



202203010179

EASEMENT Rec: \$427.00

3/1/2022 9:46 AM 21 PG

SNOHOMISH COUNTY, WA

RETURN ADDRESS:
CITY OF LAKE STEVENS
CITY CLERK
PO BOX 257
LAKE STEVENS, WA 98258

**NO EXCISE TAX
REQUIRED**

MAR 03 2022

BRIAN SULLIVAN, Snohomish County Treasurer

By BRIAN SULLIVAN *SEA*

Document Title(s) (or transactions contained therein) Easement Transfer and Bill of Sale
Grantor(s) (Last name first, then first name and initials) Snohomish County, a political subdivision of the State of Washington
Grantee(s) (Last name first, then first name and initials) City of Lake Stevens, a municipal corporation of the State of Washington
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.) <i>Plats of Sec. 7, SW 1/4 Sec. 8, Sec. 17, Sec. 18, NE 1/4 Sec. 19, NW 1/4 & NE 1/4 Sec. 20, T29N, R6E, W.M. & Plats S12, & NE 1/4 Sec. 13, T29N, R5E, W.M.</i> Full legal description is on page <u>Exhibit B</u>
Reference Number(s) of Documents assigned or released: A full list of Reference Numbers is on page _____
Assessor's Property Tax Parcel/Account Number A full list of Assessor's Tax Parcel Numbers is on pages _____ and _____

EASEMENT TRANSFER AND BILL OF SALE

This EASEMENT TRANSFER AND BILL OF SALE (this "Transfer Document") is made this 1st day of February, 2022, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, acting in its governmental capacity (the "County") and the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, (the "City")

RECITALS

A. Pursuant to chapter 35A.14 RCW, the City has recently annexed approximately 108 acres of real property that were previously located within unincorporated Snohomish County (the "Annexation Area"). The approximate location of the Annexation Area is depicted on Exhibit A to the Transfer Document. The legal description of the Annexation Area is set forth on Exhibit B to this Transfer Document.

B. The City's annexation of the Annexation Area took effect on August 9, 2021 (the "Effective Date").

C. Pursuant to Section 4.2 of that certain Interlocal Agreement Between the City Of Lake Stevens, Snohomish County, and the Lake Stevens Sewer District Concerning the Southeast Interlocal Annexation and the Orderly Transition of Services Pursuant to RCW 35A.14.296, executed on May 12, 2021- (the "Annexation Agreement") that amends Section 9.1 of that certain Interlocal Agreement between the City of Lake Stevens and Snohomish County concerning annexation and Urban Development within the Lake Stevens Urban Growth Area by and between Grantor and Grantee, effective October 26, 2005, and recorded under Auditor's File No. 2—5111—7-6,- (the "Master Annexation Agreement"), the County has agreed to transfer to the City, and the City has agreed to accept from the County, all of the County's right and interest in and to any and all easements and covenants respecting surface water management that are located in the Annexation Area, with such transfer to be effective as of the Effective Date.

D. Pursuant to Section 4.2 of the Annexation Agreement and amended Section 1 of the Master Annexation Agreement, the County has agreed to transfer to the City, and the City has agreed to accept from the County, all of the County's right, and interest in and to any and all tangible surface water drainage improvements and facilities that are located in the Annexation Area, with such transfer to be effective as of the Effective Date.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. EFFECTIVE DATE

Notwithstanding the fact that this Transfer Document has been executed and recorded subsequent to the Effective Date, the provisions of this Transfer Document shall be deemed to have taken effect as of the Effective Date.

2. TRANSFER OF REAL PROPERTY INTERESTS

2.1 Description of Easements, Covenants and Servitudes Transferred

As used in this Transfer Document, the phrase “easements, covenants and other servitudes held by Grantor for purposes of stormwater and/or surface water management” shall include, by way of illustration and not by way of limitation, easements, covenants and servitudes for any one or more of the following stormwater and/or surface water management purposes: (i) drainage and/or drainage facilities; (ii) conveyance and/or conveyance facilities; (iii) infiltration and/or infiltration facilities; (iv) detention and/or detention facilities; (v) retention and/or retention facilities (vi) water quality treatment and/or water quality treatment facilities; (vii) slope and drainage control; and/or (viii) rights of access, inspection, maintenance, repair, replacement, rebuilding and/or upgrading related or incidental to any of the foregoing.

2.2 Transfer of Easement, Covenants and Servitudes

Grantor, SNOHOMISH COUNTY, a political subdivision of the State of Washington, in fulfillment of the covenants set forth in the Annexation Agreement, in consideration of the mutual covenants contained in the Transfer Document and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, conveys and quitclaims to Grantee, the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, all of Grantor’s right, title and interest in and to any and all easements, covenants and other servitudes held by Grantor for purposes of stormwater and/or surface water management that are located within the Annexation Area described on Exhibit B to this Transfer Document, including any interest therein which Grantor may hereafter acquire. The easements, covenants and other servitudes transferred to Grantee pursuant to this Section 2.2. shall hereinafter collectively be referred to as the “Easements.” Grantee accepts from Grantor all of Grantor’s right, title and interest in and to, and assumes all of Grantor’s responsibilities, under, the Easements.

2.3 List of Easements, Covenants and Servitudes Transferred

The parties understand and acknowledge that the County does not have a full, comprehensive and complete list of each and every Easement transferred to the City by this Transfer Document. However, a list of known Easements transferred to the City of this Transfer Document is attached hereto as Exhibit C.

3. TRANSFER OF PERSONAL PROPERTY

3.1 Description of Facilities Transferred

As used in this Transfer Document, the phrase “facilities and equipment owned or used by the County for purposes of stormwater and/or surface water management” shall include by way of illustration and by way of limitation, tangible personal property used for any one or more of the following stormwater and/or surface water management purposes: (i) catch basins; (ii) drains, pipes or other tangible drainage facilities; (iii) conveyance pipes or other tangible conveyance facilities; (iv) detention or retention ponds, pipes or vaults; (v) infiltration equipment, facilities and/or other tangible infiltration systems; (vi) water quality treatment or storage facilities; (vii) equipment facilities and other tangible systems for monitoring stormwater and/or surface water; (viii) fences, gates or other devices for protection or securing any of the foregoing; and/or (iv) other personal property related to or used in connection with any of the foregoing.

3.2 Transfer of Facilities

KNOW ALL MEN BY THESE PRESENTS, that SNOHOMISH COUNTY, a political subdivision of the State of Washington, in fulfillment of the covenants set forth in the Annexation Agreement, in consideration of the mutual covenants contained in this Transfer Document and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, transfers and conveys unto the CITY OF LAKE STEVENS, a municipal corporation of the State of Washington, all facilities and equipment owned or used by the County for the purposes of stormwater and/or surface water management that are located within the Annexation Area as described on Exhibit B to this Transfer Document. The facilities and equipment transferred to the City pursuant to this Section 3.2 shall hereinafter collectively be referred to as the “Facilities.” The Facilities are transferred to the City, and the City accepts the Facilities, in their current condition, “AS-IS, WHERE-IS,” with all faults and defects known and unknown, and without any representations or warranties of any kind, either expressed or implied.

3.3 List of Facilities Transferred

The parties understand and acknowledge that the County does not have a full, comprehensive and complete list of each and every Facility transferred to the City by this Transfer Document. However, a list of the known Facilities transferred to the City by this Transfer Document is attached hereto as Exhibit D.

4. INDEMNIFICATION

4.1 Indemnification by the County

The County shall indemnify, defend and hold the City harmless from and against any and all claims, demands, liabilities, costs, damages or expenses (including attorneys’ fees, charges and expenses) which may be asserted against the City due to or arising out of any acts, omissions or other events occurring on or related to the Easements and/or the Facilities prior to the Effective Date, except to the extent the same are caused by the negligence or willful misconduct of the City.

4.2 Indemnification by the City

The City shall indemnify, defend and hold the County harmless from and against any and all claims, demands, liabilities, costs, damages or expenses (including attorneys' fees, charges and expenses) which may be asserted against the County due to or arising out of any acts, omissions or other events occurring on or related to the Easements and/or the Facilities from and after the Effective Date, except to the extent the same are caused by the negligence or willful misconduct of the County.

5. INTERPRETATION SEVERABILITY

This Transfer Document shall be governed by, and construed in accordance with, the laws of the State of Washington. If any provision of this Transfer Document shall be held by a court competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Transfer Document shall not be affected thereby. The captions and headings in this Transfer Document are used only for convenience and are not intended to affect the interpretation of the provisions of this Transfer Document. This Transfer Document and each of the terms and provisions of it are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Transfer Document shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

6. EXHIBITS

The following Exhibits, which are attached to this Transfer Document, are incorporated herein and by this reference made a part of this Transfer Document:

- EXHIBIT A - Map Depicting Annexation Area
- EXHIBIT B - Legal Description of Annexation Area
- EXHIBIT C - List of Known Easements
- EXHIBIT D - List of Known Facilities

7. ATTORNEYS' FEES

If with party to this Transfer Document institutes a legal action, arbitration proceeding or other dispute resolution mechanism with respect to or arising out of this Transfer Document, the losing party shall reimburse the prevailing party for all reasonable attorneys' fees (including court costs and disbursements and/or arbitrator's fees, as applicable) that the prevailing party incurred in such action or proceeding, including any trial and appeal.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the County and the City have executed this Transfer Document as of the day and year first above written.

COUNTY:

Snohomish County,
a political subdivision of the
State of Washington

By: Steven Tease

Name: STEVEN TEASE

Title: PROPERTY OFFICER

CITY:

City of Lake Stevens
a municipal corporation of the
State of Washington

By: Brett Bradley

Name: Brett Bradley

Title: Mayor

Approved as to Form:

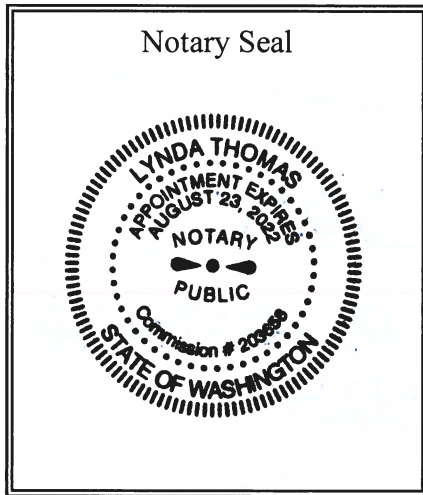
Rebecca J. Guadamud 12-15-2021
Deputy Prosecuting Attorney

[The remainder of this page is intentionally left blank]

STATE OF WASHINGTON)
 : §
COUNTY OF SNOHOMISH)

On this 14th day of January, 2022, before me personally appeared Steven Tease, to me known to be the Property Officer, 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 he was duly qualified and acting as said officer or member of the political subdivision, and that he 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.

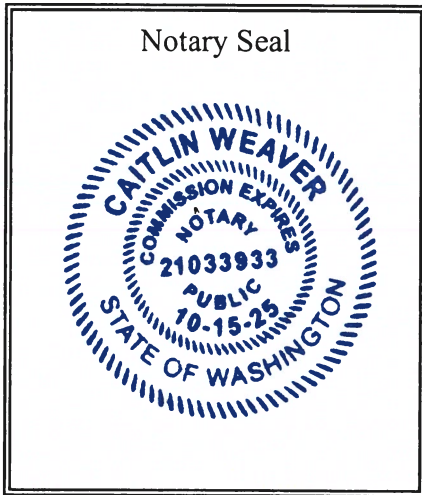


Signature: Lynda Thomas
Notary (print name) Lynda Thomas
Notary Public in and for the State of Washington,
residing at Snohomish County
My commission expires 8/23/2022

STATE OF WASHINGTON)
 : §
COUNTY OF SNOHOMISH)

On this 1 day of February, 2021, before me personally appeared Brett Gailey, to me known to be the _____, of the City of Lake Stevens, 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 he was duly elected, qualified and acting as said officer or member of the political subdivision, and that he 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.

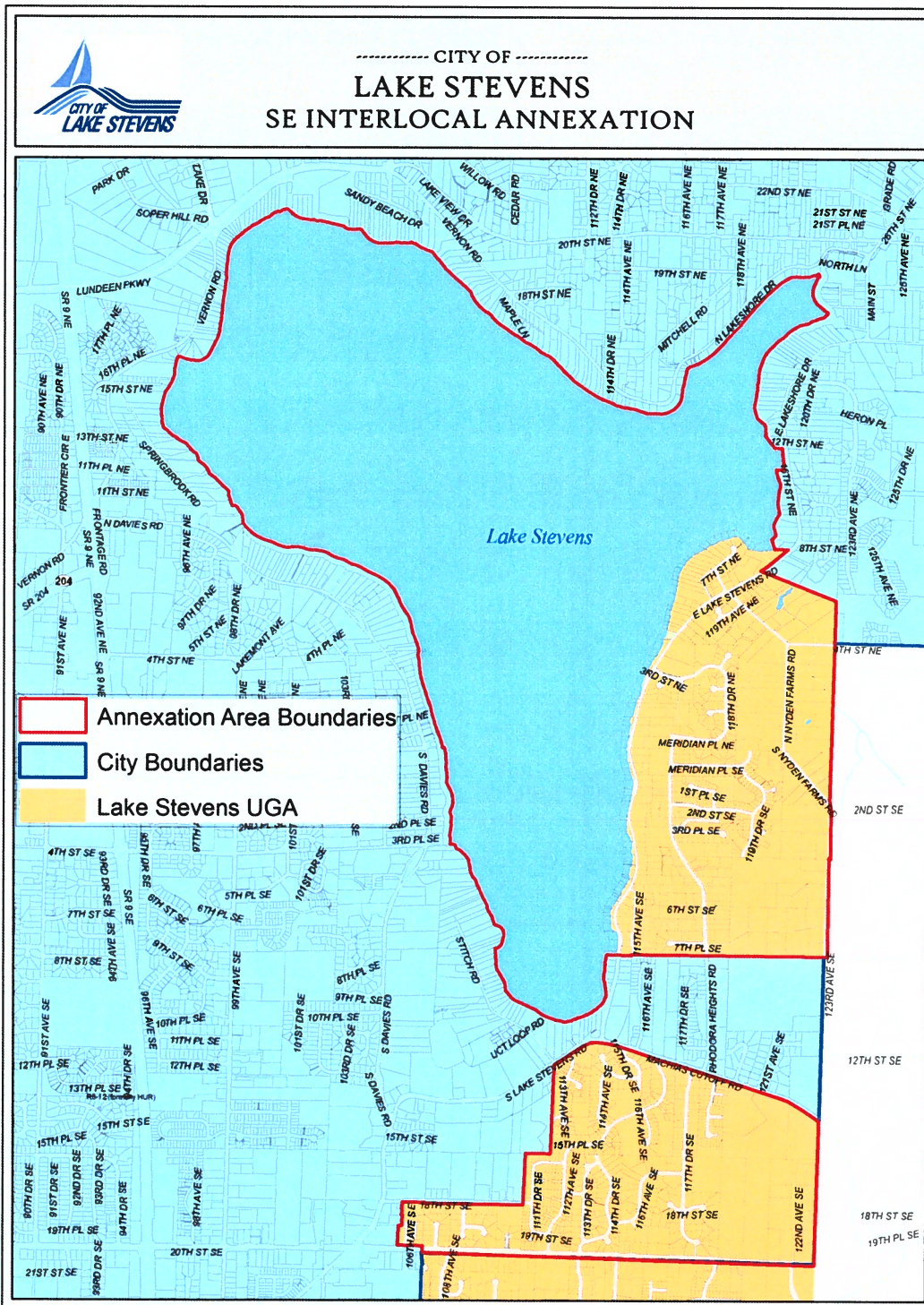


Signature: [Handwritten Signature]
Notary (print name) Caitlin Weaver
Notary Public in and for the State of Washington,
residing at 8214 23rd PL NE Lake Stevens, WA 98258
My commission expires 10/15/25

EXHIBIT A
Map Depicting Annexation Area

[See Attached]

EXHIBIT A – Southeast UGA Annexation Map



INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE STEVENS,
 SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT
 CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND
 THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296 - 12

EXHIBIT B

Legal Description of Annexation Area

(See Attached)

EXHIBIT B – Legal Descriptions

CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION UGA AREA (NORTH)

Those portions of Section 7, Southwest quarter of Section 8, Section 17, Section 18, the Northeast quarter of Section 19, and the Northwest quarter and Northeast quarter of Section 20, all in Township 29 North, Range 6 East, W.M., and those portions of Section 12, and the Northeast quarter of Section 13, all in Township 29 North, Range 5 East, W.M., all in Snohomish County, Washington, described as follows:

Beginning at the intersection of the south line of the Southwest quarter of said Section 17 and the Easterly right of way of 123rd Ave SE;

Thence Northerly along said east right of way, 695 feet plus or minus, to the southerly right of way of 2nd Street SE;

Thence Northwesterly, 54 feet plus or minus, to the northerly right of way of 2nd Street SE and its intersection with the east line of the Southwest quarter of said Section 17;

Thence Northerly along the east line of the Southwest quarter of said Section 17, 2115 feet plus or minus, to the Southeast corner of the Northwest quarter of said Section 17;

Thence continuing Northerly along the east line of the Northwest quarter of said Section 17, 610 feet plus or minus, to the south line of Tract 501 of The Reserve at Lake Stevens Division No. 5 as recorded under recording number 9711135006;

Thence Northwesterly along said south line of Tract 501 and extended to the westerly Right of Way of E Lake Stevens Rd, 1094 feet plus or minus, which is also the south line of Tract 999 of Cedar Cove as recorded under recording number 8302175001;

Thence Northeasterly along the westerly right-of-way of E Lake Stevens Rd, 467 feet plus or minus, to the north line of said Tract 999 of Cedar Cove;

Thence Northwesterly along the said north line of Tract 999, 315 feet plus or minus, to the Second class Shoreland and Navigable Boundary of Lake Stevens as conveyed by the State of Washington;

Thence Northerly, Westerly, Southerly, Easterly, Northerly along the said navigable boundary of said Lake Stevens and the existing city limits of the City of Lake Stevens (said navigable boundary also referred to as mean low water, the shore of, the navigable boundary of shorelands, second class shorelands and westerly limit of shorelands) approximately 30,000 feet plus or minus, to a point of a line lying 1,356.3 feet southerly of the north line of the northeast quarter of said Section 19;

Thence Easterly along the line lying 1,356.3 feet southerly of the north line of the northeast quarter of said Section 19, 333 feet plus or minus, to the east line of said Section 19 and the west line of Lot 13 of North Star Plat as recorded under recording number 201411240384;

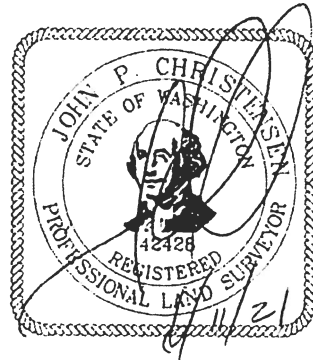
Thence Northerly along the east line of said Section 19, 12 feet plus or minus, to the South line of the North half of the Northwest quarter of Section 20;

Thence Easterly along the said south line of the North half, 2617 feet plus or minus, to the east line of the said Northwest quarter of Section 20;

Thence Easterly 30 feet plus or minus, to the Easterly right of way of 123rd Ave SE;

Thence Northerly along said east right of way, 1316 feet plus or minus, to the True Point of Beginning.

This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evans and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.



A PORTION OF SEC 12 & 13, TWP 29 N, RGE 5 E, W.M.
 AND SEC 7, 8, 17, 18, 19, & 20, TWP 29 N, RGE 6 E, W.M. IN SNOHOMISH COUNTY, WA.

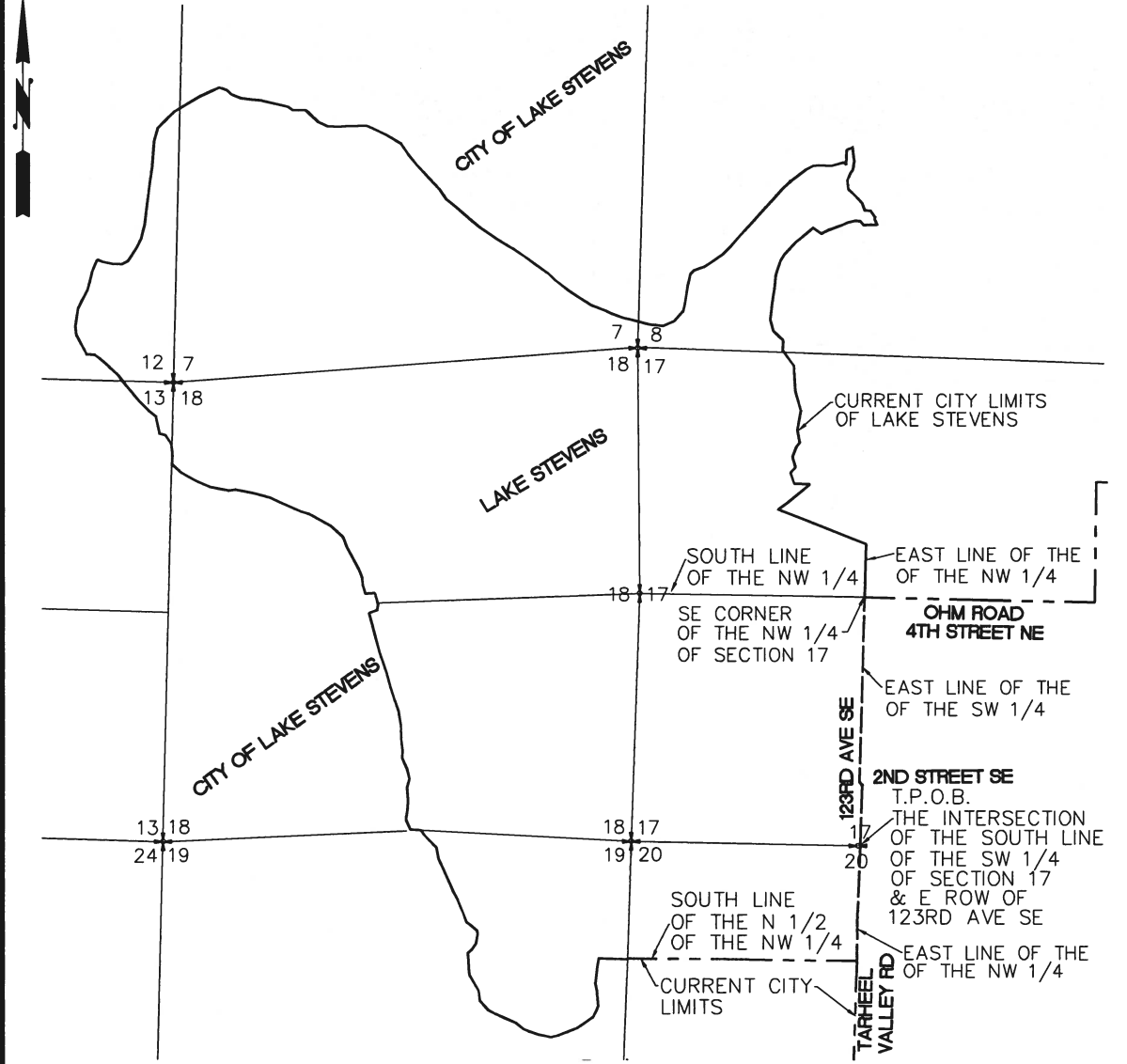


EXHIBIT "A"
 CITY OF LAKE STEVENS
 ANNEXATION
 LEGAL DESCRIPTION

CHS ENGINEERS
 12507 Bel-Red RD., Suite 101,
 Bellevue, WA 98005
 www.chsengineers.com
 Ph: 425-637-3693

Drawn by JPC Project # 372004
 Checked by RL Date 06-11-21

Scale
 1" = 2000'

Sheet
 1 / 1

**CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION
UGA AREA (SOUTH)**

Those portions of the Northeast quarter, Southeast quarter and the Southwest quarter of Section 19, the Northwest quarter, Southwest quarter and the Southeast quarter of Section 20, the Northwest quarter of Section 29, and the Northeast quarter of Section 30, all in Township 29 North, Range 6 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 20;

Thence northerly along the east line of the southwest quarter of said Section 20, 1392 feet plus or minus, to the South line of the North half of the Southwest quarter of said Section 20;

Thence easterly, 30 feet plus or minus, to the easterly right of way of 123rd Ave SE;

Thence northerly along the easterly right of way of 123rd Ave SE, 468 feet plus or minus, to its intersection with the southerly right of way of Machias Cutoff and the existing city limits of the City of Lake Stevens;

Thence northwesterly along the southerly right of way of Machias Cutoff, 3360 feet plus or minus, to its intersection with southerly right of way of S Lake Stevens Rd and following along the existing city limits of the City of Lake Stevens;

Thence southwesterly along the southerly right of way of S Lake Stevens Rd, 560 feet plus or minus, to the west line of Mission Ridge Division No 3 as recorded under recording number 200212185001;

Thence southerly along the said west line, 1192 feet plus or minus, to the north line of Mission Ridge Division No. 2 as recorded under recording number 200101035002;

Thence westerly along the said north line, 339 feet plus or minus, to the west line of said Mission Ridge Division No. 2;

Thence southerly along the said west line, 687 feet plus or minus, to the southerly right of way of 18th Street SE;

Thence westerly along the southerly right of way of 18th Street SE, 1625 feet plus or minus, to the east line of the West 75 feet of the East 375 feet of Lot 2 of Ideal Garden Tracts as recorded under Volume 7 of plat, page 33;

Thence southerly along the east line West 75 feet of the East 375 feet of said Lot 2, 120 feet plus or minus, to the south line of the North 187 feet of said Lot 2;

Thence easterly along the south line of said North 187 feet of Lot 2, 20 feet plus or minus, to the west line of Lot 19 of Silver Leaf Condominium as recorded under recording number 200510175207;

Thence southerly along the west line of said Lot 19 and the west line of Common Element A, 180 feet plus or minus, to the north line of Lot 25 of said Silver Leaf Condominium;

Thence westerly along the said north line, 44 feet plus or minus, to the west line of said Silver Leaf Condominium;

Thence southerly along the said west line, 315 feet plus or minus, to the northerly right of way of 20th Street SE;

Thence easterly along the said northerly right of way, 335 feet plus or minus, to the west line of the Southeast quarter of said Section 19;

Thence southerly along the west line of said Southeast quarter, 60 feet plus or minus to the southerly right of way of 20th Street SE

Thence easterly along the said southerly right of way, 5324 feet plus or minus, to the west line of Cascade Acres Division A as recorded under Volume 25 of plats, Page 6 and 7;

Thence northerly along said East line, 30 feet plus or minus, to the south line of said Section 20 and the True Point of Beginning.



This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evans and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.



A PORTION OF SEC 19, 20, 29 & 30 TWP 29 N, RGE 6 E, W.M. IN SNOHOMISH COUNTY, WA.

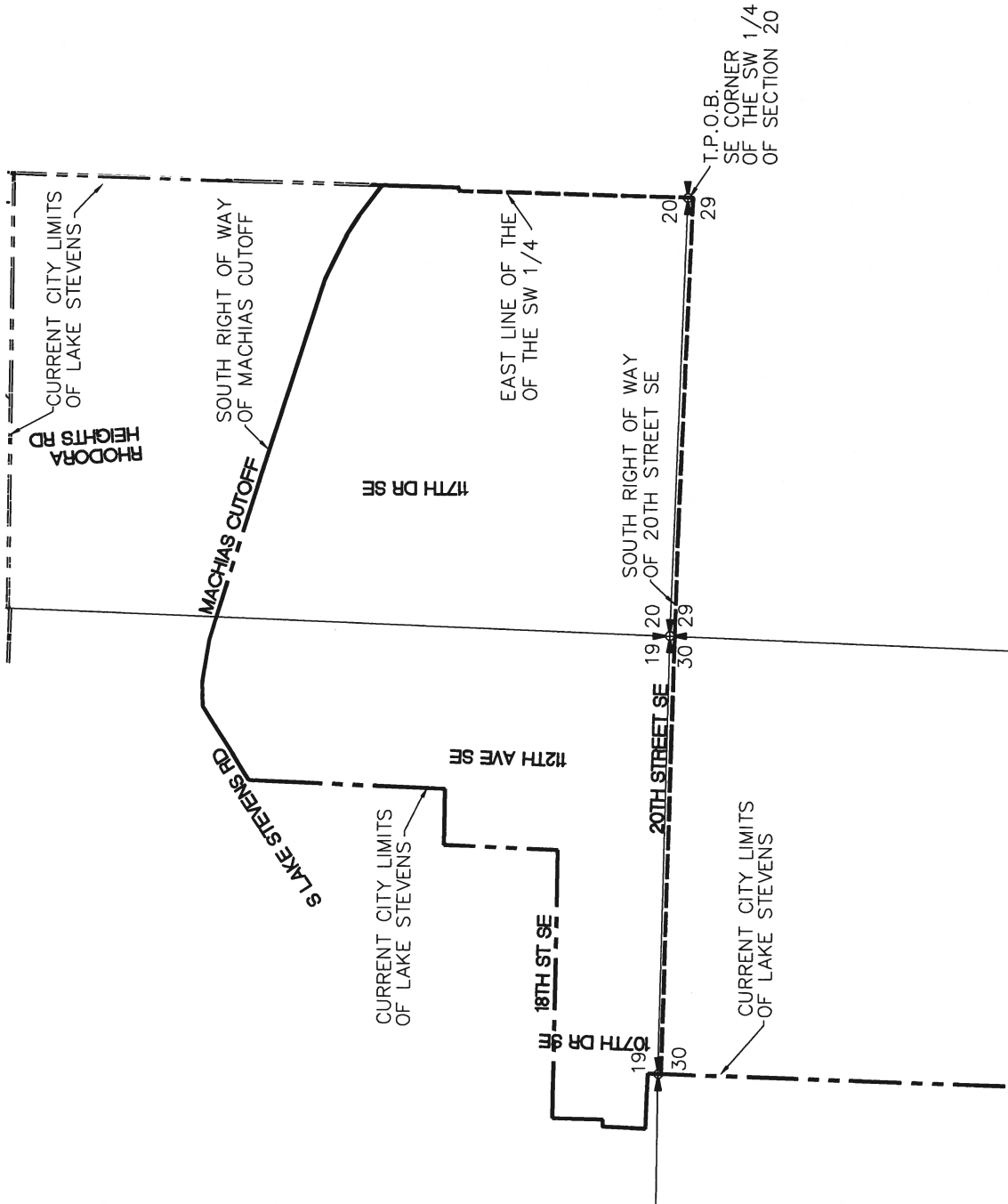


EXHIBIT "A"
 CITY OF LAKE STEVENS
 ANNEXATION
 LEGAL DESCRIPTION



CHS
ENGINEERS

12507 Bel-Red RD., Suite 101,
 Bellevue, WA 98005
 www.chsengineers.com
 Ph: 425-637-3693

Scale
 1"=1000'

Drawn by JPC Project # 372004

Checked by RL Date 06-22-20

Sheet
 1 / 1

EXHIBIT C

**List of Known Easements
Lake Stevens - SE Interlocal Annexation Area**

Drainage Easement – UGA Area (North)	Recording Date	Auditor’s File Number
Plat of Lakeside Manor Facility ID – 1890 and 1891	August 14, 1991	9108145004
Facility ID – 2724	May 5, 1978	7805050385
Alteration Plat of Eastlake Park Facility ID – 3599, 3600, and 3634	April 23, 1993	9304235004
Plat of Lakeview Estates Facility ID - 815	March 19, 1997	9703195002
Facility ID – 2641	March 9, 2007	200703095006
Facility ID – 1736, 1737, and 2323	March 27, 2002	200203270516
Drainage Easement – UGA Area (South)	Recording Date	Auditor’s File Number
Plat of Harmony Woods Facility ID – 173, 175, 176, 177 and 3595	May 27, 1992	9205275001
Plat of Karla-J Facility ID – 239	March 5, 1979	7903050236
Facility ID - 1406	May 31, 2000	200005310501

Facility ID – 1999	May 27, 2005	200505270691
Facility ID – 1551	December 18, 2001	200112185001
Facility ID - 178	(unknown)	(unknown)
Facility ID - 3347	(unknown)	(unknown)

EXHIBIT D
List of Known Facilities

Drainage Facility – UGA Area (North):

Facility ID #429

Facility ID# 430

Facility ID# 1890

Facility ID# 1891

Facility ID# 2724

Facility ID# 3599

Facility ID# 3600

Drainage Facility – UGA Area (South):

Facility ID# 173

Facility ID# 175

Facility ID# 176

Facility ID# 177

Facility ID# 239

Facility ID# 3595