



MONROE CITY COUNCIL

Agenda Bill No. 20-076

SUBJECT:	Approve Purchase and Authorize the Mayor to Sign Right-of-Way Deed, Easements, and Associated Documentation of Parcel 17, for Chain Lake Road Phase 2a (Non-Motorized Pedestrian Path)
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
6/9/2020	Design & Construction	Jim Gardner	Scott Peterson	Consent Agenda Item #8

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

- Attachments:**
1. Parcel 17, Burch (formerly Seattle Asbestos), Six (6) documents as follows: Right-of-Way Dedication Deed, Slope Easement, Temporary Construction Easement, Two (2) Real Estate Excise Tax Affidavits, and Real Property Voucher.
 2. Vicinity Map

REQUESTED ACTION: Move to approve the purchase of Parcel 17; 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 Parcel 17. This parcel was previously approved for purchase as the Seattle Asbestos property, however the property changed hands before the purchase could be finalized. The new owners have requested an additional \$2,000 and staff feels this request is reasonable.

Fourteen other properties (Parcels 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, and 16) were previously authorized for purchase. The remaining 4 parcels are still being negotiated.

ROW Status:

<u>Parcel</u>	<u>Status</u>
Parcel 1	No Purchase - 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	Under negotiation
Parcel 13	Purchase Completed
Parcel 14	Purchase Completed
Parcel 15	Purchase Completed
Parcel 16	Purchase Completed
Parcel 17	Authorization this Agenda Bill
Parcel 18	Under negotiation
Parcel 19	Under negotiation
Parcel 20	Under negotiation

FISCAL IMPACTS

Parcel 17 partial acquisition is for \$73,400. 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	\$ 564,087	\$ -	\$ 569,631
2021	\$ -	\$ -	\$ 2,286,100	\$ 2,286,100
Less Grants	\$ (96,534)	\$ (488,725)	\$ (1,845,692)	\$ (2,430,951)
Net 318 Expense	\$ 196,631	\$ 453,269	\$ 440,408	\$ 1,090,308

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.

REAL ESTATE EXCISE TAX AFFIDAVIT

PLEASE TYPE OR PRINT

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

(See back of last page for instructions)

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

SELLER GRANTOR	1 Name <u>John & Shelley Burch, as husband and wife</u>	BUYER GRANTEE	2 Name <u>City of Monroe, a Washington municipal corporation</u>
	Mailing Address <u>P.O. Box 267</u>		Mailing Address <u>806 West Main Street</u>
	City/State/Zip <u>Twisp, WA 267</u>		City/State/Zip <u>Monroe, WA 98272</u>
	Phone No. (including area code) _____		Phone No. (including area code) <u>(360) 794-7400</u>
3 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 _____	PTN of 280731-002-029-00 <input type="checkbox"/>	\$552,400	
Mailing Address _____	<u>Tax Code Area: 00530</u> <input type="checkbox"/>		
City/State/Zip _____	<input type="checkbox"/>		
Phone No. (including area code) _____	<input type="checkbox"/>		

4 Street address of property: 13802 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: 111 Single Fam. Res.
(See back of last page for instructions)

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

6

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) 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 ROW Dedication Deed

Date of Document _____

Gross Selling Price \$	54,645.00
*Personal Property (deduct) \$	
Exemption Claimed (deduct) \$	
Taxable Selling Price \$	54,645.00
Excise Tax : State \$	699.46
0.0050 Local \$	273.23
*Delinquent Interest: State \$	
Local \$	
*Delinquent Penalty \$	
Subtotal \$	972.69
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	5.00
Total Due \$	982.69

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 John Burch

Name (print) John Burch

Date & city of signing: April 29, 2020

Signature of Grantee or Grantee's Agent _____

Name (print) _____

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 17

Tax Account No.: 28073100202900

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE SOUTH $00^{\circ}57'33''$ ALONG WEST LINE OF SAID SUBDIVISION A DISTANCE OF 450 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH $87^{\circ}51'40''$ EAST 543.12 FEET TO A POINT ON WEST LINE OF COUNTY ROAD; THENCE SOUTHWESTERLY ALONG SAID WEST LINE A DISTANCE OF 406.10 FEET TO A POINT 388.88 FEET AS MEASURED ALONG THE COUNTY ROAD FROM THE WEST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTHWESTERLY TO POINT OF BEGINNING.

(ALSO KNOWN AS LOT 1, SNOHOMISH COUNTY SHORT PLAT 303(6-78), RECORDED UNDER RECORDING NUMBER 7809080289, IN SNOHOMISH COUNTY, WASHINGTON).

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RIGHT OF WAY

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 $54^{\circ}24'18''$ WEST, HAVING A RADIUS OF 553.70 FEET AND A CENTRAL ANGLE OF $03^{\circ}49'16''$, AN ARC DISTANCE OF 36.93 FEET; THENCE SOUTH $39^{\circ}24'58''$ WEST, A DISTANCE OF 410.55 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH $35^{\circ}14'29''$ WEST ALONG SAID SOUTH LINE, A DISTANCE OF 26.04 FEET; THENCE NORTH $39^{\circ}24'58''$ EAST, A DISTANCE OF 402.95 FEET TO A TANGENT CURVE TO THE LEFT, THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 529.00 FEET AND A CENTRAL ANGLE OF $02^{\circ}11'56''$, AN ARC DISTANCE OF 20.30 FEET MORE OR LESS TO THE NORTH LINE OF SAID PARCEL; THENCE SOUTH $86^{\circ}06'05''$ EAST ALONG SAID NORTH LINE, A DISTANCE OF 29.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,929 SQUARE FEET +/-



**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 - NA

Grantors (Last, First and Middle Initial)

John Burch

Shelley Burch

Grantee (Last, First and Middle Initial)

City of Monroe

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

Lot 1, SP No. 303(6-78), Rec. September 08, 1978, SNOHOMISH County Recording No. 7809080289, being a portion of Sec 31 Twp 28N Rge 7E SE 1/4 NW 1/4

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

280731-002-029-00

RIGHT-OF-WAY DEDICATION DEED

The Grantors, JOHN BURCH and SHELLEY BURCH, as husband and wife, 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, a public right-of-way 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, 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 29 day of April, 2020.

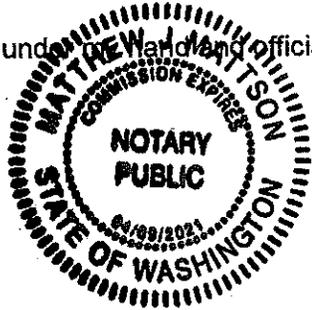
By: John Burch
JOHN BURCH

By: Shelley Burch
SHELLEY BURCH

STATE OF WASHINGTON)
) ss
COUNTY OF Snohomish)

On this 29th day of APRIL, 2020 before me personally appeared John Burch & Shelley Burch to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



[Signature]
Name: MATTHEW MATTSON
Notary Public in and for the State of Washington,
residing at KENMORE, WA
My commission expires 04-09-21

ACCEPTED this _____ day of _____, 2020.

CITY OF MONROE

By: _____

ATTEST/AUTHENTICATED:

Elizabeth Smoot, City Clerk

APPROVED AS TO FORM:

J. Zachary Lell, City Attorney

EXHIBIT A

Parcel 17

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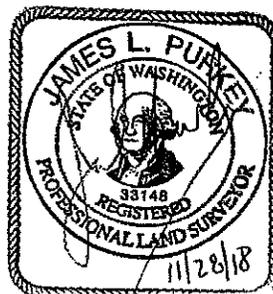
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

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CONTAINING 10,929 SQUARE FEET +/-



AFTER RECORDING MAIL TO:

City of Monroe
806 West Main Street
Monroe, WA 98272

SLOPE EASEMENT

Grantors: John Burch & Shelley Burch

Grantee: City of Monroe

*Abbreviated Legal: Lot 1, SP No. 303(6-78), Rec. September 08, 1978, SNOHOMISH
County Recording No. 7809080289, being a portion of Sec 31 Twp 28N Rge 7E SE ¼
NW 1/4*

Tax Parcel No.: 280731-002-029-00

City of Monroe / Chain Lake Road Phase 2a Project

Project Parcel #17

THE GRANTORS, John Burch and Shelley Burch, as husband and wife, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby grants and conveys 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 4,187 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.

EXHIBIT A

Parcel 17

Tax Account No.: 28073100202900

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 00°57'33" ALONG WEST LINE OF SAID SUBDIVISION A DISTANCE OF 450 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 87°51'40" EAST 543.12 FEET TO A POINT ON WEST LINE OF COUNTY ROAD; THENCE SOUTHWESTERLY ALONG SAID WEST LINE A DISTANCE OF 406.10 FEET TO A POINT 388.88 FEET AS MEASURED ALONG THE COUNTY ROAD FROM THE WEST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTHWESTERLY TO POINT OF BEGINNING.

(ALSO KNOWN AS LOT 1, SNOHOMISH COUNTY SHORT PLAT 303(6-78), RECORDED UNDER RECORDING NUMBER 7809080289, IN SNOHOMISH COUNTY, WASHINGTON).

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SLOPE EASEMENT

A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SAID PARCEL; THENCE NORTH 86° 06' 05" WEST ALONG THE NORTH LINE OF SAID PARCEL, DISTANCE OF 29.81 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT WHICH BEARS NORTH 52° 46' 58" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 529.00 FEET AND A CENTRAL ANGLE OF 02° 11' 56", AN ARC DISTANCE OF 20.30 FEET; THENCE SOUTH 39° 24' 58" WEST, A DISTANCE OF 402.95 FEET MORE OR LESS TO THE SOUTHERLY LINE OF SAID PARCEL; THENCE NORTH 35° 14' 29" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 10.38 FEET; THENCE NORTH 39° 24' 58" EAST, A DISTANCE OF 400.21 FEET TO A TANGENT CURVE TO THE LEFT, THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 519.00 FEET AND A CENTRAL ANGLE OF 01° 28' 11", AN ARC DISTANCE OF 13.31 FEET MORE OF LESS TO THE NORTH LINE OF SAID PARCEL; THENCE SOUTH 86° 06' 05" EAST ALONG SAID NORTH LINE, A DISTANCE OF 12.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,187 SQUARE FEET +/-



EXHIBIT B

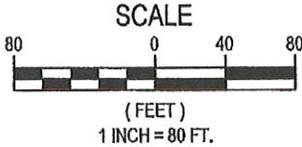
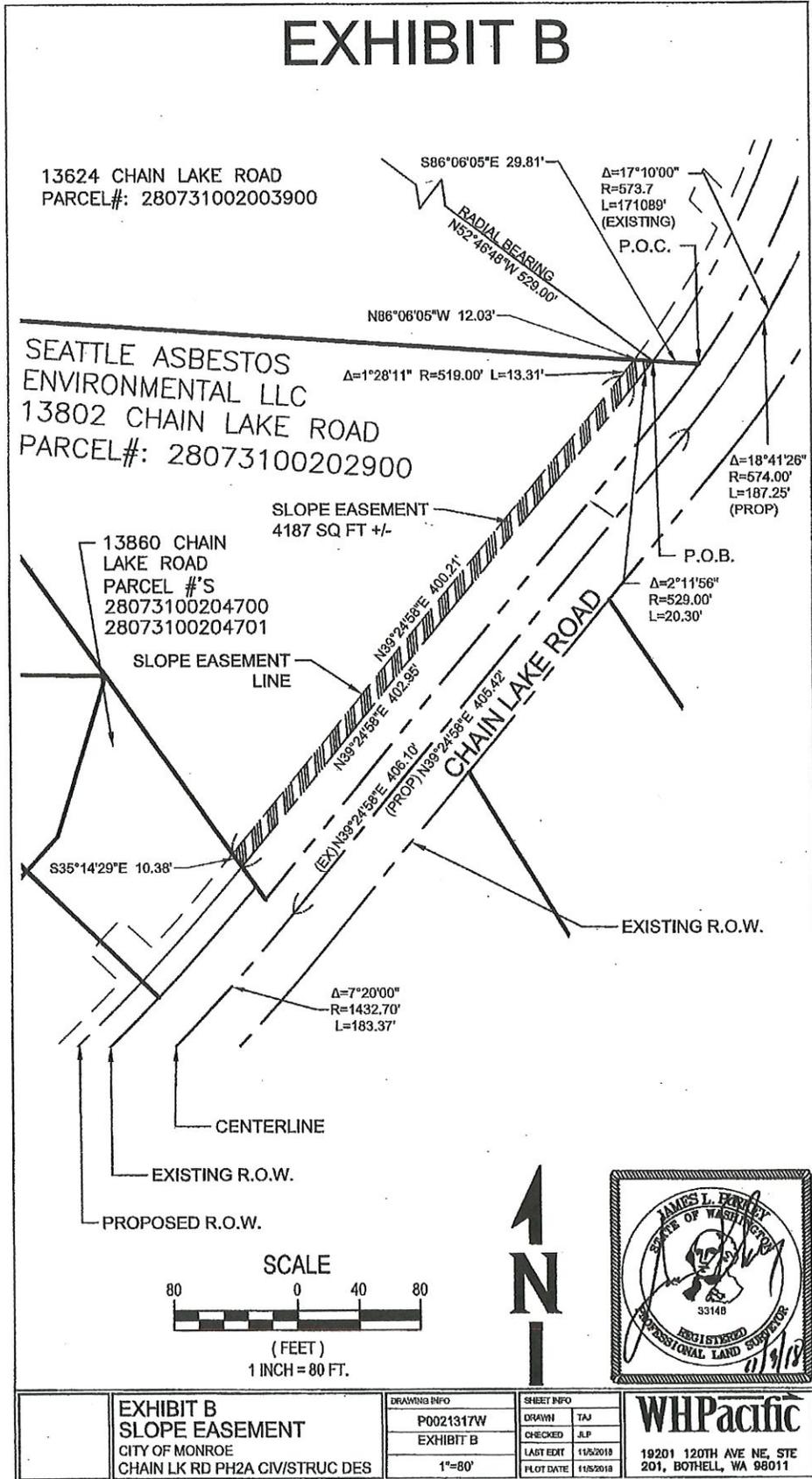


EXHIBIT B SLOPE EASEMENT CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO		SHEET INFO		 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011
	P0021317W		DRAWN	TAJ	
	EXHIBIT B		CHECKED	JLP	
	1"=80'		LAST EDIT	11/5/2018	
			FLOT DATE	11/5/2018	

TEMPORARY CONSTRUCTION EASEMENT

Grantor: John Burch & Shelley Burch

Grantee: City of Monroe

Abbreviated Legal: Lot 1, SP No. 303(6-78), Rec. September 08, 1978, SNOHOMISH County Recording No. 7809080289, being a portion of Sec 31 Twp 28N Rge 7E SE Qtr NW Qtr

Tax Parcel No.: 280731-002-029-00

City of Monroe / Chain Lake Road Phase 2a Project
Project Parcel #17

THIS INSTRUMENT is made this 29th day of April, 2020, by and between John Burch and Shelley Burch, as husband and wife, 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 described 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:

AS DEPICTED IN 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

TEMPORARY CONSTRUCTION EASEMENT

does hereby agree to indemnify and hold harmless the Grantor 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 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

Accepted by the City of Monroe

By: _____
Printed Name: _____
Title: _____
Date: _____

Approved as to form:

By: _____
Printed Name: _____
Title: City Attorney
Date: _____

EXHIBIT A

PARCEL 17

13624 CHAIN LAKE ROAD
 PARCEL#: 280731002003900

SEATTLE ASBESTOS
 ENVIRONMENTAL LLC
 13802 CHAIN LAKE ROAD
 TAX PARCEL#: 28073100202900

13860 CHAIN LAKE ROAD
 PARCEL #'S 28073100204700
 28073100204701

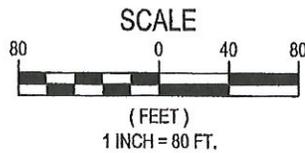
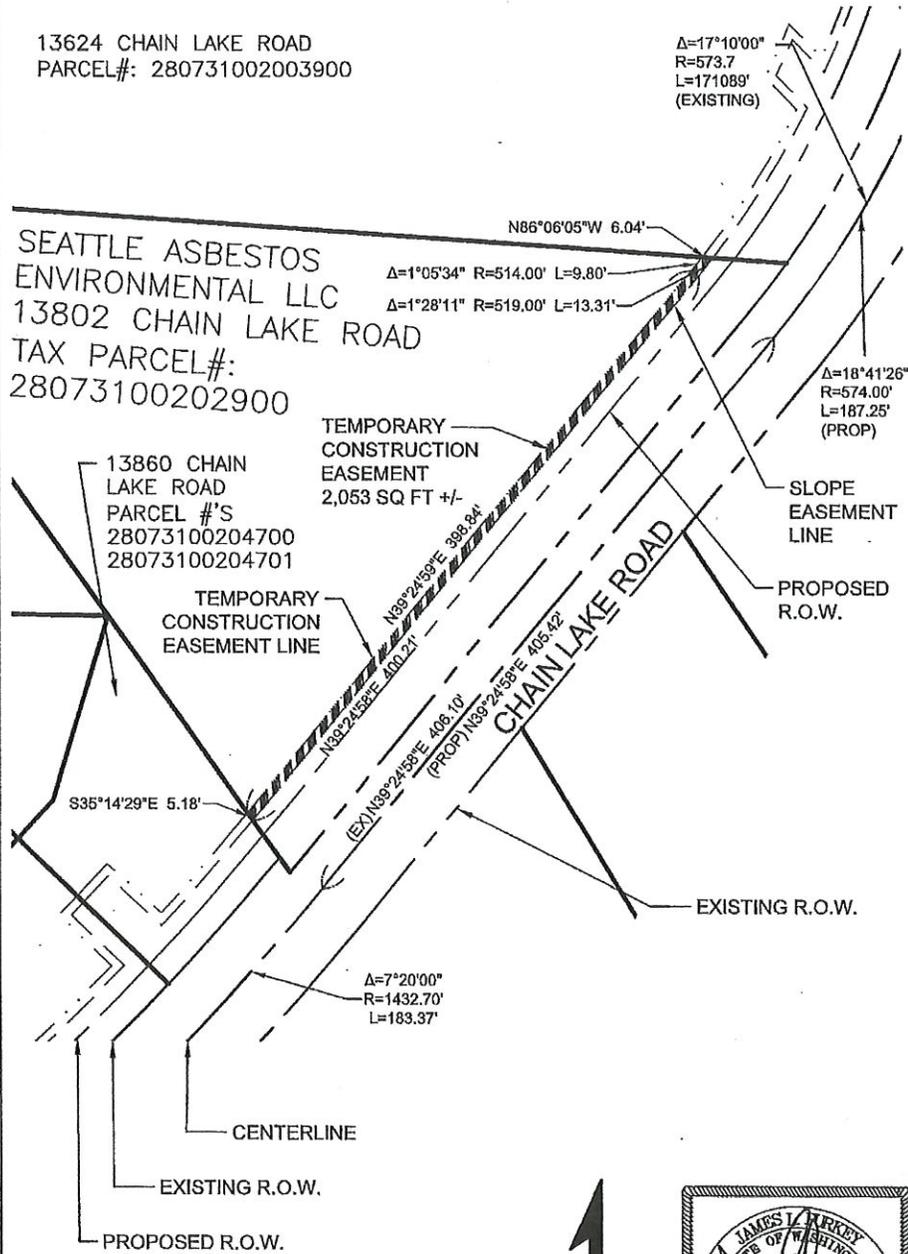


EXHIBIT A TEMP. CONST. EASEMENT CITY OF MONROE CHAIN LK RD PH2A CIV/STRUC DES	DRAWING INFO	SHEET INFO	WHPacific 19201 120TH AVE NE, STE 201, BOTHELL, WA 98011
	P0021317W	DRAWN TAJ	
	EXHIBIT A	CHECKED JLP	
1"=80'	LAST EDIT 12/10/2018	PLLOT DATE 12/10/2018	

REAL ESTATE EXCISE TAX AFFIDAVIT

PLEASE TYPE OR PRINT

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

(See back of last page for instructions)

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

1 SELLER GRANTOR	Name <u>John & Shelly Burch, as husband and wife</u>	2 BUYER GRANTEE	Name <u>City of Monroe, a Washington municipal corporation</u>
	Mailing Address <u>P.O. Box 267</u>		Mailing Address <u>806 West Main Street</u>
	City/State/Zip <u>Twisp, WA 98856</u>		City/State/Zip <u>Monroe, WA 98272</u>
	Phone No. (including area code) _____		Phone No. (including area code) <u>(360) 794-7400</u>
3	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 _____	_____	PTN of 280731-002-029-00 <input type="checkbox"/>	List assessed value(s) <u>\$552,400</u>
Mailing Address _____	_____	<u>Tax Code Area: 00530</u> <input type="checkbox"/>	_____
City/State/Zip _____	_____	_____ <input type="checkbox"/>	_____
Phone No. (including area code) _____	_____	_____ <input type="checkbox"/>	_____

4 Street address of property: 13802 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: 111 Single Fam. Res
(See back of last page for instructions)

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

6

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) 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 _____

Gross Selling Price \$	5,234.00
*Personal Property (deduct) \$	
Exemption Claimed (deduct) \$	
Taxable Selling Price \$	5,234.00
Excise Tax : State \$	67.00
0.0050 Local \$	26.17
*Delinquent Interest: State \$	
Local \$	
*Delinquent Penalty \$	
Subtotal \$	93.17
*State Technology Fee \$	5.00
*Affidavit Processing Fee \$	5.00
Total Due \$	103.17

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 John Burch Signature of Grantee or Grantee's Agent _____

Name (print) John Burch Name (print) _____

Date & city of signing: April 29, 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 17

Tax Account No.: 28073100202900

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE SOUTH $00^{\circ}57'33''$ ALONG WEST LINE OF SAID SUBDIVISION A DISTANCE OF 450 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH $87^{\circ}51'40''$ EAST 543.12 FEET TO A POINT ON WEST LINE OF COUNTY ROAD; THENCE SOUTHWESTERLY ALONG SAID WEST LINE A DISTANCE OF 406.10 FEET TO A POINT 388.88 FEET AS MEASURED ALONG THE COUNTY ROAD FROM THE WEST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTHWESTERLY TO POINT OF BEGINNING.

(ALSO KNOWN AS LOT 1, SNOHOMISH COUNTY SHORT PLAT 303(6-78), RECORDED UNDER RECORDING NUMBER 7809080289, IN SNOHOMISH COUNTY, WASHINGTON).

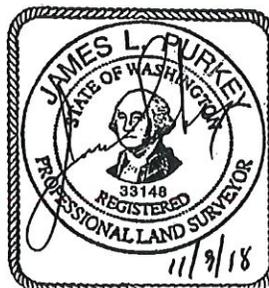
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SLOPE EASEMENT

A PORTION OF THE ABOVE PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SAID PARCEL; THENCE NORTH $86^{\circ} 06' 05''$ WEST ALONG THE NORTH LINE OF SAID PARCEL, DISTANCE OF 29.81 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS POINT WHICH BEARS NORTH $52^{\circ} 46' 58''$ WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 529.00 FEET AND A CENTRAL ANGLE OF $02^{\circ} 11' 56''$, AN ARC DISTANCE OF 20.30 FEET; THENCE SOUTH $39^{\circ} 24' 58''$ WEST, A DISTANCE OF 402.95 FEET MORE OR LESS TO THE SOUTHERLY LINE OF SAID PARCEL; THENCE NORTH $35^{\circ} 14' 29''$ WEST ALONG SAID SOUTH LINE, A DISTANCE OF 10.38 FEET; THENCE NORTH $39^{\circ} 24' 58''$ EAST, A DISTANCE OF 400.21 FEET TO A TANGENT CURVE TO THE LEFT, THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 519.00 FEET AND A CENTRAL ANGLE OF $01^{\circ} 28' 11''$, AN ARC DISTANCE OF 13.31 FEET MORE OF LESS TO THE NORTH LINE OF SAID PARCEL; THENCE SOUTH $86^{\circ} 06' 05''$ EAST ALONG SAID NORTH LINE, A DISTANCE OF 12.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,187 SQUARE FEET +/-



City of Monroe
806 West Main Street
Monroe, WA 98272

Claimants

John Burch
Shelly Burch
P.O. Box 267
Twisp, WA 98856

Site Address: 13802 Chain Lake Road, Monroe, WA

City of Monroe – Chain Lake Road Phase 2a Project
Project Parcel No. 17

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 _____.

ROW Dedication: 10,929 SF (m/l)	SAVED AMOUNT →	\$4,645.00 \$54,645.00	JB
Lands Conveyed Easement: Slope 4,187 SF (m/l)		\$5,234.00	SB
Temporary Construction Easement 2,053 SF (m/l)		\$1,027.00	
Improvements: Asphalt driveway / Trees / Lawn		\$10,500.00	
Administrative Settlement		\$2,000.00	
Total (Rounded)		\$73,400.00	

I have agreed to the compensation listed above as the full and final payment for the loss of our asphalt driveway, ornamental trees, 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.

By: John Burch
John Burch

By: Shelly Burch
Shelly Burch

Date: April 29th, 2020

Date: April 29, 2020

CWhelpley

Cyndi Whelpley, SR/WA, Right-of-Way
Consultant

Date: 05-11-2020

Place Signed: Edmonds, WA

City of Monroe

Printed Name: _____

Its: _____

Date: _____

Place Signed: _____



VICINITY MAP