



**MONROE CITY COUNCIL**

**Agenda Bill No. 20-103**

<b>SUBJECT:</b>	<b>Approve Purchase and Authorize the Mayor to Sign Right-of-Way Deed, Easements, and Associated Documentation of Parcels 12, 18, 19 and 20 for Chain Lake Road Phase 2a (Non-Motorized Pedestrian Path)</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
7/14/2020	Design & Construction	Jim Gardner	Scott Peterson	Consent Agenda Item #14

**Discussion:** 12/11/2012; 02/18/2014; 07/18/2017; 01/16/2018; 05/14/2019; 8/13/19; 10/8/19; 10/22/19; 11/12/19; 12/10/19; 2/11/2020; 6/9/2020; 7/14/2020

- Attachments:**
1. Parcel 12, Ballinger, Seven (7) documents as follows: Right-of-Way Dedication Deed, Slope Easement, Temporary Construction Easement, Real Estate Excise Tax Affidavit–ROW, Real Estate Excise Tax Affidavit–Slope Easement, Real Property Voucher and Septic System Connection Agreement.
  2. Parcels 18 & 19, Bacon Six (6) Documents as follows: Statutory Warranty Deed, Temporary Construction Easement, Real Estate Excise Tax Affidavit, and Three (3) Real Property Vouchers.
  3. Parcel 20, Bacon Six (6) Documents as follows: Statutory Warranty Deed, Temporary Construction Easement, Real Estate Excise Tax Affidavit, Non-Binding Memorandum of Understanding, and Two (2) Real Property Vouchers.
  4. Vicinity Map

**REQUESTED ACTION:** Move to approve the purchase of Parcels 12, 18, 19 & 20; authorize the Mayor to sign the right-of-way deed, easements, and associated documentation for the Chain Lake Road Phase 2a (Non-Motorized Pedestrian Path) Project; and expressly authorize further minor revisions as deemed necessary or appropriate.

**POLICY CONSIDERATIONS**

*The City of Monroe ROW Procedures Policy must comply with applicable Federal regulations (49 CFR Part 24), State law (Ch. 8.26 RCW) and State regulations (Ch. 468-100 WAC). The City of Monroe, ROW Procedures and Policy, 'Administrative Settlement Policy' section requires that 'all final settlements involving City funds must first be approved by the City Council.'*

**DESCRIPTION/BACKGROUND**

The Chain Lake Road Phase 2a project proposes to provide a ten foot wide concrete pedestrian and bicycle trail on the west side of Chain Lake Road, from the existing trail terminus north of Rainier View Road to the proposed Gilmartin Plat near Brown Road. The project would include preparation of design documents, purchase of necessary right-of-way (ROW) from several adjacent parcels, and eventual construction of the trail. Once complete, this project will significantly improve pedestrian and bicyclist access and safety along this stretch of the road.

On January 16, 2018, Universal Field Services (UFS) was selected to negotiate and process ROW offers and obtain WSDOT ROW Certification for the City. The City is required to complete the purchase as expediently as possible, 49 CFR 24.102a. There are a total of nineteen parcels. This acquisition is for Parcels 12, 18, 19 and 20.

With this purchase, all parcels required for the Chain Lake Road Phase 2a project will be acquired.

ROW Status:

<u>Parcel</u>	<u>Status</u>
Parcel 1	Pending Plat will dedicate right-of-way
Parcel 2	Purchase Completed
Parcel 3	Purchase Completed
Parcel 4	Purchase Completed
Parcel 5	Purchase Completed
Parcel 6	Purchase Completed
Parcel 7	Purchase Completed
Parcel 8	Purchase Completed
Parcel 9	Purchase Completed
Parcel 10	Purchase Completed
Parcel 11	Purchase Completed
Parcel 12	Authorization this Agenda Bill
Parcel 13	Purchase Completed
Parcel 14	Purchase Completed
Parcel 15	Purchase Completed
Parcel 16	Purchase Completed
Parcel 17	Purchase Authorized
Parcel 18	Authorization this Agenda Bill
Parcel 19	Authorization this Agenda Bill
Parcel 20	Authorization this Agenda Bill

**FISCAL IMPACTS**

Parcels 12, 18, 19 & 20 partial acquisitions are for \$329,308. It was expected that all right-of-way acquisitions would have been completed in 2019. However, due to the nature of property acquisitions (e.g., negotiations, clearing title) several purchases have been delayed into 2020. These right-of-way challenges have subsequently delayed the construction phase. The project was slated for construction this year with a budget of \$3,241,350, but it is now pushed to 2021.

The table below identifies the project costing by year and phase. The years 2020 and 2021 represent both experienced and anticipated costs based on latest estimates for construction and negotiated right-of-way:

YEAR	PE	RW	CN	TOTAL
2018	\$ 202,628	\$ 47,620	\$ -	\$ 250,248
2019	\$ 84,993	\$ 330,287	\$ -	\$ 415,280
2020	\$ 5,544	\$ 566,337	\$ -	\$ 571,881
2021	\$ -	\$ -	\$ 2,286,100	\$ 2,286,100
Less Grants	\$ (96,534)	\$ (488,725)	\$ (1,845,692)	\$ (2,430,951)
Net 318 Expense	\$ 196,631	\$ 455,519	\$ 440,408	\$ 1,092,558

Two grants were awarded by the Puget Sound Regional Council (PSRC). The first grant helps fund design (PE) and the purchase of right-of-way (RW) for the project. The PE/RW grant amount is \$585,259. PSRC also awarded to the City a \$1,515,692 grant and a \$330,000 supplement to partially fund the construction (CN) phase of the pedestrian/bicycle path. Both grants and supplement were previously accepted through Council action.

**TIME CONSTRAINTS**

49 CFR 24.102a requires that ROW acquisition occur as expediently as possible.

**ALTERNATIVES TO REQUESTED ACTION**

Do not approve/authorize and risk loss of grant funds.

After recording return to:  
City Clerk  
City of Monroe  
806 W. Main Street  
Monroe, WA 98272

**Document Title**

Right-of-Way Dedication Deed

**Reference Number of Related Documents**

**Grantor** (Last, First and Middle Initial)

Ballinger Commercial Properties, LLC

**Grantee** (Last, First and Middle Initial)

City of Monroe

**Legal Description** (abbreviated form; i.e., lot, plat or section, township, range, quarter/quarter)

PTN SEC 31 TWP 28N RGE 7E NE QTR NW QTR, SNOHOMISH COUNTY

**Assessor's Property Tax Parcel/Account Number at the Time of Recording**

280731-002-007-00

**RIGHT-OF-WAY DEDICATION DEED**

The Grantor, BALLINGER COMMERCIAL PROPERTIES, LLC, a Washington limited liability company, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other valuable consideration, hereby conveys, grants and dedicates to the CITY OF MONROE, a municipal corporation of the State of Washington, and its assigns, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, a public right-of-way easement, to be used for all lawful right-of-way purposes, surface and subsurface, including without limitation the construction, installation, operation, maintenance and repair of streets, sidewalks, plantings, right-of-way beautification improvements, utilities, stormwater conveyance, retention and/or treatment facilities, signalization, signage, and such other appropriate municipal right-of-way uses from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands:

**See Exhibit A for right-of-way legal description and Exhibit B for right-of-way depiction, said exhibits attached hereto and incorporated herein by reference as if set forth in full.**

The Grantor hereby requests the Assessor-Treasurer of said County to set-over to the remainder the lien of all unpaid taxes, if any, affecting the real property hereby conveyed, as provided by RCW 84.60.070.

The Grantor warrants that it has all right, title and authority to make such conveyance, grant and dedication.

DATED this 10<sup>th</sup> day of June, 2020, 2019.

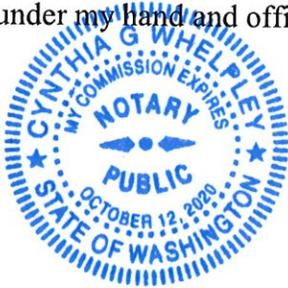
GRANTOR:  
Ballinger Commercial Properties, LLC

By: Kelly Schumert  
Its: General

STATE OF WASHINGTON )  
 )  
COUNTY OF SNOHOMISH )

On this 10th day of June 2020 before me personally appeared Betty Schwandt to me known to be the Governor of the corporation that 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 therein mentioned, and on oath stated that she is authorized to execute said instrument.

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



Cynthia G. Whelpley  
NOTARY  
Cynthia G. Whelpley  
(Print name)  
My Commission expires: 10/12/2020

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF MONROE

By: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Elizabeth Smoot, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Zachary Lell, City Attorney

EXHIBIT A

Parcel 12

Tax Account No.: 28073100200700

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF THE COUNTY ROAD 300 FEET SOUTH OF THE NORTH LINE OF THE ABOVE DESCRIBED TRACT, RUNNING THENCE WEST 150 FEET; THENCE SOUTHERLY PARALLEL WITH SAID COUNTY ROAD TO THE SOUTH LINE OF SAID TRACT; THENCE EAST 150 FEET TO THE WESTERLY LINE OF SAID ROAD, THENCE NORTHERLY ALONG SAID ROAD TO POINT OF BEGINNING.

RIGHT OF WAY – PARCEL

A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL ALONG THE EXISTING RIGHT OF WAY OF THE ABOVE DESCRIBED PROPERTY;

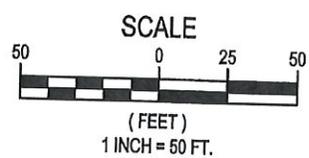
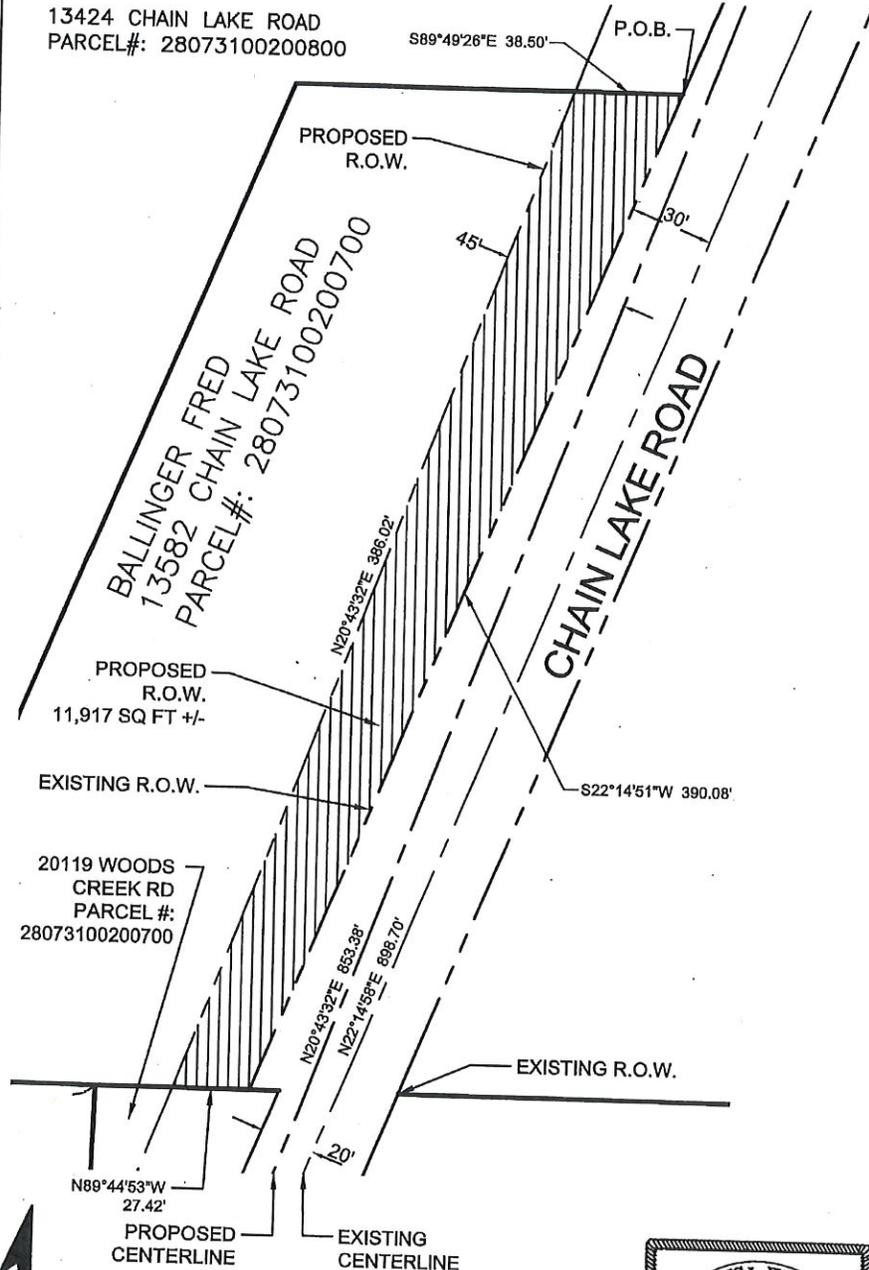
THENCE SOUTH 22° 14' 58" WEST ALONG THE OLD RIGHT OF WAY OF CHAIN LAKE ROAD, A DISTANCE OF 390.08 FEET MORE OR LESS TO THE MOST SOUTHERLY LINE OF SAID PARCEL; THENCE NORTH 89° 44' 53" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 27.42 FEET; THENCE NORTH 20° 43' 32" EAST, A DISTANCE OF 386.02 FEET MORE OF LESS TO THE NORTHERLY LINE OF SAID PARCEL; THENCE SOUTH 89° 49' 26" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 38.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,917 SQUARE FEET +/-



# EXHIBIT B

13424 CHAIN LAKE ROAD  
 PARCEL#: 28073100200800



<b>EXHIBIT B</b> <b>R.O.W.</b> CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO P0021317W EXHIBIT B 1"=50'	SHEET INFO DRAWN TAJ CHECKED JLP LAST EDIT 08/2018 PLOT DATE 08/2018	<b>WHPacific</b> 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011

After recording return document to:

City Clerk  
City of Monroe  
806 W. Main Street  
Monroe, WA 98272

**Document Title: Septic System Connection Agreement**  
**Reference Number of Related Document:**  
**Grantor: Ballinger Commercial Properties, LLC**  
**Grantee: City of Monroe**  
**Legal Description: Ptn Sec 31 Twp 28N Rge 7E NE Qtr NW Qtr, Snohomish County**  
**Additional Legal Description is on Page 6 of Document.**  
**Assessor's Tax Parcel Number: 28073100200700**  
**Project Parcel Number: 12**  
**Project: City of Monroe/Chain Lake Road Phase 2A**

### SEPTIC SYSTEM CONNECTION AGREEMENT

This agreement made and entered into by and between the **City of Monroe**, a Washington municipal corporation, hereinafter referred to as the "City", and **Ballinger Commercial Properties LLC**, a Washington Limited Liability Company, hereinafter referred to as the "Owner":

#### WITNESSETH

The City requires a portion of the above-described property for public right-of-way use in the construction and operation of the above entitled project;

AND the City's acquisition may eliminate the Owner's existing septic system and appurtenances, hereinafter referred to as "septic system", and/or damage said system to an extent that may require permanent connection of the Owner's property to the City of Monroe public sewer system, hereinafter referred to as "the connection" for the continued use of the Owners' remaining property, as described in Exhibit "A" attached hereto and made a part hereof;

## SEPTIC SYSTEM CONNECTION AGREEMENT

AND it is the purpose of this agreement that the Owner's property will connect to the City of Monroe public sewer system. The costs of said connection shall be paid by the City;

Now therefore, in consideration of mutual benefits accruing, and other consideration the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed that:

1. The Owner has executed and delivered to the City a Right-of-Way Dedication Deed, Slope Easement and Temporary Construction Easement conveying interests in a portion of the Owner's real property. The Right-of-Way Dedication Deed, Slope Easement and Temporary Construction Easement together with the City's payment therefor to the Owner in the amount of \$221,300.00 are expressly acknowledged by this reference and constitute part of the consideration for this agreement
2. The payment amount referenced above has been accepted by the Owner as payment for the Right-of-Way Dedication Deed, Slope Easement and Temporary Construction Easement and for damage, if any, to the Owner's property Connection of Owner's property to the City's public sewer system shall be included in the project scope of work for the above-referenced project and shall be funded by the City. No additional consideration whatsoever, including without limitation any monetary payment, shall be owed to Owner under this agreement.
3. Decommissioning of the tank(s) from the Owner's septic system shall be included in the project scope of work for the above-referenced project and shall be funded by the City. The Owner shall be solely responsible for the decommissioning and/or disposal of all other components of the Owner's septic system, which shall be timely completed by and at the Owner's expense in full compliance with all applicable state and local regulatory standards.
4. The City will not impair the use of the Owner's existing septic system until the new sewer connection has been completed.
5. The City shall have the right to do all things necessary to proceed with the connection for the benefit of the Owner's property. The Owner grants to the City, or its agents, the right to enter upon the Owner's property, where necessary, to facilitate and effectuate the connection.

**SEPTIC SYSTEM CONNECTION AGREEMENT**

- 6. Following the connection, the Owner shall be and remain solely responsible for and to pay all future fees, assessments and charges associated with sewer service provided by the City of Monroe sewer system or its successors and assigns.
  
- 7. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any litigation arising out of, or in connection with, this agreement shall be conducted in Snohomish County, Washington. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees and costs.
  
- 7. This agreement shall be recorded by the City, and at the City's expense, with the office of the Snohomish County Auditor. The terms and conditions referenced herein shall be deemed covenants running with the land (subject to the terms hereof) and shall inure to the benefit of and shall be binding upon the Owner's and the City's respective successors and assigns.

**Ballinger Commercial Properties LLC**

**City of Monroe**

*Kelly Schwindt*  
Kelly Schwindt, Governor

\_\_\_\_\_  
By: **Geoffrey Thomas, Mayor**  
Date: \_\_\_\_\_

Date: *6/19/2020*

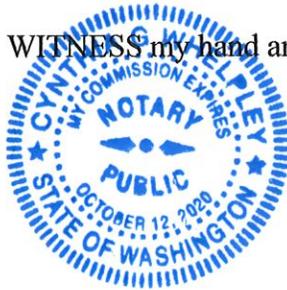
ATTEST AND AUTHENTICATED:  
By: \_\_\_\_\_  
**Elizabeth Adkisson, City Clerk**  
Date: \_\_\_\_\_

**SEPTIC SYSTEM CONNECTION AGREEMENT**

STATE OF WASHINGTON )  
 )  
County of SNOHOMISH ) SS

On this 19th day of JUNE, 2020, before me personally appeared Kelly Schwindt, to me known to be the individual who executed the within and foregoing instrument, and on oath stated that he is authorized to execute the instrument as Governor of BALLINGER COMMERCIAL PROPERTIES, LLC , a Washington limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Cynthia G. Wheeler  
Printed: Cynthia G. Wheeler  
NOTARY PUBLIC in and for the State  
of Washington, residing at: Oak Harbor WA  
My Appointment Expires: 10/12/2020

STATE OF WASHINGTON )  
 )  
County of SNOHOMISH ) SS

I certify that I know or have satisfactory evidence that **Geoffrey Thomas** is the person who appeared before me, and said person acknowledged that he is authorized to execute the instrument and acknowledged it as MAYOR OF THE CITY OF MONROE to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Printed \_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at: \_\_\_\_\_  
My Appointment Expires: \_\_\_\_\_

**SEPTIC SYSTEM CONNECTION AGREEMENT**

**EXHIBIT A**

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF THE COUNTY ROAD 300 FEET SOUTH OF THE NORTH LINE

OF THE ABOVE DESCRIBED TRACT, RUNNING

THENCE WEST 150 FEET;

THENCE SOUTHERLY PARALLEL WITH SAID COUNTY ROAD TO THE SOUTH LINE OF SAID TRACT;

THENCE EAST 150 FEET TO THE WESTERLY LINE OF SAID ROAD,

THENCE NORTHERLY ALONG SAID ROAD TO POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EXCEPT Right of Way acquired by City of Monroe.

AFTER RECORDING MAIL TO:

City of Monroe  
806 West Main Street  
Monroe, WA 98272

## SLOPE EASEMENT

*Grantor: Ballinger Commercial Properties, LLC*

*Grantee: City of Monroe*

*Abbreviated Legal: Ptn Sec 31 Twp 28N Rge 7E NE Qtr NW Qtr, Snohomish County, WA*

*Tax Parcel No.: 280731-002-007-00*

*City of Monroe / Chain Lake Road Phase 2a Project  
Project Parcel #12*

THE GRANTOR, Ballinger Commercial Properties, LLC, a Washington limited liability company, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby grant and convey to the City of Monroe, a Washington municipal corporation, for the use of the public, an easement and privilege to construct and maintain cuts and/or fills for slopes occasioned by the original grading and reestablishment of grades for street purposes along, across, and upon the following described real property situated in Snohomish County, Washington, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, together with the right to enter upon said premises at any time with all necessary men, material, and equipment for the purposes of constructing, inspecting, repairing, and maintaining the same, to wit:

### **PER EXHIBIT A AND AS DEPICTED IN EXHIBIT B ATTACHED HERETO AND INCORPORATED BY REFERENCE**

It is understood and agreed that, in the event the Grantor, or assigns, shall excavate and/or place an embankment upon the area covered by this slope easement to the level of the grade abutting thereon, all rights of the grantee herein shall cease and terminate.

The lands herein described contain an area of 4,180 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the Office of the City Engineer in Monroe, Washington, and entitled the Chain Lake Road Phase 2a Project.

SLOPE EASEMENT

Ballinger Commercial Properties, LLC

By: Kelly Schwandt  
Printed Name: Kelly Schwandt  
Title: Governor  
Date: 6/10/2020

Accepted by the City of Monroe

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

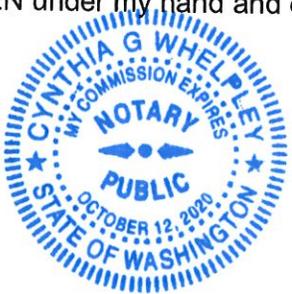
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: City Attorney  
Date: \_\_\_\_\_

STATE OF WASHINGTON )

COUNTY OF Snohomish )<sup>SS</sup>

On this 10th day of June 2020, before me personally appeared Kelly Schwandt to me known to be the Governor of the corporation that 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 therein mentioned, and on oath stated that SML is authorized to execute said instrument.

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



Cynthia G. Whelpley  
Printed Name: Cynthia Whelpley  
Notary Public in and for the State of  
Washington, residing at Cash Harbor  
My commission expires 10/12/2020

EXHIBIT A

Parcel 12

Tax Account No.: 28073100200700

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

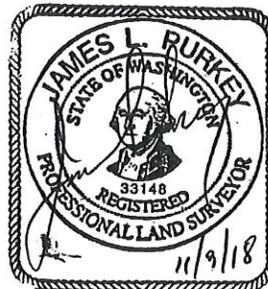
BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF THE COUNTY ROAD 300 FEET SOUTH OF THE NORTH LINE OF THE ABOVE DESCRIBED TRACT, RUNNING THENCE WEST 150 FEET; THENCE SOUTHERLY PARALLEL WITH SAID COUNTY ROAD TO THE SOUTH LINE OF SAID TRACT; THENCE EAST 150 FEET TO THE WESTERLY LINE OF SAID ROAD, THENCE NORTHERLY ALONG SAID ROAD TO POINT OF BEGINNING.

SLOPE EASEMENT – PARCEL

A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL ALONG THE EXISTING RIGHT OF WAY OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 89° 49' 26" WEST ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 38.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 20° 43' 32" WEST, A DISTANCE OF 386.02 FEET MORE OR LESS TO THE MOST SOUTHERLY LINE OF SAID PARCEL; THENCE NORTH 89° 44' 53" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 10.67 FEET; THENCE NORTH 20° 43' 32" EAST, A DISTANCE OF 47.66 FEET; THENCE NORTH 69° 16' 28" WEST, A DISTANCE OF 10.23 FEET; THENCE NORTH 20° 43' 32" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 21° 53' 24" EAST, A DISTANCE OF 22.00 FEET; THENCE NORTH 20° 45' 32" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 69° 16' 28" EAST, A DISTANCE OF 9.78 FEET; THENCE NORTH 20° 43' 32" EAST, A DISTANCE OF 306.35 FEET MORE OF LESS TO THE NORTHERLY LINE OF SAID PARCEL; THENCE SOUTH 89° 49' 26" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 10.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,180 SQUARE FEET +/-



# EXHIBIT B

13424 CHAIN LAKE ROAD  
 PARCEL#: 28073100200800

S89°49'26"E 38.50'  
 P.O.B. P.O.C.  
 S89°49'26"E 10.68'

BALLINGER FRED  
 13582 CHAIN LAKE ROAD  
 PARCEL#: 28073100200700

SLOPE  
 EASEMENT  
 4180 SQ FT +/-

SLOPE  
 EASEMENT  
 LINE  
 S69°16'28"E 9.78'

N20°45'32"E 5.00'

N21°53'24"E 22.00'

N20°43'32"E 5.00'

N69°16'28"W 10.23'

N20°43'32"E 47.66'

N89°44'53"W  
 10.67'

PROPOSED  
 CENTERLINE

EXISTING  
 CENTERLINE

EXISTING R.O.W.

EXISTING R.O.W.

PROPOSED  
 R.O.W.

CHAIN LAKE ROAD

N20°43'32"E 308.35'  
 S20°43'32"W 386.02'

N20°43'32"E 833.38'  
 N22°14'58"E 888.70'

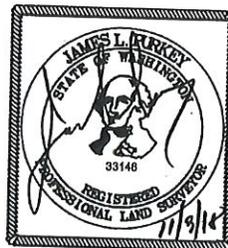
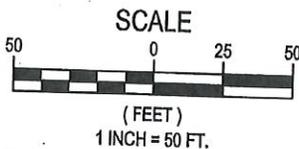


EXHIBIT B  
 SLOPE EASEMENT  
 CITY OF MONROE  
 CHAIN LK RD PH2A CIV/STRUC DES

DRAWING INFO  
 P0021317W  
 EXHIBIT B  
 1"=50'

SHEET INFO  
 DRAWN TAJ  
 CHECKED JLP  
 LAST EDIT 11/02/18  
 PLOT DATE 11/02/18

**WHPacific**

19201 120TH AVE NE, STE  
 201, BOTHELL, WA 98011

## TEMPORARY CONSTRUCTION EASEMENT

Grantor: Ballinger Commercial Properties, LLC

Grantee: City of Monroe

Abbreviated Legal: Ptn Sec 31 Twp 28N Rge 7E NE Qtr NW Qtr, Snohomish County, WA

Tax Parcel No.: 280731-002-007-00

City of Monroe / Chain Lake Road Phase 2a Project

Project Parcel #12

THIS INSTRUMENT is made this 16<sup>th</sup> day of June, 2020, by and between Ballinger Commercial Properties, LLC, a Washington limited liability company, hereinafter called the "Grantor", and the City of Monroe, a Washington municipal corporation, hereinafter called the "Grantee".

### WITNESSETH:

1) Grant of Easement. The Grantor, for and in consideration of the public good and other valuable consideration, does by these presents, convey and warrant unto the Grantee a temporary construction easement (the "Easement") to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, for access over, through, across and upon the following depicted real estate (the "Easement Area") situated in the County of Snohomish, State of Washington, for the placement of personnel and equipment for construction of public street improvements with necessary appurtenances, including placement of public and private utilities, within the adjoining public right of way:

### PER EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

2) Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right at such times as may be necessary, to enter upon the Easement Area, including entry into private improvements located in the Easement Area for the purpose of constructing, maintaining, repairing, altering or reconstructing said street improvements, or making any connections therewith, including utility connections. Grantee shall have the right to re-grade slopes and/or make cuts and fills to match street grade. Grantee's rights to use the Easement Area shall be exclusive at such times and for such duration as Grantee's construction requires, in Grantee's discretion.

The rights herein granted shall include all incidental rights, including but not limited to, right of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property, and Grantee does hereby agree to indemnify and hold harmless the Grantor against and from any

## TEMPORARY CONSTRUCTION EASEMENT

and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

3) Improvements. All street improvements shall be constructed entirely within the public right of way. In the event private improvements in the Easement Area are disturbed or damaged by Grantee's use of the Easement, on or before the end of the Term, they shall be restored or replaced in as good a condition as they were immediately before Grantee entered the Easement Area. During the Term, Grantee may on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

4) Grantor's Right to Use Easement Area. Except for those times when Grantee is making exclusive use of the Easement Area, the Grantor shall retain the right to use and enjoy the Easement Area, including the right to use existing private improvements located in the Easement Area so long as such use does not interfere with Grantee's construction of the public improvements described in this Easement.

5) Term of Easement. The term of this Easement is 12 months (the "Term"). The Term shall remain in force until **no later September 30, 2020**, or until completion of construction and restoration of the property, whichever occurs first. Grantee shall provide fourteen (14) days written notice to the Grantor prior to commencement of construction. This Easement may be extended by mutual written consent of the Grantor and Grantee.

6) Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. The Easement granted hereby, and the duties, restrictions, limitations and obligations herein created, shall run with the land, shall burden the Easement Area and shall be binding upon and the Grantor and its respective successors, assigns, mortgagees and sublessees and each and every person who shall at any time have a fee, leasehold, mortgage or other interest in any part of the Easement Area.

7) Notification. Should the undersigned owner (Grantor), sell the property described herein, Grantor shall promptly disclose and notify the buyer of this agreement.

TEMPORARY CONSTRUCTION EASEMENT

Grantor:

Ballinger Commercial Properties, LLC

By: Kelly Schwindt  
Printed Name: Kelly Schwindt  
Title: Governor  
Date: 6/10/2020

Accepted By the City of Monroe

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: City Attorney  
Date: \_\_\_\_\_

STATE OF WASHINGTON )  
County of Snohomish ) ss

On this 10th day of June 2020, before me personally appeared Kelly Schwindt to me known to be the Governor of the corporation that 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 therein mentioned, and on oath stated that she is authorized to execute said instrument.

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



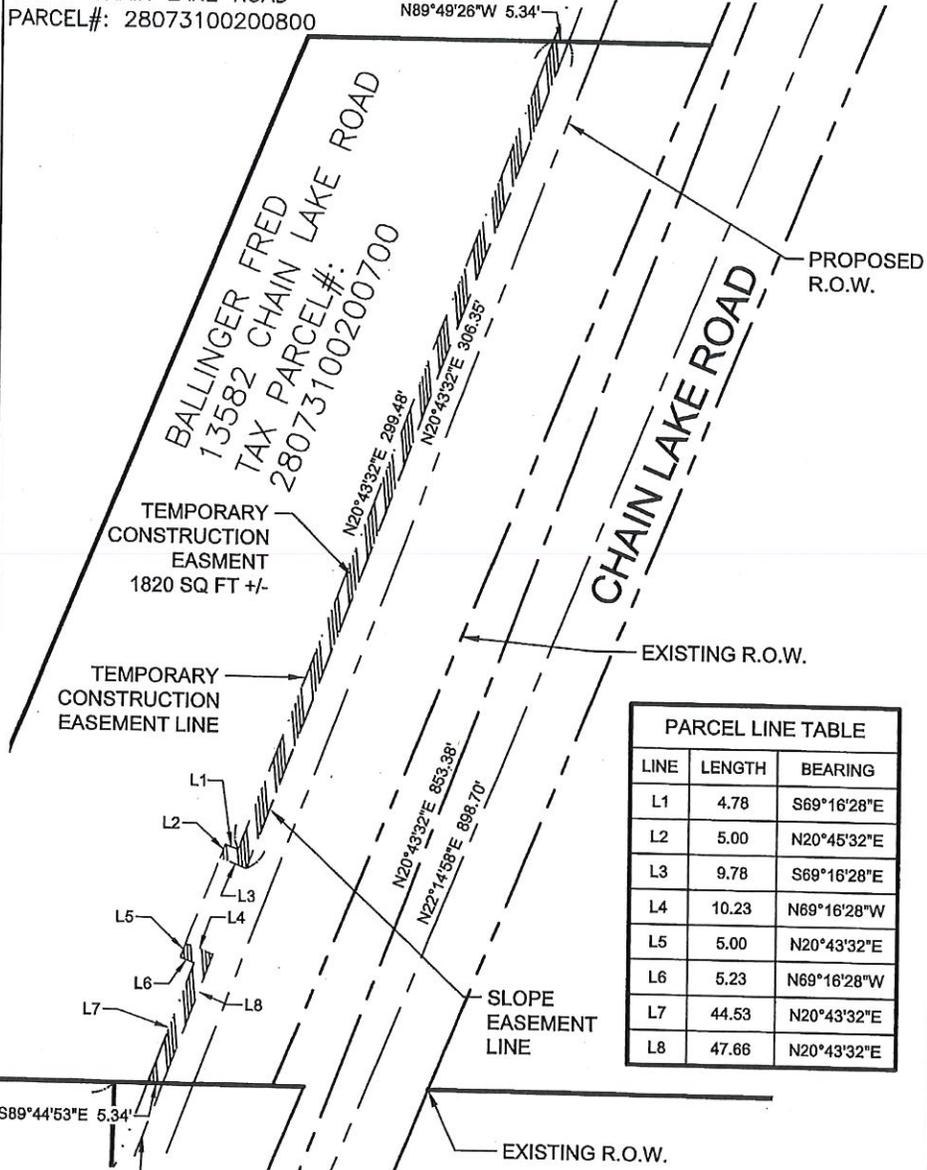
Cynthia G. Wheelpley  
Printed Name: Cynthia G. Wheelpley  
Notary Public in and for the State of  
Washington, residing at Oak Harbor  
My commission expires 10/12/2020

# EXHIBIT A

## PARCEL 12

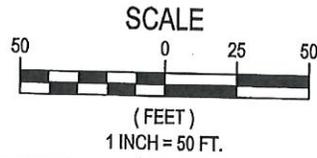
13424 CHAIN LAKE ROAD  
 PARCEL#: 28073100200800

N89°49'26"W 5.34'



PARCEL LINE TABLE		
LINE	LENGTH	BEARING
L1	4.78	S69°16'28"E
L2	5.00	N20°45'32"E
L3	9.78	S69°16'28"E
L4	10.23	N69°16'28"W
L5	5.00	N20°43'32"E
L6	5.23	N69°16'28"W
L7	44.53	N20°43'32"E
L8	47.66	N20°43'32"E

S89°44'53"E 5.34'



<b>EXHIBIT A</b> TEMP. CONST. EASEMENT CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO P0021317W EXHIBIT A 1"=50'	SHEET INFO DRAWN: TAJ CHECKED: JLP LAST EDIT: 12/13/2018 PLOT DATE: 12/13/2018	<b>WHPacific</b> 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011



EXHIBIT A

Parcel 12

Tax Account No.: 28073100200700

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF THE COUNTY ROAD 300 FEET SOUTH OF THE NORTH LINE OF THE ABOVE DESCRIBED TRACT, RUNNING THENCE WEST 150 FEET; THENCE SOUTHERLY PARALLEL WITH SAID COUNTY ROAD TO THE SOUTH LINE OF SAID TRACT; THENCE EAST 150 FEET TO THE WESTERLY LINE OF SAID ROAD, THENCE NORTHERLY ALONG SAID ROAD TO POINT OF BEGINNING.

RIGHT OF WAY – PARCEL

A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL ALONG THE EXISTING RIGHT OF WAY OF THE ABOVE DESCRIBED PROPERTY;

THENCE SOUTH 22° 14' 58" WEST ALONG THE OLD RIGHT OF WAY OF CHAIN LAKE ROAD, A DISTANCE OF 390.08 FEET MORE OR LESS TO THE MOST SOUTHERLY LINE OF SAID PARCEL; THENCE NORTH 89° 44' 53" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 27.42 FEET; THENCE NORTH 20° 43' 32" EAST, A DISTANCE OF 386.02 FEET MORE OF LESS TO THE NORTHERLY LINE OF SAID PARCEL; THENCE SOUTH 89° 49' 26" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 38.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,917 SQUARE FEET +/-



**REAL ESTATE EXCISE TAX AFFIDAVIT**  
CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt  
when stamped by cashier.

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

Only for sales in a single location code on or after January 1, 2020.

Check box if the sale occurred  
in more than one location code.

PLEASE TYPE OR PRINT

Check box if partial sale, indicate % \_\_\_\_\_ sold. List percentage of ownership acquired next to each name.

<b>SELLER GRANTOR</b>	<b>1</b> Name <u>Ballinger Commercial Properties LLC,</u>	<b>BUYER GRANTEE</b>	<b>2</b> Name <u>City of Monroe, a Washington municipal</u>
	<u>a Washington limited liability company</u>		<u>corporation</u>
	Mailing Address <u>P.O. Box 1</u>		Mailing Address <u>806 West Main Street</u>
	City/State/Zip <u>Monroe, WA 98272</u>		City/State/Zip <u>Monroe, WA 98272</u>
	Phone No. (including area code) <u>(425) 210-2757</u>		Phone No. (including area code) <u>(360) 794-7400</u>

<b>3</b> Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee	List all real and personal property tax parcel account numbers - check box if personal property	List assessed value(s)
Name _____	<u>Ptn of 280731-002-007-00</u> <input type="checkbox"/>	<u>457,200.00</u>
Mailing Address _____	<u>Tax Code 00530</u> <input type="checkbox"/>	<u>0.00</u>
City/State/Zip _____	<input type="checkbox"/>	<u>0.00</u>
Phone No. (including area code) _____	<input type="checkbox"/>	<u>0.00</u>

**4** Street address of property: 13582 Chain Lake Road

This property is located in Monroe

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See Exhibit A

**5** Select Land Use Code(s):

45 - Highway and street right of way

enter any additional codes: 122 2-Family Residence (Duplex)

(See back of last page for instructions) YES NO

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?  YES  NO

Is this property predominantly used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020)? See ETA 5215  YES  NO

**6** YES NO

Is this property designated as forest land per chapter 84.33 RCW?  YES  NO

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?  YES  NO

Is this property receiving special valuation as historical property per chapter 84.26 RCW?  YES  NO

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S):** To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land  does  does not qualify for continuance.

\_\_\_\_\_  
DEPUTY ASSESSOR DATE

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S):** To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) NEW OWNER(S) SIGNATURE**

\_\_\_\_\_  
PRINT NAME

**7** List all personal property (tangible and intangible) included in selling price.

None

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) \_\_\_\_\_

Reason for exemption \_\_\_\_\_

Type of Document Slope Easement

Date of Document 06-10-2020

Gross Selling Price \$	4,441.00
*Personal Property (deduct) \$	
Exemption Claimed (deduct) \$	
Taxable Selling Price \$	4,441.00
Excise Tax: State	
Less than \$500,000.01 at 1.1% \$	48.85
From \$500,000.01 to \$1,500,000 at 1.28% \$	0.00
From \$1,500,000.01 to \$3,000,000 at 2.75% \$	0.00
Above \$3,000,000 at 3.0% \$	0.00
Agricultural and timberland at 1.28% \$	0.00
Total Excise Tax: State \$	48.85
<span style="border: 1px solid red; padding: 2px;">0.0050</span> Local \$	22.21
*Delinquent Interest: State \$	0.00
Local \$	0.00
*Delinquent Penalty \$	0.00
Subtotal \$	71.06
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	0.00
Total Due \$	76.06

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
\*SEE INSTRUCTIONS

**8 I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT**

Signature of Grantor or Grantor's Agent <u>Kelly Schwindt</u>	Signature of Grantee or Grantee's Agent _____
Name (print) <u>Kelly Schwindt</u>	Name (print) _____
Date & city of signing <u>6/10/2020 Monroe WA</u>	Date & city of signing _____

**Perjury:** Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020(1C)).

EXHIBIT A

Parcel 12

Tax Account No.: 28073100200700

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

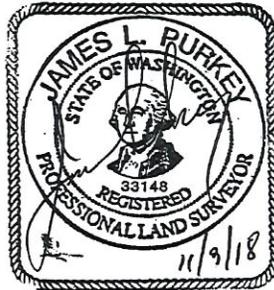
BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF THE COUNTY ROAD 300 FEET SOUTH OF THE NORTH LINE OF THE ABOVE DESCRIBED TRACT, RUNNING THENCE WEST 150 FEET; THENCE SOUTHERLY PARALLEL WITH SAID COUNTY ROAD TO THE SOUTH LINE OF SAID TRACT; THENCE EAST 150 FEET TO THE WESTERLY LINE OF SAID ROAD, THENCE NORTHERLY ALONG SAID ROAD TO POINT OF BEGINNING.

SLOPE EASEMENT – PARCEL

A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL ALONG THE EXISTING RIGHT OF WAY OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 89° 49' 26" WEST ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 38.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 20° 43' 32" WEST, A DISTANCE OF 386.02 FEET MORE OR LESS TO THE MOST SOUTHERLY LINE OF SAID PARCEL; THENCE NORTH 89° 44' 53" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL, A DISTANCE OF 10.67 FEET; THENCE NORTH 20° 43' 32" EAST, A DISTANCE OF 47.66 FEET; THENCE NORTH 69° 16' 28" WEST, A DISTANCE OF 10.23 FEET; THENCE NORTH 20° 43' 32" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 21° 53' 24" EAST, A DISTANCE OF 22.00 FEET; THENCE NORTH 20° 45' 32" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 69° 16' 28" EAST, A DISTANCE OF 9.78 FEET; THENCE NORTH 20° 43' 32" EAST, A DISTANCE OF 306.35 FEET MORE OR LESS TO THE NORTHERLY LINE OF SAID PARCEL; THENCE SOUTH 89° 49' 26" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 10.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,180 SQUARE FEET +/-



City of Monroe  
806 West Main Street  
Monroe, WA 98272

Claimant

Ballinger Commercial Properties, LLC  
Attn: Fred Ballinger  
P.O. Box 1  
Monroe, WA 98272

Site Address: 13582 Chain Lake Road, Monroe, WA

City of Monroe – Chain Lake Road Phase 2a Project  
Project Parcel No. 12

A full, complete, and final payment for settlement for the title or interest conveyed or released as fully set forth in the ROW Dedication Deed, Slope Easement, and Temporary Construction Easement, dated 6-10-20.

ROW Dedication: 11,917 SF (m/l)	\$50,647.00
Lands Conveyed Easement: Slope 4,180 SF (m/l)	\$4,441.00
Temporary Construction Easement 1,820 SF (m/l)	\$774.00
Improvements: Gravel driveway / Lawn	\$3,400.00
Administrative Settlement	<u>162,000.00</u>
<b>Total (Rounded)</b>	<b>\$221,300.00</b>

I have agreed to the compensation listed above as the full and final payment for the loss of my gravel driveway and lawn, as stated above. The City of Monroe will not, at any time in the future, be responsible for any additional costs above and beyond the amount listed above, nor for the construction of such improvement (or repair).

I have been informed that if there is a mortgage or lien on my property, the mortgage company or lienholder may require that all or a portion of the proceeds from this transaction be applied towards principal reduction of the outstanding lien balance. If necessary, the City of Monroe will deposit the funds from this transaction into escrow for the purpose of clearing title of the purchased land. The escrow company will disburse the funds according to the requirements of the Mortgage Company or lienholder.

I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Monroe, that the same or any part thereof has not been paid, and that I am authorized to sign for the claimant.

Ballinger Commercial Properties, LLC

By: Kelly Schwindt  
Printed Name: Kelly Schwindt  
Title: Governor  
Date: 6/10/2020

CWhepley  
Cyndi Whelpley, Right-of-Way Consultant  
Date: 06/10/2020  
Place Signed: Monroe, WA

**City of Monroe**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Place Signed: \_\_\_\_\_  
\_\_\_\_\_



**REAL ESTATE EXCISE TAX AFFIDAVIT**  
 CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**

Only for sales in a single location code on or after January 1, 2020.

Check box if the sale occurred in more than one location code.

PLEASE TYPE OR PRINT

Check box if partial sale, indicate % sold. List percentage of ownership acquired next to each name.

<b>SELLER GRANTOR</b>	<b>1</b> Name <u>Robert &amp; Janet Bacon, Trustees of Revocatory Living Trust of Robert B. Bacon and Janet B. Bacon</u>	<b>BUYER GRANTEE</b>	<b>2</b> Name <u>City of Monroe</u>
	Mailing Address <u>14311 Kenwanda Dr.</u>		Mailing Address <u>806 West Main Street</u>
	City/State/Zip <u>Snohomish, WA 98296-8253</u>		City/State/Zip <u>Monroe, WA 98272</u>
	Phone No. (including area code) <u>(360) 688-3628</u>		Phone No. (including area code) <u>(360) 794-7400</u>

**3** Send all property tax correspondence to:  Same as Buyer/Grantee

Name	List all real and personal property tax parcel account numbers - check box if personal property	List assessed value(s)
	Ptn: 280731-002-044-00 <input type="checkbox"/>	192,900.00
	Tax Code Area 0053 <input type="checkbox"/>	0.00
	Ptn: 280731-002-047-00 <input type="checkbox"/>	192,900.00
	Tax Code Area 0053 <input type="checkbox"/>	0.00

**4** Street address of property: 13884 & 13860 Chain Lake Road, Monroe, WA 98272-7700

This property is located in Monroe

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)

See Exhibit "A"

**5** Select Land Use Code(s):

45 - Highway and street right of way

enter any additional codes: 117 Manufactured Home leased

(See back of last page for instructions) YES NO

Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?  YES  NO

Is this property predominantly used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020)? See ETA 3215  YES  NO

**7** List all personal property (tangible and intangible) included in selling price.

None. No Manufactured Home in area sold.

If claiming an exemption, list WAC number and reason for exemption:

WAC No. (Section/Subsection) \_\_\_\_\_

Reason for exemption \_\_\_\_\_

**6** YES NO

Is this property designated as forest land per chapter 84.33 RCW?  YES  NO

Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?  YES  NO

Is this property receiving special valuation as historical property per chapter 84.26 RCW?  YES  NO

If any answers are yes, complete as instructed below.

**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)**  
 NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land  does  does not qualify for continuance.

DEPUTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

Type of Document Statutory Warranty Deed

Date of Document 6-11-20

Gross Selling Price \$	42,919.00
*Personal Property (deduct) \$	
Exemption Claimed (deduct) \$	
Taxable Selling Price \$	42,919.00
Excise Tax: State	
Less than \$500,000.01 at 1.1% \$	472.11
From \$500,000.01 to \$1,500,000 at 1.28% \$	0.00
From \$1,500,000.01 to \$3,000,000 at 2.75% \$	0.00
Above \$3,000,000 at 3.0% \$	0.00
Agricultural and timberland at 1.28% \$	0.00
Total Excise Tax: State \$	472.11
Local \$	0.0050
	214.60
*Delinquent Interest: State \$	0.00
Local \$	0.00
*Delinquent Penalty \$	0.00
Subtotal \$	686.71
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	0.00
Total Due \$	691.71

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
 \*SEE INSTRUCTIONS

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)**  
 NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) NEW OWNER(S) SIGNATURE**

\_\_\_\_\_  
 PRINT NAME

**8** I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of Grantor or Grantor's Agent Robert Bacon Signature of Grantee or Grantee's Agent \_\_\_\_\_

Name (print) ROBERT BACON Name (print) \_\_\_\_\_

Date & city of signing 6-11-2020 Date & city of signing \_\_\_\_\_

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020(1C)).

EXHIBIT A

Parcel 18 & 19

Tax Account No.: 280731-002-044-00

LOTS 1, 2, 3 AND 4, CITY OF MONROE SHORT PLAT NO. SP 200306 RECORDED UNDER RECORDING NO. 200411085084, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

RIGHT OF WAY TAKE PARCEL 18

A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG A CURVE TO THE RIGHT, THE RADIUS POINT WHICH BEARS NORTH 50° 30' 52" WEST, HAVING A RADIUS OF 1402.70 FEET AND A CENTRAL ANGLE OF 03° 54' 31", AN ARC DISTANCE OF 95.69 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 45° 58' 18" WEST AONG SAID SOUTH LINE, A DISTANCE OF 15.09 FEET TO A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT WHICH BEARS NORTH 46° 36' 51" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1387.70 FEET AND A CENTRAL ANGLE OF 03° 58' 11", AN ARC DISTANCE 96.15 FEET; THENCE NORTH 39° 24' 58" EAST, A DISTANCE OF 2.47 FEET MORE OR LESS TO THE NORTH LINE OF SAID PARCEL; THENCE NORTH 35° 14' 29" EAST ALONG SAID NORTH LINE, A DISTANCE OF 15.65 FEET TO THE POINT OF BEGINNING.

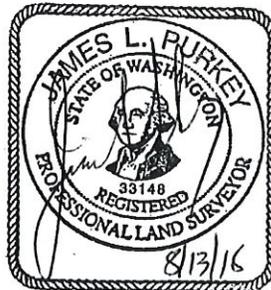
CONTAINING 1,466 SQUARE FEET +/-

RIGHT OF WAY TAKE PARCEL 19

A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG A CURVE TO THE RIGHT, THE RADIUS POINT WHICH BEARS NORTH 46° 36' 21" WEST, HAVING A RADIUS OF 1402.70 FEET AND A CENTRAL ANGLE OF 03° 21' 19", AN ARC DISTANCE OF 82.15 FEET; THENCE SOUTH 46° 44' 03" WEST, A DISTANCE OF 46.44 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH 46° 25' 10" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 15.13 FEET, THENCE NORTH 46° 44' 58" EAST, A DISTANCE OF 47.24 FEET TO TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1387.70 FEET AND A CENTRAL ANGLE OF 03° 21' 49", AN ARC DISTANCE 81.47 FEET MORE OR LESS TO THE NORTH LINE OF SAID PARCEL; THENCE SOUTH 45° 58' 18" EAST ALONG SAID NORTH LINE, A DISTANCE OF 15.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,942 SQUARE FEET +/-



**City of Monroe  
806 West Main Street  
Monroe, WA 98272**

Claimant

The Revocable Living Trust of Robert B. Bacon and Janet B. Bacon, dated December 23, 2009  
14311 Kenwanda Dr  
Monroe, WA 98272-9709

City of Monroe – Chain Lake Road Phase 2A Project  
Project Parcels: #18 and #19  
Tax Parcel: 280731-002-044-00 and 280731-002-047-00

A full, complete, and final payment for settlement for the interest conveyed as fully set forth in the Statutory Warranty Deed and Temporary Construction Easement, dated 6-11-20.

Fee Simple: 3,408 SF (m/l)		\$42,919.00
Temporary Construction Easement: 5,969 SF (m/l)		\$7,515.00
Improvements: Asphalt driveway / Lawn		\$4,900.00
	<b>Subtotal (Rounded)</b>	<b>\$55,000.00</b>
Administrative Settlement		\$24,815.00
	<b>Total</b>	<b>\$79,815.00</b>

The Revocable Living Trust of Robert B. Bacon and Janet B. Bacon, dated December 23, 2009 has agreed to the compensation listed above as the full and final payment for the property interests and improvements, as stated above. The City of Monroe will not, at any time in the future, be responsible for any additional costs above and beyond the amount listed above, nor for the construction of such improvement (or repair).

We have been informed that if there is a mortgage or lien on my property, the mortgage company or lienholder may require that all or a portion of the proceeds from this transaction be applied towards principal reduction of the outstanding lien balance. If necessary, the City will deposit the funds from this transaction into escrow for the purpose of clearing title of the purchased land. The escrow company will disburse the funds according to the requirements of the Mortgage Company or lienholder.

We hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Monroe, that the same or any part thereof has not been paid, and that we are authorized to sign for the claimant.

**THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON, DATED DECEMBER 23, 2009:**

Robert B. Bacon  
Robert B. Bacon, Trustee  
Date: 6-11-2020

Janet B. Bacon  
Janet B. Bacon, Trustee  
Date: 6-11-2020

City of Monroe

Ron Sharp  
Ron Sharp, Right-of-Way Consultant  
Date: 6-11, 2020

Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_\_\_

City of Monroe  
806 West Main Street  
Monroe, WA 98272

Claimant

The Revocable Living Trust of Robert B. Bacon and Janet B. Bacon, dated December 23, 2009  
14311 Kenwanda Dr  
Monroe, WA 98272-9709

City of Monroe – Chain Lake Road Phase 2A Project  
Project Parcel: #18  
Tax Parcel: 280731-002-047-00

A full, complete, and final payment for the Statutory Evaluation Allowance in connection with settlement for the title or interest conveyed or released as fully set forth in the Right of Way Dedication Deed and Temporary Construction Easement, dated 6-11-20.

Statutory Evaluation Allowance	\$750.00
<b>TOTAL</b>	<b>\$750.00</b>

We hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Monroe , that the same or any part thereof has not been paid, and that we are authorized to sign for the claimant.

**THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON, DATED DECEMBER 23, 2009:**

Robert Bacon  
Robert Bacon, Trustee  
Date: 6-11-2020

Janet Bacon  
Janet Bacon, Trustee  
Date: 6-11-2020

Ron Sharp  
Ron Sharp, Right-of-Way Consultant  
Date: 6-11, 2020

**City of Monroe**  
\_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_

Copy of invoice attached

copy  
**American Home Appraisals  
Residential Appraisals**

Case Number:  
File Number: 19-3615\_DC

\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: 19-3615\_DC

07/18/2019

Robert Bacon

14311 Kenwanda Drive  
Snohomish, WA 98296

Borrower: Robert Bacon

Invoice #: 19-3615  
Order Date: 06/24/2019  
Reference/Case#:   
PO Number: 0

138XX Chain Lake Road  
Monroe, WA

Land Appraisal \$700.00  
drainage Pond  
Trace 999

Paid check #4293

Invoice Total: \$700.00  
State Sales Tax @  
Deposit (\$700.00)  
Deposit \$0.00  
Amount Due \$0.00

Terms: Net due Upon Receipt

Please make Check Payable To:  
American Home Appraisals  
7433 SE 27th Street  
Mercer Island, WA 98040

Fed. I.D. #: 91-1456771

PAID 6/26/19  
\$2,100.00 FOR 3 PARCELS  
CHK #4293

7433 SE 27th Street, Mercer Island, WA 98040 206-236-3037

American Home Appraisals  
Residential Appraisals

Case Number:  
File Number: 19-3613\_DC

\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: 19-3613\_DC

07/08/2019

Robert Bacon

14311 Kenwanda Drive  
Snohomish, WA 98296

Borrower: Robert Bacon

Invoice #: 19-3613  
Order Date: 06/24/2019  
Reference/Case#: 0  
PO Number: 0

13860 Chain Lake Road  
Monroe, WA

Appraisal of Land Parcels

#280731-002-047 ( Hse add 13860

\$700.00

#280731-002-044- (Hse add (13884

\$700.00

in one report

Paid Check #4293

Invoice Total:

\$1,400.00

State Sales Tax @

Deposit

(\$1,400.00)

Deposit

\$0.00

Amount Due

\$0.00

Terms: Net due Upon Receipt

Please make Check Payable To:  
American Home Appraisals  
7433 SE 27th Street  
Mercer Island, WA 98040

Fed. I.D. #: 91-1456771

7433 SE 27th Street, Mercer Island, WA 98040 206-236-3037

/ To: Ron Sharp

**ADAMS & DUNCAN, INC., P.S.**  
A PROFESSIONAL SERVICE CORPORATION  
LAWYERS  
3128 COLBY AVENUE  
EVERETT, WASHINGTON 98201  
Telephone: (425) 339-8556  
Fax: (425) 339-2353  
http://www.adamslawyers.com

Bob Bacon  
2166 S. Javelina Avenue  
Yuma, AZ 85364

May 4, 2020  
Page 1  
7723-1-DML

Please return the top portion of this statement with your payment.

**Professional services:**

		<u>Hrs/Rate</u>	<u>Amount</u>
4/14/2020	JG Review/organize property and easement documents received from client for attorney review; scan and save same; email to DML forwarding docs.	0.70 \$125.00/hr	\$87.50
4/17/2020	DML Telephone call from client to discuss eminent domain easement offer; Review easement, deeds, and memorandum of understanding in advance of phone call	2.20 \$275.00/hr	\$605.00
4/20/2020	JG Open File - Timeslips	0.10 \$125.00/hr	NO CHARGE
For professional services rendered		3.00	\$692.50
<b>Balance due:</b>			<b>\$692.50</b>

PAID 5-18-2020 CK# 4392 BB

This statement is due and payable upon receipt. If it is not paid within 30 days after the statement date, the unpaid balance shall bear interest at the rate of 1% per month.

**ADAMS & DUNCAN, INC., P.S.**  
LAWYERS

Payments received after the statement date will appear on your next statement.

**City of Monroe  
806 West Main Street  
Monroe, WA 98272**

Claimant

The Revocable Living Trust of Robert B. Bacon and Janet B. Bacon, dated December 23, 2009  
14311 Kenwanda Dr  
Monroe, WA 98272-9709

City of Monroe – Chain Lake Road Phase 2A Project  
Project Parcel: #19  
Tax Parcel: 280731-002-044-00

A full, complete, and final payment for the Statutory Evaluation Allowance in connection with settlement for the title or interest conveyed or released as fully set forth in the Right of Way Dedication Deed and Temporary Construction Easement, dated 6-11-20.

Statutory Evaluation Allowance	\$750.00
<b>TOTAL</b>	<b>\$750.00</b>

We hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Monroe, that the same or any part thereof has not been paid, and that we are authorized to sign for the claimant.

**THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON, DATED DECEMBER 23, 2009:**

Robert Bacon  
**Robert Bacon, Trustee**  
Date: 6-11-2020

Janet Bacon  
**Janet Bacon, Trustee**  
Date: 6-11-2020

**City of Monroe**

Ron Sharp  
**Ron Sharp, Right-of-Way Consultant**  
Date: 6-11, 2020

Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_

Copy of invoice attached

copy

# American Home Appraisals Residential Appraisals

Case Number:  
File Number: 19-3615\_DC

\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: 19-3615\_DC

07/18/2019

Robert Bacon

14311 Kenwanda Drive  
Snohomish, WA 98296

Borrower: Robert Bacon

Invoice #: 19-3615  
Order Date: 06/24/2019  
Reference/Case#:   
PO Number: 0

138XX Chain Lake Road  
Monroe, WA

Land Appraisal  
drainage Pond  
Trace 999 \$700.00

Paid check #4293

Invoice Total:	\$700.00
State Sales Tax @	
Deposit	(\$700.00)
Deposit	\$0.00
Amount Due	\$0.00

Terms: Net due Upon Receipt

Please make Check Payable To:  
American Home Appraisals  
7433 SE 27th Street  
Mercer Island, WA 98040

Fed. I.D. #: 91-1456771

PAID 6/26/19  
\$2,100.00 For 3 parcels  
CK #4293

American Home Appraisals  
Residential Appraisals

Case Number:  
File Number: 19-3613 DC

\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: 19-3613\_DC

07/08/2019

Robert Bacon

14311 Kenwanda Drive  
Snohomish, WA 98296

Borrower: Robert Bacon

Invoice #: 19-3613  
Order Date: 06/24/2019  
Reference/Case#: 0  
PO Number: 0

13860 Chain Lake Road  
Monroe, WA

Appraisal of Land Parcels

#280731-002-047 ( Hse add 13860

\$700.00

#280731-002-044- (Hse add (13884

\$700.00

in one report

Paid Check #4293

Invoice Total:

\$1,400.00

State Sales Tax @

Deposit

(\$1,400.00)

Deposit

\$0.00

Amount Due

\$0.00

Terms: Net due Upon Receipt

Please make Check Payable To:  
American Home Appraisals  
7433 SE 27th Street  
Mercer Island, WA 98040

Fed. I.D. #: 91-1456771

7433 SE 27th Street, Mercer Island, WA 98040 206-236-3037

✓ To: Ron Sharp

**ADAMS & DUNCAN, INC., P.S.**

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http://www.adamslawyers.com

Bob Bacon  
2166 S. Javelina Avenue  
Yuma, AZ 85364

May 4, 2020  
Page 1  
7723-1-DML

Please return the top portion of this statement with your payment.

**Professional services:**

		<u>Hrs/Rate</u>	<u>Amount</u>	
4/14/2020	JG	Review/organize property and easement documents received from client for attorney review; scan and save same; email to DML forwarding docs.	0.70 \$125.00/hr	\$87.50
4/17/2020	DML	Telephone call from client to discuss eminent domain easement offer; Review easement, deeds, and memorandum of understanding in advance of phone call	2.20 \$275.00/hr	\$605.00
4/20/2020	JG	Open File - Timeslips	0.10 \$125.00/hr	NO CHARGE
For professional services rendered		3.00		\$692.50
<b>Balance due:</b>				<b>\$692.50</b>

PAID 5-18-2020 CK# 4392 BB

This statement is due and payable upon receipt. If it is not paid within 30 days after the statement date, the unpaid balance shall bear interest at the rate of 1% per month.

**ADAMS & DUNCAN, INC., P.S.**  
**LAWYERS**

Payments received after the statement date will appear on your next statement.

After recording return to:  
City Clerk  
City of Monroe  
806 W. Main Street  
Monroe, WA 98272

**STATUTORY WARRANTY DEED**

*Grantors: Robert B. Bacon and Janet B. Bacon, Trustees of the Revocable Living Trust of Robert B. Bacon and Janet B. Bacon dated December 23, 2009*

*Grantee: City of Monroe*

*Abbreviated Legal: Ptn SE Qtr NW Qtr Sec 31 -28 N -7 E, WM Snohomish County*

*Tax Parcel Nos.: 280731-002-044-00 & 280731-002-047-00*

*Project Parcel Nos.: 18 & 19*

*City of Monroe, Chain Lake Road Phase 2A*

The Grantors, ROBERT B. BACON AND JANET B. BACON, TRUSTEES OF THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON DATED DECEMBER 23, 2009, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey and warrant to The Grantee, CITY OF MONROE, a municipal corporation of the State of Washington, and its assigns, for the use of the public, the following described real estate situated in Snohomish County, Washington, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, together with any after acquired title therein, to wit:

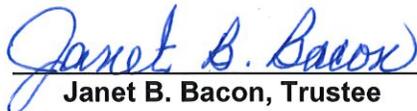
**PER EXHIBIT A and AS DEPICTED IN EXHIBITS B-1 and B-2 ATTACHED HERETO and MADE A PART HEREOF BY REFERENCE**

It is understood and agreed that delivery of this Deed is hereby tendered and that the terms and obligations hereof shall not become binding upon City of Monroe unless and until accepted and approved hereon in writing for the City of Monroe.

The Grantors hereby requests the Assessor-Treasurer of said County to set-over to the remainder the lien of all unpaid taxes, if any, affecting the real property hereby conveyed, as provided by RCW 84.60.070.

**Revocable Living Trust of Robert B. Bacon and Janet B. Bacon dated December 23, 2009:**

  
\_\_\_\_\_  
Robert B. Bacon, Trustee

  
\_\_\_\_\_  
Janet B. Bacon, Trustee

Date: 6-11, 2020

Date: 6-11, 2020

STATUTORY WARRANTY DEED

STATE OF WASHINGTON )  
: ss  
County of SNOHOMISH )

On this 11<sup>th</sup> day of June 2020, before me personally appeared Robert B. Bacon and Janet B. Bacon, as Trustees of the Revocable Living Trust of Robert B. Bacon and Janet B. Bacon dated December 23, 2009, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

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



Ron V. Sharp  
Notary Public in and for the State of  
Washington, residing at Mukilteo  
My commission expires 3-9-23

**Accepted by City of Monroe**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: City Attorney  
Date: \_\_\_\_\_

EXHIBIT A

Parcel 18 & 19

Tax Account No.: 28073100204400 & 28073100204700

LOTS 1, 2, 3 AND 4, CITY OF MONROE SHORT PLAT NO. SP 200306 RECORDED UNDER RECORDING NO. 200411085084, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

RIGHT OF WAY PARCEL 18: 28073100204700

A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG A CURVE TO THE RIGHT, THE RADIUS POINT WHICH BEARS NORTH 50° 30' 52" WEST, HAVING A RADIUS OF 1402.70 FEET AND A CENTRAL ANGLE OF 03° 54' 31", AN ARC DISTANCE OF 95.69 FEET MORE OR LESS TO THE MOST SOUTHERLY CORNER OF SAID PARCEL; THENCE NORTH 45° 58' 18" WEST AONG SAID SOUTH LINE, A DISTANCE OF 15.09 FEET TO A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT WHICH BEARS NORTH 46° 36' 51" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1387.70 FEET AND A CENTRAL ANGLE OF 03° 58' 11", AN ARC DISTANCE 96.15 FEET; THENCE NORTH 39° 24' 58" EAST, A DISTANCE OF 2.47 FEET MORE OR LESS TO THE NORTH LINE OF SAID PARCEL; THENCE NORTH 35° 14' 29" EAST ALONG SAID NORTH LINE, A DISTANCE OF 15.65 FEET TO THE POINT OF BEGINNING.

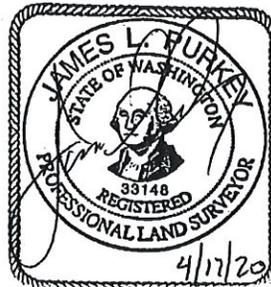
CONTAINING 1,466 SQUARE FEET +/-

RIGHT OF WAY PARCEL 19: 28073100204400

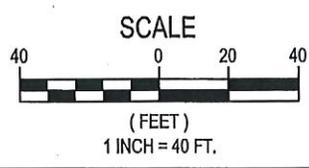
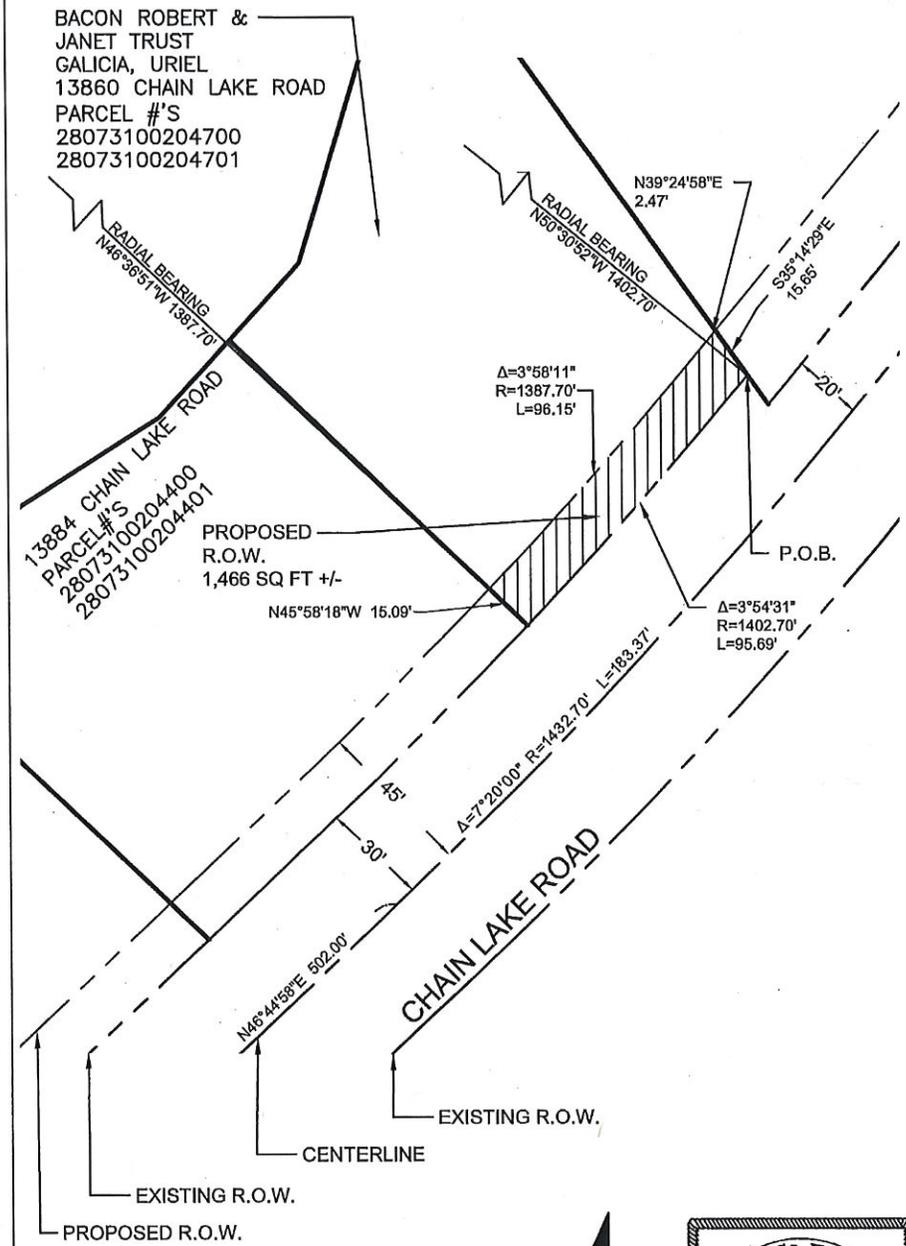
A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG A CURVE TO THE RIGHT, THE RADIUS POINT WHICH BEARS NORTH 46° 36' 21" WEST, HAVING A RADIUS OF 1402.70 FEET AND A CENTRAL ANGLE OF 03° 21' 19", AN ARC DISTANCE OF 82.15 FEET; THENCE SOUTH 46° 44' 03" WEST, A DISTANCE OF 46.44 FEET MORE OR LESS TO THE MOST SOUTHERLY CORNER OF SAID PARCEL; THENCE NORTH 46° 25' 10" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 15.13 FEET, THENCE NORTH 46° 44' 58" EAST, A DISTANCE OF 47.24 FEET TO TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1387.70 FEET AND A CENTRAL ANGLE OF 03° 21' 49", AN ARC DISTANCE 81.47 FEET MORE OR LESS TO THE NORTH LINE OF SAID PARCEL; THENCE SOUTH 45° 58' 18" EAST ALONG SAID NORTH LINE, A DISTANCE OF 15.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,942 SQUARE FEET +/-

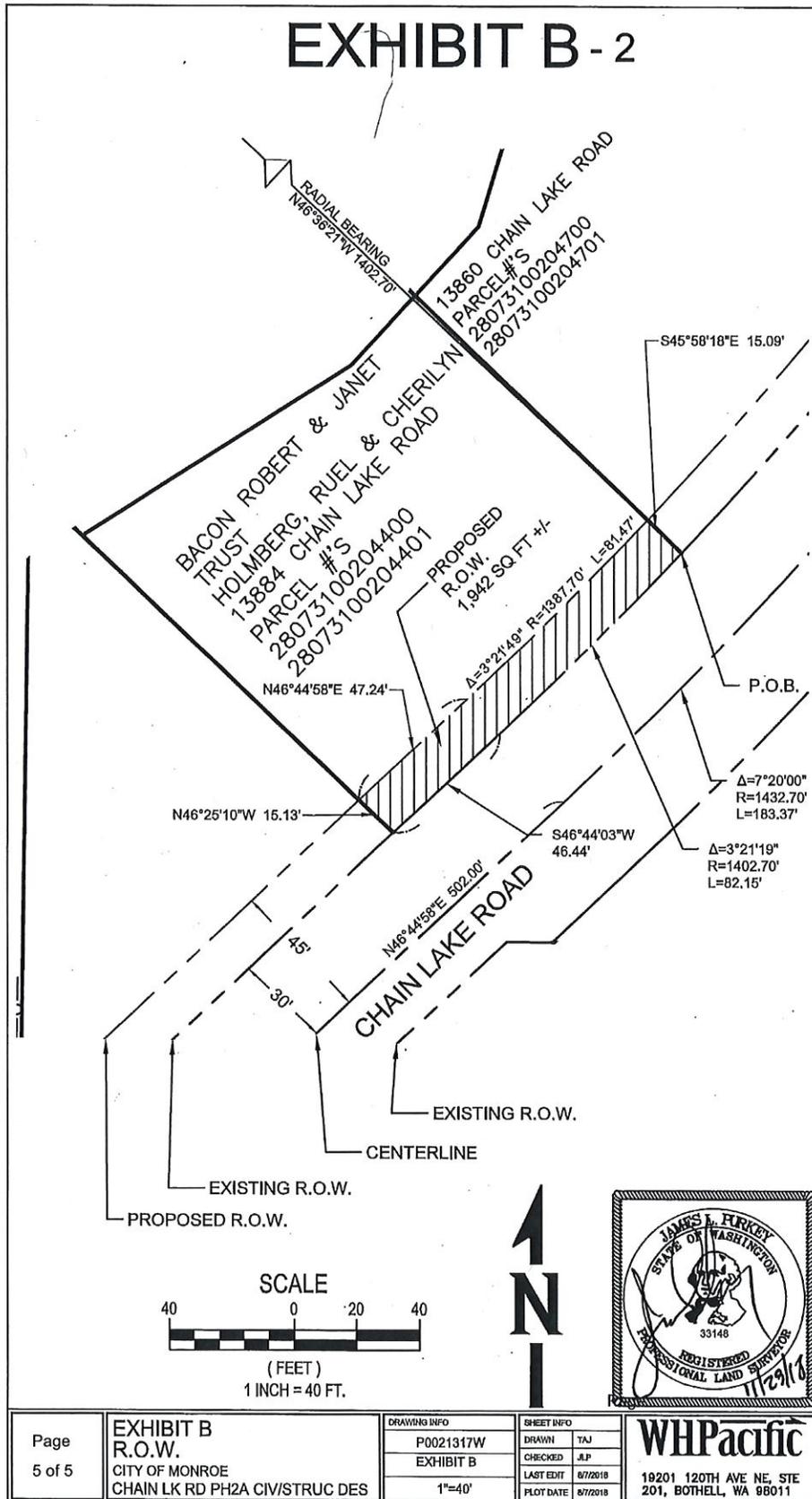


# EXHIBIT B-1



Page 4 of 5	EXHIBIT B R.O.W. CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO	SHEET INFO	 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011
		P0021317W EXHIBIT B 1"=40'	DRAWN TAJ CHECKED JLP LAST EDIT 06/2018 PLOT DATE 06/2018	

# EXHIBIT B - 2



Page 5 of 5	EXHIBIT B R.O.W. CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO		SHEET INFO	
		P0021317W EXHIBIT B 1"=40'	DRAWN TAJ CHECKED J.P. LAST EDIT 6/7/2018 PLOT DATE 8/7/2018	 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011	

**TEMPORARY CONSTRUCTION EASEMENT**

Grantors: Bacon, Robert B. & Janet B., Trustees of The Revocable Living Trust of Robert B. Bacon and Janet B. Bacon, dated December 23, 2009.  
Grantee: City of Monroe  
Abbreviated Legal: Ptn SE NW Sec 31 -28 -7 E, WM Snohomish County APN  
Tax Parcel No.: 28073100204400 & 28073100204700  
City of Monroe / Chain Lake Road Phase 2a Project  
Project Parcels #18 & #19

THIS INSTRUMENT is made this 11<sup>th</sup> day of June, 2020, by and between ROBERT B. BACON AND JANET B. BACON, TRUSTEES OF THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON DATED DECEMBER 23, 2009, hereinafter called the "Grantors", and the CITY OF MONROE, a Washington municipal corporation, hereinafter called the "Grantee".

WITNESSETH:

1) Grant of Easement. The Grantors, for and in consideration of the public good and other valuable consideration, does by these presents, convey and warrant unto the Grantee a temporary construction easement (the "Easement") for access over, though, across and upon the following described real estate (the "Easement Area") situated in the County of Snohomish, State of Washington, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, for the placement of personnel and equipment for construction of public street improvements with necessary appurtenances, including placement of public and private utilities, within the adjoining public right of way:

**AS DEPICTED IN EXHIBIT A (2 pages) ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE**

2) Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right at such times as may be necessary, to enter upon the Easement Area, including entry into private improvements located in the Easement Area for the purpose of constructing, maintaining, repairing, altering or reconstructing said street improvements, or making any connections therewith, including utility connections. Grantee shall have the right to fill slopes to match retaining wall to be built as part of said project. Grantee's rights to use the Easement Area shall be exclusive at such times and for such duration as Grantee's construction requires, in Grantee's discretion.

The rights herein granted shall include all incidental rights, including but not limited to, right of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property, and Grantee

TEMPORARY CONSTRUCTION EASEMENT

does hereby agree to indemnify and hold harmless the Grantors against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

3) Improvements. All street improvements shall be constructed entirely within the public right of way. In the event private improvements in the Easement Area are disturbed or damaged by Grantee's use of the Easement, on or before the end of the Term, they shall be restored or replaced in as good a condition as they were immediately before Grantee entered the Easement Area. During the Term, Grantee may on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

4) Grantor's Right to Use Easement Area. Except for those times when Grantee is making exclusive use of the Easement Area, the Grantors shall retain the right to use and enjoy the Easement Area, including the right to use existing private improvements located in the Easement Area so long as such use does not interfere with Grantee's construction of the public improvements described in this Easement.

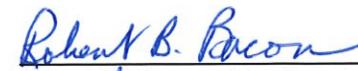
5) Term of Easement. The term of this Easement is 12 months (the "Term"). The Term shall remain in force until **no later September 30, 2020**, or until completion of construction and restoration of the property, whichever occurs first. Grantee shall provide fourteen (14) days written notice to the Grantor prior to commencement of construction. This Easement may be extended by mutual written consent of the Grantor and Grantee.

6) Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. The Easement granted hereby, and the duties, restrictions, limitations and obligations herein created, shall run with the land, shall burden the Easement Area and shall be binding upon and the Grantors and its respective successors, assigns, mortgagees and sublessees and each and every person who shall at any time have a fee, leasehold, mortgage or other interest in any part of the Easement Area.

7) Notification. Should the undersigned owners (Grantors), sell the property described herein, Grantors shall promptly disclose and notify the buyer of this agreement.

**THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON  
DATED DECEMBER 23, 2009:**

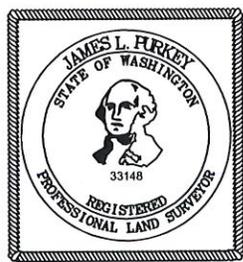
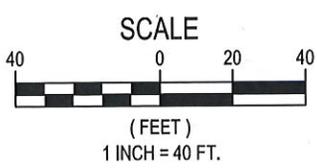
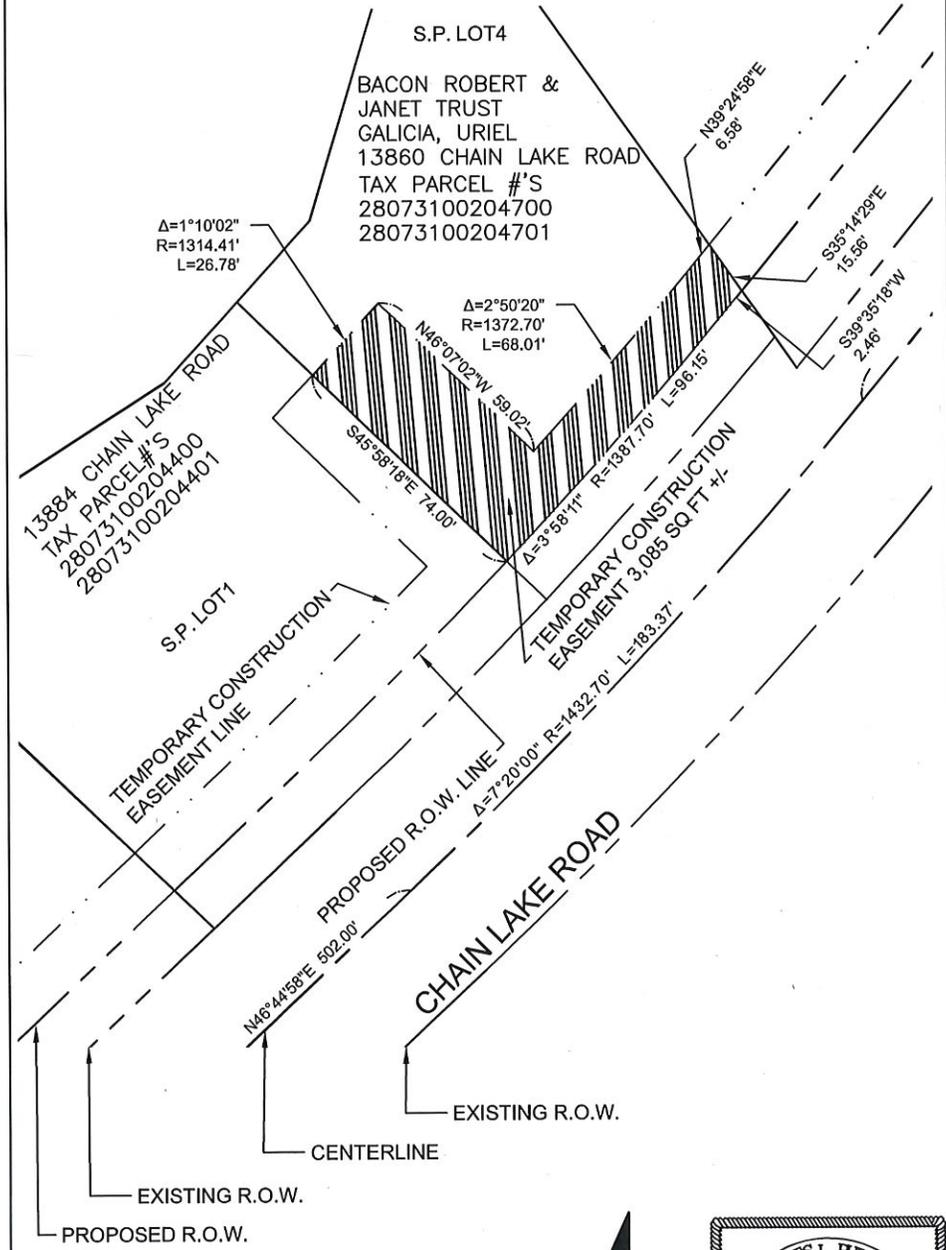
  
\_\_\_\_\_  
Janet B. Bacon, Trustee

  
\_\_\_\_\_  
Robert B. Bacon, Trustee



# EXHIBIT A

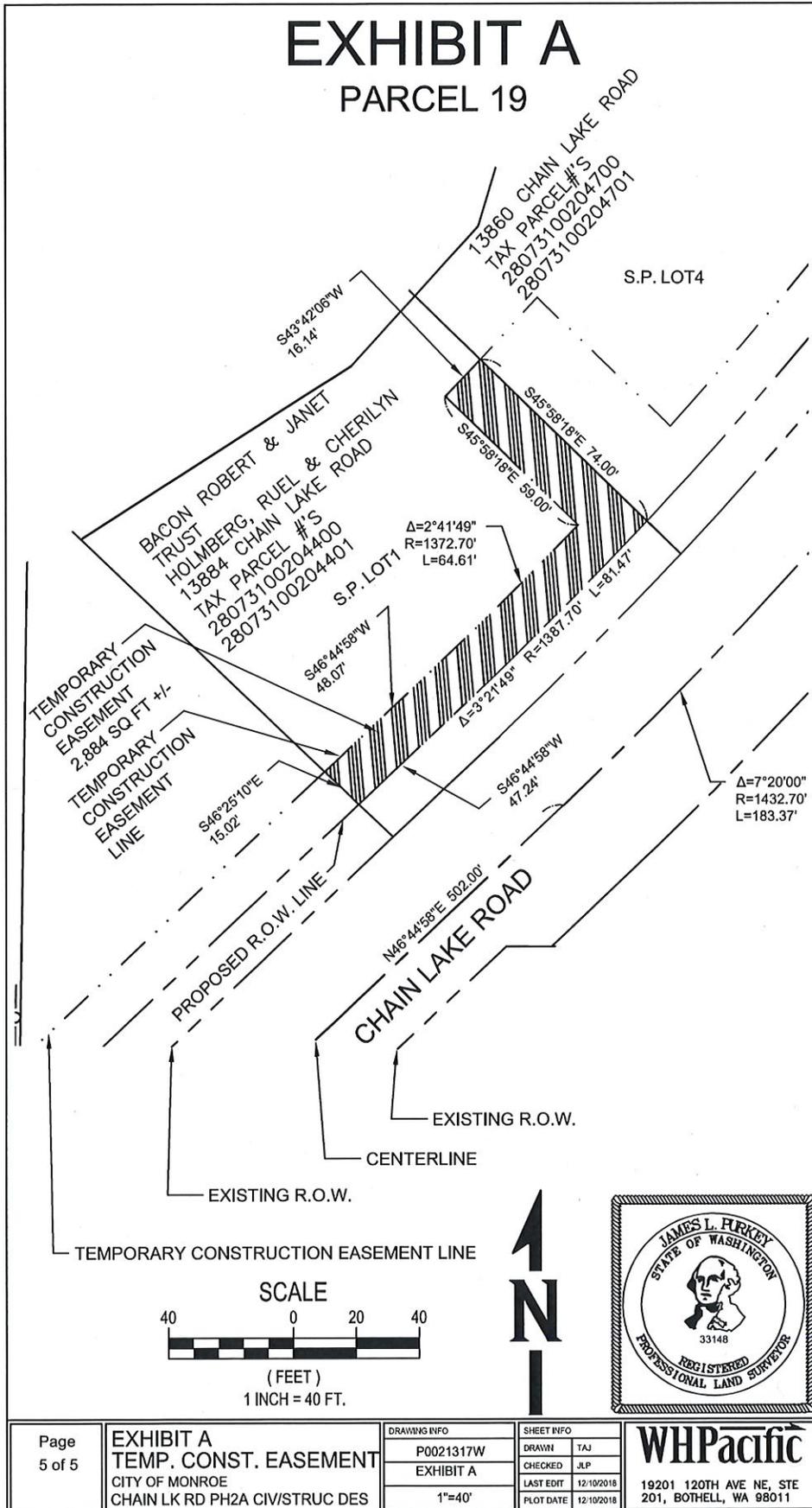
## PARCEL 18



Page 4 of 5	<b>EXHIBIT A</b> TEMP. CONST. EASEMENT CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO	SHEET INFO	<b>WHPacific</b> 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011
		P0021317W EXHIBIT A 1"=40'	DRAWN TAJ CHECKED JLP LAST EDIT 12/10/2018 PLOT DATE 12/10/2018	

# EXHIBIT A

## PARCEL 19



Page 5 of 5	EXHIBIT A TEMP. CONST. EASEMENT CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO	SHEET INFO	 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011
		P0021317W EXHIBIT A 1"=40'	DRAWN TAJ CHECKED JLP LAST EDIT 12/10/2018 PLOT DATE 12/10/2018	



**REAL ESTATE EXCISE TAX AFFIDAVIT**  
CHAPTER 82.45 RCW - CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

**THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED**  
Only for sales in a single location code on or after January 1, 2020.

Check box if the sale occurred in more than one location code.

PLEASE TYPE OR PRINT

Check box if partial sale, indicate % sold. List percentage of ownership acquired next to each name.

<b>SELLER GRANTOR</b>	<b>1</b> Name <u>Robert &amp; Janet Bacon, Trustees of Revocatory Living Trust of Robert B. Bacon and Janet B. Bacon</u>	<b>BUYER GRANTEE</b>	<b>2</b> Name <u>City of Monroe</u>
	Mailing Address <u>14311 Kenwanda Dr.</u>		Mailing Address <u>806 West Main Street</u>
	City/State/Zip <u>Snohomish, WA 98296-8253</u>		City/State/Zip <u>Monroe, WA 98272</u>
	Phone No. (including area code) <u>(360) 688-3628</u>		Phone No. (including area code) <u>(360) 794-7400</u>
<b>3</b> Send all property tax correspondence to: <input checked="" type="checkbox"/> Same as Buyer/Grantee		List all real and personal property tax parcel account numbers - check box if personal property	
Name _____		List assessed value(s)	
Mailing Address _____		Ptn: Tract 999 <input type="checkbox"/> <u>0.00</u>	
City/State/Zip _____		Tax Code Area 0053 <input type="checkbox"/> <u>0.00</u>	
Phone No. (including area code) _____		<input type="checkbox"/> <u>0.00</u>	
		<input type="checkbox"/> <u>0.00</u>	

**4** Street address of property: xxxxx Chain Lake Road, Monroe, WA 98272  
This property is located in Monroe  
 Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.  
Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)  
See Exhibit A attached

**5** Select Land Use Code(s):  
45 - Highway and street right of way  
enter any additional codes: 117 Manufactured Home leased  
(See back of last page for instructions) YES NO  
Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?  YES  NO  
Is this property predominantly used for timber (as classified under RCW 84.34 and 84.33) or agriculture (as classified under RCW 84.34.020)? See ETA 3215  YES  NO

**6** YES NO  
Is this property designated as forest land per chapter 84.33 RCW?  YES  NO  
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?  YES  NO  
Is this property receiving special valuation as historical property per chapter 84.26 RCW?  YES  NO

If any answers are yes, complete as instructed below.  
**(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S):** To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land  does  does not qualify for continuance.  
\_\_\_\_\_  
DEPUTY ASSESSOR DATE

**(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S):** To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

**(3) NEW OWNER(S) SIGNATURE**  
\_\_\_\_\_  
PRINT NAME

**7** List all personal property (tangible and intangible) included in selling price.  
None. No Manufactured Home in area sold

If claiming an exemption, list WAC number and reason for exemption:  
WAC No. (Section/Subsection) \_\_\_\_\_  
Reason for exemption \_\_\_\_\_

Type of Document Statutory Warranty Deed  
Date of Document 6-11-20

Gross Selling Price \$	<u>17,752.00</u>
*Personal Property (deduct) \$	_____
Exemption Claimed (deduct) \$	_____
Taxable Selling Price \$	<u>17,752.00</u>
Excise Tax: State	
Less than \$500,000.01 at 1.1% \$	<u>195.27</u>
From \$500,000.01 to \$1,500,000 at 1.28% \$	<u>0.00</u>
From \$1,500,000.01 to \$3,000,000 at 2.75% \$	<u>0.00</u>
Above \$3,000,000 at 3.0% \$	<u>0.00</u>
Agricultural and timberland at 1.28% \$	<u>0.00</u>
Total Excise Tax: State \$	<u>195.27</u>
<u>0.0050</u> Local \$	<u>88.76</u>
*Delinquent Interest: State \$	<u>0.00</u>
Local \$	<u>0.00</u>
*Delinquent Penalty \$	<u>0.00</u>
Subtotal \$	<u>284.03</u>
*State Technology Fee \$	<u>5.00</u>
*Affidavit Processing Fee \$	<u>0.00</u>
Total Due \$	<u>289.03</u>

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX  
\*SEE INSTRUCTIONS

**8** I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature of Grantor or Grantor's Agent <u>Robert Bacon</u>	Signature of Grantee or Grantee's Agent _____
Name (print) <u>ROBERT BACON</u>	Name (print) _____
Date & city of signing <u>6-11-2020 Snohomish</u>	Date & city of signing _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020(1C)).

EXHIBIT A

Parcel 20

Parcel No. 20: Tract 999

Tract 999, CITY OF MONROE SHORT PLAT NO. SP 200306 RECORDED UNDER RECORDING NO. 200411085084, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

RIGHT OF WAY – PARCEL 20

A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL ALONG THE EXISTING RIGHT OF WAY OF THE ABOVE DESCRIBED PROPERTY; THENCE SOUTH 46° 44' 58" WEST ALONG THE OLD RIGHT OF WAY OF CHAIN LAKE ROAD, A DISTANCE OF 164.44 FEET MORE OR LESS TO THE MOST SOUTHERLY CORNER OF SAID PARCEL; THENCE NORTH 00° 50' 34" EAST ALONG THE WESTERLY LINE OF SAID PARCEL, A DISTANCE OF 21.03 FEET; THENCE NORTH 46° 44' 58" EAST, A DISTANCE OF 148.97 FEET MORE OF LESS TO THE NORTHERLY LINE OF SAID PARCEL; THENCE SOUTH 46° 25' 10" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 15.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,367 SQUARE FEET +/-



## NONBINDING MEMORANDUM OF UNDERSTANDING

*Document Title: Memorandum of Understanding*

*Owners: Robert B. Bacon and Janet B. Bacon, Trustees of the Revocable Living Trust of Robert B. Bacon and Janet B. Bacon dated December 23, 2009*

*City: City of Monroe*

*Abbreviated Legal Description: Ptn SE Qtr, NW Qtr, Sec 31, 28 N, 7 E, W.M. Snohomish County*

*Assessor's Tax Parcel Numbers: 280731-002-044-00, 280731-002-047-00 and Tract 999*

*Project: Chain Lake Road Phase 2A*

*Project Parcels: 18, 19 and 20*

THIS NONBINDING MEMORANDUM OF UNDERSTANDING ("MOU") dated this 11<sup>th</sup> day of June 2020 is entered into by and between THE CITY OF MONROE, a Washington municipal corporation, hereinafter referred to as the "City" and, ROBERT B. BACON AND JANET B. BACON, TRUSTEES OF THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON DATED DECEMBER 23, 2009 hereinafter referred to as the "Owners".

WHEREAS, the City is undertaking its Chain Lake Road Phase 2A Project (the Project); and

WHEREAS, the Owners own three Project Parcel properties; Project Parcel #18: 13860 Chain Lake Road (tax parcel 280731-002-047-00), Project Parcel #19: 13884 Chain Lake Road (tax parcel 280731-002-044-00), and Project Parcel #20: Detention Pond Tract 999; and

WHEREAS, The City requires Statutory Warranty Deeds and Temporary Construction Easements ("TCE's") over across and upon the abovementioned Project Parcels, for public use in the construction and operation of the above entitled Project; and

WHEREAS, the City made offers to the Owners on May 17, 2019 for the required conveyances under the threat to acquire the rights under the Eminent Domain Statutes of the State of Washington; and

WHEREAS, the City's acquisition of the said Deeds and TCE's and construction of the Project will disturb, destroy or otherwise require relocation of the Owners' pre-existing drainage, access and other facilities and features as further identified herein; and

WHEREAS, City staff and the Owners have reached a tentative total settlement agreement, subject to approval by the Monroe City Council, in the amount of \$105,758.00 (One Hundred Five Thousand Seven Hundred Fifty-Eight dollars) for the conveyance of said Deeds and TCE's, together with the improvements identified in this MOU, which the parties mutually agree are reasonably necessitated by the City's acquisition of the afore-referenced easement rights ; and

WHEREAS, the purpose of this MOU is to set forth the terms between the Owners and the City pursuant to the execution of a formal, binding agreement regarding the subject matter herein and the execution and conveyance to the said Deeds and TCE's.

NOW THEREFORE, the parties hereby agree as follows:

1. The City shall remit to Owners monetary compensation in the total amount of \$105,758.00 (One Hundred Five Thousand Seven Hundred Fifty-Eight dollars).
2. Concurrently with receiving the payment identified in Section 1 above, Owners shall execute and convey to the City the Statutory Warranty Deeds and TCE's in substantially the form contained in Exhibit A and Exhibit B, respectively, each which exhibits is attached hereto and incorporated herein by this reference as if set forth in full.
3. The City shall install a 15-foot wide driveway access to said Project Parcel #20 (the Detention Pond, Tract 999).
  - a. The City's contractor will grade to the ROW line and slope from the ROW line to the existing gate.
  - b. The slope will be protected with grass or gravel as necessary to prevent erosion.
  - c. As part of said total settlement agreement, the City will pay Owners a lump sum amount to cover permits and fence work that Owners will perform regarding the aforementioned access road.
  - d. No block wall will be installed along the ROW along the fifteen 15 foot access to said Project Parcel 20. The ground will be sloped within the Temporary construction easement.
4. The City will relocate the existing control structure on Project Parcel #20 to a location inside said Detention Pond Tract 999 between the fence and the right-of-way line.
5. All walls constructed as part of the Project will be capped by the City.
6. The City shall provide and contour any fill needed to bring the existing ground up to the level of all walls constructed as part of the Project.
7. The City shall reinstall the storm drainpipe stubbed to Project Parcel #18 (13860 Chain Lake Rd / Tax Parcel #280731-002-047-00) when the catch basin is moved as part of the Project.
8. The City shall install underground power to the streetlights located along the frontage of said Project Parcels 18, 19 and 20 if and when streetlights are installed.
9. The City shall reconstruct the Owners' existing private driveway/road serving Project Parcels 18 and 19 and will re-seed lawn area as part of the Project. The reconstructed private driveway/road will allow for the unobstructed ingress and egress of existing mobile homes and the future installation of similar mobile homes. The existing driveway/road low point located under the existing utility wires is at the elevation of

261.59 feet NAVD 88 (more or less). The elevation of the reconstructed Owners' driveway/road will be at or below 261.59 feet NAVD 88. As part of the Project, a survey of the frontage of said Project Parcels 18 and 19 will occur establishing the grade elevation of said reconstructed driveway/road's centerline underneath said utility wires. Said survey's information will be shared with the Owners.

10. The City shall relocate the existing private storm water system and Roof Drain Pipe to Project Parcel #19 (13884 Chain Lake Rd / Tax Parcel #280731-002-044-00) within the new right-of-way onto said Project Parcels #19 and #20 5-feet from the new right-of-way line.
11. The City shall reconnect the water line serving said Project Parcel #19.
12. The City shall provide One (1) Weeks' Notice to Residences accessed off the Bacon Short Plat private road prior to construction.
13. The City shall provide at least One (1) Weeks' Notice to Owners prior to the City's Contractor removing the existing trees on said Project Parcel #19 as part of the Project.
14. The City shall provide preconstruction and postconstruction inspections of the residences on said Project Parcel #19.
15. The City's Contractor shall install a 30-inch wide concrete path crossing the outfall from the Detention Pond on said Project Parcel #20 for Owner's lawn mower access
16. The City's Contractor will reasonably attempt to salvage the Owners' existing catch basins and return them to the Owners.
17. The City will set the property corners and points of curve in concrete at the end of the project. During Construction, the City's contractor will temporarily stake the edge of the
18. Nothing herein shall be construed as creating a binding contractual obligation. This MOU reflects the good faith intent of the parties to expeditiously negotiate and execute a formal, binding agreement consistent with the substantive terms set forth herein, together with appropriate boilerplate supplied by the City. The terms set forth in this MOU further reflect the intended recommendation of the City of Monroe administration to the Monroe City Council. However, the provisions herein are expressly contingent upon City Council approval, and no binding agreement shall exist unless and until the City Council approves the same and a formal, binding agreement has been mutually executed by the parties.

**Revocable Living Trust of Robert B. Bacon and Janet B. Bacon dated December 23, 2009:**

  
\_\_\_\_\_  
Robert B. Bacon, Trustee

  
\_\_\_\_\_  
Janet B. Bacon, Trustee

Dated: 6-11-, 2020

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF MONROE**

By: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
**Elizabeth Adkisson, City Clerk**

APPROVED AS TO FORM:

\_\_\_\_\_  
**J. Zachary Lell, City Attorney**

**Exhibit A**  
**Statutory Warranty Deeds**  
**Project Parcels #18 & #19 and #20**

After recording return to:  
City Clerk  
City of Monroe  
806 W. Main Street  
Monroe, WA 98272

**STATUTORY WARRANTY DEED**

*Grantors: Robert B. Bacon and Janet B. Bacon, Trustees of the Revocable Living Trust of Robert B. Bacon and Janet B. Bacon dated December 23, 2009*  
*Grantee: City of Monroe*  
*Abbreviated Legal: Ptn SE Qtr NW Qtr Sec 31 -28 N -7 E, WM Snohomish County*  
*Tax Parcel Nos.: 280731-002-044-00 & 280731-002-047-00*  
*Project Parcel Nos.: 18 & 19*  
*City of Monroe, Chain Lake Road Phase 2A*

The Grantors, ROBERT B. BACON AND JANET B. BACON, TRUSTEES OF THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON DATED DECEMBER 23, 2009, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey and warrant to The Grantee, CITY OF MONROE, a municipal corporation of the State of Washington, and its assigns, for the use of the public, the following described real estate situated in Snohomish County, Washington, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, together with any after acquired title therein, to wit:

**PER EXHIBIT A and AS DEPICTED IN EXHIBITS B-1 and B-2 ATTACHED HERETO and MADE A PART HEREOF BY REFERENCE**

It is understood and agreed that delivery of this Deed is hereby tendered and that the terms and obligations hereof shall not become binding upon City of Monroe unless and until accepted and approved hereon in writing for the City of Monroe.

The Grantors hereby requests the Assessor-Treasurer of said County to set-over to the remainder the lien of all unpaid taxes, if any, affecting the real property hereby conveyed, as provided by RCW 84.60.070.

**Revocable Living Trust of Robert B. Bacon and Janet B. Bacon dated December 23, 2009:**

\_\_\_\_\_  
**Robert B. Bacon, Trustee**

\_\_\_\_\_  
**Janet B. Bacon, Trustee**

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

STATUTORY WARRANTY DEED

STATE OF WASHINGTON )  
 : ss  
County of SNOHOMISH )

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally appeared Robert B. Bacon and Janet B. Bacon, as Trustees of the Revocable Living Trust of Robert B. Bacon and Janet B. Bacon dated December 23, 2009, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Accepted by City of Monroe**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: City Attorney  
Date: \_\_\_\_\_

EXHIBIT A

Parcel 18 & 19

Tax Account No.: 28073100204400 & 28073100204700

LOTS 1, 2, 3 AND 4, CITY OF MONROE SHORT PLAT NO. SP 200306 RECORDED UNDER RECORDING NO. 200411085084, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

RIGHT OF WAY PARCEL 18: 28073100204700

A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG A CURVE TO THE RIGHT, THE RADIUS POINT WHICH BEARS NORTH 50° 30' 52" WEST, HAVING A RADIUS OF 1402.70 FEET AND A CENTRAL ANGLE OF 03° 54' 31", AN ARC DISTANCE OF 95.69 FEET MORE OR LESS TO THE MOST SOUTHERLY CORNER OF SAID PARCEL; THENCE NORTH 45° 58' 18" WEST AONG SAID SOUTH LINE, A DISTANCE OF 15.09 FEET TO A NON-TANGENT CURVE TO THE LEFT, THE RADIUS POINT WHICH BEARS NORTH 46° 36' 51" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1387.70 FEET AND A CENTRAL ANGLE OF 03° 58' 11", AN ARC DISTANCE 96.15 FEET; THENCE NORTH 39° 24' 58" EAST, A DISTANCE OF 2.47 FEET MORE OR LESS TO THE NORTH LINE OF SAID PARCEL; THENCE NORTH 35° 14' 29" EAST ALONG SAID NORTH LINE, A DISTANCE OF 15.65 FEET TO THE POINT OF BEGINNING.

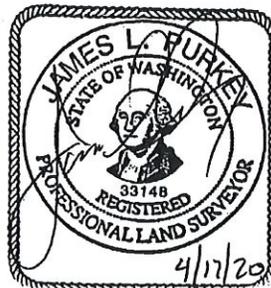
CONTAINING 1,466 SQUARE FEET +/-

RIGHT OF WAY PARCEL 19: 28073100204400

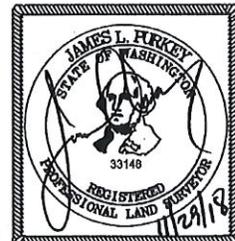
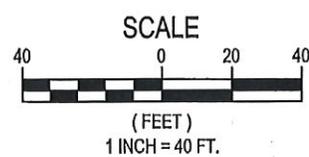
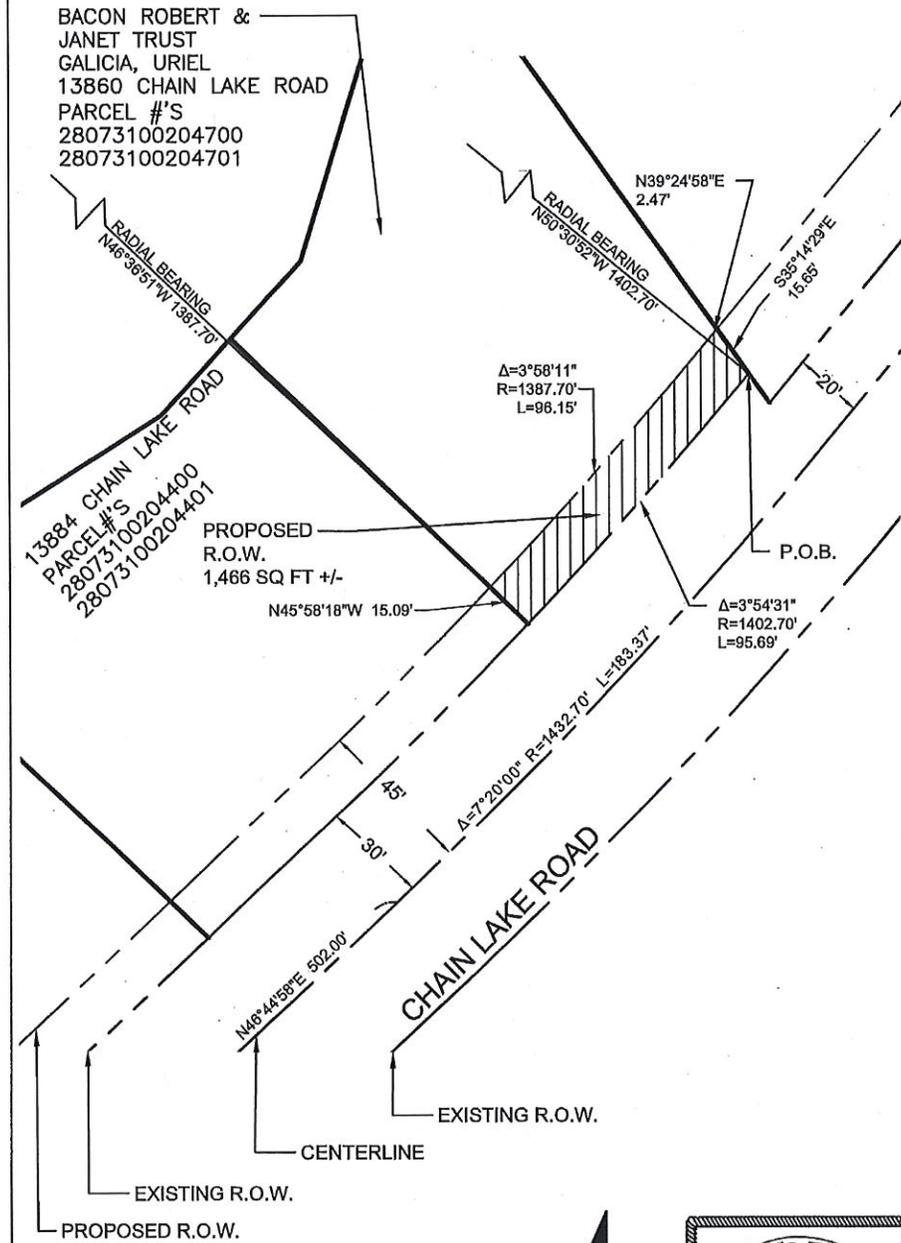
A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG A CURVE TO THE RIGHT, THE RADIUS POINT WHICH BEARS NORTH 46° 36' 21" WEST, HAVING A RADIUS OF 1402.70 FEET AND A CENTRAL ANGLE OF 03° 21' 19", AN ARC DISTANCE OF 82.15 FEET; THENCE SOUTH 46° 44' 03" WEST, A DISTANCE OF 46.44 FEET MORE OR LESS TO THE MOST SOUTHERLY CORNER OF SAID PARCEL; THENCE NORTH 46° 25' 10" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 15.13 FEET, THENCE NORTH 46° 44' 58" EAST, A DISTANCE OF 47.24 FEET TO TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1387.70 FEET AND A CENTRAL ANGLE OF 03° 21' 49", AN ARC DISTANCE 81.47 FEET MORE OR LESS TO THE NORTH LINE OF SAID PARCEL; THENCE SOUTH 45° 58' 18" EAST ALONG SAID NORTH LINE, A DISTANCE OF 15.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,942 SQUARE FEET +/-

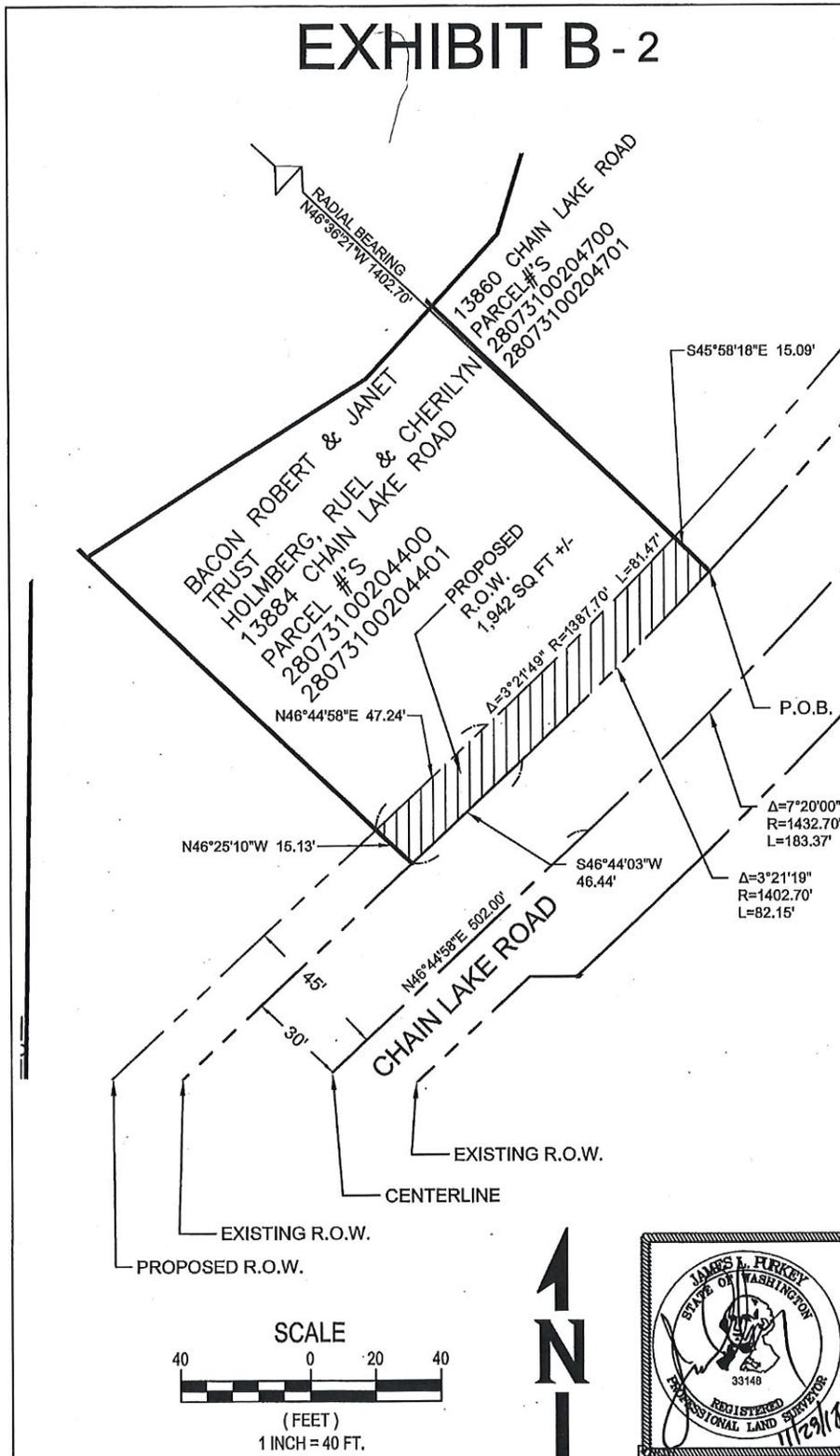


# EXHIBIT B-1



Page 4 of 5	EXHIBIT B R.O.W. CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO		SHEET INFO	
		P0021317W	EXHIBIT B	DRAWN TAJ	CHECKED JLP
		1"=40'	LAST EDIT 8/6/2018		<b>WHPacific</b> 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011
			PLOT DATE 8/12/2018		

# EXHIBIT B - 2



Page 5 of 5	EXHIBIT B R.O.W. CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO	SHEET INFO		 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011
		P0021317W EXHIBIT B 1"=40'	DRAWN TJAJ	CHECKED JLP	
			LAST EDIT 8/7/2018	PLOT DATE 8/7/2018	

After recording return to:  
City Clerk  
City of Monroe  
806 W. Main Street  
Monroe, WA 98272

**STATUTORY WARRANTY DEED**

*Grantors: Robert B. Bacon and Janet B. Bacon, Trustees of the Revocable Living Trust of Robert B. Bacon and Janet B. Bacon dated December 23, 2009*

*Grantee: City of Monroe*

*Abbreviated Legal: Ptn SE Qtr NW Qtr Sec 31 -28 N -7 E, WM Snohomish County*

*Tax Parcel No.: Tract 999*

*Project Parcel No.: 20*

*City of Monroe, Chain Lake Road Phase 2A*

The Grantors, ROBERT B. BACON AND JANET B. BACON, TRUSTEES OF THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON DATED DECEMBER 23, 2009, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey and warrant to The Grantee, CITY OF MONROE, a municipal corporation of the State of Washington, and its assigns, for the use of the public, the following described real estate situated in Snohomish County, Washington, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, together with any after acquired title therein, to wit:

**PER EXHIBIT A and AS DEPICTED IN EXHIBIT B ATTACHED  
HERETO and MADE A PART HEREOF BY REFERENCE**

It is understood and agreed that delivery of this Deed is hereby tendered and that the terms and obligations hereof shall not become binding upon City of Monroe unless and until accepted and approved hereon in writing for the City of Monroe.

The Grantors hereby requests the Assessor-Treasurer of said County to set-over to the remainder the lien of all unpaid taxes, if any, affecting the real property hereby conveyed, as provided by RCW 84.60.070.

**Revocable Living Trust of Robert B. Bacon and Janet B. Bacon dated December 23, 2009:**

\_\_\_\_\_  
**Robert B. Bacon, Trustee**

\_\_\_\_\_  
**Janet B. Bacon, Trustee**

Date: \_\_\_\_\_, 20\_\_

Date: \_\_\_\_\_, 20\_\_

STATUTORY WARRANTY DEED

STATE OF WASHINGTON )  
 : ss  
County of SNOHOMISH )

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally appeared Robert B. Bacon and Janet B. Bacon, as Trustees of the Revocable Living Trust of Robert B. Bacon and Janet B. Bacon dated December 23, 2009, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

**Accepted by City of Monroe**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: City Attorney  
Date: \_\_\_\_\_

EXHIBIT A

Parcel 20

Parcel No. 20: Tract 999

Tract 999, CITY OF MONROE SHORT PLAT NO. SP 200306 RECORDED UNDER RECORDING NO. 200411085084, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

RIGHT OF WAY – PARCEL 20

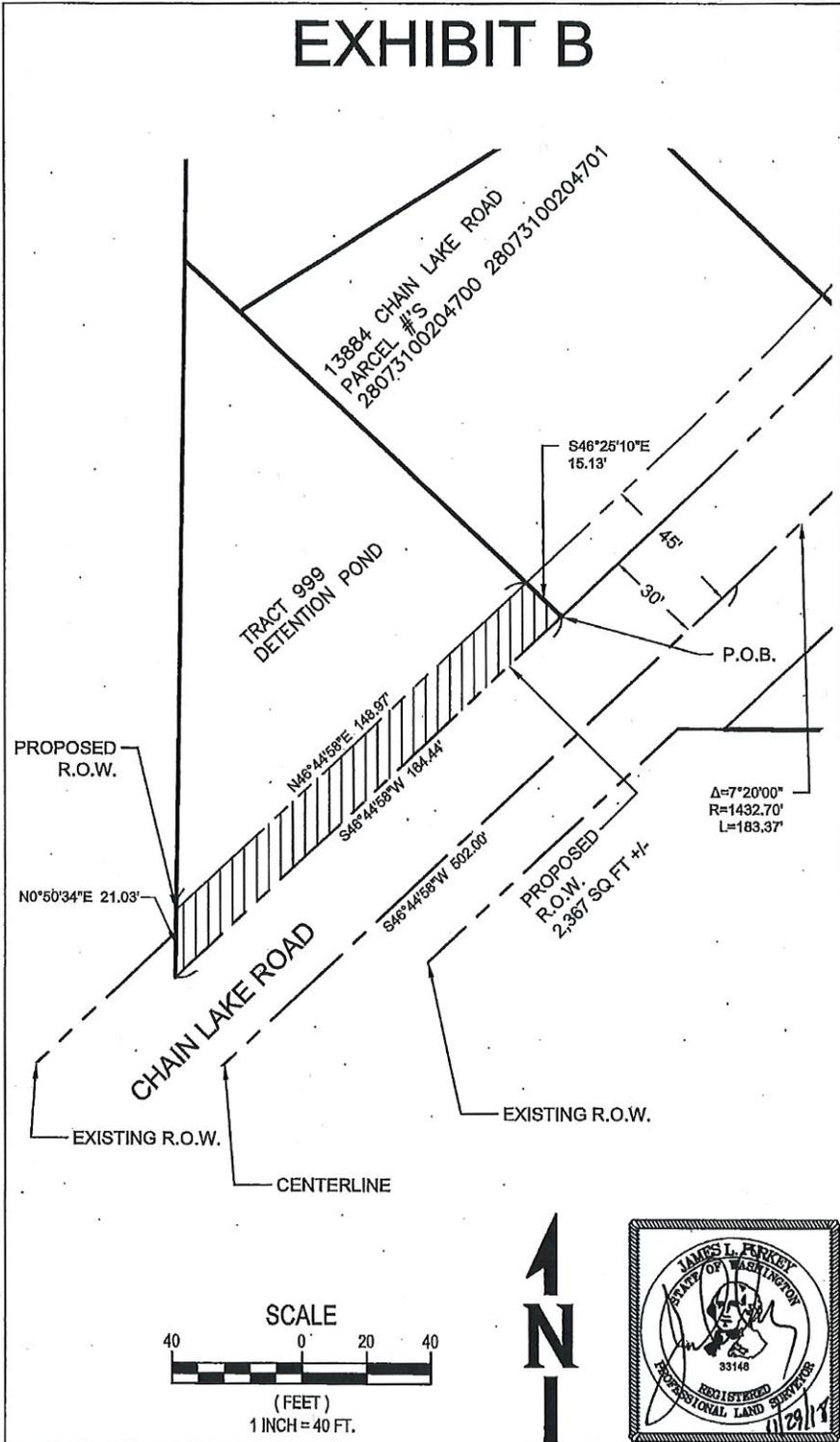
A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL ALONG THE EXISTING RIGHT OF WAY OF THE ABOVE DESCRIBED PROPERTY; THENCE SOUTH 46° 44' 58" WEST ALONG THE OLD RIGHT OF WAY OF CHAIN LAKE ROAD, A DISTANCE OF 164.44 FEET MORE OR LESS TO THE MOST SOUTHERLY CORNER OF SAID PARCEL; THENCE NORTH 00° 50' 34" EAST ALONG THE WESTERLY LINE OF SAID PARCEL, A DISTANCE OF 21.03 FEET; THENCE NORTH 46° 44' 58" EAST, A DISTANCE OF 148.97 FEET MORE OR LESS TO THE NORTHERLY LINE OF SAID PARCEL; THENCE SOUTH 46° 25' 10" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 15.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,367 SQUARE FEET +/-



# EXHIBIT B



Page 4 of 4	EXHIBIT B R.O.W. CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO		SHEET INFO		
		P0021317W	EXHIBIT B	1"=40'	DRAWN: TAJ CHECKED: JLP LAST EDIT: 07/20/18 PLOT DATE: 07/20/18	
<b>WHPacific</b> 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011						

**Exhibit B**  
**Temporary Construction Easements**  
**Project Parcels #18 & #19 and #20**

## TEMPORARY CONSTRUCTION EASEMENT

Grantors: Bacon, Robert B. & Janet B., Trustees of The Revocable Living Trust of Robert B. Bacon and Janet B. Bacon, dated December 23, 2009.

Grantee: City of Monroe

Abbreviated Legal: Ptn SE NW Sec 31 -28 -7 E, WM Snohomish County APN

Tax Parcel No.: 28073100204400 & 28073100204700

City of Monroe / Chain Lake Road Phase 2a Project

Project Parcels #18 & #19

THIS INSTRUMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ROBERT B. BACON AND JANET B. BACON, TRUSTEES OF THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON DATED DECEMBER 23, 2009, hereinafter called the "Grantors", and the CITY OF MONROE, a Washington municipal corporation, hereinafter called the "Grantee".

WITNESSETH:

1) Grant of Easement. The Grantors, for and in consideration of the public good and other valuable consideration, does by these presents, convey and warrant unto the Grantee a temporary construction easement (the "Easement") for access over, though, across and upon the following described real estate (the "Easement Area") situated in the County of Snohomish, State of Washington, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, for the placement of personnel and equipment for construction of public street improvements with necessary appurtenances, including placement of public and private utilities, within the adjoining public right of way:

### **AS DEPICTED IN EXHIBIT A (2 pages) ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE**

2) Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right at such times as may be necessary, to enter upon the Easement Area, including entry into private improvements located in the Easement Area for the purpose of constructing, maintaining, repairing, altering or reconstructing said street improvements, or making any connections therewith, including utility connections. Grantee shall have the right to fill slopes to match retaining wall to be built as part of said project. Grantee's rights to use the Easement Area shall be exclusive at such times and for such duration as Grantee's construction requires, in Grantee's discretion.

The rights herein granted shall include all incidental rights, including but not limited to, right of ingress and egress necessary to properly perform the work indicated for construction of the project. Grantee and those entitled to exercise the rights granted herein shall exercise all due diligence in their activities upon the property, and Grantee

## TEMPORARY CONSTRUCTION EASEMENT

does hereby agree to indemnify and hold harmless the Grantors against and from any and all liability for losses, damages and expenses on account of damage to property or injury to persons resulting from or arising out of the rights herein granted to Grantee and/or its contractors, employees, agents, successors or assigns.

3) Improvements. All street improvements shall be constructed entirely within the public right of way. In the event private improvements in the Easement Area are disturbed or damaged by Grantee's use of the Easement, on or before the end of the Term, they shall be restored or replaced in as good a condition as they were immediately before Grantee entered the Easement Area. During the Term, Grantee may on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

4) Grantor's Right to Use Easement Area. Except for those times when Grantee is making exclusive use of the Easement Area, the Grantors shall retain the right to use and enjoy the Easement Area, including the right to use existing private improvements located in the Easement Area so long as such use does not interfere with Grantee's construction of the public improvements described in this Easement.

5) Term of Easement. The term of this Easement is 12 months (the "Term"). The Term shall remain in force until **no later September 30, 2020**, or until completion of construction and restoration of the property, whichever occurs first. Grantee shall provide fourteen (14) days written notice to the Grantor prior to commencement of construction. This Easement may be extended by mutual written consent of the Grantor and Grantee.

6) Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. The Easement granted hereby, and the duties, restrictions, limitations and obligations herein created, shall run with the land, shall burden the Easement Area and shall be binding upon and the Grantors and its respective successors, assigns, mortgagees and sublessees and each and every person who shall at any time have a fee, leasehold, mortgage or other interest in any part of the Easement Area.

7) Notification. Should the undersigned owners (Grantors), sell the property described herein, Grantors shall promptly disclose and notify the buyer of this agreement.

**THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON  
DATED DECEMBER 23, 2009:**

---

Janet B. Bacon, Trustee

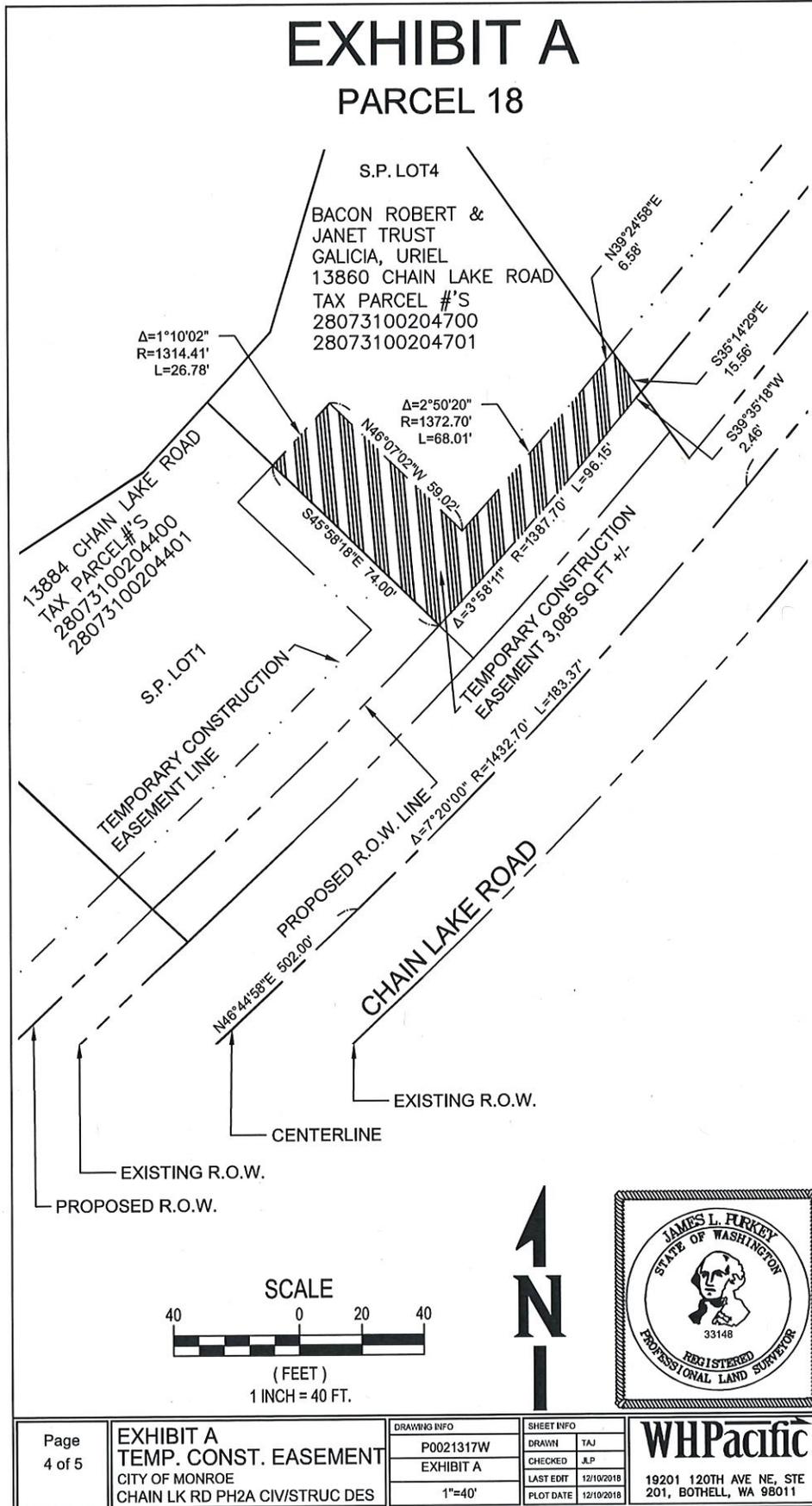
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Robert B. Bacon, Trustee



# EXHIBIT A

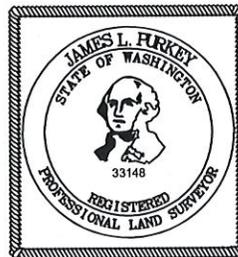
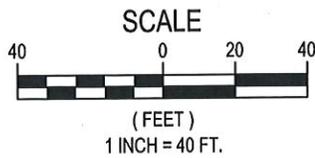
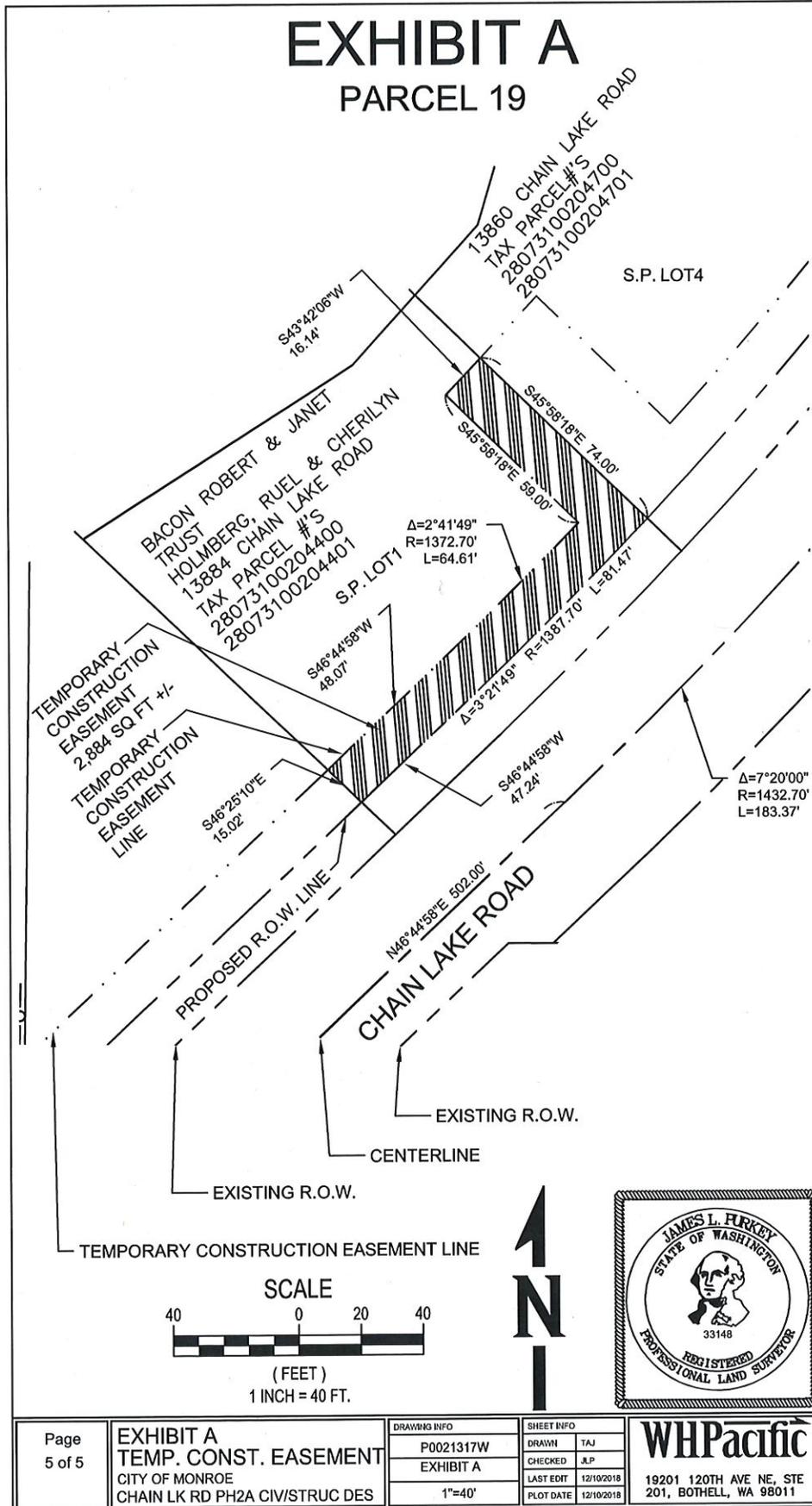
## PARCEL 18



Page 4 of 5	<b>EXHIBIT A</b> <b>TEMP. CONST. EASEMENT</b> CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO		SHEET INFO	
		P0021317W	EXHIBIT A	DRAWN TAJ	CHECKED J.P.
		1"=40'		LAST EDIT 12/10/2018	PLOT DATE 12/10/2018
				<b>WHPacific</b> 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011	

# EXHIBIT A

## PARCEL 19



Page 5 of 5	<b>EXHIBIT A</b> <b>TEMP. CONST. EASEMENT</b> CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO	SHEET INFO		 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011
		P0021317W EXHIBIT A 1"=40'	DRAWN	TAJ	
			LAST EDIT	12/10/2018	
			PLOT DATE	12/10/2018	

## TEMPORARY CONSTRUCTION EASEMENT

Grantors: Bacon, Robert B. & Janet B., Trustees of The Revocable Living Trust of Robert B. Bacon and Janet B. Bacon, dated December 23, 2009.

Grantee: City of Monroe

Abbreviated Legal: Ptn SE Qtr NW Qtr Sec 31 -28 -7 E, WM Snohomish County

Tax Parcel No.: Tract 999

City of Monroe / Chain Lake Road Phase 2a Project

Project Parcel #20

THIS INSTRUMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between ROBERT B. BACON AND JANET B. BACON, TRUSTEES OF THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON DATED DECEMBER 23, 2009, hereinafter called the "Grantors", and the CITY OF MONROE, a Washington municipal corporation, hereinafter called the "Grantee".

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### AS DEPICTED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

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## TEMPORARY CONSTRUCTION EASEMENT

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3) Improvements. All street improvements shall be constructed entirely within the public right of way. In the event private improvements in the Easement Area are disturbed or damaged by Grantee's use of the Easement, on or before the end of the Term, they shall be restored or replaced in as good a condition as they were immediately before Grantee entered the Easement Area. During the Term, Grantee may on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

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**THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON  
DATED DECEMBER 23, 2009:**

---

Janet B. Bacon, Trustee

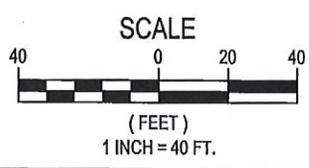
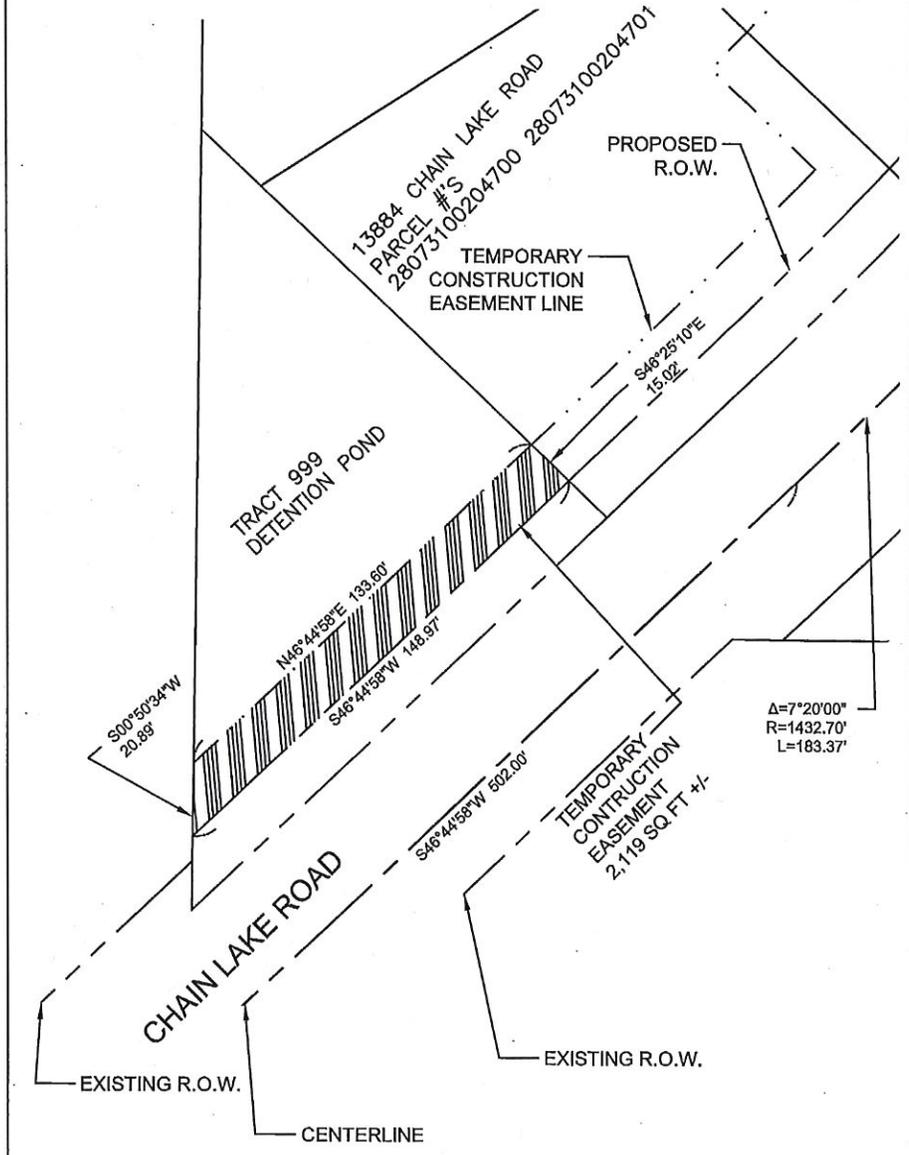
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Robert B. Bacon, Trustee



# EXHIBIT A

## PARCEL 20



4 of 4	EXHIBIT A	DRAWING INFO		SHEET INFO		<b>WHPacific</b> 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011
	TEMP. CONST. EASEMENT	P0021317W		DRAWN	TAJ	
	CITY OF MONROE	EXHIBIT B		CHECKED	JLP	
	CHAIN LK RD PH2A CIV/STRUC DES	1"=40'		LAST EDIT	12/9/2018	
				PLOT DATE	12/9/2018	

City of Monroe  
806 West Main Street  
Monroe, WA 98272

Claimants

The Revocable Living Trust of Robert B. Bacon and Janet B. Bacon, dated December 23, 2009  
14311 Kenwanda Dr  
Monroe, WA 98272-9709

City of Monroe – Chain Lake Road Phase 2A Project  
Project Parcel: #20  
Tax Parcel: Tract 999

A full, complete, and final payment for settlement for the interest conveyed as fully set forth in the Right of Way Dedication Deed and Temporary Construction Easement, dated 6-11-20.

ROW Dedication: 2,367 SF (m/l)	\$2,367.00
Temporary Construction Easement: 2,119 SF (m/l)	\$212.00
Improvements: Lawn Area	\$1,184.00
Administrative Settlement	<u>\$22,143.00</u>
<b>Total (Rounded)</b>	<b>\$25,943.00</b>

The Revocable Living Trust of Robert B. Bacon and Janet B. Bacon, dated December 23, 2009 has agreed to the compensation listed above as the full and final payment for the property interests and improvements, as stated above. The City of Monroe will not, at any time in the future, be responsible for any additional costs above and beyond the amount listed above, nor for the construction of such improvement (or repair).

We have been informed that if there is a mortgage or lien on my property, the mortgage company or lienholder may require that all or a portion of the proceeds from this transaction be applied towards principal reduction of the outstanding lien balance. If necessary, the City will deposit the funds from this transaction into escrow for the purpose of clearing title of the purchased land. The escrow company will disburse the funds according to the requirements of the Mortgage Company or lienholder.

We hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Monroe, that the same or any part thereof has not been paid, and that we are authorized to sign for the claimant.

THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON, DATED DECEMBER 23, 2009:

Robert B. Bacon  
Robert Bacon, Trustee  
Date: 6-11-2020

Janet Bacon  
Janet Bacon, Trustee  
Date: 6-11-2020

City of Monroe

Ron Sharp  
Ron Sharp, Right-of-Way Consultant  
Date: 6-11, 2020

Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_

City of Monroe  
806 West Main Street  
Monroe, WA 98272

Claimant

The Revocable Living Trust of Robert B. Bacon and Janet B. Bacon, dated December 23, 2009  
14311 Kenwanda Dr  
Monroe, WA 98272-9709

City of Monroe – Chain Lake Road Phase 2A Project  
Project Parcel: #20  
Tax Parcel: Tract 999

A full, complete, and final payment for the Statutory Evaluation Allowance in connection with settlement for the title or interest conveyed or released as fully set forth in the Right of Way Dedication Deed and Temporary Construction Easement, dated 6-11-20.

Statutory Evaluation Allowance	\$750.00
<b>TOTAL</b>	<b>\$750.00</b>

We hereby certify under penalty of perjury that the items and amounts listed herein are proper charges against the City of Monroe , that the same or any part thereof has not been paid, and that we are authorized to sign for the claimant.

**THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON, DATED DECEMBER 23, 2009:**

Robert Bacon  
Robert Bacon, Trustee  
Date: 6-11-2020

Janet Bacon  
Janet Bacon, Trustee  
Date: 6-11-2020

**City of Monroe**

Ron Sharp  
Ron Sharp, Right-of-Way Consultant  
Date: 6-11, 2020

Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 20\_\_

Copy of invoice attached

copy

# American Home Appraisals Residential Appraisals

Case Number:  
File Number: 19-3615\_DC

\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: 19-3615\_DC

07/18/2019

Robert Bacon

14311 Kenwanda Drive  
Snohomish, WA 98296

Borrower: Robert Bacon

Invoice #: 19-3615

Order Date: 06/24/2019

Reference/Case#:

PO Number: 0

138XX Chain Lake Road  
Monroe, WA

Land Appraisal \$700.00  
drainage Pond  
Trace 999

Paid check #4293

Invoice Total: \$700.00

State Sales Tax @

Deposit

Deposit (\$700.00)

\$0.00

Amount Due

\$0.00

Terms: Net due Upon Receipt

Please make Check Payable To:  
American Home Appraisals  
7433 SE 27th Street  
Mercer Island, WA 98040

Fed. I.D. #: 91-1456771

PAID 6/26/19  
\$2,100.00 FOR 3 PARCELS  
CK#4293

7433 SE 27th Street, Mercer Island, WA 98040 206-236-3037

American Home Appraisals  
Residential Appraisals

Case Number:  
File Number: 19-3613 DC

\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: 19-3613\_DC

07/08/2019

Robert Bacon

14311 Kenwanda Drive  
Snohomish, WA 98296

Borrower: Robert Bacon

Invoice #: 19-3613  
Order Date: 06/24/2019

Reference/Case#: 0  
PO Number: 0

13860 Chain Lake Road  
Monroe, WA

Appraisal of Land Parcels  
#280731-002-047 ( Hse add 13860 \$700.00  
#280731-002-044- (Hse add (13884 \$700.00  
in one report  
Paid Check #4293

Invoice Total: \$1,400.00  
State Sales Tax @  
Deposit (\$1,400.00)  
Deposit \$0.00  
Amount Due \$0.00

Terms: Net due Upon Receipt

Please make Check Payable To:  
American Home Appraisals  
7433 SE 27th Street  
Mercer Island, WA 98040

Fed. I.D. #: 91-1456771

7433 SE 27th Street, Mercer Island, WA 98040 206-236-3037

/ To: Ron Sharp

**ADAMS & DUNCAN, INC., P.S.**

A PROFESSIONAL SERVICE CORPORATION  
LAWYERS  
3128 COLBY AVENUE  
EVERETT, WASHINGTON 98201  
Telephone: (425) 339-8556  
Fax: (425) 339-2353  
http://www.adamslawyers.com

Bob Bacon  
2166 S. Javelina Avenue  
Yuma, AZ 85364

May 4, 2020  
Page 1  
7723-1-DML

Please return the top portion of this statement with your payment.

**Professional services:**

		<u>Hrs/Rate</u>	<u>Amount</u>
4/14/2020	JG Review/organize property and easement documents received from client for attorney review; scan and save same; email to DML forwarding docs.	0.70 \$125.00/hr	\$87.50
4/17/2020	DML Telephone call from client to discuss eminent domain easement offer; Review easement, deeds, and memorandum of understanding in advance of phone call	2.20 \$275.00/hr	\$605.00
4/20/2020	JG Open File - Timeslips	0.10 \$125.00/hr	NO CHARGE
For professional services rendered		3.00	\$692.50
<b>Balance due:</b>			<b>\$692.50</b>

PAID 5-18-2020 CK# 4392 BB

This statement is due and payable upon receipt. If it is not paid within 30 days after the statement date, the unpaid balance shall bear interest at the rate of 1% per month.

**ADAMS & DUNCAN, INC., P.S.**  
LAWYERS

Payments received after the statement date will appear on your next statement.

After recording return to:  
City Clerk  
City of Monroe  
806 W. Main Street  
Monroe, WA 98272

**STATUTORY WARRANTY DEED**

*Grantors: Robert B. Bacon and Janet B. Bacon, Trustees of the Revocable Living Trust of Robert B. Bacon and Janet B. Bacon dated December 23, 2009*

*Grantee: City of Monroe*

*Abbreviated Legal: Ptn SE Qtr NW Qtr Sec 31 -28 N -7 E, WM Snohomish County*

*Tax Parcel No.: Tract 999*

*Project Parcel No.: 20*

*City of Monroe, Chain Lake Road Phase 2A*

The Grantors, ROBERT B. BACON AND JANET B. BACON, TRUSTEES OF THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON DATED DECEMBER 23, 2009, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby convey and warrant to The Grantee, CITY OF MONROE, a municipal corporation of the State of Washington, and its assigns, for the use of the public, the following described real estate situated in Snohomish County, Washington, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, together with any after acquired title therein, to wit:

**PER EXHIBIT A and AS DEPICTED IN EXHIBIT B ATTACHED  
HERETO and MADE A PART HEREOF BY REFERENCE**

It is understood and agreed that delivery of this Deed is hereby tendered and that the terms and obligations hereof shall not become binding upon City of Monroe unless and until accepted and approved hereon in writing for the City of Monroe.

The Grantors hereby requests the Assessor-Treasurer of said County to set-over to the remainder the lien of all unpaid taxes, if any, affecting the real property hereby conveyed, as provided by RCW 84.60.070.

**Revocable Living Trust of Robert B. Bacon and Janet B. Bacon dated December 23, 2009:**

  
\_\_\_\_\_  
Robert B. Bacon, Trustee

  
\_\_\_\_\_  
Janet B. Bacon, Trustee

Date: 6-11-, 2020

Date: 6-11-, 2020

STATUTORY WARRANTY DEED

STATE OF WASHINGTON )  
 : ss  
County of SNOHOMISH )

On this 11<sup>th</sup> day of June 20 20, before me personally appeared Robert B. Bacon and Janet B. Bacon, as Trustees of the Revocable Living Trust of Robert B. Bacon and Janet B. Bacon dated December 23, 2009, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

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



Row V. Sharp  
Notary Public in and for the State of  
Washington, residing at Mukilteo  
My commission expires 3-9-23

Accepted by City of Monroe

Approved as to form:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: City Attorney  
Date: \_\_\_\_\_

EXHIBIT A

Parcel 20

Parcel No. 20: Tract 999

Tract 999, CITY OF MONROE SHORT PLAT NO. SP 200306 RECORDED UNDER RECORDING NO. 200411085084, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

RIGHT OF WAY – PARCEL 20

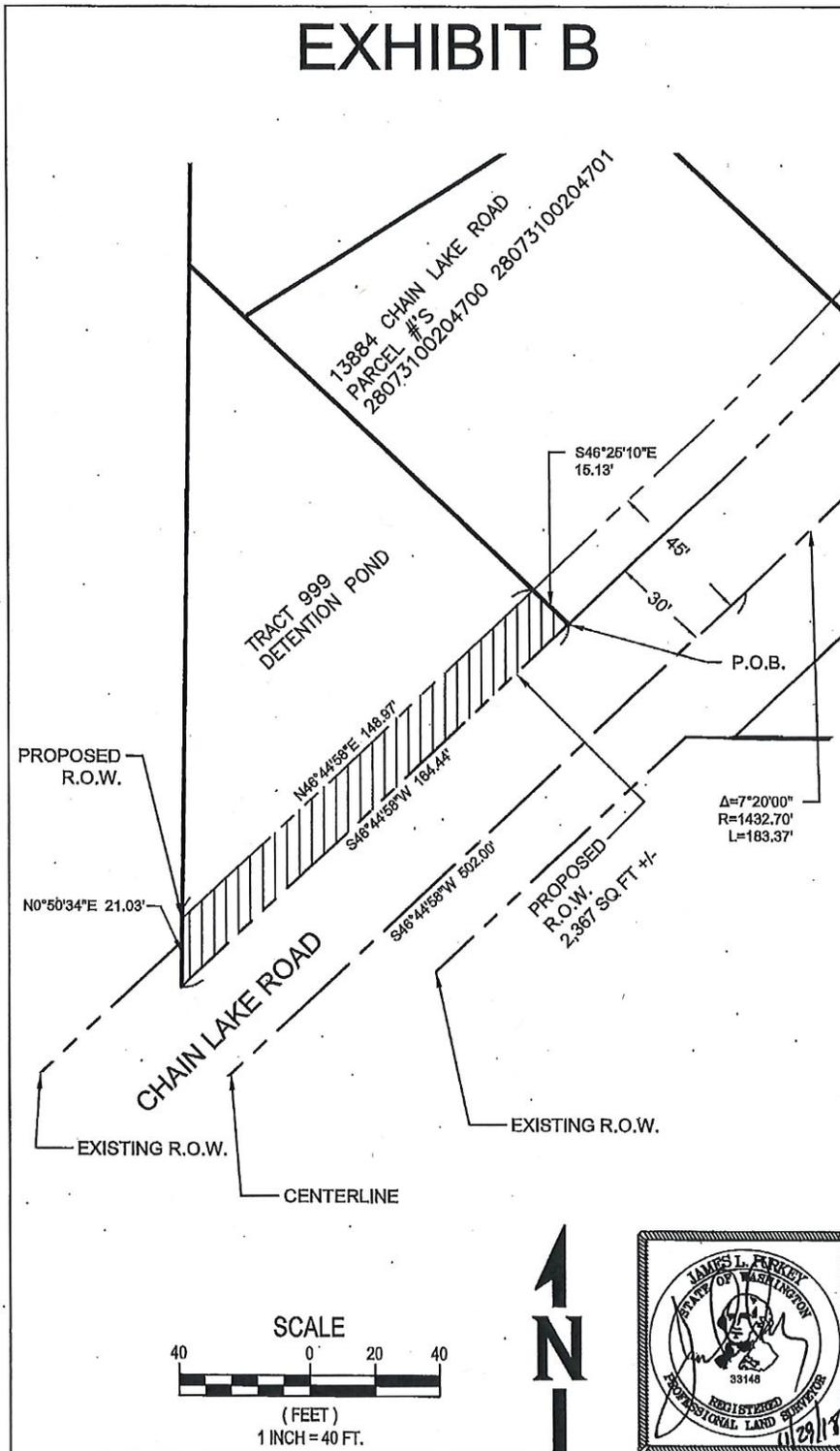
A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL ALONG THE EXISTING RIGHT OF WAY OF THE ABOVE DESCRIBED PROPERTY; THENCE SOUTH 46° 44' 58" WEST ALONG THE OLD RIGHT OF WAY OF CHAIN LAKE ROAD, A DISTANCE OF 164.44 FEET MORE OR LESS TO THE MOST SOUTHERLY CORNER OF SAID PARCEL; THENCE NORTH 00° 50' 34" EAST ALONG THE WESTERLY LINE OF SAID PARCEL, A DISTANCE OF 21.03 FEET; THENCE NORTH 46° 44' 58" EAST, A DISTANCE OF 148.97 FEET MORE OF LESS TO THE NORTHERLY LINE OF SAID PARCEL; THENCE SOUTH 46° 25' 10" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 15.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,367 SQUARE FEET +/-



# EXHIBIT B



Page 4 of 4	EXHIBIT B R.O.W. CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO		SHEET INFO		<b>WHPacific</b> 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011
		P0021317W	EXHIBIT B	DRAWN TJAJ	CHECKED JAP	
		1"=40'		LAST EDIT 8/7/2018	PLLOT DATE 8/7/2018	

**TEMPORARY CONSTRUCTION EASEMENT**

Grantors: Bacon, Robert B. & Janet B., Trustees of The Revocable Living Trust of Robert B. Bacon and Janet B. Bacon, dated December 23, 2009.  
Grantee: City of Monroe  
Abbreviated Legal: Ptn SE Qtr NW Qtr Sec 31 -28 -7 E, WM Snohomish County  
Tax Parcel No.: Tract 999  
City of Monroe / Chain Lake Road Phase 2a Project  
Project Parcel #20

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**AS DEPICTED IN EXHIBIT A ATTACHED HERETO  
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TEMPORARY CONSTRUCTION EASEMENT

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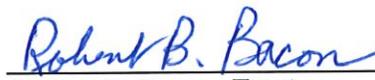
5) Term of Easement. The term of this Easement is 12 months (the "Term"). The Term shall remain in force until **no later September 30, 2020**, or until completion of construction and restoration of the property, whichever occurs first. Grantee shall provide fourteen (14) days written notice to the Grantor prior to commencement of construction. This Easement may be extended by mutual written consent of the Grantor and Grantee.

6) Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. The Easement granted hereby, and the duties, restrictions, limitations and obligations herein created, shall run with the land, shall burden the Easement Area and shall be binding upon and the Grantors and its respective successors, assigns, mortgagees and sublessees and each and every person who shall at any time have a fee, leasehold, mortgage or other interest in any part of the Easement Area.

7) Notification. Should the undersigned owners (Grantors), sell the property described herein, Grantors shall promptly disclose and notify the buyer of this agreement.

**THE REVOCABLE LIVING TRUST OF ROBERT B. BACON AND JANET B. BACON  
DATED DECEMBER 23, 2009:**

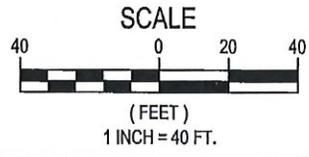
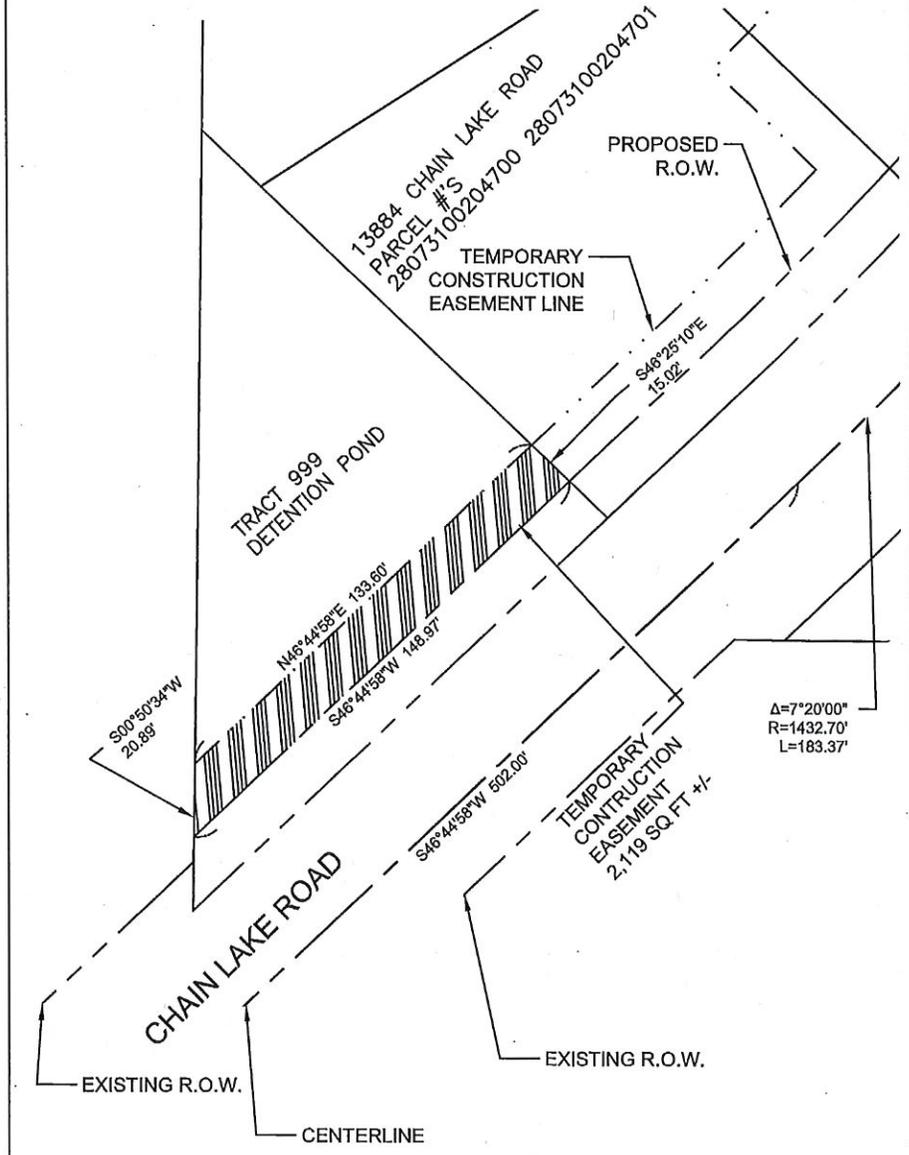
  
Janet B. Bacon, Trustee

  
Robert B. Bacon, Trustee



# EXHIBIT A

## PARCEL 20



4 of 4	<b>EXHIBIT A</b>	DRAWING INFO	SHEET INFO	<b>WHPacific</b> 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011
	TEMP. CONST. EASEMENT	P0021317W	DRAWN TAJ	
	CITY OF MONROE	EXHIBIT B	CHECKED JLP	
	CHAIN LK RD PH2A CIV/STRUC DES	1"=40'	LAST EDIT 12/3/2018 PLOT DATE 12/3/2018	



VICINITY MAP