exhibit 'B', bears North 53°38'49" East a distance of 497.03 feet;

Thence, from said **POINT OF COMMENCEMENT**, along the centerline of Beverly Park Road, South 43°38'22" West a distance of 112.15 feet to the intersection of said centerline with the northwesterly projection of the southwesterly line of said Lot 73;

Thence, leaving said centerline, perpendicular thereto, southeasterly a distance of 60.00 feet to the **POINT OF BEGINNING** of the herein described line;

Thence North 43°38'22" East a distance of 95.04 feet;

Thence North 46°21'38" West a distance of 30.00 feet to the **TERMINUS** of the herein described line;

Parcel B

That portion of said Lot 74 conveyed to Snohomish County by deed recorded under Auditor's File No. 9707010277, records of said county, lying northeasterly of a line southwesterly, and 115.00 feet distant, of the monumented alignment of Airport Road;

Containing 61,719 square feet, more or less, in aggregate.



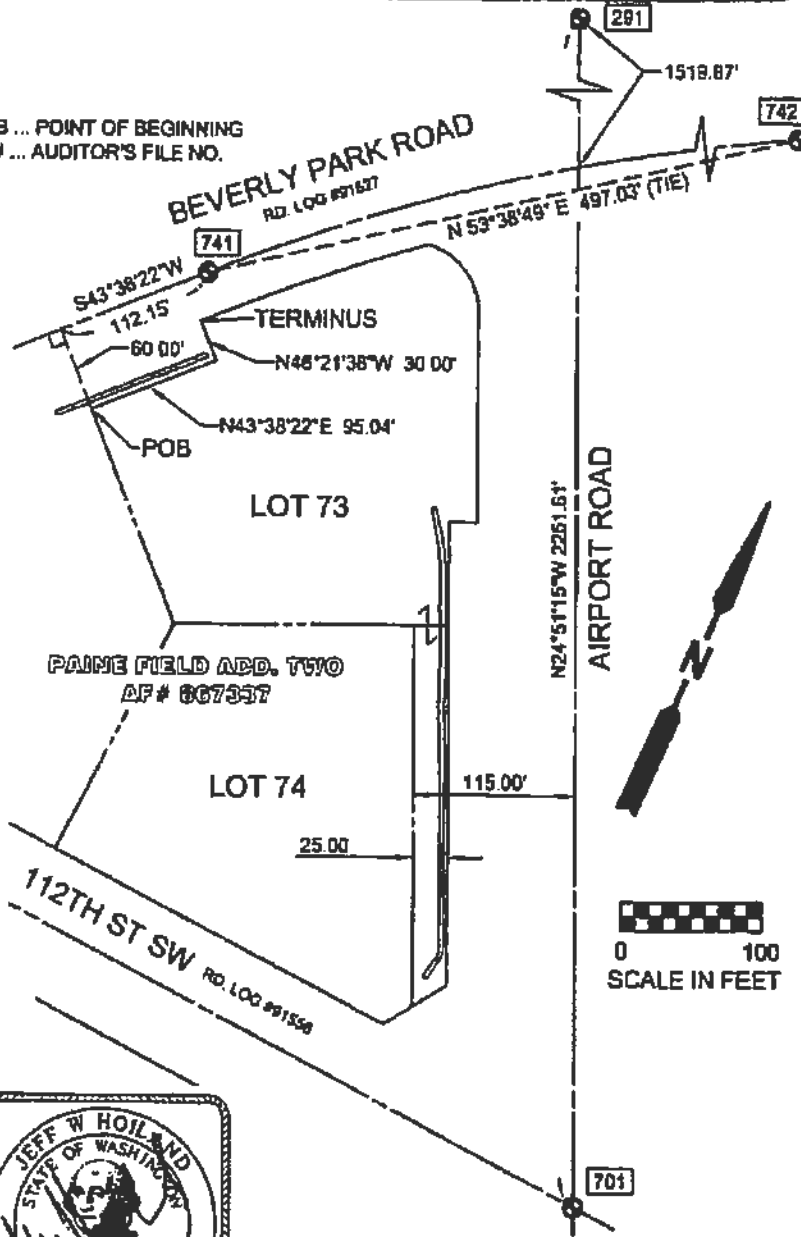
EXHIBIT 'B'

QUITCLAIM - SNO. CO. TO CITY OF EVERETT & VICE VERSA
SN3579



SEC. 23, TWP. 28 N, R. 4 E, W.M.

POB ... POINT OF BEGINNING
AF# ... AUDITOR'S FILE NO.



- 701** BRASS CAP WITH PUNCHED CROSS IN CONC. IN CASE
- 291** BRASS CAP IN CONC. MON. IN CASE
- 741** BRASS CAP WITH PUNCH MARK IN CASE
- 742** BRASS PLUG WITH PUNCH MARK IN CONC. MON. DOWN 1.0' IN CASE

ATTACHMENT D

Recorded at the Request of:
Snohomish County Public Works
3000 Rockefeller Ave.
Everett, WA 98201

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

Grantors: County of Snohomish, a political subdivision of the State of Washington
City of Everett, a municipal corporation of the State of Washington

Grantee: The Public

Assessor Tax Parcels (previously) Portion of 00537900007300, 00537900007400
Full legal description on attached Exhibits A&B

This Declaration of Protective Covenants, Conditions and Restrictions, hereinafter referred to as the "Declaration" is made this date by the County of Snohomish, a political subdivision of the State of Washington, hereinafter referred to as "County" and the City of Everett, a municipal corporation of the State of Washington, hereinafter referred to as "City", which are the current owners of that certain real property located in Snohomish County, Washington, more particularly described on the attached Exhibits "A" and "B" incorporated herein by this reference, the "Declaration Property".

This Declaration is hereby made to comply with conditions of the U.S. Army Corps of Engineers Permit # 00400812 and Dept of Ecology Order #22922 issued in connection with the Snohomish County Airport Road HOV Lanes Project and the Snohomish County Road Project 112th Street SW (SR 525 -Airport Road) Improvement Project as shown on the project right-of-way plans, filed with Snohomish County Public Works under Survey # 3579, and also shown as a Conservation Easement area on said project plans.

It is the purpose of this Declaration to ensure that the Declaration Property, which is a mitigation site for road right of way improvements, will be retained forever in an open and undeveloped condition, and to prevent any use of the property that will impair or interfere with the conservation values of the Declaration Property.

The property is to be left permanently undisturbed in a substantially natural state. Construction of new structures, including but not limited to clearing, grading, filling, building placement, or road construction of any kind or removal of existing native vegetation is prohibited, except the following:

- 1) Crossings for underground utility lines and drainage discharge swales which utilize the shortest alignment possible and for which no alignment that would avoid such a crossing is feasible;
- 2) Removal of hazardous trees;
- 3) Fences, only if the critical area and its buffer are not detrimentally affected.

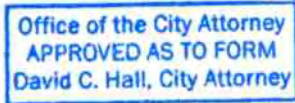
Any other development activities that would adversely affect the functions and values of the wetland(s), fish and wildlife habitat conservation area(s), or buffers, are also prohibited.

This Declaration is subject to the right of the Grantors, their heirs, devisees, and/or assigns, to the possession and use of the Declaration Property in any manner, PROVIDED that said use by the Grantors shall in no way interfere with the conditions of this Declaration.

It is understood that the wetland mitigation areas located on the Declaration Property are "waters of the State, per RCW 90.48".

The covenants herein shall run with the land and shall be binding on the Grantors, their heirs, successors and assigns.

Dated this _____ day of _____, 2019.



County of Snohomish

By:

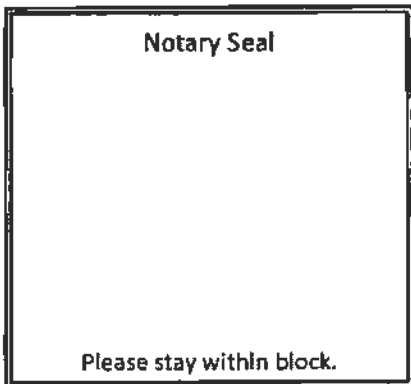
City of Everett

By: *Cassie Franklin, Mayor*

STATE OF WASHINGTON)
: §
COUNTY OF SNOHOMISH)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the person who signed as _____ of County of Snohomish, a political subdivision of the State of Washington that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that he was duly elected or appointed, qualified and acting as said official of said County, and that he was authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

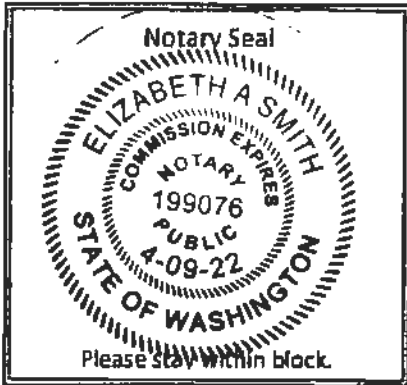


Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My commission expires _____

STATE OF WASHINGTON)
 : §
COUNTY OF SNOHOMISH)

On this 21 day of October, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the person who signed as Mayor of the City of Everett, the municipal corporation of the State of Washington that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said City for the uses and purposes therein mentioned, and on oath stated that he was duly elected or appointed, qualified and acting as said official of said City, and that he was authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.



Elizabeth Smith
Notary (print name) _____
Notary Public in and for the State of Washington,
residing at Everett
My commission expires 4-9-22

)
 : §
)

112th Street SW and Beverly Park Road
Survey 3579
Conservation Area
January 8, 2019

EXHIBIT 'A'

Conservation Area (see Exhibit 'B'):

All that real property in the southwest 1/4 of section 23, township 28 north, range 4 east, Willamette Meridian, in the County of Snohomish, State of Washington, being portions of Lots 73 and 74, per the plat of Paine Field Addition Two, recorded at Auditor's File No. 867337, records of said county, and portions of those parcels described by quitclaim deeds by Snohomish County to the City of Everett, and vice versa, recorded at Auditor's File Nos. _____ and _____, respectively, described as follows:

BEGINNING at the most easterly corner of that portion of Lot 74 described in said quitclaim deed by the City of Everett to Snohomish County;

Thence, along the northeasterly line of said portion of Lot 74 and the prolongation thereof, North 24°51'14" West a distance of 326.59 feet;

Thence along a curve to the left, having a radius of 27.38 feet, a central angle of 89°03'40", and a length of 42.56 feet;

Thence along a curve to the right, having a radius of 50.00 feet, a central angle of 52°52'10", and a length of 46.14 feet;

Thence North 61°02'43" West a distance of 90.33 feet;

Thence along a curve to the left, having a radius of 20.01 feet, a central angle of 75°18'56", and a length of 26.30 feet to a point on the northwesterly line of said portion of said Lot 73;

Thence along said northwesterly line, South 43°38'21" West a distance of 88.29 feet;

Thence, leaving said northwesterly line, South 46°21'20" East a distance of 164.41 feet;

Thence South 2°41'27" West a distance of 182.31 feet to the southerly line of said Lot 74;

Thence, along said southerly line, South 87°17'38" East a distance of 258.36 feet;

Thence North 33°55'34" East a distance of 23.88 feet to the **POINT OF BEGINNING**;

Containing an area of 76,468 square feet, more or less.



1/9/2019

EXHIBIT 'B'

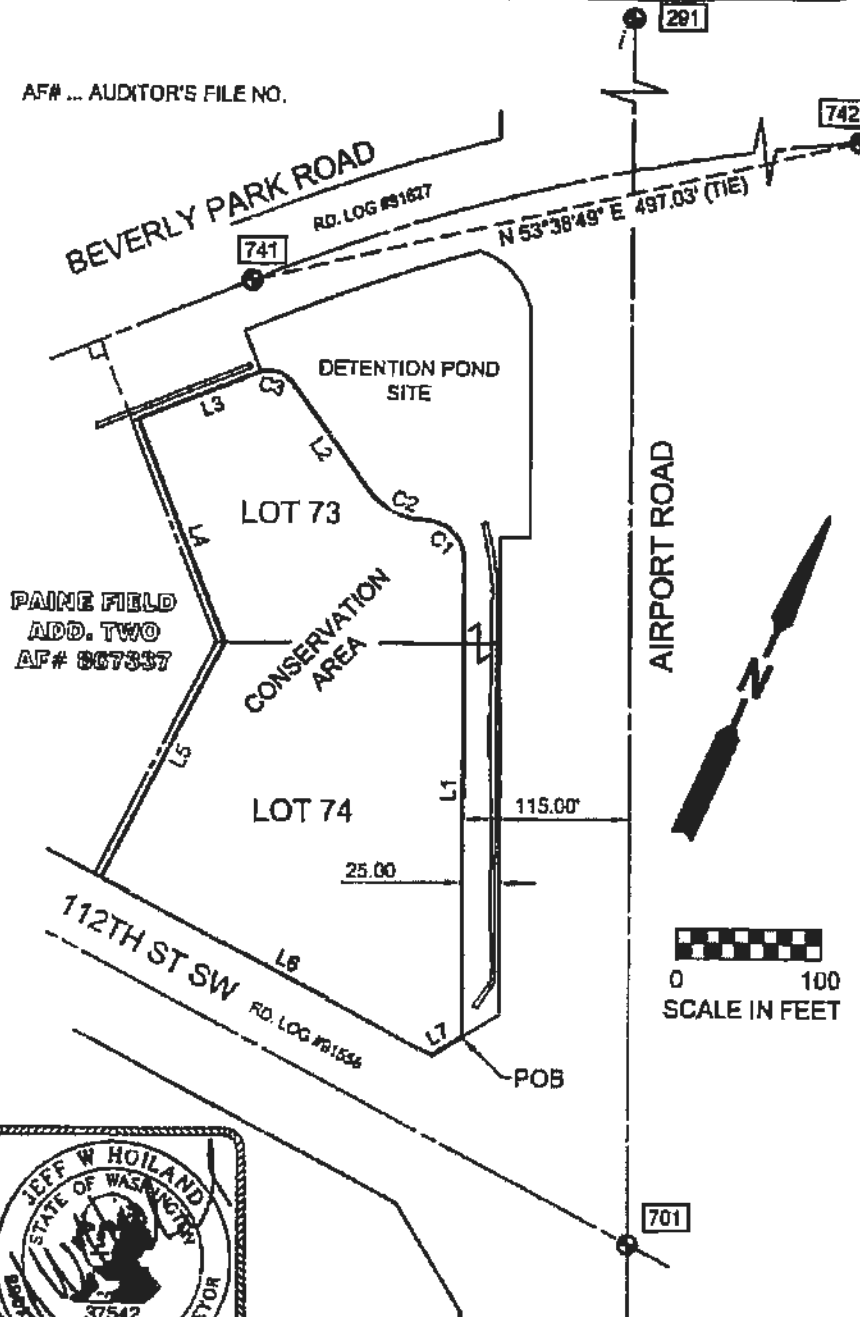
CONSERVATION AREA
SN3579

PAGE 1 OF 2



SEC. 23, TWP. 28 N, R. 4 E, W.M.

AF# ... AUDITOR'S FILE NO.



PAINE FIELD
ADD. TWO
AF# 867337



- 701 BRASS CAP WITH PUNCHED CROSS IN CONC. IN CASE
- 291 BRASS CAP IN CONC. MON. IN CASE
- 741 BRASS CAP WITH PUNCH MARK IN CASE
- 742 BRASS PLUG WITH PUNCH MARK IN CONC. MON. DOWN 1.0' IN CASE

EXHIBIT 'B'
CONSERVATION AREA
SN3579

PAGE 2 OF 2



SEC. 23, TWP. 28 N. R. 4 E, W.M.

Line Table		
Line #	Length	Direction
L1	326.59	N24° 51' 14"W
L2	80.33	N61° 02' 43"W
L3	88.29	S43° 38' 21"W
L4	164.41	S46° 21' 20"E
L5	182.31	S2° 41' 27"W
L6	258.36	S87° 17' 38"E
L7	23.88	N33° 55' 34"E

Curve Table			
Curve #	Length	Radius	Delta
C1	42.58	27.38	89°03'40"
C2	46.14	50.00	52°52'10"
C3	26.30	20.01	75°18'56"



1/9/2019