

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 21-410

AUTHORIZING ACQUISITION OF AN EASEMENT FOR FUTURE TRAIL

WHEREAS, on August 5, 2020 by Motion 20-249, the County Council approved the expenditure of up to \$300,000.00 of Conservation Futures funds to acquire multiple Regional Trail Inholdings from Monroe to Everett. These funds are currently allocated within the Parks budget; and

WHEREAS, Patrick Sugg has agreed to sell an easement across a portion of his property for future development of a public trail; and

WHEREAS, a 19,000 square foot strip of land was surveyed and evaluated to establish the fair market value for the easement. The market value was determined by market analysis to be \$23,940.00 strip of land located adjacent to State Route 203 outside the City of Monroe;

NOW, THEREFORE, ON MOTION, the County Council of Snohomish County approves the following:

Section 1. The County Council approves the Acquisition of the Easement in the form included herein and authorizes the Property Officer of Facilities to execute, on behalf of the County, the Easement Document.

Section 2. The Property Officer of Facilities Management is authorized to take all actions in order to complete the transaction and record the easement. The authorized actions include, but are not limited to, the following: (i) executing closing documents (ii) paying reasonable closing costs actually incurred and (iii) execute any other document necessary to complete the purchase on behalf of the Snohomish County.

PASSED this 15th day of December, 2021.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Vice-Chair

ATTEST:



Asst. Clerk of Council

After recording return document to:
Snohomish County
Conservation & Natural Resources/ Parks Division
6705 Puget Park Drive
Snohomish, WA 98296

EASEMENT

Reference Number:
Grantor: Patrick Sugg
Grantee: Snohomish County
Legal Description: Ptn SE ¼ NW ¼ Sec 24 Twp 27 N Rge 6 E W.M.
Assessor's Tax Parcel Number: Ptn 00954100000100

In The Matter Of: Exclusive Regional Trail Easement

The Grantor, Patrick M. Sugg, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration, hereby conveys and grants unto **Snohomish County, a political subdivision of the State of Washington**, and its successors and assigns, Grantee, an exclusive easement as described in Exhibit A attached hereto and incorporated herein by this reference over, under, upon, across and through the property described in Exhibit A, a perpetual exclusive use easement to construct, operate, repair maintain and replace a regional public trail and trail facilities; said lands being situated in Snohomish County, in the State of Washington.

This easement is granted subject to and conditioned upon the terms, conditions and covenants set forth in Exhibit B attached hereto and incorporated herein by this reference.

It is further understood and agreed that the Grantee shall defend, indemnify, and save the Grantor(s) harmless from any and all claims and causes of action of every kind and description which may accrue to, or be suffered by any person, persons or property by reason of, arising out of, or resulting from the Grantee's exercise of the rights herein granted; provided that Grantee shall not be responsible to Grantor for any damages resulting from injuries to any person or property caused in part or in whole by acts or omissions of Grantor.

EASEMENT


The Undersigned hereby agree to grant the rights herein conveyed upon receipt of payment from the Grantee.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon Snohomish County, State of Washington unless and until accepted and approved in writing by the Snohomish County Executive Director.

The covenants set forth herein shall run with the land and bind the Grantor(s) and Grantor(s)' heirs, successors and assigns.

Dated 19 Oct 2021

Patrick Sugg



Grantor

COUNTY OF SNOHOMISH
Department of Conservation and Natural Resources

By: _____

Checked By: Sean Reay

Date: 9-03-2021

DOCUMENT TEMPLATE
REVIEWED AND APPROVED:
Gordon W. Sivley
Deputy Prosecuting Attorney
Date: 8/24/12

EASEMENT

STATE OF WASHINGTON)
 : §
COUNTY OF SNOHOMISH)

On this 19 day of October, 2021, before me personally appeared Patrick Sugg, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

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

Notary Seal

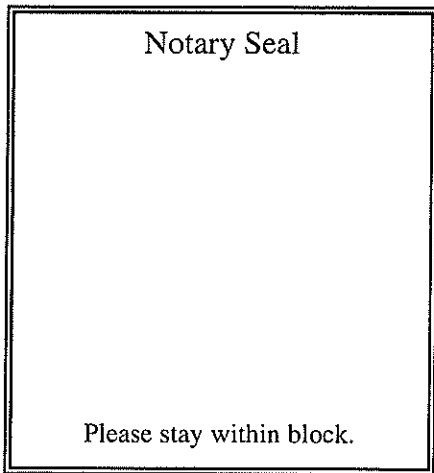
Notary Public State of Washington KYE IRIS-PECK LICENSE # 13818 MY COMMISSION EXPIRES NOVEMBER 10, 2024	Notary (print name) <u>Kye Iris-Peck</u> Notary Public in and for the State of Washington, residing at <u>Snohomish</u> My commission expires <u>November 10, 2024</u>
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Please stay within block.

EASEMENT

STATE OF WASHINGTON)
 : §
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 signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of Snohomish County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



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

EASEMENT

EXHIBIT "A"

ALL THAT PORTION OF UNIT 1, HIGH ROCK CONDOMINIUM, SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 200306105004, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; LYING WESTERLY OF THE FOLLOWING DESCRIBE LINE.

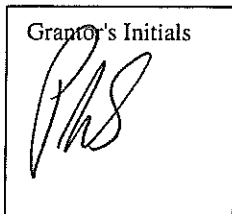
COMMENCING AT THE NORTHEAST CORNER OF SAID UNIT 1;
THENCE SOUTH 01°32'16" WEST A DISTANCE OF 602.73 FEET, ALONG THE EAST LINE OF SAID UNIT 1;
THENCE NORTH 73°11'03" WEST A DISTANCE OF 94.46 FEET, TO AN ANGLE POINT ON THE WESTERLY SIDE OF SAID UNIT 1;
THENCE CONTINUING NORTH 73°11'03" WEST, A DISTANCE OF 50.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 16° 48' 57" EAST A DISTANCE OF 97.70 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS 816.30 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 265.40 FEET AND CONSUMING A CENTRAL ANGLE OF 18°37'43";
THENCE NORTH 01°48'46" WEST A DISTANCE OF 69.68 FEET MORE OR LESS, TO POINT ON THE WESTERLY LINE OF SAID UNIT 1, AND TERMINUS OF SAID LINE;
SAID POINT BEARS NORTH 34°42'22" EAST TO THE NORTHEAST CORNER OF UNIT 1.

CONTAINS 19,000 SQUARE FEET +/-

AS SHOWN AS THE PROPOSED ACQUISITION AREA OF THE RECORD OF SURVEY AF# 202011035004.

SITUATE IN SNOHOMISH COUNTY, STATE OF WASHINGTON



EASEMENT

EXHIBIT "B"

Declaration of Covenant and the terms and conditions thereof:

Recorded: November 26, 2002

Recording No.: 200211261508

Declaration of Covenant and the terms and conditions thereof:

Recorded: December 2, 2002

Recording No.: 200212020289

Critical Areas Site Plan and the terms and conditions thereof:

Recorded: December 5, 2002

Recording No.: 200212050201

Declaration of Covenant and the terms and conditions thereof:

Recorded: March 25, 2003

Recording No.: 200303250272

Regulations and requirements provided for in that certain Declaration:

Recorded: June 10, 2003

Snohomish County Recording No.: 200306100396

Including, but not limited to, assessments levied by the Homeowner's Association and of Chapter 64.34 of Revised Code of Washington, designated as Washington Condominium Act and amendments thereto.

And amendments thereto:

Recording No(s): 200310311628

Provisions set forth on the Condominium Survey Map and Plans and amendments thereto, recorded June 10, 2003 under Recording No.200306105004.

And amendments thereto:

Recording No(s): 200805140778