

SNOHOMISH COUNTY COUNCIL
PUBLIC HEARING PACKET

**ORDINANCE 21-022 AN ORDINANCE VACATING A PORTION OF 119TH ST
SW A SNOHOMISH COUNTY ROAD RIGHT-OF-WAY**

ECAF: 2021-0147

Date/Time: Wednesday, May 19, 2021, at 10:30 a.m.

Staff Person: Jim Martin

DPA:

EXHIBIT LIST

Click on Exhibit # to view document.

Exhibit #	Date	Exhibit Description
1	4/15/21	Council Staff Report
2	4/12/21	ECAF Received
3	4/13/21	Ordinance Introduction Sheet Signed
4		Background
5		County Engineer's Report

After Recording Return To:
Clerk of the Council
Snohomish County Council
3000 Rockefeller Avenue – M/S 609
Everett, WA 98201

In the matter of: 119th St SW Right of Way Vacation

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

ORDINANCE NO. 21-022

AN ORDINANCE VACATING A PORTION OF 119th St SW
A SNOHOMISH COUNTY ROAD RIGHT-OF-WAY

WHEREAS, on July 18, 2018, Solstice Management LLC and JERD Investments LLC (the Petitioners) submitted a petition pursuant to RCW 36.87.020 and SCC 13.100.030, to vacate and abandon a portion of 119th St SW, a Snohomish County road right-of-way; and

WHEREAS, the County Road Engineer, pursuant to RCW 36.87.040 and SCC 13.100.040, prepared a report examining the road right-of-way proposed to be vacated and abandoned; and

WHEREAS, the County Road Engineer has determined that all criteria to vacate and abandon a portion of 119th St SW exist and recommends that said county road right-of-way be vacated and abandoned; and

WHEREAS, on this ____ day of _____, 20____, pursuant to RCW 36.87.060 and SCC 13.100.060, the County Council held a public hearing to consider the County Road Engineer's report and to hear public testimony;

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The Snohomish County Council ("County Council") adopts and incorporates the foregoing recitals as findings as if set forth fully herein.

Section 2. The County Council further finds that the County road right-of-way described in Exhibit A and depicted in Exhibit B, both attached to this ordinance and incorporated herein by reference, is useless for County road purposes and the public will be benefited by its vacation.

Section 3. The County Council finds that the portion of the County road right-of-way described and depicted in the attached exhibits are vacated upon satisfaction of the terms and conditions contained in this ordinance.

Section 4. Under Chapter 36.87 RCW and Chapter 13.100 SCC, the vacation of the county road right-of-way granted herein shall not take effect unless within one year of the date this ordinance is passed by the County Council, DPW files a certification with the Clerk of the Council stating the Petitioners have paid all itemized costs and expenses of the proceedings enumerated by the Department of Public Works under SCC 13.100.070 and this Ordinance has been recorded

Section 5. Under Chapter 36.87 RCW and Chapter 13.100 SCC, the vacation of the County road right-of-way granted herein shall not take effect unless within one year of the date this ordinance is passed by the County Council the Petitioners have paid the County for the value of the road right-of-way vacated according to the schedule set forth in SCC 13.100.080. The road right-of-way is classified as Class C under SCC13.100.040(7)(d), and therefore under SCC 13.100.085 the Petitioners are required to compensate the County 50-percent of the appraised value (\$58,093.00) which equals \$29,046.50.

Section 6. The Petitioners shall grant and record an easement to the County over the vacated road right-of-way for utilities and for the benefit of the County for the construction, repair and maintenance of public utilities and services within the road right-of-way as provided in RCW 36.87.40 and SCC 13.100.100.

Section 7. The Petitioner, JERD Investments, LLC, shall grant and record an access easement to Lot 126 of the Plat of Paine Field No. 3 (PPF3) over the north 20 feet of the south half of the vacated ROW and Lot 125PPF over the north 20 feet of the south half of the vacated ROW adjacent to Lot 124 PPF3

Section 8. Upon the Clerk of the County Council receiving confirmation from the Department of Public Works that the Petitioners have made timely and full payment as required by Chapter 36.87 RCW and Chapter 13.100 SCC, this ordinance shall be recorded and become effective. In the event the Petitioners fail to make payment of the compensation required within one year of the date this ordinance is passed by the County Council, this ordinance shall automatically become void and have no further force or effect.

Passed this day _____ of _____ 2021

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Stephanie Wright, Chairperson

ATTEST:

Assistant Clerk of the Council

- () APPROVED
- () EMERGENCY
- () VETOED

County Executive

Date

ATTEST:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

After recording return document to:

Snohomish County Public Works
Engineering Services – Right-of-Way
3000 Rockefeller Ave, Admin E Bldg, M/S 607
Everett, WA 98201-4046

EASEMENT FOR UTILITIES AND SERVICES

The undersigned JERD Investments LLC, a Washington Limited Liability Company, Grantor, its heirs, successors and assigns (hereinafter together referred to as "Grantor"), for mutual considerations and benefits, hereby convey(s) and grant(s) to **Snohomish County**, a political subdivision of the State of Washington, its successors and assigns, Grantee, on the property as described in Exhibit A,

Tax Parcel # _____

Abbreviated Legal Description: THAT PORTION OF LAND IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 28 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN IN SNOHOMISH COUNTY WASHINGTON

a permanent non-exclusive easement for a public use and for public utilities and services to the property over, across, along, in, upon, and under the property described in Exhibit A and shown on the map of Exhibit B, said easement being for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing, and using any and all utilities such as , water, sewer, electrical, gas, and cable utilities, together with the right of ingress to and egress from said described property for the foregoing purposes. Grantee may convey a permit or franchise to a utility purveyor to effectuate the intent of this easement.

The Grantor does hereby and Grantee, by accepting and recording this Easement, mutually covenant and agree as follows:

1. Grantee shall, if the above-described property is disturbed by the maintenance, removal, repair, or replacement of the facilities specified herein, ensure restoration of the surface of the above-described property to substantially the same condition in which it existed at prior to the commencement of said maintenance, removal, repair, or replacement.

2. Grantee shall protect and save harmless Grantor from and against any and all claims, demands, loss, damage, expense, and liability of every kind and description and for any damage to, loss, or destruction of property suffered by Grantor, Grantor's heirs, successors, assigns, or by any persons, firms, or corporations because of the maintenance, removal, repair, operation, or replacement of said facilities.
3. All right, title and interest which may be used and enjoyed without interfering with the easement rights herein conveyed are reserved to the Grantor. The construction, installation, or maintenance, after the date of this Agreement, however, of structures of a permanent nature
 - a. Within the above described permanent easement
 - b. Outside the aforementioned easements but intruding into the easement so as to interfere with maintenance, removal, repair, or replacement of the facility, shall be deemed an encroachment with said easement rights and, as to such structures, the provisions of Paragraphs 1 and 2 shall not apply; further, Grantor, Grantor's heirs, successors, and assigns shall be obligated to remove said encroachments at Grantor's, Grantor's heirs', and successors' and assigns' expense.
4. Grantor covenants that Grantor shall not install, allow or maintain trees, plantings, or vegetation (collectively "vegetation") within the easement after the date of this Agreement to the extent such vegetation limits District's access to the easements or Grantee's ability to maintain or repair the utility. In the event Grantor fails to satisfy this covenant, Grantor shall promptly remove such vegetation upon demand of Grantee or Grantee may remove such vegetation without notice to Grantor. As to such vegetation, Paragraphs 1 and 2 above shall not apply.
5. Grantor covenants that no digging, tunneling, or other form of construction activity shall be done on the easement or on Grantor's property which would disturb or damage the Facility unearth or undermine Grantee's Facility or endanger the lateral support to the Facility.
6. The Grantor grants to the Grantee and to those acting under the Grantee the use of such additional area immediately adjacent to the easement as shall be required for the

installation, operation, maintenance, and repair of the Facility; provided that such additional area shall be held to a minimum and returned to its original state by the Grantee.

- 7. The covenants and agreements herein are intended to and shall run with the land and shall benefit and bind the parties hereto as well as their respective heirs, successors, and assigns.

APPROVED AS TO FORM:
Snohomish County Public Works
Engineering Services – Right-of-Way

Printed Name Title

S i g n a t u r e D a t e

GRANTOR – CORPORATE / PARTNERSHIP

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Erlend Millikan is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the managing member of JERD Investments LLC to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

PLACE NOTARY STAMP HERE	Dated	
	Notary Public in and for the State of Washington residing at	_____
	My Appointment Expires	_____

EXHIBIT 'A'

LEGAL DESCRIPTION OF SUBJECT PROPERTY

THAT PORTION OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 28 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF 119TH STREET SOUTHWEST LYING NORTH OF TRACTS 124 AND 125, PAINE FIELD NUMBER 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGES 110 AND 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 127,
THENCE ALONG THE SOUTH LINE OF SAID TRACT 127 NORTH 89°45'14" WEST 2.66 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 45.50 FEET;
THENCE WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 108°20'16", A DISTANCE OF 86.03 FEET TO THE NORTH LINE OF SAID TRACT 124 AND A POINT OF NON-TANGENCY;
THENCE ALONG SAID NORTH LINE SOUTH 89°45'14" EAST 45.60 FEET TO THE NORTHEAST CORNER OF SAID TRACT 124;
THENCE NORTH 00°14'35" EAST 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7525 SQUARE FEET, OR 0.17 ACRES, MORE OR LESS.

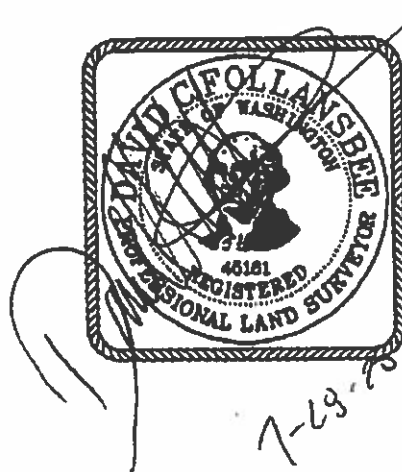
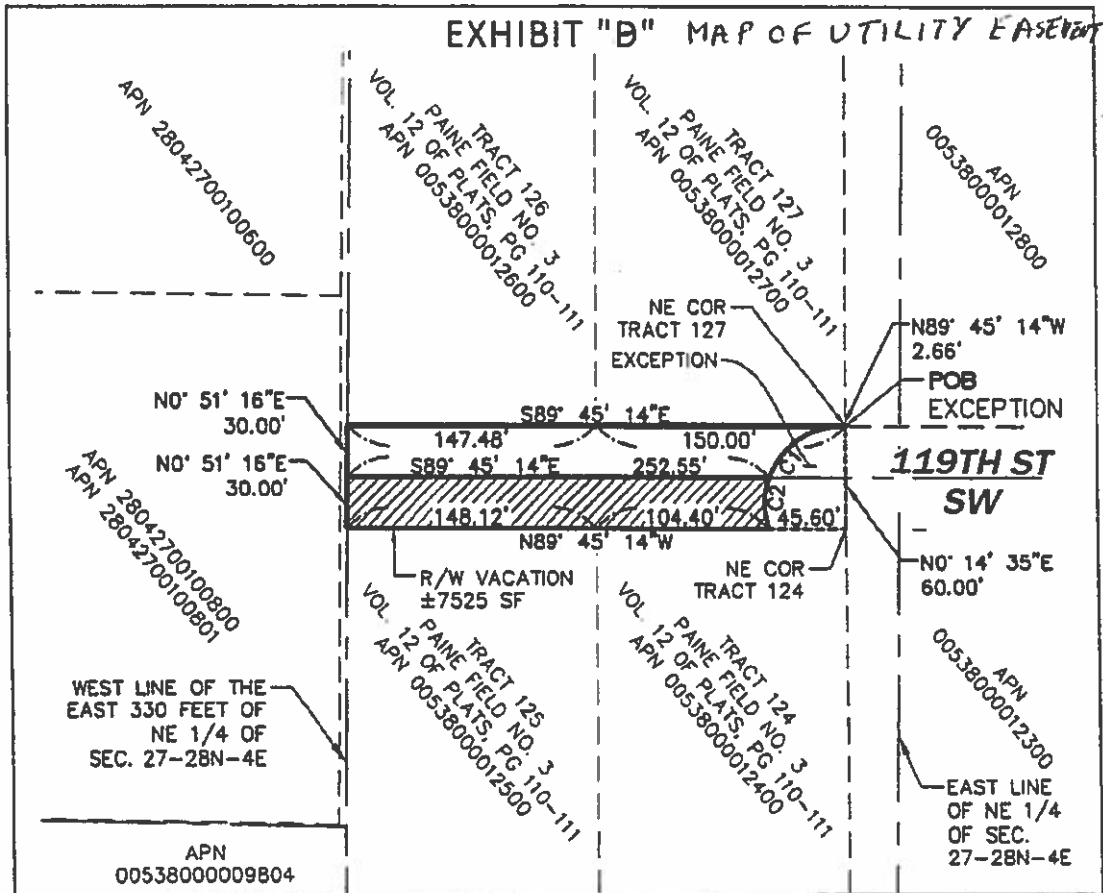


EXHIBIT "B" MAP OF UTILITY EASEMENT



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	55.46	45.50	69°50'15"	S55° 04' 53"W	52.09
C2	30.57	45.50	38°30'01"	S0° 54' 45"W	30.00

SEE EXHIBIT A FOR LEGAL DESCRIPTION



JOB NO: 2120788 7/20/20
 RIGHT-OF-WAY VACATION
 LEGAL BY: SAR EXHIBIT BY: SAR
 NE 1/4, NE 1/4, S27, T28N, R04E
 w:\edekpro\2012\2120788\2120788 rw vacation.dwg



2215 North 30th Street,
 Suite 300,
 Tacoma, WA 98403
 253.383.2422 TEL
 253.383.2572 FAX

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

After recording return document to:

Snohomish County Public Works
Engineering Services – Right-of-Way
3000 Rockefeller Ave, Admin E Bldg, M/S 607
Everett, WA 98201-4046

EASEMENT FOR UTILITIES AND SERVICES

The undersigned Solstice Management LLC, a Washington Limited Liability Company, Grantor, its heirs, successors and assigns (hereinafter together referred to as "Grantor"), for mutual considerations and benefits, hereby convey(s) and grant(s) to **Snohomish County**, a political subdivision of the State of Washington, its successors and assigns, Grantee, on the property as described in Exhibit A,

Tax Parcel # _____

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a permanent non-exclusive easement for a public use and for public utilities and services to the property over, across, along, in, upon, and under the property described in Exhibit A and shown on the map of Exhibit B, said easement being for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing, and using any and all utilities such as , water, sewer, electrical, gas, and cable utilities, together with the right of ingress to and egress from said described property for the foregoing purposes. Grantee may convey a permit or franchise to a utility purveyor to effectuate the intent of this easement.

The Grantor does hereby and Grantee, by accepting and recording this Easement, mutually covenant and agree as follows:

1. Grantee shall, if the above-described property is disturbed by the maintenance, removal, repair, or replacement of the facilities specified herein, ensure restoration of the surface of the above-described property to substantially the same condition in which it existed at prior to the commencement of said maintenance, removal, repair, or replacement.

2. Grantee shall protect and save harmless Grantor from and against any and all claims, demands, loss, damage, expense, and liability of every kind and description and for any damage to, loss, or destruction of property suffered by Grantor, Grantor's heirs, successors, assigns, or by any persons, firms, or corporations because of the maintenance, removal, repair, operation, or replacement of said facilities.
3. All right, title and interest which may be used and enjoyed without interfering with the easement rights herein conveyed are reserved to the Grantor. The construction, installation, or maintenance, after the date of this Agreement, however, of structures of a permanent nature
 - a. Within the above described permanent easement
 - b. Outside the aforementioned easements but intruding into the easement so as to interfere with maintenance, removal, repair, or replacement of the facility,shall be deemed an encroachment with said easement rights and, as to such structures, the provisions of Paragraphs 1 and 2 shall not apply; further, Grantor, Grantor's heirs, successors, and assigns shall be obligated to remove said encroachments at Grantor's, Grantor's heirs', and successors' and assigns' expense.
4. Grantor covenants that Grantor shall not install, allow or maintain trees, plantings, or vegetation (collectively "vegetation") within the easement after the date of this Agreement to the extent such vegetation limits Grantee's access to the easements or Grantee's ability to maintain or repair the utility. In the event Grantor fails to satisfy this covenant, Grantor shall promptly remove such vegetation upon demand of Grantee or Grantee may remove such vegetation without notice to Grantor. As to such vegetation, Paragraphs 1 and 2 above shall not apply.
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6. The Grantor grants to the Grantee and to those acting under the Grantee the use of such additional area immediately adjacent to the easement as shall be required for the

installation, operation, maintenance, and repair of the Facility; provided that such additional area shall be held to a minimum and returned to its original state by the Grantee.

7. The covenants and agreements herein are intended to and shall run with the land and shall benefit and bind the parties hereto as well as their respective heirs, successors, and assigns.

APPROVED AS TO FORM:
 Snohomish County Public Works
 Engineering Services – Right-of-Way

Printed Name Title

S i g n a t u r e D a t e

GRANTOR – CORPORATE / PARTNERSHIP

STATE OF WASHINGTON)
) ss.
 COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Tuanhai Hoang is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Solstice Management LLC to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

PLACE NOTARY STAMP HERE	Dated _____	
	Notary Public in and for the State of Washington residing at _____	
My Appointment Expires _____		_____ _____

EXHIBIT 'A'

LEGAL DESCRIPTION OF SUBJECT PROPERTY

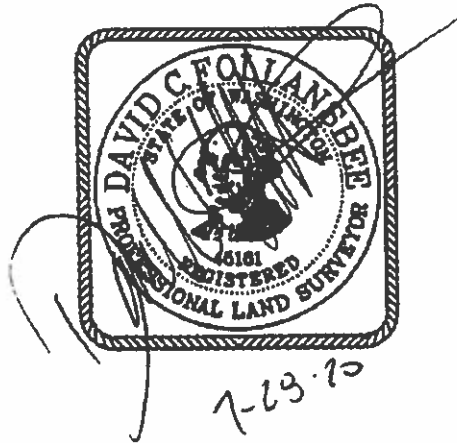
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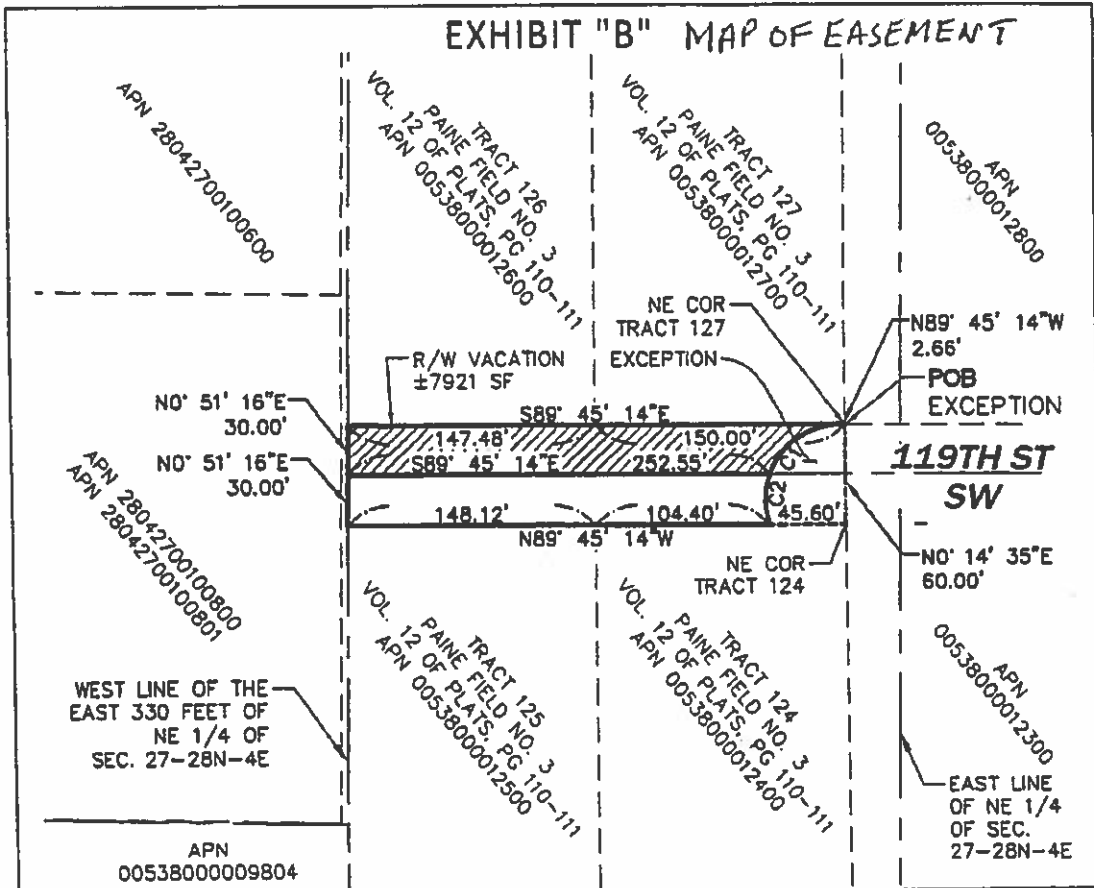
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THENCE NORTH 00°14'35" EAST 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7921 SQUARE FEET, OR 0.18 ACRES, MORE OR LESS.



AWWD UTILITY EASEMENT ON-SITE
PAGE 4 OF 5

EXHIBIT "B" MAP OF EASEMENT



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
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SEE EXHIBIT A FOR LEGAL DESCRIPTION



JOB NO. 2120788 7/20/20
 RIGHT-OF-WAY VACATION
 LEGAL BY: SAR EXHIBIT BY: SAR
 NE 1/4, NE 1/4, S27, T28N, R04E
 w:\edakpro\2012\2120788\2120788 rw vacation.dwg



2215 North 30th Street,
 Suite 300,
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Committee: Public Works
ECAF: 2021-0147
Proposal: Ord 21-022

Analyst: Jim Martin
Date: April 15, 2021

Consideration:

Ordinance vacating a portion of 119th St SW, a Snohomish County Road right-of-way.

Background

On July 18, 2018, Solstive Management LLC and JERD Investments LLC submitted a petition to vacate and abandon a portion of 119th St SW.

Current Proposal

The County Engineer has determined that it is in the best interest of the general public and recommends the vacation and abandonment of the subject ROW. Approval by ordinance is sought from council to authorize the ROW vacation. In accordance with RCW 36.87.040 and SCC 13.100.040, the county engineer prepared a report examining the petitioned ROW that includes the following findings:

1. The public will be benefited by the vacation of that portion of 119th Street SW located to the west of the constructed cul-de-sac, as it is not needed for the County's current or planned transportation system.
2. The Petitioners' real property taxes will be amended to reflect the value added by the vacation of the County road abutting their property.
3. 119th Street SW is an opened, constructed and paved road which the County maintains for 2,017 feet west of the intersection with Alexander Road. The portion of ROW proposed to be vacated, solely provides parking for, and access to, the Petitioners' properties and is useless for public road purposes. The public will be benefited by no longer being obligated to maintain this portion of 119th Street SW.
4. It is not advisable to preserve any portion of the County ROW proposed to be vacated for the County transportation system of the future, because commercial development immediately to the west prevents any connection to other County roads.
5. 119th Street SW does not abut a body of saltwater or freshwater.
6. The County did not receive any objection from any party opposing the proposed vacation.
7. Inquiries to the local utilities revealed that Alderwood Water and Wastewater Management have an existing water main and sewer line in that section of the proposed ROW vacation, PUD has electrical facilities within the ROW, PSE has gas main and service on the south side of 119th Street SW, and Comcast Cable has potential fiber optic crossing to serve the building to the south. (See Exhibit 15, AWWD, Exhibit 16, PUD, Exhibit 17 PSE and Exhibit 18 Comcast)
8. RCW 36.87.140 and SCC 13.100.100 allow the County to retain an easement in respect to the vacated ROW for the construction, repair, and maintenance of utilities and services. It is recommended that an easement be retained for all utilities within the ROW of 119th Street SW for the construction, repair and maintenance of public utilities and services.
9. JERD Investments, LLC shall provide an access easement to Lot 126 of the Plat of Paine Field No. 3 over the north 20 feet of the south half of the vacated ROW,

and Lot 125 PPF3 over the north 20 feet of the south half of the vacated ROW adjacent to Lot 124 PPF3.

10. DPW determined the fair market value of that portion of 119th Street SW petitioned to be vacated at \$58,093.00. The Petitioners have agreed to this valuation.

11. The portion of 119th Street SW petitioned to be vacated is classified as a Class C road under SCC 13.100.040(7) (d). Class C roads and ROW are those in which the County has an easement interest and public expenditures were made. Under SCC 13.100.080(2)(b), Petitioners are required to pay *fifty percent* of the appraised value, as determined by DPW, which equals **\$29,046.50**.

Duration: Under Chapter 36.87 RCW and Chapter 13.100 SCC, vacation of the opened county ROW shall not take effect unless the Petitioner pays the itemized costs and expenses of the proceedings identified in the engineer's report

Fiscal Implications: Under SCC 13.100.080(2)(b), Petitioners are required to pay *fifty percent* of the appraised value, as determined by DPW, which equals **\$29,046.50**.

2021 Budget: Yes

Future Budget Impacts: None.

Handling: NORMAL

Approved-as-to-form: Yes.

Risk Management: Yes.

Executive Recommendation: APPROVE.

Attachments: See ECAF packet.

Amendments: NONE.

Request: Move to GLS on April 28th to set time and date for a Public Hearing.



Legislation Text

File #: 2021-0147, Version: 1

Executive/Council Action Form (ECAF)

ITEM TITLE:

Ordinance 21-022, vacating a portion of 119th St SW, a Snohomish County Road Right-of-Way

DEPARTMENT: Public Works

ORIGINATOR: Maria Acuario

EXECUTIVE RECOMMENDATION: Approve

PURPOSE: Council Approval of an Ordinance to grant vacation of public road ROW.

BACKGROUND: See attached background file.

FISCAL IMPLICATIONS:

Table with 4 columns: EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU; CURRENT YR; 2ND YR; 1ST 6 YRS. Includes a TOTAL row.

Table with 4 columns: REVENUE: FUND, AGY, ORG, REV, SOURCE; CURRENT YR; 2ND YR; 1ST 6 YRS. Includes a TOTAL row.

DEPARTMENT FISCAL IMPACT NOTES: See attached Summary of Charges

CONTRACT INFORMATION:

ORIGINAL CONTRACT# AMOUNT
AMENDMENT CONTRACT# AMOUNT

Contract Period

ORIGINAL START END

AMENDMENT START _____ END _____

OTHER DEPARTMENTAL REVIEW/COMMENTS: Approved as to form by PA. Finance and Risk approval N/A.

ECAF NO.:
ECAF RECEIVED:

**ORDINANCE
INTRODUCTION SLIP**

SNOHOMISH COUNTY COUNCIL

EXHIBIT # 3

TO: Clerk of the Council

FILE Ord. 21-022

TITLE OF PROPOSED ORDINANCE:

~~~~~  
  
\_\_\_\_\_  
Councilmember Date  
~~~~~

Clerk's Action: Proposed Ordinance No. _____

Assigned to: _____ Date: _____

~~~~~  
**STANDING COMMITTEE RECOMMENDATION FORM**

On \_\_\_\_\_, the Committee considered the item and by \_\_\_\_ Consensus /  
\_\_\_\_ Yeas and \_\_\_\_ Nays, made the following recommendation:

\_\_\_\_\_ Move to Council to schedule public hearing \_\_\_\_\_

**Public Hearing Date \_\_\_\_\_ at \_\_\_\_\_**

\_\_\_\_\_ Move to Council as amended to schedule public hearing

\_\_\_\_\_ Move to Council with no recommendation

**This item \_\_\_\_ should/ \_\_\_\_ should not be placed on the Consent Agenda.**

(Consent agenda may be used for routine items that do not require public hearing and do not need discussion at General Legislative Session)

**This item \_\_\_\_ should/ \_\_\_\_ should not be placed on the Administrative Matters Agenda**

(Administrative Matters agenda may be used for routine action to set time and date for public hearings)

  
\_\_\_\_\_  
Committee Chair

- *119<sup>th</sup> Street SW* (formerly known as Cooper Road), was dedicated to the County on the Plat of Paine Field No. 3 in 1948. The County road right-of-way (ROW) is 60 feet in width, 30 feet on each side of the centerline. (Engineer's Report (ER) Exhibit 1)
- The Plat of Paine Field No. 3 is in the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 27 Township 28 Range 4. (ER Exhibit 2)
- Aerial photographs taken from 1955 to 2015 show 119<sup>th</sup> Street SW as an opened, constructed and paved road (See Exhibit 2, Aerial Photographs). In the past, the County maintained 119<sup>th</sup> Street SW for 2,017 feet west of Alexander Road to its terminus that abuts the east property line of tax parcels 28042700100801 and 28042700100800. *This vacation request concerns the most westerly 300 feet (approximately) of the County ROW ending at its western terminus.*
- The portion of the County road ROW petitioned to be vacated abuts Tracts 124, 125, 126 and 127 of the Plat of Paine Field No.3 and relates to that portion of 119<sup>th</sup> Street SW to the west of the existing cul-de-sac.
- Tracts 124 and 125 are owned by Mr. Erlend Millikan, owner of JERD Investments, LLC. (ER Exhibit 4)
- Tracts 126 and 127 are owned by Mr. Tuan Hoang Hai, owner of Solstice Management, LLC. (ER Exhibit)
- In 2006, a locked metal gate was installed across 119<sup>th</sup> Street SW just west of 26th Place West by DPW as a preventative measure to deter illegal and hazardous dumping and to ensure and protect the public's safety. At that time, the County anticipated that removal or relocation of the gate may be necessary to accommodate future development in the area.
- In 2010, a 45,500 square foot distribution warehouse known as Northshore Sheet Metal, Inc. was approved for development by Planning and Development Services (PDS) on Tracts 124 and 125 of said plat. (ER Exhibit 6)
- When the Northshore Sheetmetal facility was reviewed, the County Engineer and the County Traffic Engineer approved interim frontage improvements, in place of full frontage improvements, along 119<sup>th</sup> Street SW.
- A 2010 Traffic Mitigation and Concurrency Final Comments Memorandum dated December 20, 2010, stated that the portion of 119<sup>th</sup> Street SW to the west of the cul-de-sac was inaccurately identified as an unopened ROW. DPW 2012 Road Log

records show that 119<sup>th</sup> Street SW is maintained 2,191 feet west from its intersection with Alexander Road, approximately 300 feet past the cul-de-sac. (ER Exhibit 7)

- At the time the Northshore Sheetmetal facility was constructed, the section of asphalt pavement on 119<sup>th</sup> Street SW between the gate and the west property line had deteriorated significantly due to lack of use and maintenance. That portion of 119<sup>th</sup> Street SW west of the cul-de-sac was proposed to be paved for access to, and parking for, Northshore Sheetmetal, Inc. The proposal was reviewed and approved by the County Engineer and the Traffic Engineer in a meeting held February 5, 2010, with requirements for a Right of Way Use Permit and Maintenance Covenant. The portion of 119<sup>th</sup> Street SW proposed to be vacated is paved and primarily used for head-in parking for, and access to, the Northshore Sheetmetal facility since it was constructed. (ER Exhibit 8)
- In May 2018, Solstice Management, LLC., submitted an application to PDS to develop a 39,500 square foot manufacturing building on Tracts 126 and 127, known as the Qualitel New Facility. (ER Exhibit 9)
- The Qualitel New Facility proposes to take access from 119<sup>th</sup> Street SW.
- A sidewalk was constructed on the southern portion of Tract 126 and is illegally being used for motorists to drive from 119<sup>th</sup> Street SW onto the adjoining private property to the west. This has created an illegal private connection between 119<sup>th</sup> Street SW and Beverly Park Road (ER Exhibit 10). This vehicular connection is prohibited under SCC 30.24.020(2).
- As part of the review of the Qualitel New Facility, the PDS Transportation Development Reviewer determined that the sidewalk being used for the illegal vehicular connection must be removed, and that the existing parking for Northshore Sheetmetal, Inc. to the west of the cul-de-sac did not comply with the County's Engineering Design and Development Standards (EDDS) and needed to be modified for approval. As an alternative to making these changes, Solstice Management, LLC and JERD Investments, LLC, (the Petitioners) proposed vacating the portion of 119<sup>th</sup> Street SW ROW to the west of the cul-de-sac.
- In July 2018, the Petitioners submitted an application proposing to vacate that portion of 119<sup>th</sup> Street SW west of the cul-de-sac. (ER Exhibit 11)
- The Petitioners entered into a Property Exchange Agreement for the usage of the property after the vacation is approved. (ER Exhibit 12)

- The Petitioners also own the property west of the proposed vacation, which is commonly known as Bev-Ed Corporate Park. The Petitioners propose to amend the existing Binding Site Plan associated with Bev-Ed Corporate Park to include Tracts 124, 125, 126 and 127 of the Plat of Paine Field No. 3 and rename the entire commercial complex as Bev-Ed Business Park. (ER Exhibit 13)
- A Drainage Facility Maintenance Agreement is in place between JERD Investments LLC. and DPW, recorded under AFN 201106030488. (ER Exhibit 14)
- The public will be benefited by the vacation of that portion of 119<sup>th</sup> Street SW located to the west of the constructed cul-de-sac, as it is not needed for the County's current or planned transportation system.
- The Petitioners' real property taxes will be amended to reflect the value added by the vacation of the County road abutting their property.
- 119<sup>th</sup> Street SW is an opened, constructed and paved road which the County maintains for 2,017 feet west of the intersection with Alexander Road. The portion of ROW proposed to be vacated, solely provides parking for, and access to, the Petitioners' properties and is useless for public road purposes. The public will be benefited by no longer being obligated to maintain this portion of 119<sup>th</sup> Street SW.
- It is not advisable to preserve any portion of the County ROW proposed to be vacated for the County transportation system of the future because commercial development immediately to the west prevents any connection to other County roads.
- 119<sup>th</sup> Street SW does not abut a body of saltwater or freshwater.
- The County did not receive any objection from any party opposing the proposed vacation.
- Inquiries to the local utilities revealed that Alderwood Water and Wastewater Management have an existing water main and sewer line in that section of the proposed ROW vacation, PUD has electrical facilities within the ROW, PSE has gas main and service on the south side of 119<sup>th</sup> Street SW, and Comcast Cable has potential fiber optic crossing to serve the building to the south. (ER Exhibits 15-18)
- RCW 36.87.140 and SCC 13.100.100 allow the County to retain an easement in respect to the vacated ROW for the construction, repair, and maintenance of utilities and services. It is recommended that an easement be retained for all utilities within the ROW of 119<sup>th</sup> Street SW for the construction, repair and maintenance of public utilities and services.



## ENGINEER'S REPORT

RIGHT-OF-WAY VACATION PETITION REQUEST # 18-121028 RWE

VACATION OF A PORTION OF AN OPENED COUNTY ROAD RIGHT-OF-WAY  
***119<sup>th</sup> Street SW, west of 26<sup>th</sup> Place W*****INTRODUCTION**

Under Snohomish County Code (SCC) 13.100.010, road and/or right-of-way vacation procedures may be initiated in response to a County Council request, independently by the County Engineer when he/she determines that the criteria for the road and/or right-of-way vacation exists, or in response to a frontage owners' petition. Here, Solstice Management, LLC, and JERD Investments, LLC, (the Petitioners) jointly submitted a freeholders' petition for the vacation of a portion 119<sup>th</sup> Street SW, an opened County road, to the Snohomish County Department of Public Works (DPW). The Petitioners are the only property owners whose properties abut that portion of 119<sup>th</sup> Street SW petitioned to be vacated. The petition was assigned file number #18 121028 RWE.

The County Engineer, having reviewed the petition and determined that the petition and vacation requirements have been met, has prepared an Ordinance to vacate a portion of 119<sup>th</sup> Street SW, and makes the following supportive findings, recommendations and conditions.

**FACTS/BACKGROUND**

1. *119<sup>th</sup> Street SW*, (formerly known as Cooper Road), was dedicated to the County on the Plat of Paine Field No. 3 in 1948. The County road right-of-way (ROW) is 60 feet in width, 30 feet on each side of the centerline. (See Exhibit 1, Plat of Paine Field No 3)
2. The Plat of Paine Field No. 3 is in the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 27 Township 28 Range 4. (See Exhibit 2, Assessors Map)
3. Aerial photographs taken from 1955 to 2015 show 119<sup>th</sup> Street SW as an opened, constructed and paved road (See Exhibit 2, Aerial Photographs). In the past, the county maintained 119<sup>th</sup> Street SW for 2,017 feet west of Alexander Road to its terminus that abuts the east property line of tax parcels 28042700100801 and 28042700100800. *This vacation request concerns the most westerly 300 feet (approximately) of the County ROW ending at its western terminus.*

4. The portion of the County road ROW petitioned to be vacated abuts Tracts 124, 125, 126 and 127 of the Plat of Paine Field No. 3 and relates to that portion of 119<sup>th</sup> Street SW to the west of the existing cul-de-sac.
5. Tracts 124 and 125 are owned by Mr. Erlend Millikan, the owner of JERD Investments LLC. (See Exhibit 4, SWD AFN 200903300554 & 200904010288)
6. Tracts 126 and 127 are owned by Mr. Tuan Hoang Hai, owner of Solstice Management LLC. (See Exhibit 5 SWD AFN 201307080003)
7. In 2006, a locked metal gate was installed across 119<sup>th</sup> Street SW just west of 26th Place West by DPW as a preventative measure to deter illegal and hazardous dumping and to ensure and protect the public's safety. At that time, the County anticipated that removal or relocation of the gate may be necessary to accommodate future development in the area.
8. In 2010, a 45,500 square foot distribution warehouse known as Northshore Sheet Metal Inc., was approved for development by Planning and Development Services (PDS) on Tracts 124 and 125 of said plat. (See Exhibit 6, Aerial Photo)
9. When the Northshore Sheetmetal facility was reviewed, the County Engineer and the County Traffic Engineer approved interim frontage improvements, in place of full frontage improvements, along 119<sup>th</sup> Street SW.
10. A 2010 Traffic Mitigation and Concurrency Final Comments Memorandum dated December 20, 2010, stated that the portion of 119<sup>th</sup> Street SW to the west of the cul-de-sac was inaccurately identified as an unopened ROW. DPW 2012 Road Log records show that 119<sup>th</sup> Street SW is maintained 2,191 feet west from its intersection with Alexander Road, approximately 300 feet past the cul-de-sac. (See Exhibit 7, Road Maintenance Log Record)
11. At the time the Northshore Sheetmetal facility was constructed, the section of asphalt pavement on 119<sup>th</sup> Street SW between the gate and the west property line had deteriorated significantly due to lack of use and maintenance. That portion of 119<sup>th</sup> Street SW west of the cul-de-sac was proposed to be paved for access to, and parking for, Northshore Sheetmetal. The proposal was reviewed and approved by the County Engineer and the Traffic Engineer in a meeting held February 5, 2010, with requirements for a Right of Way Use Permit and Maintenance Covenant. The portion of 119<sup>th</sup> Street SW proposed to be vacated is paved and primarily used for head-in parking for, and access to, the Northshore Sheetmetal facility since it was constructed. (See Exhibit 8)



12. In May 2018, Solstice Management, LLC., submitted an application to PDS to develop a 39,500 square foot manufacturing building on Tracts 126 and 127, known as the Qualitel New Facility. (See Exhibit 9)
13. The Qualitel New Facility proposes to take access from 119<sup>th</sup> Street SW.
14. A sidewalk was constructed on the southern portion of Tract 126 and is illegally being used for motorists to drive from 119<sup>th</sup> Street SW onto the adjoining private property to the west. This has created an illegal private connection between 119<sup>th</sup> Street SW and Beverly Park Road (ER Exhibit 10). This vehicular connection is prohibited under SCC 30.24.020(2).
15. As part of the review of the Qualitel New Facility, the PDS Transportation Development Reviewer determined that the sidewalk being used for the illegal vehicular connection must be removed, and that the existing parking for Northshore Sheetmetal to the west of the cul-de-sac did not comply with the County's Engineering Design and Development Standards (EDDS) and needed to be modified for approval. As an alternative to making these changes, Solstice Management, LLC, and JERD Investments, LLC (the Petitioners), proposed vacating the portion of 119<sup>th</sup> Street SW ROW to the west of the cul-de-sac.
16. In July 2018, the Petitioners submitted an application proposing to vacate that portion of 119<sup>th</sup> Street SW, west of the cul-de-sac. (See Exhibit 11, Petition to Vacate)
17. The Petitioners entered into a Property Exchange Agreement for the usage of the property after the vacation is approved. (See Exhibit 12)
18. The Petitioners also own the property west of the proposed vacation, which is commonly known as Bev-Ed Corporate Park. The Petitioners propose to amend the existing Binding Site Plan associated with Bev-Ed Corporate Park to include Tracts 124, 125, 126 and 127 of the Plat of Paine Field No. 3 and rename the entire commercial complex as Bev-Ed Business Park. (See Exhibit 13, Aerial & Proposed BSP Amendment)
19. A Drainage Facility Maintenance Agreement is in place between JERD Investments, LLC, and DPW, recorded under AFN 201106030488. (See Exhibit 14)

## FINDINGS

1. The public will be benefited by the vacation of that portion of 119<sup>th</sup> Street SW located to the west of the constructed cul-de-sac, as it is not needed for the County's current or planned transportation system.
2. The Petitioners' real property taxes will be amended to reflect the value added by the vacation of the County road abutting their property.
3. 119<sup>th</sup> Street SW is an opened, constructed and paved road which the County maintains for 2,017 feet west of the intersection with Alexander Road. The portion of ROW proposed to be vacated, solely provides parking for, and access to, the Petitioners' properties and is useless for public road purposes. The public will be benefited by no longer being obligated to maintain this portion of 119<sup>th</sup> Street SW.
4. It is not advisable to preserve any portion of the County ROW proposed to be vacated for the County transportation system of the future, because commercial development immediately to the west prevents any connection to other County roads.
5. 119<sup>th</sup> Street SW does not abut a body of saltwater or freshwater.
6. The County did not receive any objection from any party opposing the proposed vacation.
7. Inquiries to the local utilities revealed that Alderwood Water and Wastewater Management have an existing water main and sewer line in that section of the proposed ROW vacation, PUD has electrical facilities within the ROW, PSE has gas main and service on the south side of 119<sup>th</sup> Street SW, and Comcast Cable has potential fiber optic crossing to serve the building to the south. (See Exhibit 15, AWWD, Exhibit 16, PUD, Exhibit 17 PSE and Exhibit 18 Comcast)
8. RCW 36.87.140 and SCC 13.100.100 allow the County to retain an easement in respect to the vacated ROW for the construction, repair, and maintenance of utilities and services. It is recommended that an easement be retained for all utilities within the ROW of 119<sup>th</sup> Street SW for the construction, repair and maintenance of public utilities and services.
9. JERD Investments, LLC shall provide an access easement to Lot 126 of the Plat of Paine Field No. 3 over the north 20 feet of the south half of the vacated ROW, and Lot 125 PPF3 over the north 20 feet of the south half of the vacated ROW adjacent to Lot 124 PPF3.
10. DPW determined the fair market value of that portion of 119<sup>th</sup> Street SW petitioned to be vacated at \$58,093.00. The Petitioners have agreed to this valuation.

11. The portion of 119<sup>th</sup> Street SW petitioned to be vacated is classified as a Class C road under SCC 13.100.040(7) (d). Class C roads and ROW are those in which the County has an easement interest and public expenditures were made. Under SCC 13.100.080(2)(b), Petitioners are required to pay *fifty percent* of the appraised value, as determined by DPW, which equals **\$29,046.50**.

## RECOMMENDATIONS

1. Based on the above findings, it has been determined that the public will benefit by the vacation and abandonment of that portion of 119<sup>th</sup> Street SW petitioned to be vacated and the road ROW should be vacated and abandoned.
2. DPW recommends that Vacation Petition Request # 18 121028 RWE for the vacation of a portion of 119<sup>th</sup> Street SW, described on Exhibits A, B, C and D to the accompanying ordinance is in the best interest of the general public and should be granted based on the following conditions:

## CONDITIONS

1. An easement for utilities shall be granted by JERD Investments, LLC, and Solstice Management, LLC, over the vacated ROW of 119<sup>th</sup> Street SW for the construction, repair and maintenance of public utilities and services as per RCW 36.87.140 and SCC 13.100.100.
2. An access easement shall be provided by JERD Investments, LLC, to Lot 126 of the Plat of Paine Field No. 3 (PPF3) over the north 20 feet of the south half of the vacated ROW, and Lot 125 PPF3 over the north 20 feet of the south half of the vacated ROW adjacent to Lot 124 PPF3.
3. The Petitioners are required to pay fifty percent of the appraised value of the ROW as determined by DPW which equals \$ 29,046.50 per SCC 13.100.080(2)(b).
4. All associated costs incurred by the county in processing the petition to vacate and the value of the ROW shall be paid by the Petitioners, Solstice Management, LLC, and JERD Investments, LLC, as per SCC 13.100.070 and SCC 13.100.080.
5. Failure to make payments required under SCC13.100.070 and SCC 13.100.080 within one year of the date the ordinance is adopted by the council means the ordinance should not be recorded and the road and/or ROW shall not be considered vacated as per SCC 13.100.080(4).

Approved by:

\_\_\_\_\_  
Douglas W. McCormick P.E.  
Deputy Director/County Engineer

\_\_\_\_\_  
Date

Prepared by:

\_\_\_\_\_  
Maria Acuario  
ROW Investigator III

\_\_\_\_\_  
Date

**PLAT OF  
PRAINE FIELD No. 3. (SHEET 1 OF 2)**  
SCALE 1"=200'

**DEDICATION**

Know All Men by these Presents, that Pope & Talbot Inc., a corporation organized and existing under the laws of the State of California, and having its principal place of business in the City of San Francisco, owner in fee simple of the Acre of land platted in this Plat of Praine Field No. 3 hereby declare this plat and dedicate to the use of the public for street and roads shown hereon and the use thereof for any and all public purposes. Also the right to make all necessary changes for and on the lots shown hereon in the original reasonable grading of all the roads and streets shown thereon.

In Witness Whereof, we have hereunto set our hands and seal this 27th day of August A.D. 1948  
 In presence of  
*James H. Stephens*  
*Richard J. Stephens*  
 JAMES H. STEPHENS, President  
 RICHARD J. STEPHENS, Secretary



*George J. Pope*  
 GEORGE J. POPE, Secretary  
*John J. Talbot*  
 JOHN J. TALBOT, Secretary

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA, CITY and COUNTY of SAN FRANCISCO S.S.  
 This is to certify that on this 27th day of August, A.D. 1948 before me the undersigned, a notary public, appeared George J. Pope, Jr. and John J. Talbot, president and secretary respectively of Pope & Talbot Inc., it is well known to be the officers of the corporation which executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes herein mentioned and they on oath stated that they were authorized by said corporation to execute said instrument and that the seal of said corporation here to affixed is the corporate seal of said corporation.

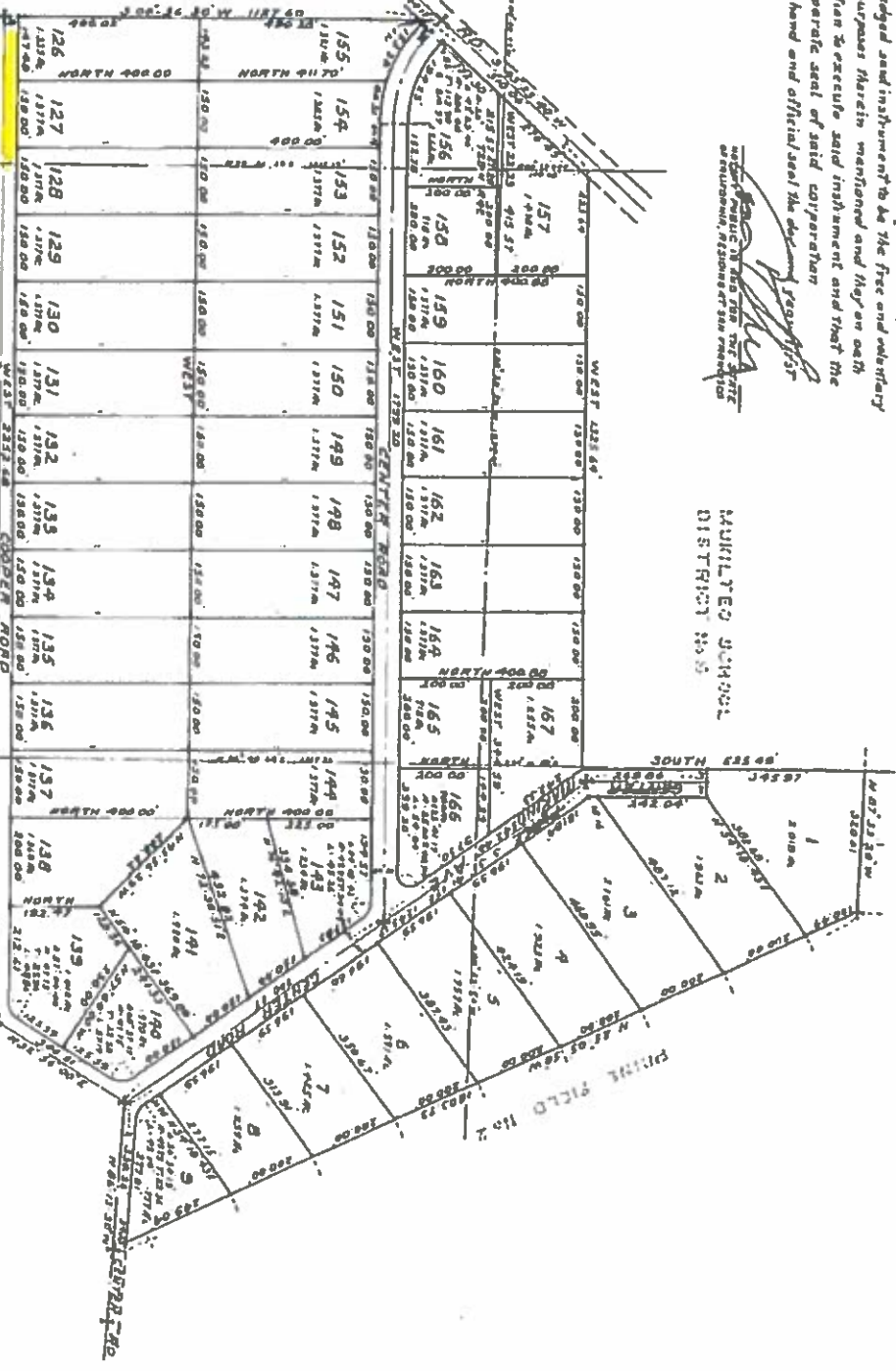
In Witness Whereof I have hereunto set my hand and official seal the day and date above written.  
 My Commission expires  
 16th day of December, 1950



*George J. Pope*  
 GEORGE J. POPE, Secretary  
*John J. Talbot*  
 JOHN J. TALBOT, Secretary

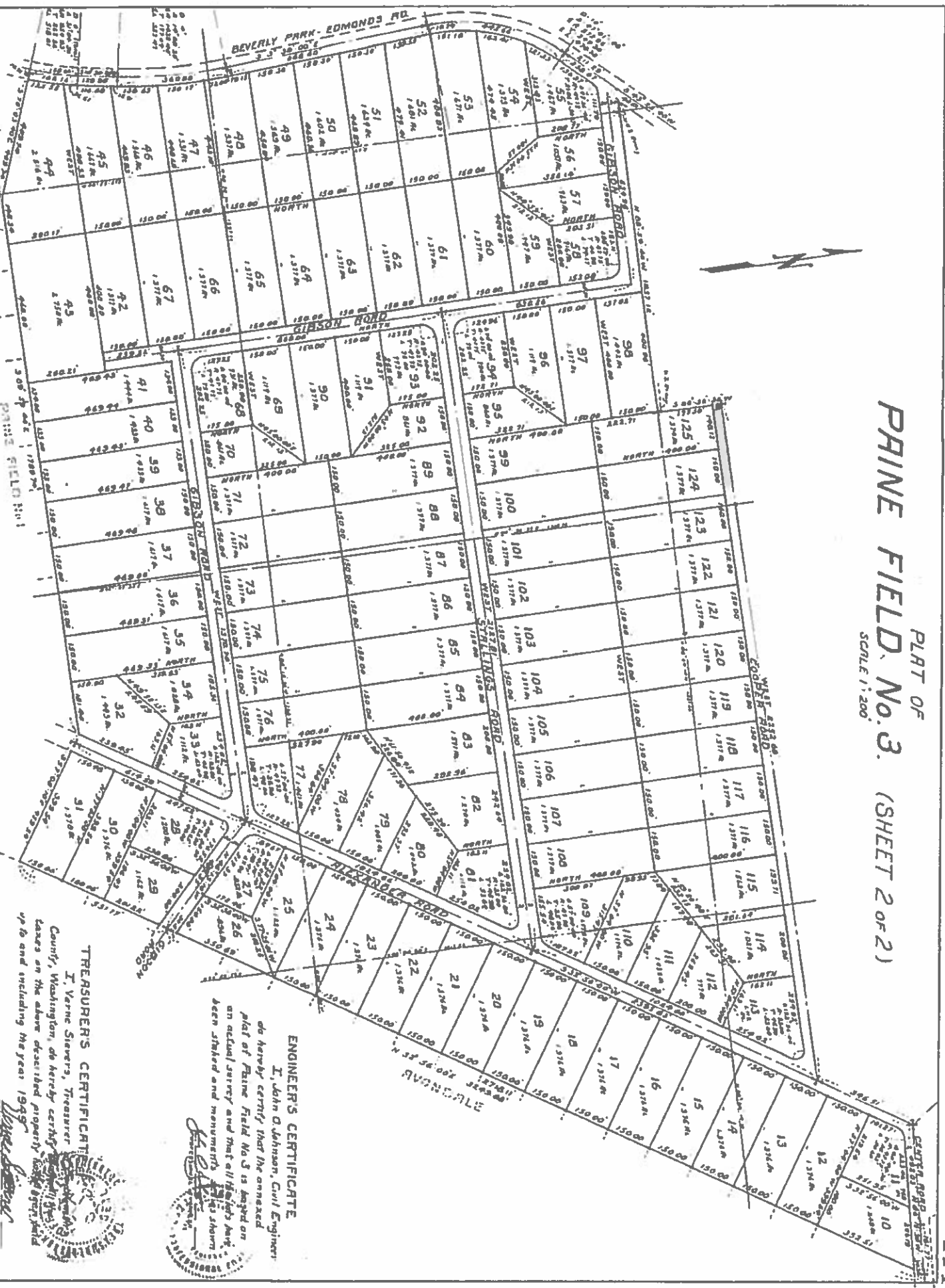
MARRIOTT SCHOOL  
DISTRICT NO. 3

**DESCRIPTION**  
 This Plat of Praine Field No. 3 is located in the S E & Sec 22, S W & Sec 23, N W & Sec 26, and N E & Sec 27, T 28 N R 4 E W 1 Reference Meridian in the north line common to Sections 26 and 27. This Plat embraces the following described tract of land Beginning of the Can Men in Center Road which is common to both plots of Acre and Praine Field No. 2, thence N 86° 15' 30" W 1637.71 feet along Praine Field No. 2 N 25° 05' 50" W 1803.23 feet, thence N 67° 35' 20" W 320.01 feet to the N E corner of Middle School District No. 6 thence South 622.99 feet, thence West 1325.64 feet to the East margin Beverly Park Edmunds Road, thence along said margin of said road S 43° 25' 40" W 510.64 feet to the East boundary of U.S. Gov't property condemnation cause no 1294 parcel, thence S 00° 36' 40" W 1127.60 feet, thence N 60° 59' 40" W 1037.12 to the East margin of Beverly Park Edmunds Road, thence along said margin of said road S 44° 23' 40" W 238.67 feet, thence on a curve to the left 443.66 feet, thence S 03° 38' 00" E 668.60 feet, thence on a curve to the right 360.68 feet, thence S 10° 30' 20" W 128.99 feet, thence on a curve to the right 162.16 feet to the NW corner of the plat of Praine Field No. 1, thence along the north boundary of said plat S 70° 03' 40" E 403.74 feet, thence S 05° 59' 40" E 1709.76 feet, thence S 37° 00' 40" E 459.54 to the NW boundary of the plat of Acrefield, thence along said boundary of said plat N 52° 56' 00" E 3249.88 feet to the true point of beginning.



U.S. GOV'T  
PROPERTY  
Proposed ROW Vacation

PLAT OF  
**PRINE FIELD, No. 3.** (SHEET 2 OF 2)  
 SCALE 1" = 200'



RECORDING #993447

1. N. JOHNSON et al. vs. State of WA

APPROVALS

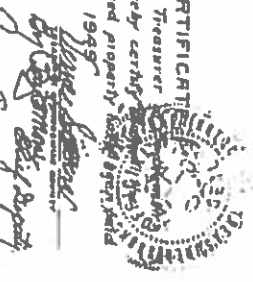
CONFIRMED

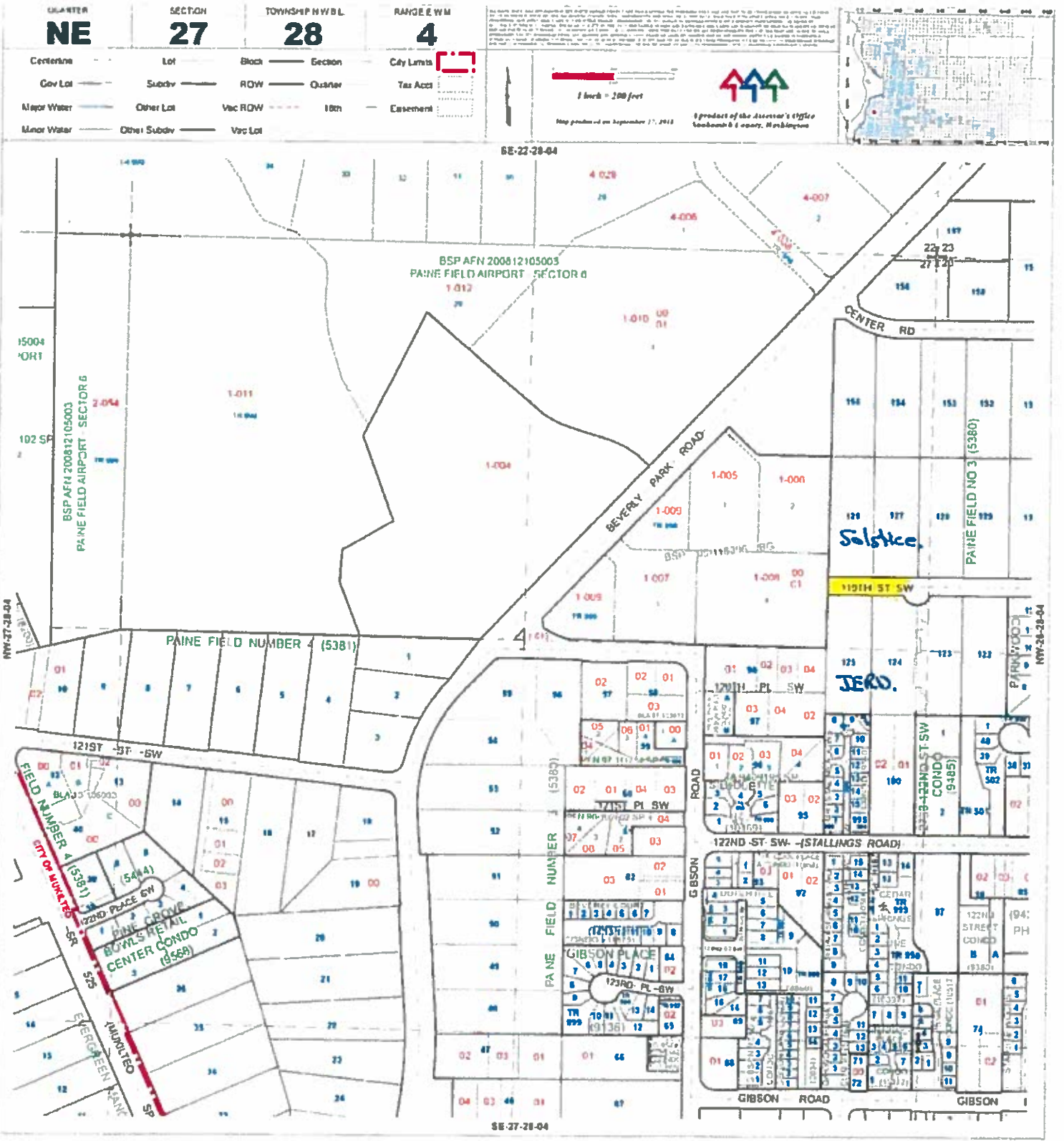
111

**ENGINEER'S CERTIFICATE**  
 I, John Johnson, Civil Engineer,  
 do hereby certify that the annexed  
 plat of Prine Field No. 3 is based on  
 an actual survey and that all fields have  
 been staked and monuments thereon shown

**TREASURER'S CERTIFICATE**

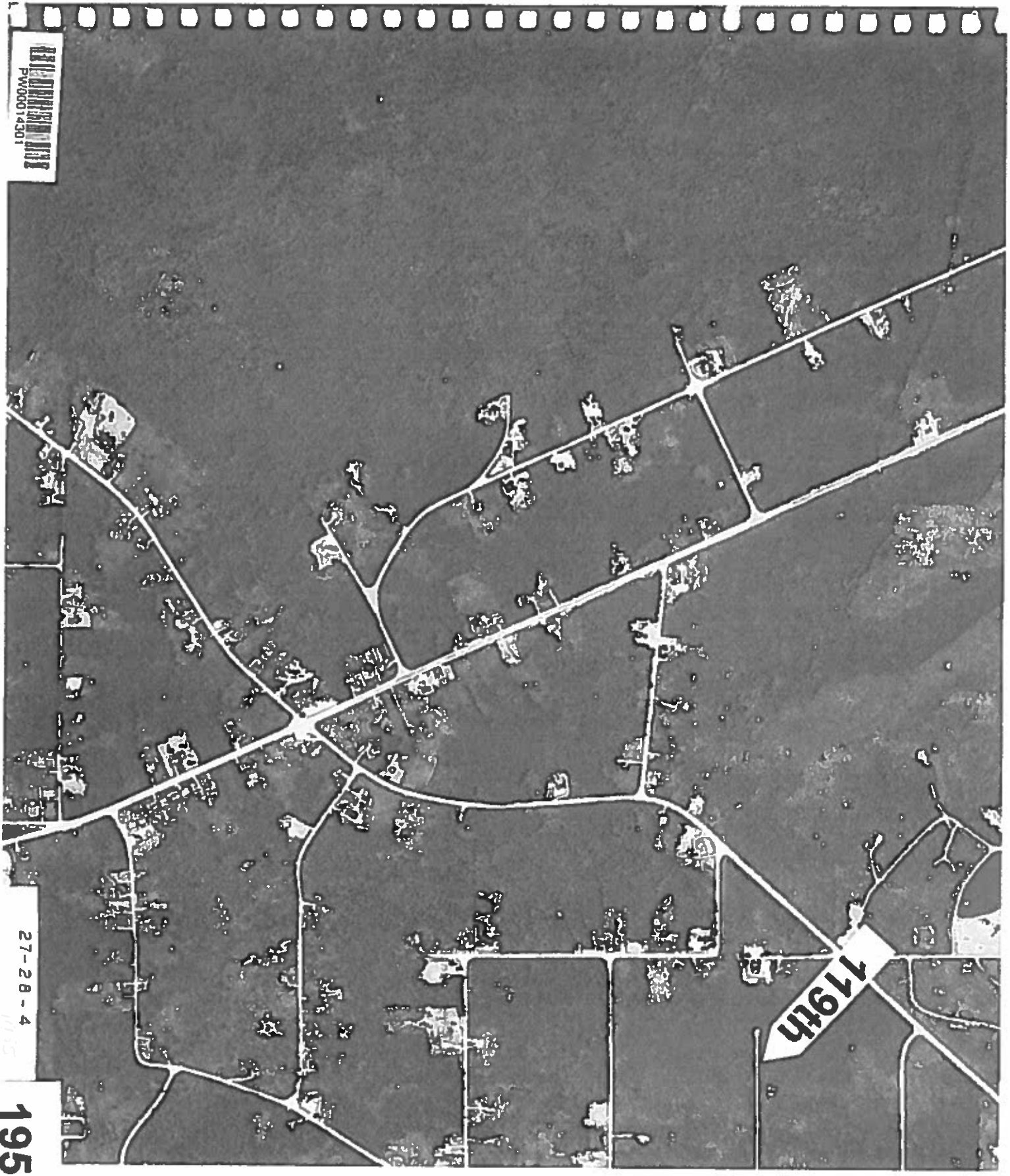
I, Verne Stevers, Treasurer  
 County, Washington, do hereby certify  
 that the above described property has been  
 up to and including the year 1949





**EXHIBIT 2**

# EXHIBIT 3



0811 01/18/1955  
PW00014301

27-28-4  
11/55

1955





119th

2009

119th

2015



222142

WHEN RECORDED RETURN TO  
JERO INVESTMENTS LLC  
21002 120TH DR SE  
SNOHOMISH, WASHINGTON 98296

200903200954 3 PPS  
03/20/2009 2:07 PM 618.00  
SNOHOMISH COUNTY, WASHINGTON

Mc. 4694375 3/20/2009 11:55 PM  
Thank you for your payment.  
EBI 4,998.08



CHICAGO TITLE INSURANCE COMPANY

8304147

STATUTORY WARRANTY DEED

THE GRANTOR(S)

DALE N. ASPNES AND MARLYS A. ASPNES, HUSBAND AND WIFE

for and in consideration of

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to

JERO INVESTMENTS LLC, A WASHINGTON LIMITED LIABILITY COMPANY,

the following described real estate situated in the County of SNOHOMISH State of Washington:

LOT 124, PAINE FIELD NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12, OF PLATS, PAGES 110 AND 111, RSCW

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SUBJECT TO: EXCEPTIONS SET FORTH ON ATTACHED EXHIBIT 'A' AND BY THIS REFERENCE MADE A PART HEREOF AS IF FULLY INCORPORATED HEREIN.

Tax Account Number(s): 005360-000-124-00

Dated: MARCH 24, 2009

\_\_\_\_\_  
*Dale N. Aspnes*  
DALE N. ASPNES

\_\_\_\_\_  
*Marlys A. Aspnes*  
MARLYS A. ASPNES

LPB10/RLC/082008

EXHIBIT 4

CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A

Escrow No.: 5304147

RIGHT OF THE PUBLIC TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES IN THE REASONABLE ORIGINAL GRADING OF STREETS, AVENUES, ALLEYS AND ROADS AS DEDICATED IN THE PLAT.

COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW:

RECORDED:  
RECORDING NUMBER:

AUGUST 19, 1960  
1414872

STATE OF WASHINGTON Arizona SS  
COUNTY OF Maricopa

ON THIS 26<sup>th</sup> DAY OF March, 2009 BEFORE ME, THE  
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY  
COMMISSIONED AND SHORN, PERSONALLY APPEARED Dale N. Aspin and  
Marlys A. Aspin KNOWN TO ME TO BE THE INDIVIDUAL(S)  
DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED  
THAT they SIGNED AND SEALED THE SAME AS a FREE AND VOLUNTARY  
ACT AND DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED.

  
NOTARY SIGNATURE

PRINTED NAME:

Yvonne Shells-Collins  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT 7634 E Dowling, S. Mesa, AZ 85207  
MY COMMISSION EXPIRES ON 3/9/2012




WHEN RECORDED RETURN TO  
JERD INVESTMENTS, LLC  
21002 120TH DR SE  
SNOHOMISH, WASHINGTON 98296

200904010299 3 PGS  
04/01/2009 1:47pm \$44.00  
SNOHOMISH COUNTY, WASHINGTON

5,879.00

No. 4957515 4/1/2009 1:36 PM  
Thank you for your payment.  
CERT

 CHICAGO TITLE INSURANCE COMPANY (3) 44

5304152

*CT 304152*  
STATUTORY WARRANTY DEED

THE GRANTOR(S)  
EUGENE OGDEN, A SINGLE PERSON

**INSURED BY  
CHICAGO TITLE**

for and in consideration of  
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to  
JERD INVESTMENTS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

the following described real estate situated in the County of SNOHOMISH State of Washington:  
**LOT 125, PAINE FIELD NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12, OF PLATS, PAGES 110 AND 111, RSCW**

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.  
SUBJECT TO EXCEPTIONS SET FORTH ON ATTACHED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF AS IF FULLY INCORPORATED HEREIN.

Tax Account Number(s): 005380-000-125-00

Dated: MARCH 30 2009

*Eugene Ogden*  
EUGENE OGDEN

LPB10/KLC/052006

CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A

Escrow No. 5304152

---

RIGHT OF THE PUBLIC TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS UPON SAID PREMISES IN THE REASONABLE ORIGINAL GRADING OF STREETS, AVENUES, ALLEYS AND ROADS AS DEDICATED IN THE PLAT.

COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW:

RECORDED: AUGUST 19, 1960  
RECORDING NUMBER: 1414872

STATE OF WASHINGTON

SS

COUNTY OF Skamania

ON THIS 30th DAY OF March, 2009 BEFORE ME, THE  
UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY  
COMMISSIONED AND SWORN, PERSONALLY APPEARED

Eugene Odgen KNOWN TO ME TO BE THE INDIVIDUAL(S)  
DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED  
THAT HE SIGNED AND SEALED THE SAME AS HIS FREE AND VOLUNTARY  
ACT AND DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED.

Charlotte M Douglas  
NOTARY SIGNATURE

PRINTED NAME: Charlotte M Douglas  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT Lynden  
MY COMMISSION EXPIRES ON 05-29-10







Thank you for your payment  
E027730 \$11,753.00  
JOYCE N 07/05/2013

WHEN RECORDED RETURN TO  
SOLSTICE MANAGEMENT LLC  
11831 BEVERLY PARK ROAD, BLDG. A  
EVERETT, WASHINGTON 98204

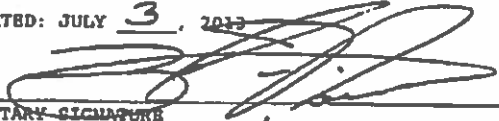
201307080003

|                                                                                                                                                                                                                                                                                                                                         |                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
|                                                                                                                                                                                                                                                        | <b>CHICAGO TITLE COMPANY</b> |
| 1348858                                                                                                                                                                                                                                                                                                                                 |                              |
| <b>STATUTORY WARRANTY DEED</b>                                                                                                                                                                                                                                                                                                          |                              |
| THE GRANTOR(S)<br>ARAMDE DEVELOPMENT LLC, A WASHINGTON LIMITED LIABILITY COMPANY                                                                                                                                                                                                                                                        |                              |
| <i>5306197</i><br><b>INSURED BY<br/>CHICAGO TITLE</b>                                                                                                                                                                                                                                                                                   |                              |
| for and in consideration of<br>TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION                                                                                                                                                                                                                                                    |                              |
| in hand paid, conveys and warrants to<br>SOLSTICE MANAGEMENT LLC, A WASHINGTON LIMITED LIABILITY COMPANY                                                                                                                                                                                                                                |                              |
| the following described real estate situated in the County of SNOHOMISH State of Washington:<br><b>LOTS 126 AND 127, PAINE FIELD NO. 3, ACCORDING TO THE PLAY THEREOF, RECORDED IN VOLUME 12, OF<br/>PLATS, PAGES 120 AND 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.</b><br>SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON. |                              |
| Tax Account Number(s): 005380-000-126-00 and 005380-000-127-00                                                                                                                                                                                                                                                                          |                              |
| Dated: <i>July 2, 2013</i>                                                                                                                                                                                                                                                                                                              |                              |
| ARAMDE DEVELOPMENT LLC                                                                                                                                                                                                                                                                                                                  |                              |
| <br>ADISU ARAMDE, MANAGER                                                                                                                                                                                                                            |                              |
| LPB10/KLC/052006                                                                                                                                                                                                                                                                                                                        |                              |

**EXHIBIT 5**

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT ADISU ARANDE IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS MANAGER OF ARANDE DEVELOPMENT LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: JULY 3, 2013

  
NOTARY SIGNATURE

PRINTED NAME: Zel Misic

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT Bellevue

MY APPOINTMENT EXPIRES 5/1/2017





Exhibit 6

# Road Log

| REVISIONS                          | SCHOOL BUS & MAIL ROUTES                     | SPECIAL INVENTORIES   | SURFACE TYPE                         | ROAD WIDTH                                               | DIST. & URBAN CLASS. | CLASSIFICATION                  | ROAD NAME                                                                             |
|------------------------------------|----------------------------------------------|-----------------------|--------------------------------------|----------------------------------------------------------|----------------------|---------------------------------|---------------------------------------------------------------------------------------|
| Skerlog SF<br>03-106003<br>11/9/04 | 02-103095 &<br>02-103097<br>8/2/04 & 8/18/04 | Riggs<br>3/04<br>5/04 | S/W - Plank - vk - I E<br>S-5-1-28-3 | S/W - Plank - vk - I - vk - Plank - vk<br>S-5-1-26-1-5-5 | E-I-E<br>2-19-3      | E-I-vk-Plank - vk<br>2-28-1-5-5 | CO-RD<br>119TH ST. SW                                                                 |
|                                    |                                              |                       |                                      |                                                          |                      |                                 | 13150<br>26th PL W                                                                    |
|                                    |                                              |                       |                                      |                                                          |                      |                                 | 0.415<br>0.285<br>0.257<br>0.228<br>0.124<br>0.105<br>0.086<br>0.067<br>0.033<br>0.00 |
|                                    |                                              |                       |                                      |                                                          |                      |                                 | 24th AVE W<br>13300<br>ALEXANDER<br>ROAD                                              |
|                                    |                                              |                       |                                      |                                                          |                      |                                 | 13200                                                                                 |

Chief B/S Asst. MO Co. Asst. RS Co. # 31  
 Sec. 26 Twp. 28 N. Rge. 4E Date 12-18-74  
 Sheet # 1 of 1 FA # \_\_\_\_\_ Rd. # 13200

HWY FORM 321-023 REVISED 1/74 REMARKS:

## EXHIBIT 7

2012

REVISIONS

122 Development  
16-118-425  
12-2-2018

North shore Sheet Metal  
10-10A354CP  
Commercial Permit # 10-10A354CP  
on file w/PDS for maintenance.

SPECIAL INVENTORIES

A.D.T.

R/W WIDTH

DOMAIN

MAP NUMBER

5/10-1/2 I-TE I-V/k 5/10-1/2 I-V/k  
7-5-12-76-1 5-1-26-1 5-1-78-1

DIST. & URBAN CLASS.

CLASSIFICATION

ROAD NAME

pg 2 of 2

Cul de Sac  
0.382  
Private Property  
Co. R/W

0.313

0.337

0.345

0.367

13200

Return Address (Property Owner)

JERD INVESTMENTS LLC

11831 BEVERLY PARK RD, BLDG C

EVERETT, WA 98204

201105270276 3 PGS  
05/27/2011 11:29am \$64.00  
SNOHOMISH COUNTY, WASHINGTON



**DECLARATION OF COVENANTS AND RESTRICTIONS  
RIGHT-OF-WAY USE PERMIT**

SNOHOMISH COUNTY RIGHT-OF-WAY USE PERMIT NUMBER 11-103600-50

WHEREAS, Declarant is the owner of the following described real property situated in the unincorporated area of Snohomish County (Insert or Attach Property Legal Description)

SEE ATTACHED LEGAL DESCRIPTION  
Lots 123-124, Prairie Field #3  
#125

Assessor's Property Tax Parcel/Account Number 0053800012300 00538000012400,  
and 00538000012500

WHEREAS, Declarant has been issued a right-of-way use permit by Snohomish County, which permit authorizes use of 119<sup>th</sup> St SW unopened and unmaintained county road right-of-way to obtain access to the aforementioned real property, and

WHEREAS, said permit requires the Declarant to subjecting the aforementioned real property to covenants and restrictions as set forth below

NOW, THEREFORE, Declarant hereby declares that the aforementioned real property is, and shall be, held, transferred, sold, conveyed and occupied subject to the following covenants and restrictions

- 1 Unless and until the above mentioned county road right-of-way is established as part of the county maintained road system, responsibility for maintenance of the private road improvements thereon shall rest jointly and severally on the permit holder
- 2 The foregoing covenants and restrictions shall run with and bind the aforementioned real property and Declarant's successors in interest therein
- 3 This declaration may be amended, rescinded, or released only by an instrument executed by the then owner of the aforementioned real property and approved by Snohomish County

COVENANTED this 27<sup>TH</sup> day of MAY, 2011

MAINCOV DOC

Applicant's Name JERD INVESTMENTS LLC  
by Erlend J Millikan  
ERLEND J MILLIKAN, MEMBER

**EXHIBIT 8**

CHICAGO TITLE COMPANY

PLAT CERTIFICATE  
SCHEDULE A

(Continued)

Order No. 5610888

LEGAL DESCRIPTION

PARCEL A

LOT A OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 10-106542, RECORDED UNDER AUDITOR'S FILE NUMBER 201011170612, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

THAT PORTION OF LOTS 123 AND 124, PAINE FIELD NO 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGES 110 AND 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 124 OF SAID PAINE FIELD NO. 3,  
THENCE NORTH 90°00'00" WEST 6 00 FEET TO THE TRUE POINT OF BEGINNING,  
THENCE NORTH 0°00'00" EAST 3 69 FEET,  
THENCE NORTH 68°55'29" EAST 38 25 FEET,  
THENCE NORTH 11°56'56" EAST 10.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT  
HAVING A RADIUS OF 61.70 FEET,  
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°38'44" AN ARC  
DISTANCE OF 24.39 FEET,  
THENCE NORTH 34°56'44" WEST 27 15 FEET;  
THENCE NORTH 65°44'42" WEST 12 40 FEET;  
THENCE NORTH 0°00'00" EAST 15 78 FEET;  
THENCE NORTH 90°00'00" WEST 22.67 FEET,  
THENCE NORTH 0°00'00" EAST 65.09 FEET;  
THENCE NORTH 3°50'45" EAST 44.73 FEET,  
THENCE NORTH 0°00'00" EAST 6 20 FEET,  
THENCE NORTH 90°00'00" EAST 17 00 FEET,  
THENCE NORTH 0°00'00" EAST 48 61 FEET,  
THENCE NORTH 90°00'00" WEST 17 00 FEET;  
THENCE NORTH 0°00'00" EAST 28.02 FEET,  
THENCE NORTH 90°00'00" EAST 22.94 FEET,  
THENCE NORTH 43°36'37" EAST 32 53 FEET;  
THENCE NORTH 75°56'01" WEST 27 19 FEET,  
THENCE NORTH 0°00'00" EAST 46.21 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE  
CENTER OF WHICH BEARS NORTH 18°43'36" WEST 52 45 FEET;  
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°56'15" AN ARC  
DISTANCE OF 53 04 FEET TO THE NORTH LINE OF SAID TRACT 123 AND THE TERMINUS OF  
SAID LINE

EXCEPT THAT PORTION THEREOF CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER  
AUDITOR'S FILE NUMBER 201008310422

PARCEL B

LOT B OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 10-106542, RECORDED UNDER

SEE NEXT PAGE

CHICAGO TITLE COMPANY

SCHEDULE A

(Continued)

Policy No. 005610888

LEGAL DESCRIPTION

AUDITOR'S FILE NUMBER 201011170612, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

THAT PORTION OF LOTS 123 AND 124, PAINE FIELD NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGES 110 AND 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 124 OF SAID PAINE FIELD NO. 3,  
THENCE NORTH 90°00'00" WEST 6 00 FEET TO THE TRUE POINT OF BEGINNING,  
THENCE NORTH 0°00'00" EAST 3 69 FEET,  
THENCE NORTH 68°55'29" EAST 38 25 FEET;  
THENCE NORTH 11°56'56" EAST 10 90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT  
HAVING A RADIUS OF 61 70 FEET,  
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°38'44" AN ARC  
DISTANCE OF 24 39 FEET,  
THENCE NORTH 34°56'44" WEST 27 15 FEET,  
THENCE NORTH 65°44'42" WEST 12 40 FEET;  
THENCE NORTH 0°00'00" EAST 15 78 FEET,  
THENCE NORTH 90°00'00" WEST 22 67 FEET,  
THENCE NORTH 0°00'00" EAST 65 09 FEET;  
THENCE NORTH 3°50'45" EAST 44 73 FEET,  
THENCE NORTH 0°00'00" EAST 6 20 FEET,  
THENCE NORTH 90°00'00" EAST 17 00 FEET,  
THENCE NORTH 0°00'00" EAST 48 61 FEET,  
THENCE NORTH 90°00'00" WEST 17 00 FEET,  
THENCE NORTH 0°00'00" EAST 28 02 FEET;  
THENCE NORTH 90°00'00" EAST 22 94 FEET,  
THENCE NORTH 43°36'37" EAST 32 53 FEET,  
THENCE NORTH 75°56'01" WEST 27 19 FEET,  
THENCE NORTH 0°00'00" EAST 46 21 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE  
CENTER OF WHICH BEARS NORTH 18°43'36" WEST 52 45 FEET,  
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°56'15" AN ARC  
DISTANCE OF 53.04 FEET TO THE NORTH LINE OF SAID TRACT 123 AND THE TERMINUS OF  
SAID LINE

EXCEPT THAT PORTION THEREOF CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER  
AUDITOR'S FILE NUMBER 201088310422

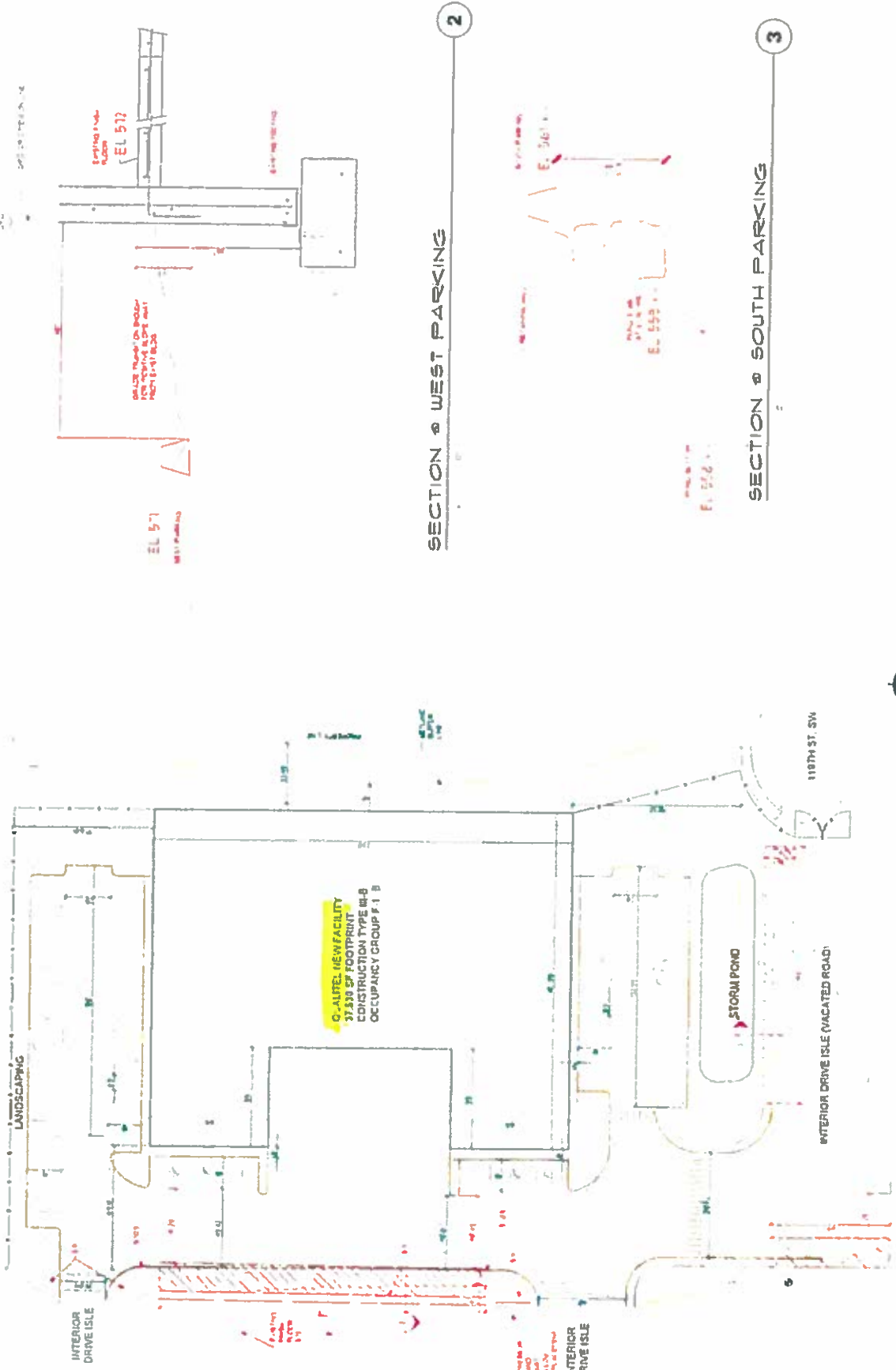
PARCEL C

TRACT 125, PAINE FIELD NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME  
12 OF PLATS, PAGES 110 AND 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



**Qualitel New Facility**  
 A Portion of the NE 1/4 of Sec. 27, Twn. 28, Rg. 04 WM  
 Snohomish County, Washington State



**Exhibit 9**

12113 Broward Park Road, Suite 4, Everett, WA 98201 Phone: 425-412-1111  
 Solstice, LLC  
 Qualitel New Facility  
 Project No. 12113

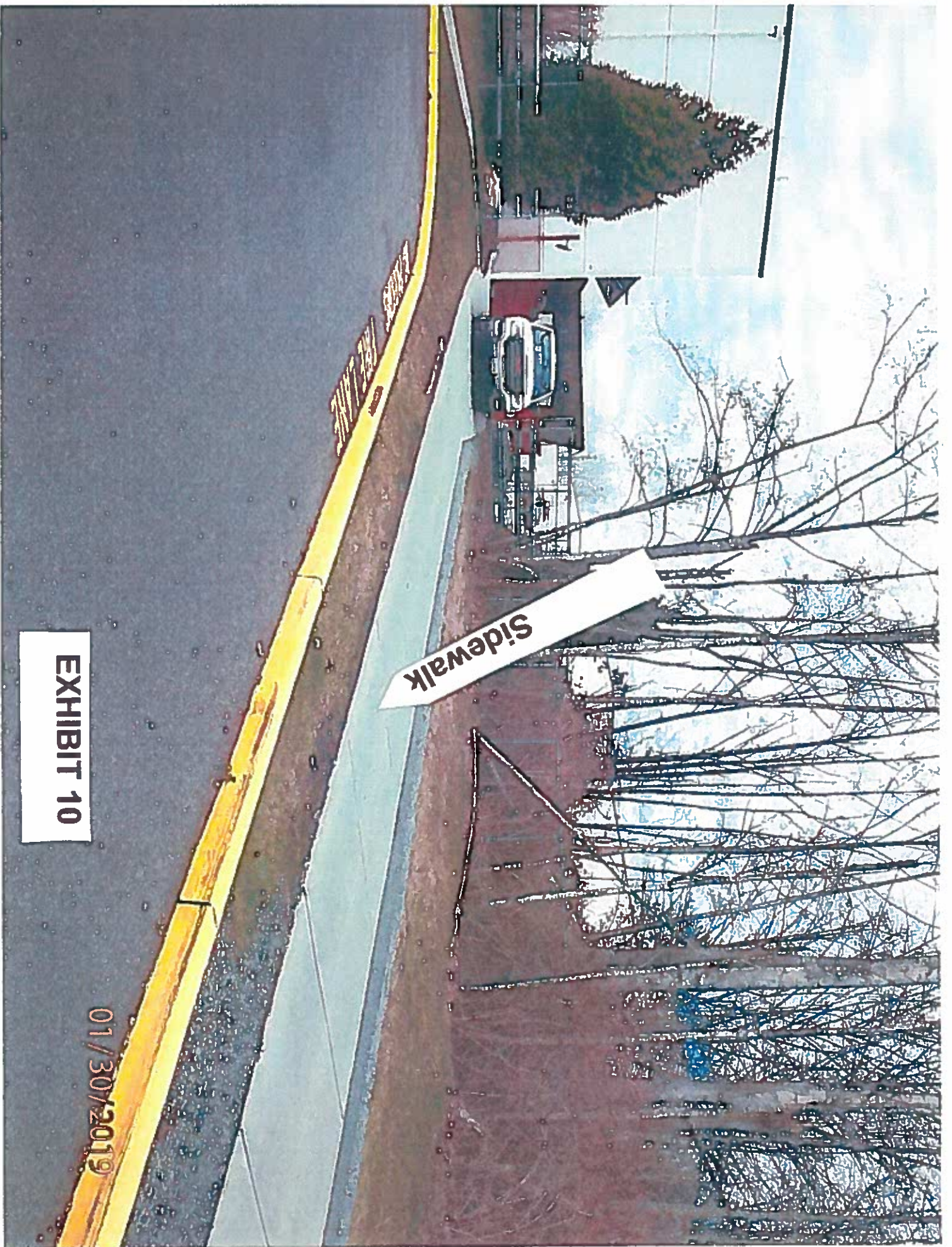
Design by: D. Smith, P.E.  
 Date: 08/12/2010  
 Issue For Client Review  
 12113-03

Exhibit Plan  
 Design by: D. Smith, P.E.  
 Date: 08/12/2010

EXB-1  
 1 of 1 Sheets



12113 Broward Park Road, Suite 4, Everett, WA 98201 Phone: 425-412-1111  
 Solstice, LLC  
 Qualitel New Facility  
 Project No. 12113



**EXHIBIT 10**

01/30/2019

RIGHT-OF-WAY USE PERMIT APPLICATION  
SCC TITLE 13.10 - TYPE B, C, E TRANSACTIONS



Snohomish County

Department of Public Works Customer Service Center  
3000 Rockefeller CSC2, MS 607, Everett, WA 98201  
(425) 388-6453

Permit Number: 18 121028 RWE Date: \_\_\_\_\_

Permit Type: \_\_\_\_\_ Type **B C E** Circle One: 1 2 3 4 5 6 7 8 9 10

DPW Right of Way Investigator: Mari Aguano Extension: 2464

*Office Use Only*

NO WORK OR ACTIVITY MAY BE STARTED WITHIN THE PUBLIC RIGHT-OF-WAY  
UNTIL ALL APPROPRIATE PERMITS HAVE BEEN GRANTED BY SNOHOMISH COUNTY DEPARTMENTS.

NE  NW  SW  SE Section: 27 Township: 28N Range: 4E Road Log: \_\_\_\_\_

Project Name: REV-ED BUSINESS PARK WOIPFN \_\_\_\_\_

Job Address: 11831 BEVERLY PARK, BLDG A, EVERETT, WA 98204

PDS Construction Permit #: \_\_\_\_\_ Date Issued: \_\_\_\_\_

PDS Construction Permit #: \_\_\_\_\_ Date Issued: \_\_\_\_\_

PDS Inspector: \_\_\_\_\_ (Office use-Property: \_\_\_\_\_)

Location and Description of Use:

Proposing to vacate 119<sup>th</sup> st SW

Applicant: TUANHAI HOANG, SOLSTICE LLC Mailing Address: 11831 BEVERLY PARK ROAD, BLDG. A

City: EVERETT State WA Zip 98204 (office use: \_\_\_\_\_)

Telephone: ( 206 ) 999-8968 Mobile: ( 206 ) 999-8968

Email: TUANHAI@QUANTIL.COM Fax: ( \_\_\_\_\_ )

Contact: SAME AS THE ABOVE Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ (office use: \_\_\_\_\_)

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Mobile: ( \_\_\_\_\_ ) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Attachments:  Traffic Control Plan  Construction Plan  Other \_\_\_\_\_  
 ADA Temporary Access Plan for existing pedestrian facilities  Insurance

Requested Dates of Use: From: \_\_\_\_\_ To: \_\_\_\_\_

Requested Hours of Use: From: \_\_\_\_\_ To: \_\_\_\_\_

Fees: Application Fee (non-refundable): \_\_\_\_\_ Permit Fee: \_\_\_\_\_ Total Paid: \_\_\_\_\_

Check No: \_\_\_\_\_  Cash Receipt No: \_\_\_\_\_  Invoice (approval required)

I ACCEPT A PERMIT SUBJECT TO THE TERMS AND CONDITIONS OF TITLE 13 AND HEREIN SET FORTH:

Date: 7/19/18

Signature



# Petition for Vacation of a County Road

IN THE MATTER OF THE PETITION OF )  
)  
)  
)  
)

\_\_\_\_\_ )  
and others for the Vacation of )

) PETITION  
)  
)  
)  
)  
)

119<sup>th</sup> Street S.W.

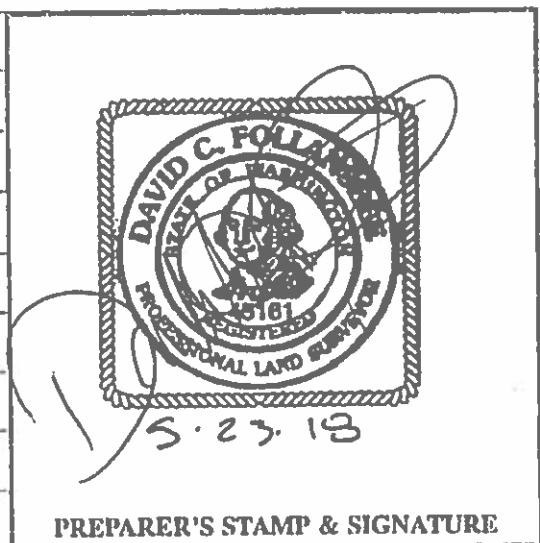
(Road Name or Number)

TO THE SNOHOMISH COUNTY COUNCIL OF SNOHOMISH COUNTY, WASHINGTON

We, the undersigned freeholders of Snohomish County, State of Washington do petition that the following described County Road be vacated:

(FILL IN EXACT LEGAL DESCRIPTION OF PORTION OF ROAD TO BE VACATED)  
PREPARED BY A PROFESSIONAL LAND SURVEYOR OR PROFESSIONAL ENGINEER

See attached exhibit A for  
legal description and exhibit B  
for depiction.



the whole distance being about \_\_\_\_\_ miles and 15,446 S.F. total square footage.

Your petitioners respectfully represent and allege that the road is useless as a part of the general road system and the public will be benefited by its vacation, and that all of your petitioners are freeholders residing in the County in the vicinity of the road; and therefore the petitioners request the vacation of the road, as provided by law.

## **Property Exchange Agreement**

The parties, Solstice Management LLC (Solstice) and JERD Investments LLC (JERD), are parties to an anticipated expansion of the Bev-Ed Business Park. To facilitate this expansion the parties will request road vacation of the unused part of 119<sup>th</sup> St. SW, Everett, WA, which lies between their properties. To facilitate an equitable distribution of parking spaces upon approval of the Bev ED Business Park Expansion the parties agree to exchange parcels of land to be used for parking by the recipient of such land as shown on the attached site plan.

WHEREAS Solstice will own the North half of the vacated road right of way, and

WHEREAS JERD needs to use for parking and utilities the South 19 feet of the North half of the abandoned road right of way from the sidewalk and crossing on the west to the property line at the cul-de-sac on the East, and

WHEREAS JERD owns property East of and behind its Bldg. C and

WHEREAS Solstice desires to use the property behind the JERD Bldg. C for parking, and

WHEREAS there is a pad behind the JERD Bldg. with a compressor and similar future equipment, which must be retained for the occupant of Bldg. C, and

WHEREAS there is an emergency exit door in the East wall of Bldg. C which must provide a safe exit, and

WHEREAS the East wall of Bldg. C cannot be endangered by removal of soil for the construction of parking, and

WHEREAS JERD must be secured against any damage resulting to its property from construction activities by or for Solstice,

NOW THEREFORE the parties agree as follows:

1. The parties will jointly petition for right-of-way road vacation for that unused part of 119<sup>th</sup> street SW running between the parties' properties.
2. Upon approval of the right-of-way vacation, Solstice shall provide JERD an Easement for the South 19' of North half of the abandoned right-of-way, between the sidewalk on the west side and the property line on the East, and JERD shall provide Solstice an Easement for the area 16' in width lying immediately adjacent to the East wall of Bldg. C starting 1' East of said

## **EXHIBIT 12**

building. These Easements shall be recorded simultaneously and run with the land.

3. If Solstice proceeds to disturb the area relinquished by JERD, Solstice shall:
  - a. If the elevation of the adjacent parking lot is to be more than 3' lower than the finished floor elevation of Bldg. C, ensure that a concrete retaining wall is build at least 4' from the East wall of Bldg. C and whose top is no more than 3' below the finished floor of Bldg. C.
  - b. Provide a safe exit at the emergency exit door.
  - c. Ensure JERD is named an additional insured on both its builder's risk insurance policy and its liability insurance policy and shall include both direct and consequential damages.
4. If Solstice proceeds to disturb the area relinquished by JERD, JERD shall move its Compressor pad to the SE corner of the building, being able to access as necessary from the Solstice lot and assisted as Solstice is able.
5. As part of its construction on its property, Solstice shall also complete construction of the parking lot in the easement area for JERD and upon completion JERD shall pay Solstice \$22,293.00.

Agreed to this 16<sup>th</sup> day of March, 2020, at Everett, WA.

JERD Investments LLC

Solstice Management LLC

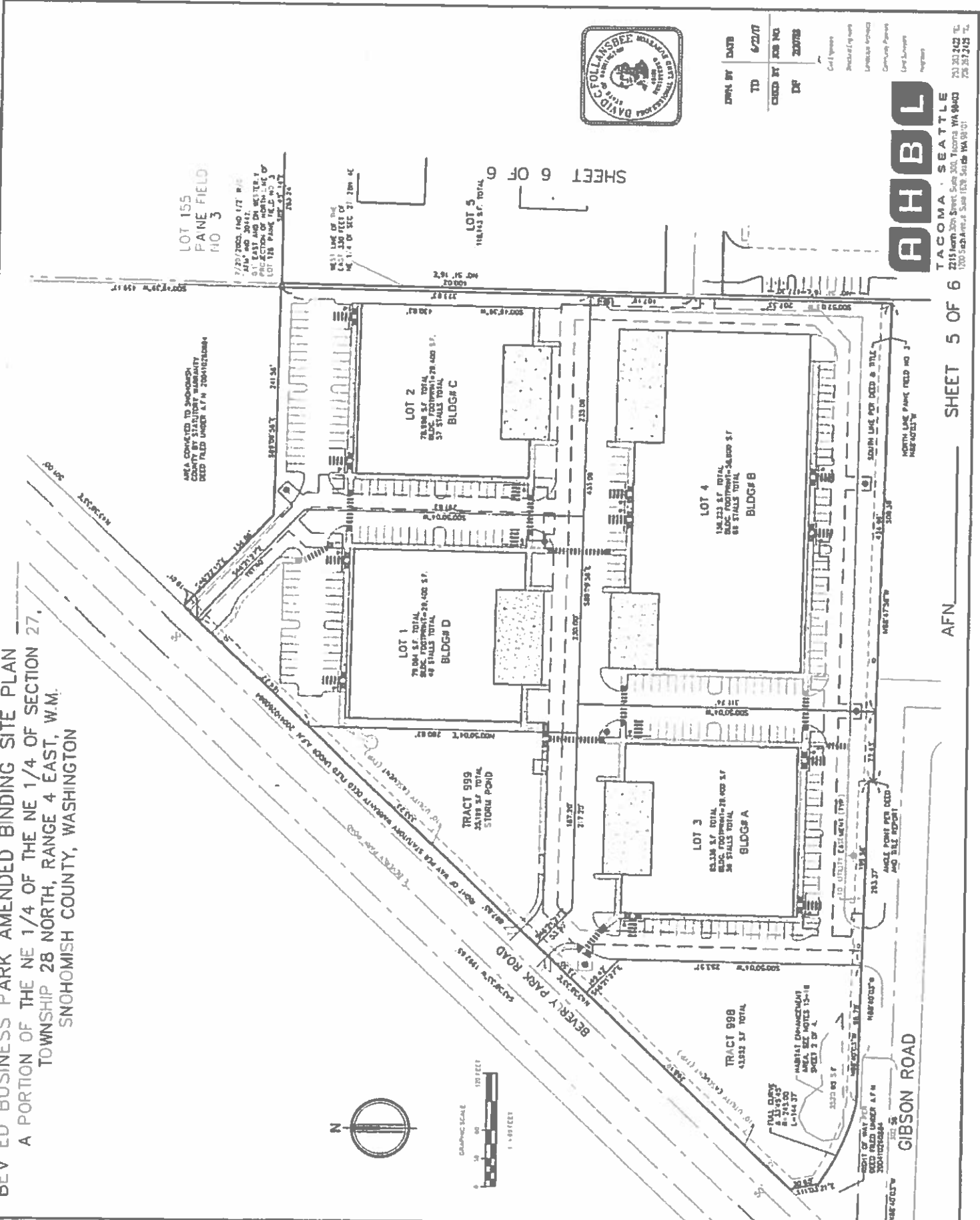
By   
Erlend Millikan, Managing Partner

By   
Tuanhai Hoang

Attachment: Site Plan

# EXHIBIT 13 Proposed BSP Amendment

BEV ED BUSINESS PARK AMENDED BINDING SITE PLAN  
 A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 27,  
 TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M.  
 SNOHOMISH COUNTY, WASHINGTON



LOT 155  
PAINE FIELD  
NO 3

7/20/2000, 140,477 S.F.  
 A.M. NO. 20442  
 S.L. EAST AND DR. WESTLY  
 S.E. SECTION OF NORTH LINE OF  
 LOT 155 PAINES FIELD

LOT 5  
118,443 S.F. TOTAL



|                                                                                                                 |         |
|-----------------------------------------------------------------------------------------------------------------|---------|
| OWN BY                                                                                                          | DATE    |
| TD                                                                                                              | 6/21/17 |
| CREATED BY                                                                                                      | JOB NO. |
| DP                                                                                                              | 200705  |
| Civil Engineer<br>Structural Engineer<br>Landscape Architect<br>Community Planner<br>Land Surveyor<br>Registrar |         |



TACOMA SEATTLE  
 2115 North 20th Street, Suite 300, Tacoma, WA 98403  
 1200 5th Avenue, Suite 1020, Seattle, WA 98101

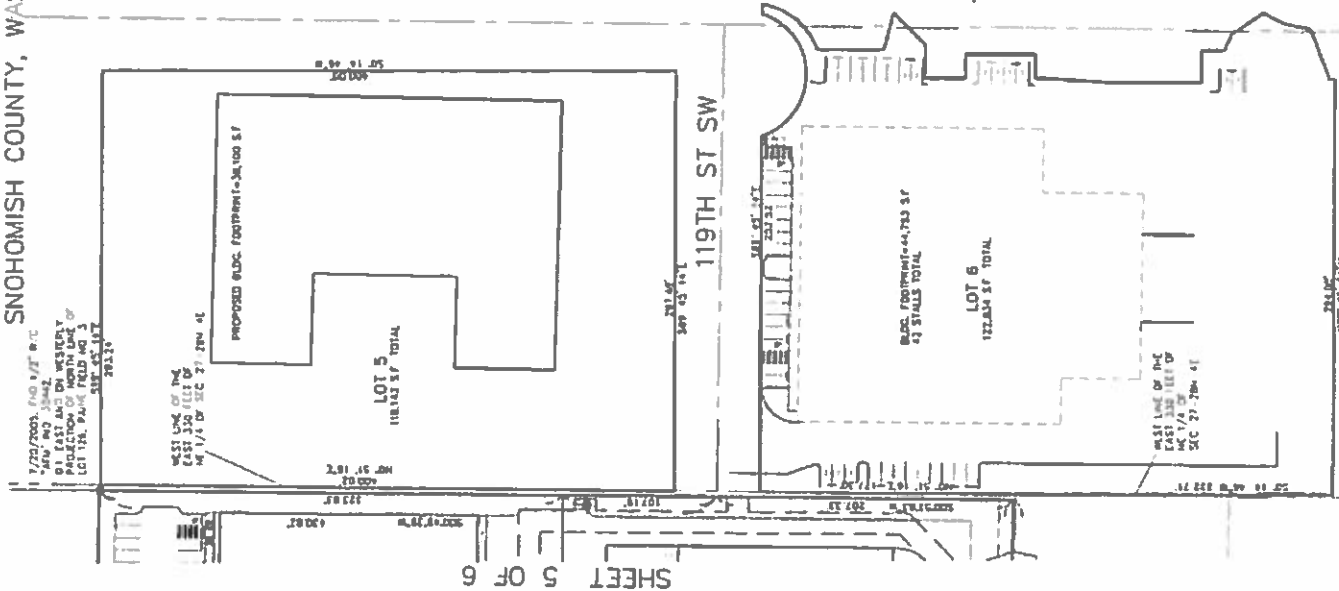
SHEET 5 OF 6

AFN

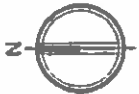
231 211 212  
 231 211 212  
 231 211 212



BEV ED BUSINESS PARK AMENDED BINDING SITE PLAN  
 A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 27,  
 TOWNSHIP 28 NORTH, RANGE 4 EAST, W.M.  
 SNOHOMISH COUNTY, WASHINGTON



SHEET 5 OF 6



|         |         |
|---------|---------|
| OWN BY  | DATE    |
| TD      | 6/21/07 |
| CHKD BY | JOB NO  |
| DF      | 20705   |

- Cell Phone
- Project City/State
- License Number
- Company Name
- Print Name
- Signature



TACOMA · SEATTLE  
 215 North 30th Street, Suite 300, Tacoma, WA 98403  
 1207 South Olympic Street, Seattle, WA 98101



00538000015004

00538000015110

00538000015200

00538000015300

00538000015400

00538000015500

28-42700101600  
28-42700101001

28C-2700101200

28C-2700101100

28C-2700100100

28C-2700101100

Qualitel New Facility

Tract 127

Tract 128

Bey Ed Corporate Park

Tract 125

Tract 124

Northshore Sheet Metal Inc

Proposed ROW Vacation

28-42700100600

28-42700101601  
28-42700100800

28-42700100400

28C-2700100900

00538000012300

00538000012400

00538000012500

00538000012600

00538000012700

00538000012800

00538000012900

00538000013000

00538000013100

00538000013200

00538000013300

00538000013400

00538000013500

00538000013600

00538000013700

00538000013800

00538000013900

00538000014000

00538000014100

00538000014200

00538000014300

00538000014400

00538000014500

00538000014600

00538000014700

00538000014800

00538000014900

00538000015000



201106030488 0 PGS  
06/03/2011 2:36pm \$69.00  
SNOHOMISH COUNTY, WASHINGTON

Return Address:  
Snohomish County Property Manager  
3000 Rockefeller Avenue  
Mail Stop 404  
Everett, WA 98201-4048  
PDS Reference PFN: 10-109 355 LDA

### Drainage Facility Maintenance Covenant

Grantor(s) hereinafter referred to as Grantor:

1. JERD INVESTMENTS, LLC., A WASHINGTON LIMITED LIABILITY COMPANY
- 2.
- 3.

Grantee: Snohomish County, hereinafter referred to as County, a Political Subdivision under the Laws of the State of Washington.

Legal Description of property encumbered by covenant:

Abbreviated: PORTION OF NE 1/4 OF NE 1/4 OF SEC 27,  
T28N, R4E, W.M. FULL LEGAL ATTACHED AS  
"EXHIBIT A"

(If applicable, insert lot, Block, Plat Name), and/or as described in Exhibit(s) "A" (typically Exhibit A).

Located in NE qtr./NE qtr. Sec. 27 Twp. 28N., Rge. 4 E., W.M.

Reference Number(s) of documents assigned, released, or modified:

Assessor's Property Tax Parcel/Account Number(s) of property(s) encumbered by the drainage covenant: 00539000012300,  
00539000012400, 00538000012500

Page 1

Grantor's Initials

## EXHIBIT 14

Grantor has a record interest in the property encumbered by the covenant and agrees that the obligations of Grantor shall inure to the benefit of and be binding upon the heirs, successors, and assigns. Grantor agrees that this covenant touches and concerns the land described in Exhibit A and shall run with the land.

Grantor by execution of this covenant acknowledges that the benefits of this covenant inure to Grantor, downstream property owners, and the general public, and that the County as third-party beneficiary of this covenant has the right, but not the obligation, to enforce this covenant on behalf of downstream property owners and the general public. The County requires this covenant to protect private and public property, private and public drainage infrastructure, and natural resources of downstream property owners and the general public.

Grantor in consideration of the approval of County development permit No. 10-109355, relating to the real property described in Exhibit A and in consideration of other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby covenants to perform regular maintenance upon the drainage facilities installed, or to be installed, upon Grantor's property. Regular maintenance shall include, at a minimum, annual inspection of the stormwater drainage system. As applicable, the system shall include the stormwater conveyance system pipes, ditches, swales, and catch basins; stormwater flow regulation system detention ponds, vaults, pipes, retention ponds, flow regulation and control structures; infiltration systems and water quality control system.

The scope of this covenant and right of entry shall be adequate to provide for the access, inspection, and maintenance of the stormwater drainage system, and shall be subject to the following terms and conditions:

1. The County shall have the perpetual right of entry across adjacent lands of the Grantor for purposes of inspecting, auditing, or conducting required maintenance of the drainage facility.

2. If County inspection determines that maintenance is not being performed, the County shall endeavor to provide Grantor reasonable advance notification of the need to perform the maintenance and a reasonable opportunity for the Grantor to perform it. In the event that Grantor fails to complete the required maintenance within a reasonable time period, the County shall have the right to perform or contract with others to perform it at the sole expense of the Grantor. If the County in its sole discretion determines that an



imminent or present danger exists, required maintenance and/or repair may begin immediately at Grantor's expense without prior notice to Grantor. In such event, the County shall provide Grantor with a written statement and accounting of all work performed and the fees, charges, and expenses incurred in making such repairs. Grantor shall agree to reimburse the County or pay the County's vendors directly for all reasonable fees, charges, and expenses identified in the County's statement.

3. If the County is required to act as a result of Grantor's failure to comply with this covenant, the County may remove any obstructions and/or interferences that in the sole opinion of the County impair the operation of the drainage facility or the maintenance thereof. Grantor agrees to hold the County, its officers, employees, and agents harmless from any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees, incurred by the removal of vegetation or physical interference from the drainage facility.

4. When exercising the maintenance provisions of the covenant, in the event of nonpayment, the County may bring suit to recover such costs, including attorney's fees, and upon obtaining a judgment, such amount shall become a lien against the property of Grantor as provided in RCW 4.56.190.

5. Grantor covenants that the owners of the property described herein are the person or persons identified on page 1 of this covenant as Grantors, that they have the right to grant this covenant on the property, and that the title to the property is free and clear of any encumbrances which would interfere with the ability to grant this covenant.

Executed this 13<sup>TH</sup> day of APRIL, 2011

Grantors:

Signature(s):  \_\_\_\_\_

Printed  
Name(s):

ERLEEND J. MILLIKAN \_\_\_\_\_

Title of Authorized Representative(s):  
(if signing on behalf of a corporation)

MANAGING MEMBER \_\_\_\_\_

Page 3

Grantor's Initials



**Drainage Facility Maintenance Covenant**

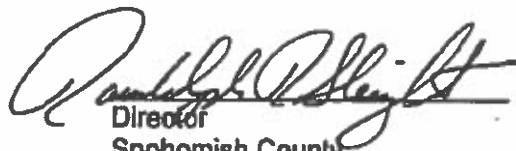
PFN: 10-109355 L0A

Additional Signatures (if needed):

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

Note: Signature(s) of Grantor(s) must be acknowledged by appropriate Notary Form.

Accepted and approved  
for Snohomish County:



Date: 6/3/2011

Director  
Snohomish County  
Department of Planning and  
Development Services

Grantor's Initials



**CONSENT TO AND APPROVAL OF  
DRAINAGE MAINTENANCE COVENANT**

\_\_\_\_\_ (lender), the current Beneficiary of a Deed of Trust recorded under AFN \_\_\_\_\_, records of Snohomish County, which deed of trust encumbers the real estate described in Exhibit \_\_\_\_\_ of the attached Drainage Maintenance Covenant, does hereby consent to the establishment of said covenant

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOT APPLICABLE**

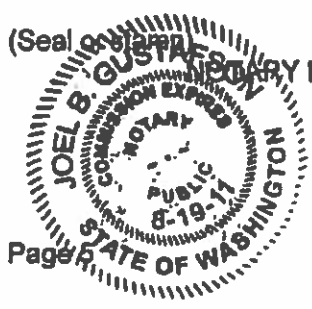
**REPRESENTATIVE ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that ERLEND J. MILLIKAN is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the MANAGING MEMBER of JERD INVESTMENTS LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 13, 2011

Signature:   
(print name) JOEL B. GUSTAFSON



**NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON**  
My appointment expires 8-19-2011

Grantor's Initials EJC

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that

\_\_\_\_\_ is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
(print name) \_\_\_\_\_

(Seal or stamp)

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
My appointment expires \_\_\_\_\_

**REPRESENTATIVE ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that

\_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
(print name) \_\_\_\_\_

(Seal or stamp)

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
My appointment expires \_\_\_\_\_



# Exhibit A

## PARCEL A:

LOT A OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 10-106542, RECORDED UNDER AUDITOR'S FILE NUMBER 201011170612, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 123 AND 124, PAINE FIELD NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGES 110 AND 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 124 OF SAID PAINE FIELD NO. 3;  
THENCE NORTH 90°00'00" WEST 6.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 0°00'00" EAST 3.69 FEET;  
THENCE NORTH 68°55'29" EAST 38.25 FEET;  
THENCE NORTH 11°56'56" EAST 10.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 61.70 FEET;  
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°38'44" AN ARC DISTANCE OF 24.39 FEET;  
THENCE NORTH 34°56'44" WEST 27.15 FEET;  
THENCE NORTH 65°44'42" WEST 12.40 FEET;  
THENCE NORTH 0°00'00" EAST 15.78 FEET;  
THENCE NORTH 90°00'00" WEST 22.67 FEET;  
THENCE NORTH 0°00'00" EAST 65.09 FEET;  
THENCE NORTH 3°50'45" EAST 44.73 FEET;  
THENCE NORTH 0°00'00" EAST 6.20 FEET;  
THENCE NORTH 90°00'00" EAST 17.00 FEET;  
THENCE NORTH 0°00'00" EAST 48.61 FEET;  
THENCE NORTH 90°00'00" WEST 17.00 FEET;  
THENCE NORTH 0°00'00" EAST 28.02 FEET;  
THENCE NORTH 90°00'00" EAST 22.94 FEET;  
THENCE NORTH 43°36'37" EAST 32.53 FEET;  
THENCE NORTH 75°56'01" WEST 27.19 FEET;  
THENCE NORTH 0°00'00" EAST 46.21 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 18°43'36" WEST 52.45 FEET;  
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°56'15" AN ARC DISTANCE OF 53.04 FEET TO THE NORTH LINE OF SAID TRACT 123 AND THE TERMINUS OF SAID LINE.

EXCEPT THAT PORTION THEREOF CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 201008310422.

## PARCEL B:

LOT B OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 10-106542, RECORDED UNDER

SEE NEXT PAGE

LEGAL DESCRIPTION

AUDITOR'S FILE NUMBER 201011170612, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 123 AND 124, PAINE FIELD NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGES 110 AND 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 124 OF SAID PAINE FIELD NO. 3;  
THENCE NORTH 90°00'00" WEST 6.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 0°00'00" EAST 3.69 FEET;  
THENCE NORTH 68°55'29" EAST 38.25 FEET;  
THENCE NORTH 11°56'56" EAST 10.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 61.70 FEET;  
THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°38'44" AN ARC DISTANCE OF 24.39 FEET;  
THENCE NORTH 34°56'44" WEST 27.15 FEET;  
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THENCE NORTH 75°56'01" WEST 27.19 FEET;  
THENCE NORTH 0°00'00" EAST 46.21 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 18°43'36" WEST 52.45 FEET;  
THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°56'15" AN ARC DISTANCE OF 53.04 FEET TO THE NORTH LINE OF SAID TRACT 123 AND THE TERMINUS OF SAID LINE.

EXCEPT THAT PORTION THEREOF CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 201008110422.

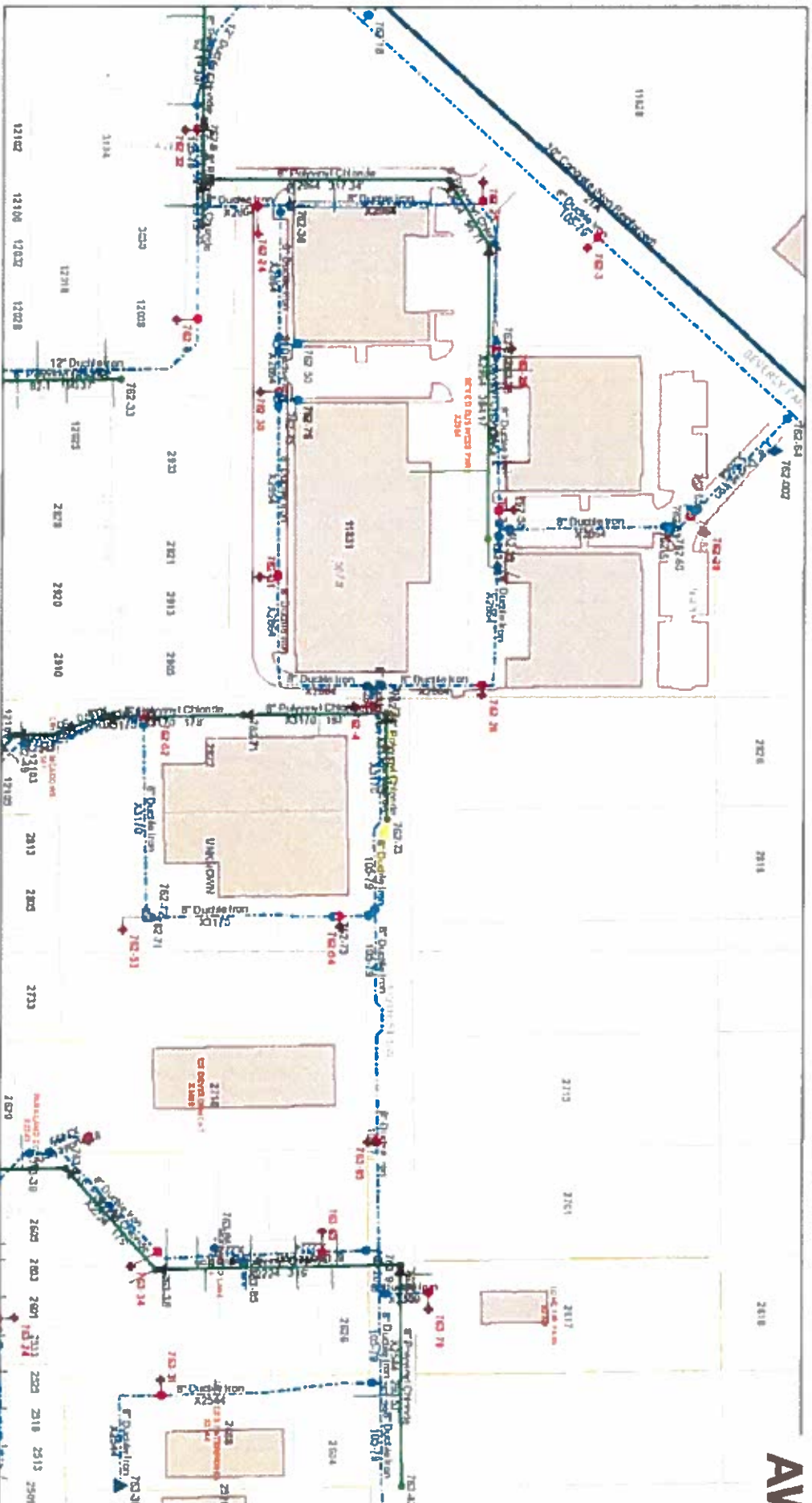
PARCEL C:

TRACT 125, PAINE FIELD NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGES 110 AND 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

# Alderwood Water & Wastewater District

# EXHIBIT 15 AWWD

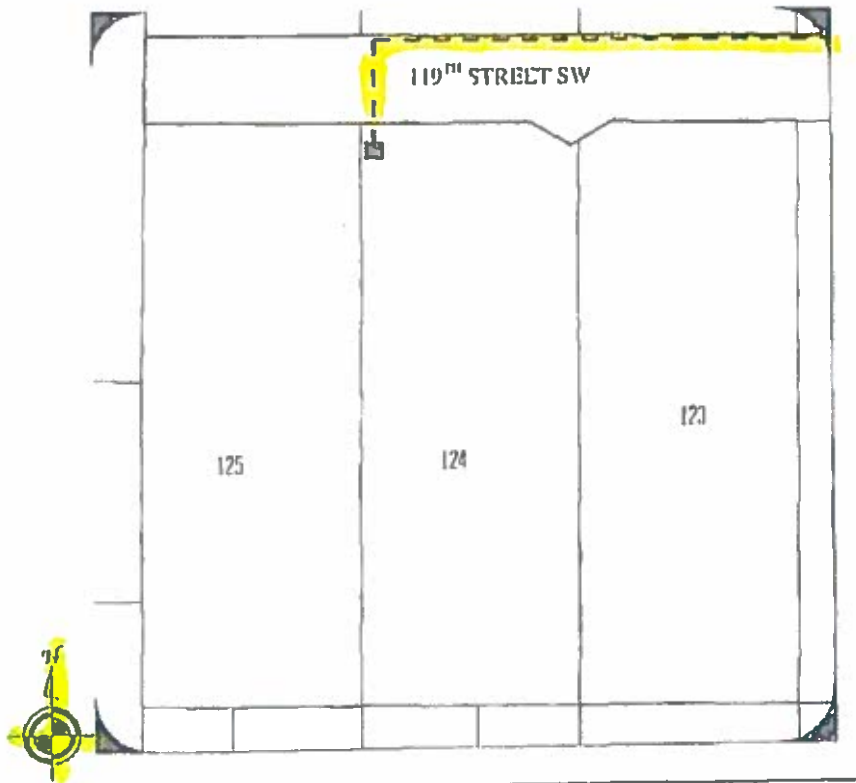


December 4, 2018

- ▲ Blow-Off Valve
- ▲ Air-Vac Valve
- DCVA
- Water System Valves
- Zone Separation Valve
- Isolate Valve
- Emergency Isolate Valve
- Hydrant Valve
- Hydrant
- Water Valve
- 714
- Water of Mains (Overhead)
- Check Valve/Main
- Water Camping
- Water Physics
- 285
- Water Storage
- Flow Meters
- Flow Meters
- Sewer Quantity Main (AWWD)
- Sewer Quantity Mains (Others)
- UTNI
- LMT
- AWWD
- HED
- PVT
- SMO
- Sewer Lateral Lines
- Sewer Discharge Point
- Sewer Facilities
- Sewer Valves
- Lift Stations
- Cartridge Test Stations
- District Boundary

B/C | Bureau of Land Management, Elm Creek, Elm Creek, Gannett, INCORPORATED P. CO., GESCO  
 USGS FAD NPS, HRCAL, Gannett, INCORPORATED P. CO., GESCO  
 Survey: Elm Creek, ME71, Elm Creek, Gannett, INCORPORATED P. CO., GESCO  
 OpenStreetMap contributors and the GIS User Community  
 B/C  
 Wm. Applegate, Inc. AS/CS  
 USGS EPA, USGS

**EXHIBIT "B"**



Not To  
Scale

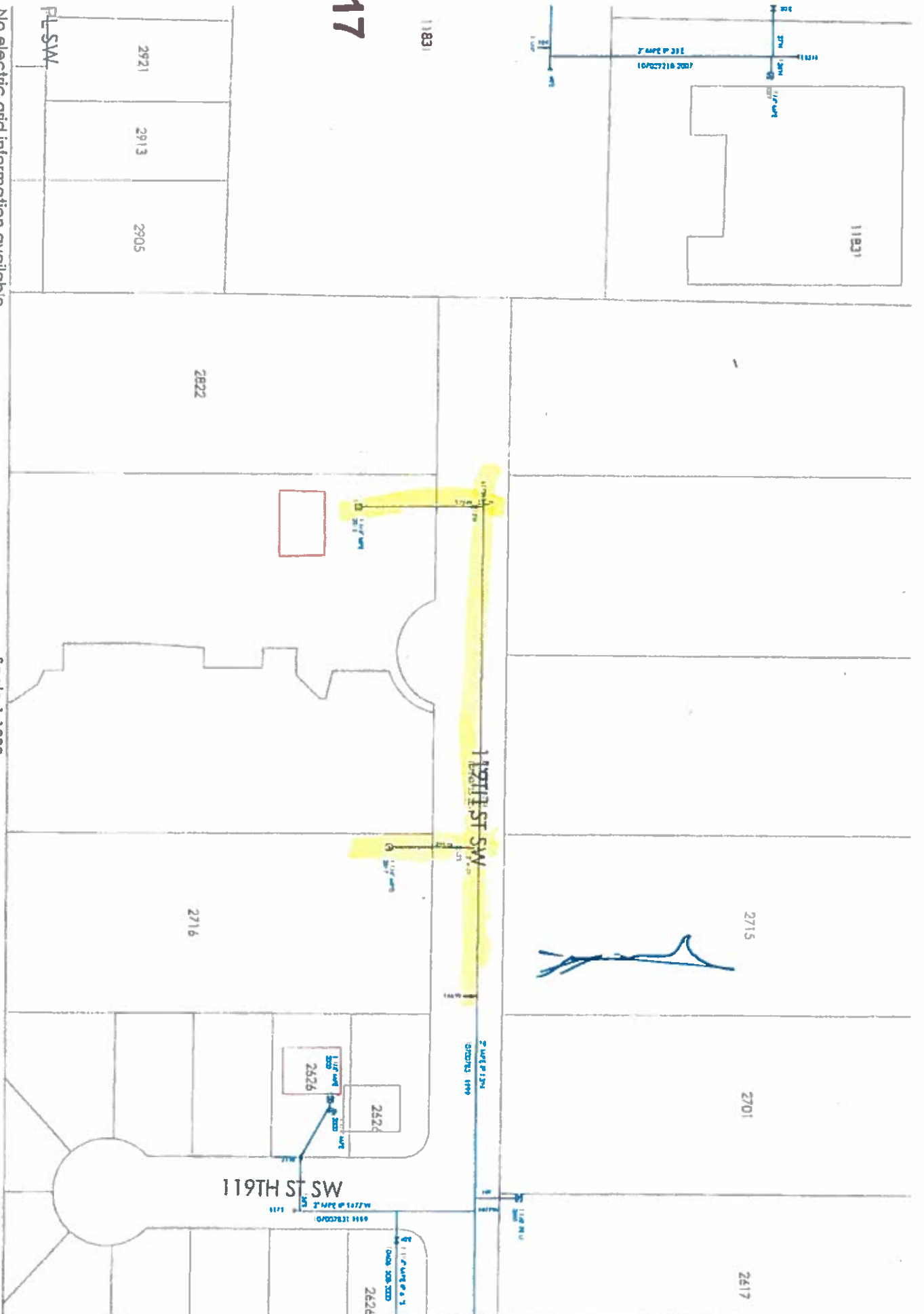
APPROXIMATE LOCATION  
OF  
NEW ELECTRICAL FACILITIES

NE 27 28 4  
NW 26 28 4

|         |                        |                 |
|---------|------------------------|-----------------|
| 9/30/11 | NORTHSHORE SHEET METAL | W O # 378407-06 |
|         | Tax Lot #              | R/W # 14627     |
|         | 00538000012300         |                 |
|         | 00538000012400         |                 |
|         | 00538000012500         |                 |

**EXHIBIT 16  
PUD**

# EXHIBIT 17 PSE



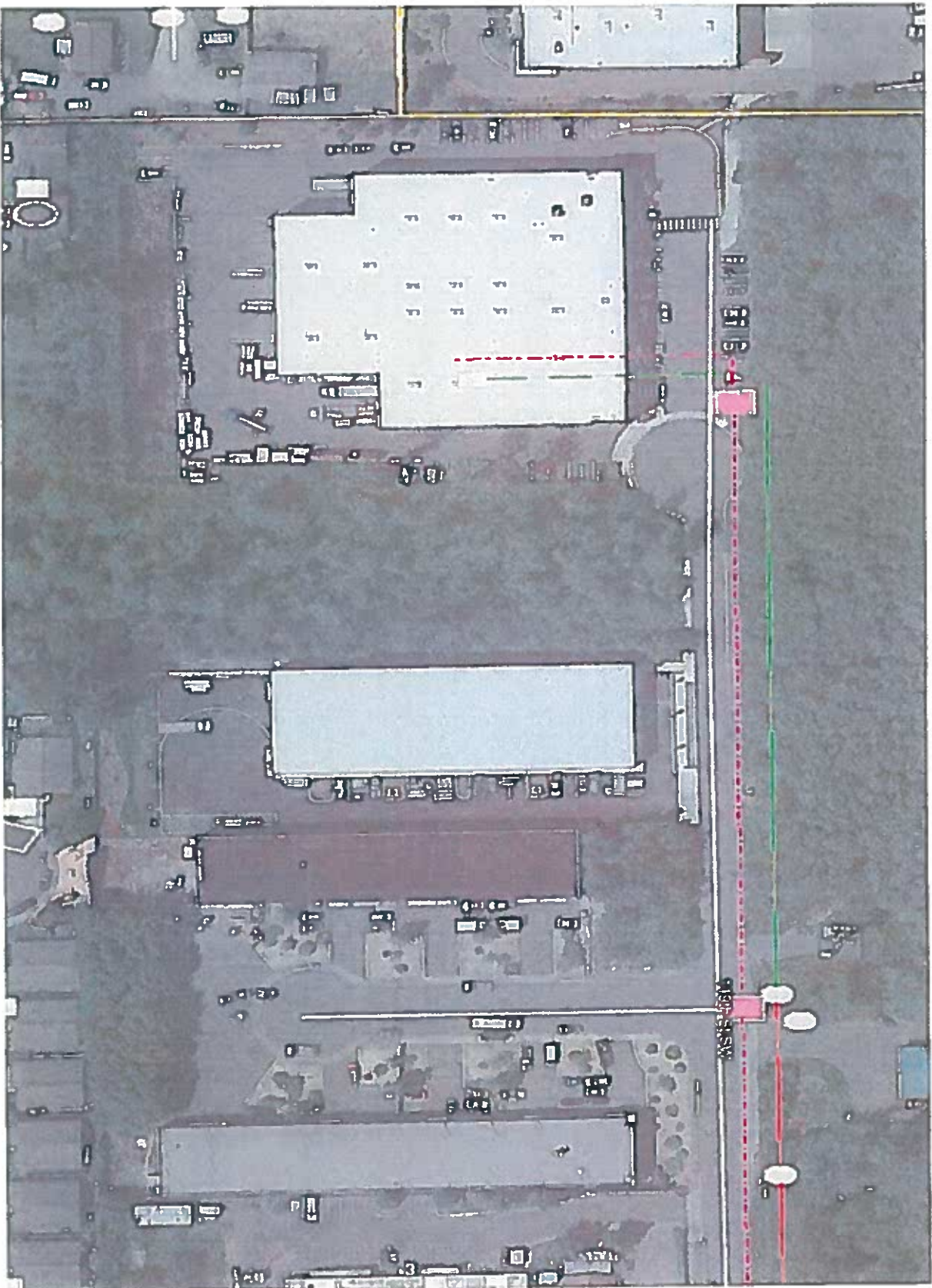
No electric grid information available  
S152074, Q152075  
12-05-2018

Scale 1:1200

Lot\Long=47.8899, -122.2714

The information on this addendum is subject to change without notice. Puget Sound Energy reserves the right to modify, supplement or restrict construction of the transmission or distribution system shown on this addendum. The final design shall be subject to the final design of the project and the final design shall be subject to the final design of the project and the final design shall be subject to the final design of the project.





**EXHIBIT 18**  
**COMCAST**