Adopted: 09/09/15 Effective: 09/25/15

SNOHOMISH COUNTY COUNCIL Snohomish County, Washington

ORDINANCE NO. 15-053

AN ORDINANCE APPROVING AN INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS CONCERNING IMPROVEMENTS TO 20TH STREET SE AND THE SURPLUS AND TRANSFER OF ACQUIRED PROPERTIES

WHEREAS, Snohomish County, a political subdivision of the State of Washington (the "County"), and the City of Lake Stevens, a Washington municipal corporation pursuant to Chapter 39.34 RCW (the "City") (together, the "Parties"), agree that 20th Street SE is a significant and important east-west connector arterial serving residents and businesses in the City and the County; and

WHEREAS, pursuant to an *Interlocal Agreement Between Snohomish County and the City of Lake Stevens Concerning the Coordination of Improvements to 20th Street SE (the "Original Agreement") recorded March 10, 2010, under Auditor's File Number 201003100073, the Parties established their respective rights and responsibilities related to improvements along two (2) segments of 20th Street SE: (1) that section of 20th Street SE running between 91st Avenue SE and South Lake Stevens Road (hereinafter "Segment 1") and (2) that section of 20th Street SE running between US Highway 2 and 91st Avenue SE (hereinafter "Segment 2" or "Phase 2"); and*

WHEREAS, said rights and responsibilities were negotiated in contemplation of the City's intent to annex, among other areas, the areas of Segment 1 and Segment 2 (the "Southwest Annexation"); and

WHEREAS, on or about December 31, 2009, the City completed the Southwest Annexation; and

WHEREAS, consistent with the Original Agreement, during the course of 2010, the County completed the improvements to Segment 1 and transferred said improvements to the City; and

WHEREAS, the Original Agreement was subsequently amended by *Amendment No.* 1 to the Interlocal Agreement Between Snohomish County and the City of Lake Stevens Concerning the Coordination of Improvements to 20th Street SE (hereinafter the "First Amendment") recorded October 21, 2011, under Auditor's File No. 201110210186; and

WHEREAS, the First Amendment, among other things, amended the Parties' rights and responsibilities as to the design and construction of Segment 2, including transferring to the City responsibility as the lead agency for completing Segment 2; and

Ordinance 15-053

Adopted: 09/09/15 Effective: 09/25/15

WHEREAS, prior to transferring lead agency status for the Segment 2 improvements to the City, the County acquired certain real property necessary to construct planned improvements in the project area; and

1 2

WHEREAS, the County intends for the real property acquired for purposes of constructing the Segment 1 and Segment 2 improvements to be used for the benefit of the Segment 2 improvements; and

WHEREAS, the County and the City agree it is mutually beneficial for the County and the City to continue working together cooperatively on the Segment 2 improvements and to provide for the disposition of real property acquired by the County in anticipation of future construction of the Segment 2 improvements; and

WHEREAS, in furtherance of the Parties' previous and continued agreement to cooperate to complete the project, the Parties negotiated an *Interlocal Agreement Between Snohomish County and the City of Lake Stevens Concerning Improvements to 20th Street SE and the Transfer of Acquired Properties* (the "Agreement"), attached hereto as Exhibit 1; and

WHEREAS, the property acquired by the County for the Segment 1 and Segment 2 improvements is depicted on the As Acquired Right of Way Plan for 20th Street SE on file with the County Engineer under Surveys No. 3691 and 3735 in substantially the form attached to the Agreement as Exhibit A; and

WHEREAS, approval of the Agreement would authorize transfer of all property acquired in support of the Segment 1 and Segment 2 improvements to the City of Lake Stevens and further establish design expectations for the corridor by and between the Parties; and

WHEREAS, the Department of Public Works and the Property Management Division recommend that all property interests acquired for construction and maintenance of the Segment 1 and Segment 2 improvements including all right of way, detention sites, mitigation sites and any easements appurtenant thereto be declared surplus pursuant to Chapter 4.46 SCC and transferred to the City in accordance with the Agreement; and

WHEREAS, the County Council held a public hearing on September 9, 2015 to consider approving the *Interlocal Agreement Between Snohomish County and the City of Lake Stevens Concerning Improvements to 20th Street SE and the Transfer of Acquired Properties and authorizing the County Executive to sign and execute the Agreement on the County's behalf;*

NOW, THEREFORE, BE IT ORDAINED:

 <u>Section 1.</u> The County Council authorizes the Snohomish County Executive, or his designee, to sign and execute on behalf of Snohomish County the *Interlocal Agreement Between Snohomish County and the City of Lake Stevens Concerning Improvements to 20th Street SE and the Transfer of Acquired Properties, including the surplus and disposition Ordinance 15-053*

AN ORDINANCE APPROVING AN INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS CONCERNING IMPROVEMENTS TO 20^{TH} STREET SE AND THE SURPLUS AND TRANSFER OF ACQUIRED PROPERTIES

1 2	of property contemplated therein, in substantially the same form as attached hereto as Exhibit 1.
3 4 5 6 7 8 9	Section 2. The County Council authorizes the Snohomish County Executive, or his designee, to sign on behalf of Snohomish County a quit claim deed in substantially the form attached to the Agreement as Exhibit C , or any other document, agreement, instrument, or other statement, and take such further actions as may be reasonably required in order to effectuate the transfer of all right, title and interest the County holds in the "Project Properties," as that term is defined in the Agreement, to the City.
0	PASSED this day of Septem ber, 2015.
2	•
3	SNOHOMISH COUNTY COUNCIL
14 15	Snohomish County, Washington
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17	2 Dreinson
.8	Chairperson
20	ATTEST:
21 22 23 24	Clerk of the Council, ASST
25 26	APPROVED
27 28 29	() EMERGENCY
30 31	() VETOED
32	DATE: 9/15/15
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34 35	(Mu Farence
36	County Executive
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38 39	$=(Q_1, Q_2, \dots)$
10	TUMIUW
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12 13	Approved as to form only:
14	
15 16	CALL COLISIS
17	Deputy Prosecuting Attorney
	Ordinance 15

Exhibit 1

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS CONCERNING IMPROVEMENTS TO 20TH STREET SE AND THE TRANSFER OF ACQUIRED PROPERTIES

This INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS CONCERNING IMPROVEMENTS TO 20TH STREET SE AND THE TRANSFER OF ACQUIRED PROPERTIES (this "Agreement"), is made and entered into this _____ day of ________, 2015, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF LAKE STEVENS, a Washington municipal corporation (the "City") pursuant to Chapter 39.34 RCW.

RECITALS

- A. Pursuant to an *Interlocal Agreement Between Snohomish County and the City of Lake Stevens Concerning the Coordination of Improvements to 20th Street SE* (hereinafter "the Original Agreement") recorded March 10, 2010, under Auditor's File Number 201003100073, the City and the County established their respective rights and responsibilities related to improvements along two (2) segments of 20th Street SE: (1) that section of 20th Street SE running between 91st Avenue SE and South Lake Stevens Road (hereinafter "Segment 1") and (2) that section of 20th Street SE running between US Highway 2 and 91st Avenue SE (hereinafter "Segment 2" or "Phase 2"). Said rights and responsibilities were negotiated in contemplation of the City's intent to annex, among other areas, the areas of Segment 1 and Segment 2 (the "Southwest Annexation").
- **B.** On or about December 31, 2009, the City annexed Segment 1 and Segment 2. Consistent with the Original Agreement, during the course of 2010, the County completed the improvements on Segment 1 and transferred said improvements to the City.
- C. The Original Agreement was subsequently amended by Amendment No. 1 to the Interlocal Agreement Between Snohomish County and the City of Lake Stevens Concerning the Coordination of Improvements to 20th Street SE (hereinafter the "First Amendment"), recorded under Auditor's File No. 201110210186. The First Amendment amended, among other things, the parties' rights and responsibilities as to Segment 2.
- **D.** The County and the City agree that it is mutually beneficial for the County and the City to continue working together cooperatively on the Segment 2 improvements and to provide for the disposition of real property acquired by the County in anticipation of future construction of the Segment 2 improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS CONCERNING IMPROVEMENTS TO 20TH STREET SE AND THE TRANSFER OF ACQUIRED PROPERTIES

- Pg. 1

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

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW. The purpose and intent of this Agreement is to facilitate the transfer of County- owned real property interests to the City, and further coordinate the parties' efforts to locate funding for and to complete the Segment 2 improvements.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect until the obligations of the parties are discharged or otherwise extended, terminated or modified as set forth below, PROVIDED, HOWEVER, that each party's obligations after December 31, 2015, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:	City's Initial Administrator:
County 5 Illinal Administrator.	CILV S HIIII AUHHIIISHAIDI.

Owen Carter, County Engineer	Mick Monken, City Engineer
Snohomish County DPW	City of Lake Stevens
3000 Rockefeller Avenue M/S 607	1820 Main Street
Everett, Washington 98201	Lake Stevens, Washington 98258

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. <u>Interests in Real Property.</u>

Pursuant to improvements to Segment 1 and Segment 2, the County acquired certain real property interests in Snohomish County, Washington, located along 20th Street SE as depicted on the As Acquired Right of Way Plan for 20th Street SE on file with the County Engineer under Surveys No. 3691 and 3735 (the "Project Properties"), attached

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS CONCERNING IMPROVEMENTS TO 20TH STREET SE AND THE TRANSFER OF ACQUIRED PROPERTIES - Pg. 2

hereto as Exhibit A. For the purposes of this agreement, the Project Properties include all those parcels identified on said As Acquired Plan as "EXCESS PROPERTY" together with all property interests acquired for construction and maintenance of the Segment 1 and Segment 2 improvements including all right of way, detention sites, mitigation sites and any easements appurtenant thereto. The parties agree that, for purposes of the parties' obligations under the Original Agreement, as amended, and for purposes of and in consideration of this Agreement and the completion of the Segment 2 improvements by the City to accommodate City and County traffic, all right, title and interest in the Project Properties, together with any structures, improvements or fixtures located thereon, shall transfer from the County to the City without further or additional consideration, compensation or reimbursement from either party. The parties agree to execute a quit claim deed in substantially the form attached hereto as Exhibit C, or any other document, agreement, instrument, or other statement, and take such further actions as may be reasonably required by any other party hereto in order to effectuate the transfer of all right, title and interest the County holds in the Project Properties to the City. The cost of recording said document(s) shall be borne by the County.

5. <u>Covenant to Cooperate to Obtain Funding and Complete Improvements.</u>

- 5.1 Completion of Segment 2 Improvements. The City shall be responsible for the completion of the design, right-of-way acquisition, and construction of the Segment 2 improvements. In the third recital of the Original Agreement, the parties agreed that "it would be mutually beneficial to improve a segment of 20th Street SE extending from US 2 east to South Lake Stevens Road by widening it to five lanes with signalized intersections and adding bicycle lanes and sidewalks, for the purpose of adding capacity and improving road standards." The City's 20th Street SE Corridor Subarea Plan (September 2012) further identifies as an objective the widening of 20th Street SE to serve as a five lane "Boulevard" to facilitate "all modes of transportation" through the corridor. In addition, Community Transit has identified the corridor as a Transit Emphasis Corridor in its 2011 Long Range Plan, noting as a recommendation to "Ensure that the final project design for improvement of 20th Street includes westbound HOV lane to US Hwy 2 Trestle." Consistent with these planning documents and to facilitate future transportation planning, the County and the City agree that the Segment 2 improvements should be constructed to a standard substantially similar to the cross sections described on attached Exhibit B to this Agreement ("20th Street SE – Segment 2 Typical Cross Sections"). The County and the City further agree the following elements will be included in all plans and designs for the Segment 2 improvements:
 - i. Four lanes of travel between US2 and 91st Ave. SE:
 - ii. Designated left-turn lanes on the eastbound approaches to the intersections of 20th Street SE with Cavelero Road, 79th Ave. SE, 83rd Ave. SE, 85th Drive SE and 88th Drive SE;
 - iii. Designated left-turn lanes on the westbound approaches to the

- intersections of 20th Street SE with Cavelero Road, 79th Ave. SE and 83rd Ave. SE:
- iv. Provision for U-turns eastbound and westbound at Cavelero Road, 79th Ave. SE, 83rd Ave. SE, and 91st Ave. SE;
- v. Restricted left turns between US2 and Cavelero Road;
- vi. Restricted left turns between the intersections identified in (ii) above, unless a two-way left turn lane is provided;
- vii. Street lights; and,
- viii. New traffic signal at Cavelero Road.
- 5.2 <u>Transit Emphasis</u>. The parties agree that an important element of the Segment 2 improvements is the addition of transit facilities and the encouragement of transit use in the corridor. Based on its traffic modeling for the corridor, the County's preferred design for Segment 2 calls for the inclusion of a westbound HOV lane throughout the project area to encourage greater transit use to improve traffic flow during the AM peak period. The City agrees it will include an analysis of the effect of including westbound HOV on AM peak traffic flows in the traffic analysis, modeling and studies that the City generates in the planning and design of the Segment 2 improvements. The City further agrees that it will provide the County with copies of said traffic analysis, modeling and studies and a reasonable opportunity to comment prior to making a determination as to the final channelization design for the Segment 2 improvements.
- 5.3 <u>Funding for Improvements to Segment 2</u>. The County shall assist the City in pursuing funding for the design, right-of-way acquisition, and/or construction of Segment 2 in the form of grants or loan programs, PROVIDED, HOWEVER, that the County shall not be obligated to expend County funds in the repaying of any funding secured by the City relating thereto nor shall the County otherwise assume any funding obligations as to Segment 2.
- 5.4 <u>Proceeds from Project Properties</u>. The County and City agree that any proceeds from the sale of the Project Properties will be expended on the design, right-of-way acquisition, and/or construction of Segment 2.

6. <u>Indemnification/Hold Harmless.</u>

6.1 No Assumption of Obligations, Responsibilities or Liabilities. The parties agree that the performance of this Agreement shall not constitute an assumption by the City or the County of any of the other party's obligations or responsibilities relating to the roads, streets, utilities, transportation facilities, or other elements of Segment 2. In entering this Agreement, neither the City nor the County assumes any duty to any third party and no liability shall attach to either the City or the County by reason of entering into this Agreement except as expressly provided herein.

- 6.2 <u>City's Indemnification of County.</u> The City shall hold harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the City's performance of this Agreement, including claims by the City's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.
- 6.3 <u>County's Indemnification of City.</u> The County shall hold harmless, indemnify, and defend, at its own expense the City, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever, arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees or agents.
- 6.4 <u>Concurrent Negligence.</u> In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by the City and the County, including claims by the City's and the County's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the City and the County, their officers, officials, employees, agents and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.
- 6.5 <u>Waiver of Immunity under State Industrial Insurance Laws.</u> It is specifically and expressly understood that the indemnification provided in this Agreement constitutes the parties' waiver of immunity under the State Industrial Insurance laws, Title 51 RCW, solely for the purposes of this indemnification, and that this waiver has been mutually negotiated.
- 6.6 <u>Survival.</u> The provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement.

7. <u>Liability Related to City or County Ordinances, Policies, Rules and Regulations.</u>

7.1 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

7.2 In executing this Agreement, the City does not assume liability or responsibility for or in any way release the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, policy, rule or regulation is at issue, the County shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the County, the City, or both, the County shall satisfy the same, including all chargeable costs and reasonable attorney's fees

8. Insurance.

Each party shall maintain its own insurance and/or self-insurance for its obligations from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be. Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations and cause any subcontractors working on behalf of said party to also carry such insurance prior to performing work under the Agreement.

9. <u>Compliance with Laws.</u>

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

10. Default and Remedies.

- 10.1 <u>Default</u>. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.
- 10.2 <u>Remedies</u>. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-

Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

11. <u>Dispute Resolution</u>.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

12. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

13. Miscellaneous.

- 13.1 <u>Entire Agreement: Amendment.</u> This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes over any conflicting provisions contained in any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.
- 13.2 <u>Conflicts between Attachments and Text</u>. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.
- 13.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a

lawsuit, including reasonable attorney's fees.

- 13.4 <u>Interpretation</u>. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.
- 13.5 <u>Severability</u>. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.
- 13.6 <u>No Waiver</u>. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.
- 13.7 <u>No Assignment</u>. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.
- 13.8 <u>Warranty of Authority</u>. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.
- 13.9 <u>No Joint Venture</u>. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.
- 13.10 <u>No Separate Entity Necessary.</u> The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- 13.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

- 13.12 <u>No Third Party Beneficiaries</u>. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.
- 13.13 <u>Records.</u> Both parties shall maintain adequate records to document obligations performed under this Agreement. Each party shall have the right to review the other party's records with regard to the subject matter of this Agreement, upon reasonable notice. All such records shall be maintained for at least six (6) years following termination of this Agreement.
- 13.14 <u>Execution in Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

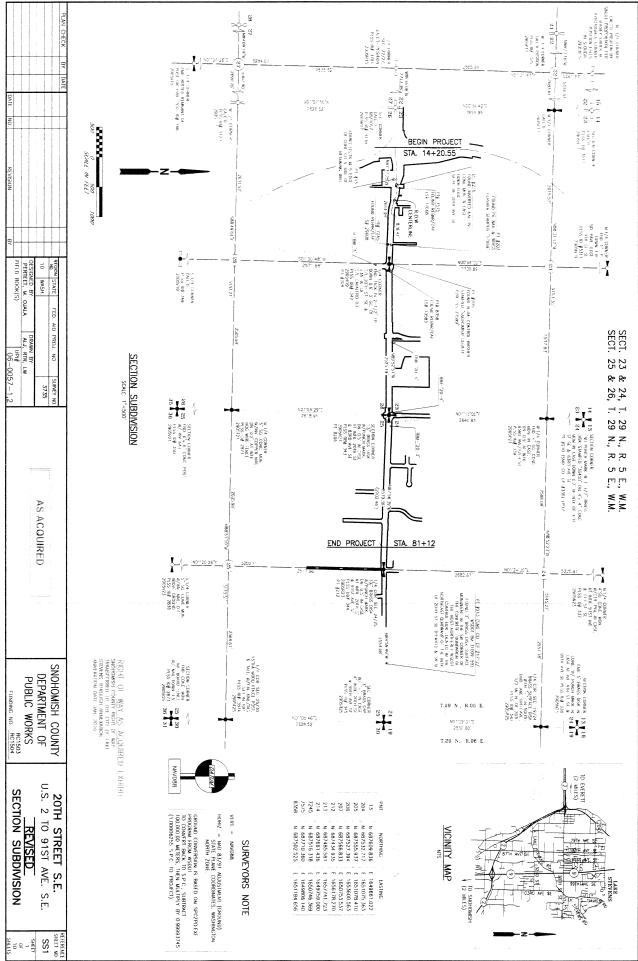
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:	CITY:
Snohomish County, a political subdivision of the State of Washington	City of Lake Stevens, a Washington municipal corporation
By	By Ulm Lette
Name:	Name: Vern Little
Title:	Title: Mayor
Approved as to Form:	Approved as to Form:
	Drentk (NUC)
Deputy Prosecuting Attorney	City Attorney

EXHIBIT A - AS ACQUIRED RIGHT OF WAY PLAN FOR 20TH STREET SE

EXHIBIT A - 20^{th} STREET SE - AS ACQUIRED RIGHT OF WAY PLAN FOR 20^{TH} STREET SE

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS CONCERNING IMPROVEMENTS TO 20^{TH} STREET SE AND THE TRANSFER OF ACQUIRED PROPERTIES



ACQUISITION DOCUMENT (AUDITOR FILE NO.) 22 \ 23 27 \ \ 26 PARCEL NO. NAME
947.50-AC1504-065 PESCE, MURRIN
947.50-AC1504-0650 RECHARDSON, GRACE
947.50 AC1504-0666 FEFFAR, S. & CREWAL 7/20/10 A R/W UPDATES
3/10/10 N LOT UPDATES
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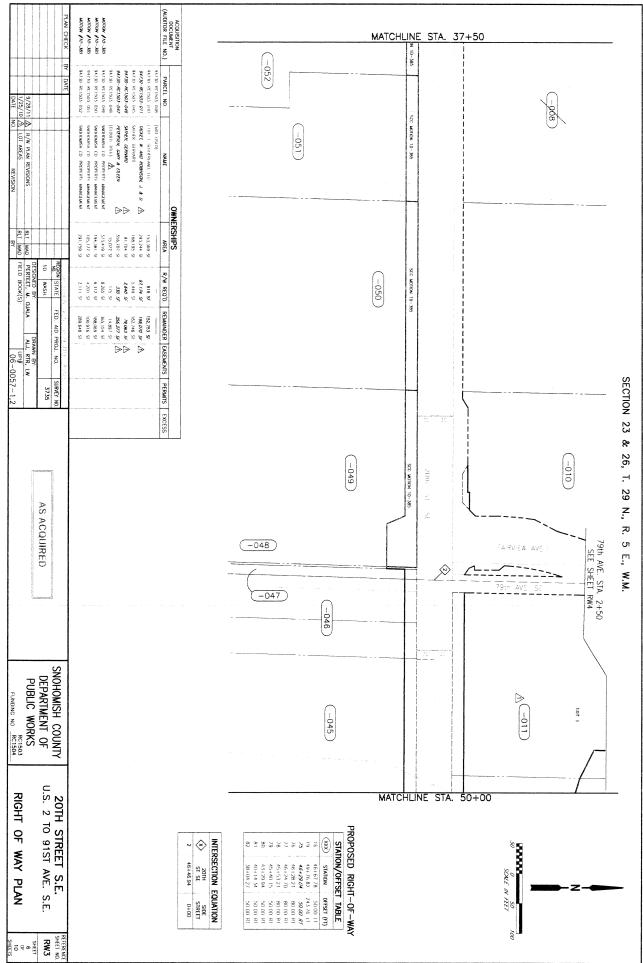
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DEPARTMENT OF
PUBLIC WORKS
RC1503
FUNDING NO. RC15034 (−065a) Å 224 223 -065 20TH STREET S.E. U.S. 2 TO 91ST AVE. S.E. RIGHT OF WAY PLAN MATCHLINE STA. 24+50 SCALE IN FEEL REFERENCE SHEET NO.

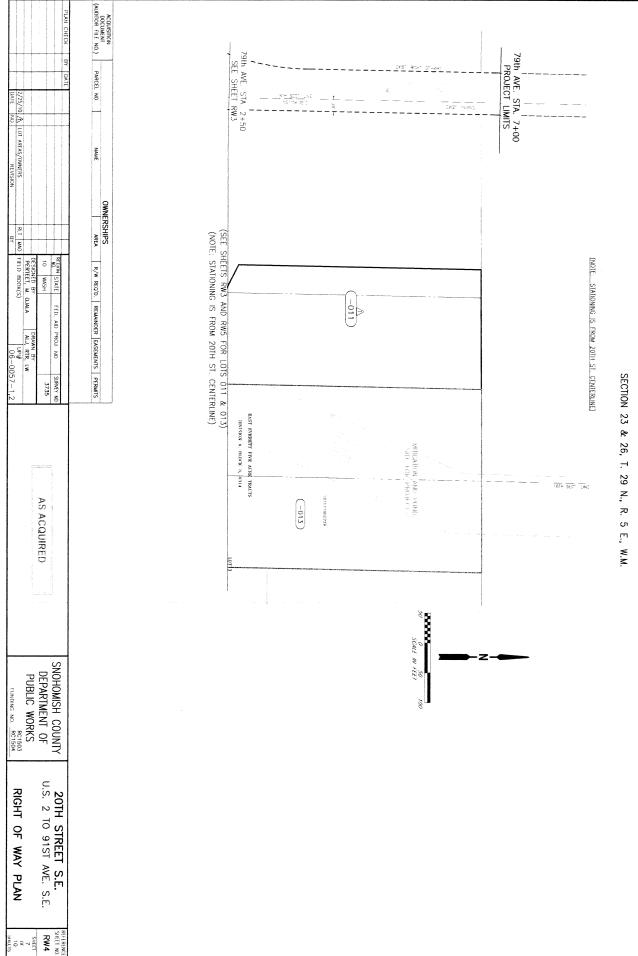
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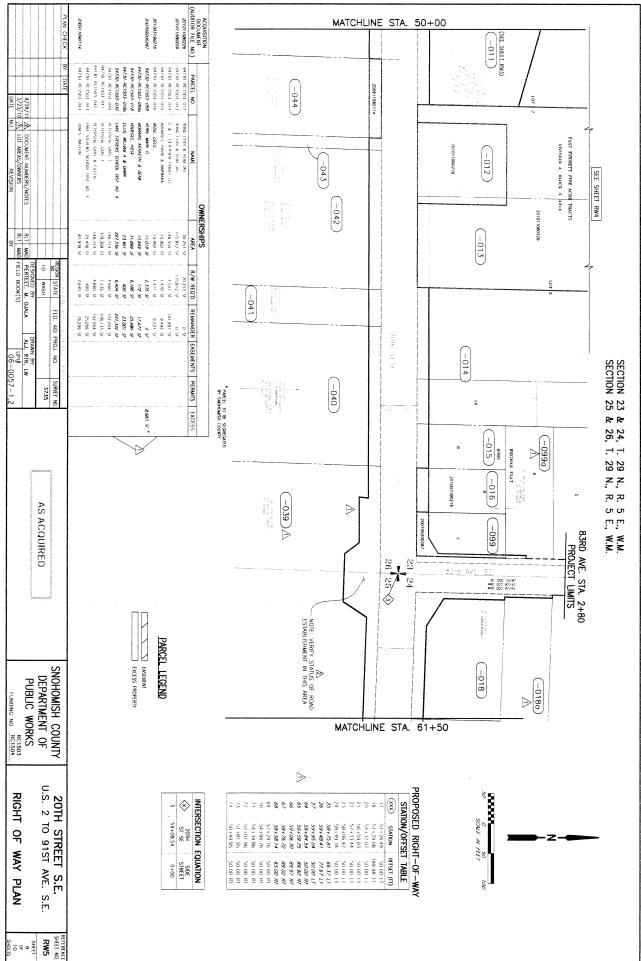
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SNOHOMISH COUNTY DEPARTMENT OF PUBLIC WORKS PUNDING NO. RC1504		
20TH STREET S.E. U.S. 2 TO 91ST AVE. S.E. RW7 RIGHT OF WAY PLAN		



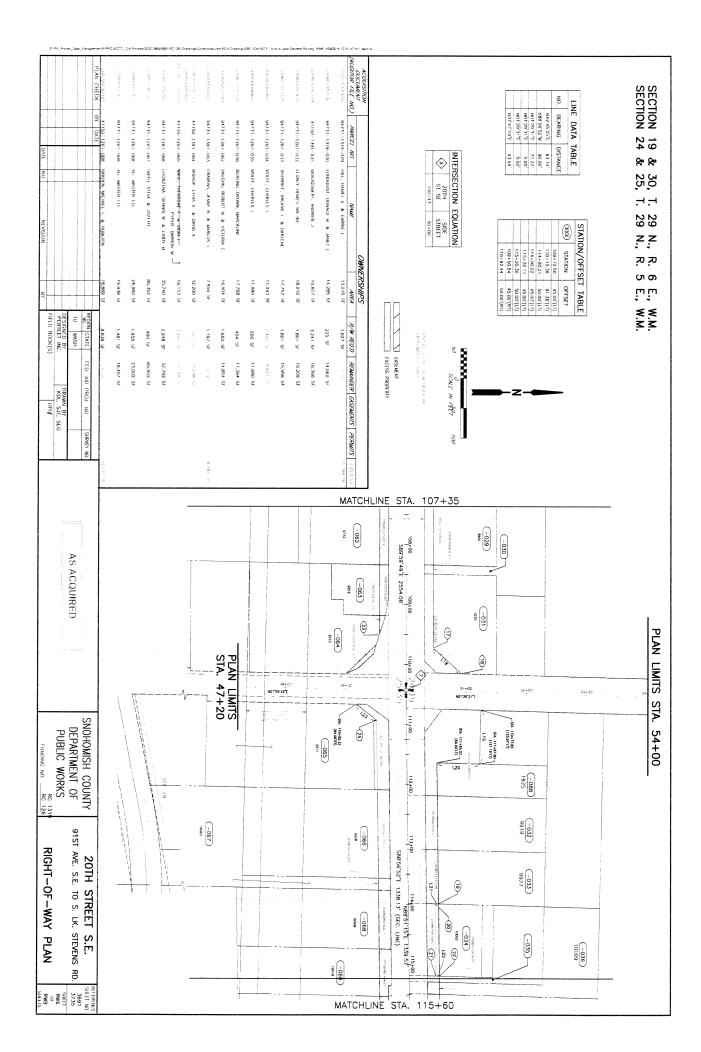
REFERENCE SHEET NO. 3735

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RD.

100



MATCHLINE STA. 115+60 LAN CHECK 10015 10000 116+00 BY DATE N89:51'15"E 1339.57' (-071) -038 10000 (-072) 118+00 -\$88'56'52"E 1338.13' (SEC. LINE) 10110 50 0 10117 SCALE IN FEET 119+00 SECTION 19 & 30, T. 29 N., R. 6 E., W.M. -074 FIELD BOOK(S) PERTEET INC. 120+00 121+00 DRAWN BY KDL. SJT, SEG 10360 122+00 123+00 10320 -040 124+00 AS ACQUIRED 2004-123-100 ED. 507-125-100-115-V (2023-11-125-124+25 NION NEF MATCHLINE STA. ACQUISITION DOCUMENT AUDITOR FILE NO.) 200705140536 :0∦08-2-05761 200806040416 20080801042 2008123102 1816 004797-000-007-03 PARCEI NO. 94731-1261-037 94731-1261-040 SMITH, DUANE W. 94731-1261-038 94731-1261-087 94731-1261-074 WEST COAST TELEPHONE CO. & NKA VERIZON NW INC 94731-1261-076 GTE NKA VERIZON NW INC 94731-1261-070 ALL-MASTER LLC 94731-1261-073 ALL-MASTER LLC 94731-1261-072 ALL-MASTER LLC 94731-1261-071 ALL-MASTER LLC 94731-1261-039 FUND, FRED R & SALLY A. STA 125+77.41, 591.05 SNOHOMISH COUNTY
DEPARTMENT OF
PUBLIC WORKS KAINTZ, JANET CHAPEL HILL PRESBYTERIAN CHURCH POTTER, LINDA LEGACY HOMES NW INC -+==== - The same NAME OMNERSHIPS
AREA ROW RO'D REMINDER EXSENDING PERMITS
23.314 SF 1.651 SF 21.663 SF 23,086 SF 420,272 SF 67,141 SF 42,568 SF 19,203 SF 13,139 SF 19,635 SF 19,635 SF 425,226 SF 91ST 4,100 SF RIGHT-OF-WAY PLAN 1,178 SF 1,178 SF 1,635 SF 20TH STREET S.E. AVE. S.E. TO S. LK. STEVENS RD. 3.816 SF 3.193 SF 960 SF 657 SF 28 SCHU IN 1881 21,451 SF 76,612 SF 421,126 St 142,940 SF 63,325 SF 12,482 SF 18.457 SF 18,457 SF 39,375 SF 18.243 SF NO. BEARING DISTANCE
NOT44155" 5.00'
NOT44154" 5.00'
NOT1041" 5.00'
NOT1041" 5.00'
NOT0411" 5.00'
NOT0411" 5.00'
NOT0415" 5.00'
NOT0415" 5.00'
NOT0415" 5.00' STATION/OFFSET TABLE XXX) STATION OFFSET LINE DATA TABLE 123+83.87 60.00'(RT) 4,759 SF REFERENCE SHEET NO. 3691 RW9

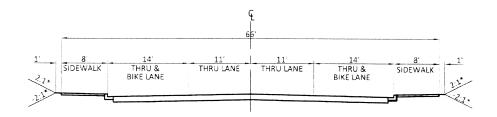
ACQUISITION
DOCUMENT
(AUDITOR FILE NO.)
200805050223 Octivit with MATCHLINE STA. 125+00 S88"15'52"E 370.02' S. LK. STEVENS CONVENT CHURCH (-077) PARCEL NO. 94751-1261-041 94725-1261-079 PS PROPERTIES, LLC RICHARDSON, WILLIAM M. 10315 126+00 200803180800 OMNERSHIPS

AREA

108,040 SF 127+00 10112 48,817 SF 40,273 SF 1920 PERTEET INC. 128+00 R/W REOD REMAINDER EASEMENTS PERMITS EXCESS 40,273 SF 48,817 SF 7,383 SF WASH. 100,657 SF 0 SF 129+00 AID PROJ. NO. DRAWN BY: KDL, SJT, SEG NBB*15'52"W 103.00" 731300Z83 SECTION 19 & 30, T. 29 N., R. 6 E., W.M. SURVEY NO. 130+00 -080 -081 ACCOISTION
DOCUMENT
(AUDITOR FILE N
200711300263 131+00 200712210281 20111 94731-1261-083 AS ACQUIRED 94731-1261-084 94731-1261-081 PARCEL NO. LANSING, ALBERT J. TOLMAN, EDWARD W. & GWENDOLYN KANE, PHILIP H. & KATHLEEN A. 133+00 -041 TRANSMISSION LINE EASEMENT NOT SHOWN/RESEARCHED AT THIS TIME. -083 10810 134+00 OWNERSHIPS
AREA

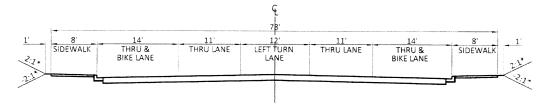
78,193 SF SNOHOMISH COUNTY
DEPARTMENT OF
PUBLIC WORKS 330,887 SF 40,532 SF 135+00 FUNDING NO. RC 126 10620 900 SF 1,600 SF 329,987 SF 138+00 REMANDER EASEMENTS PERMITS 20TH STREET S.E. 91ST AVE. S.E. TO S. LK. STEVENS RD. -085 RIGHT-OF-WAY PLAN PLAN LIMITS STA. 137+50 SO SCALE IN FEET | INTERSECTION EQUATION
| 201H | SIDE |
| 51 SE | STREET |
| 127+52.60 | 100+00 NO. BEARING DISTANCE LINE DATA TABLE N16'06'13"W N16'54'25"E S01'28'00"W N88'56'52"W N01'45'49"E N01'44'08"E N02'44'38"E 39.83' 41.27' 19.19' 100.95' 5.00' 5.00' 25.92' REFERENCE SHEET NO. 3691 100

EXHIBIT B - 20th STREET SE – SEGMENT 2 TYPICAL CROSS SECTIONS



4 LANE TYPICAL SECTION

* CONSTRUCT 2:1 SLOPE EXCEPT AT WALL LOCATIONS



4 LANE TYPICAL SECTION WITH LEFT TURN POCKET

* CONSTRUCT 2:1 SLOPE EXCEPT AT WALL LOCATIONS

EXHIBIT B - 20th STREET SE - SEGMENT 2 TYPICAL CROSS SECTIONS

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS CONCERNING IMPROVEMENTS TO 20^{TH} STREET SE AND THE TRANSFER OF ACQUIRED PROPERTIES

EXHIBIT C - FORM QUIT CLAIM DEED

When recorded return to:

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

QUIT CLAIM DEED

Grantor:

Snohomish County, a political subdivision of

the State of Washington

Grantee:

City of Lake Stevens, a municipal corporation

Legal Description:

Assessor's Tax Parcel ID #:

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

DATED	, 2014
SNOHOMISH COUNTY, a political subdivision of the State of Washington	1
County Executive	 Date

EXHIBIT C - FORM QUIT CLAIM DEED

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS CONCERNING IMPROVEMENTS TO 20^{TH} STREET SE AND THE TRANSFER OF ACQUIRED PROPERTIES

STATE OF WASHINGTON)			
COUNTY OF SNOHOMISH	: §)			
On this day of	, 2014, before me personally appeared			
, to	me known to be the Executive of Snohomish County. a			
political subdivision of the State of	Washington, that executed the foregoing instrument, and			
acknowledged said instrument to be the free and voluntary act and deed of said political				
subdivision, for the uses and purposes therein mentioned, and on oath stated that was duly				
elected, qualified and acting as said officer or member of the political subdivision, and that				
was authorized to execute said instrument on behalf of said political subdivision.				
GIVEN under my hand and official seal the day and year last above written. Notary Seal				
	Signature:			
	Notary (print name)			
	Notary Public in and for the State of Washington,			
	residing at			
	My commission expires			
Please stay within block.				

EXHIBIT C - FORM QUIT CLAIM DEED

INTERLOCAL AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF LAKE STEVENS CONCERNING IMPROVEMENTS TO 20TH STREET SE AND THE TRANSFER OF ACQUIRED PROPERTIES