

**CITY OF EDMONDS AND PORT OF EDMONDS
AGREEMENT REGARDING JOINTLY OWNED PARKING LOT**

This Agreement Regarding Jointly Owned Parking Lot ("Agreement") is made effective this 28th day of October 2022 between the City of Edmonds, Washington, hereinafter referred to as the "City," and the Port of Edmonds, Washington, hereinafter referred to as the "Port," and collectively referred to as the "Parties."

WHEREAS, the City and the Port entered into an agreement with the State of Washington on February 1, 1977, for the development of a fishing pier at the foot of Dayton Street in Edmonds; and

WHEREAS, because the State was unable to participate in the acquisition of the property referred to in paragraph 13(b) of the agreement of February 1, 1977, the City and the Port entered into a subsequent Agreement for Parking, dated July 21, 1978, to acquire that property to establish a parking lot for the fishing pier; and

WHEREAS, the City and the Port entered into a subsequent Amendment to Agreement for Parking, dated February 4, 1982 ("Amendment"), a copy of which is attached hereto as **Attachment A** and incorporated herein by this reference, which superseded and rescinded the prior Agreement for Parking; and

WHEREAS, the Parties acknowledged in the Amendment that each had paid one-half (1/2) the cost of the acquisition and development of the subject property, the parking lot described in Exhibit A to the Amendment (the "Property"), and each is the owner of an undivided one-half (1/2) interest in the Property; and

WHEREAS, the City and the Port have previously executed and recorded two Utility Easement agreements relating to sewer and stormwater utilities and their associated equipment and appurtenances that were installed on the Property, dated April 27, 2011 and June 3, 2019, copies of which are attached hereto as **Attachment B** and incorporated herein by this reference; and

WHEREAS, the City proposed a third Utility Easement for the installation of a tsunami warning siren and appurtenances on the Property; and

WHEREAS, because the Parties each hold an undivided one-half interest in the Property, it was determined that utility easements for these utilities are not the appropriate mechanism for recording the agreement between the Parties relating to those utilities; and

WHEREAS, the City wishes to document the existence of these utilities on the Property and to provide for their continuation and the recording of appropriate easements relating thereto in the event ownership of the Property is transferred to a third party; and

WHEREAS, the Port consents to such documentation in the form of this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions herein stated, the City and the Port agree as follows:

1. Utilities on Jointly Owned Parking Lot Property.

A. The Parties acknowledge that the sewer and stormwater utilities described and depicted in the two documents entitled "Utility Easement" in **Attachment B** have been installed on the Property as mutually agreed by the Parties.

B. The Parties acknowledge that a third utility, a tsunami warning siren and necessary appurtenances, has been installed on the Property as described and depicted in **Attachment C**, attached hereto and incorporated herein by this reference, as mutually agreed by the Parties.

C. The Parties agree that they intend that the three (3) currently installed utilities and any and all future utilities that are installed by the City on the Property with the advance, written consent of the Port, which will not be unreasonably withheld, (collectively, the "Utilities") will be covered by this Agreement.

2. Agreements Regarding Utilities / Indemnification.

A. The Parties agree that the City is responsible, at its sole expense, for the maintenance, repair, replacement, removal, relocation, and reconstruction of the Utilities and their associated equipment and appurtenances.

B. The City agrees to indemnify, defend and hold the Port harmless from any and all liability or damage incurred or arising directly from the City's use, maintenance, repair, replacement, removal, relocation, and reconstruction of and access to the Utilities, except for those arising from any of the Port's acts, omissions or negligence.

C. The Port agrees not to construct any permanent structure over, upon, or within the "easement areas" described and depicted in **Attachments B and C** or within the easement areas of any future utility easements, except with the advance, written consent of the City, which will not be unreasonably withheld.

3. Transfer of the Property / Notice to Future Property Owners.

The Parties agree that, in the event of any transfer of ownership interest in the Property to a third party, the City intends to retain utility easements for all Utilities then currently in place on the Property, which will be encumbrances on the title to the Property in perpetuity. All provisions, covenants, obligations, and agreements contained herein will be binding upon and will inure to the benefit of each of the Parties and their respective heirs, executors, administrators, successors, assigns, devisees, representatives, lessees, and all other persons acquiring any interest in the Property or any portion thereof whether by operation of law or any manner whatsoever (collectively "Successors") and will operate as covenants running with the land. It is expressly agreed that the provisions, covenants, obligations, and agreements contained herein are for the benefit of and are a burden upon the undivided interests in the Property of each of the Parties; run with the undivided interest in the Property of each of the Parties; and benefit and are binding upon each Successor owner.

Every person or entity who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property is and will be conclusively deemed to have consented and agreed to the provisions, covenants, obligations, and agreements contained herein, whether or not such person or entity expressly assumes such obligations or whether or not any reference to this Agreement is contained in the instrument conveying such interest in the Property to such person or entity. The Parties intend that this Agreement be recorded with the Snohomish County Auditor as notice to future owners of the Property of the City's intent to retain easements for the Utilities.

4. Governing Law/Venue.

The validity, meaning, and effect of this Agreement will be determined in accordance with the laws of the State of Washington. In the event any legal proceeding is initiated involving this Agreement, it will be brought in Snohomish County Superior Court.

5. No Third-Party Rights.

Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person, other than the Parties and their respective employees, officers, and representatives.

6. Indemnification/Hold Harmless.

To the extent authorized by law, the Parties will each indemnify and hold the other, including its officers, employees, and representatives, harmless from and will process and defend at its own expense all claims, demands, loss, costs or suits at law or equity arising in whole or in part from that party's negligence or breach of any of its obligations under this Agreement; provided that nothing herein will require either party to indemnify the other party against and hold harmless the other party from claims, demands, loss, costs or suits at law or equity based solely upon the conduct of the other

party, its officers, employees, and representatives; and provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the City, its officers, employees, or representatives; and (b) the Port, its officers, employees, or representatives, this indemnity provision with respect to: (1) claims or suits based upon such negligence; and (2) the costs to any party of defending such claims and suits, will be valid and enforceable only to the extent of that party's negligence or the negligence of that party's officers, employees, or representatives. Nothing in this section is intended to alter or the limit the provisions of Section 2.b., above. The provisions of this section will survive the expiration or termination of this Agreement.

7. Term of Agreement.

The Parties intend that this Agreement will commence on the effective date set forth above and will continue in perpetuity.

8. Notice.

Any notice to be given or any documents to be delivered by either party to the other party herein will be mailed by certified post and addressed to the City of Edmonds or the Port of Edmonds at the following addresses:

City of Edmonds
City Engineer
121 5th Avenue
Edmonds, WA 98020
425-771-0220

Port of Edmonds
Executive Director
336 Admiral Way
Edmonds, WA 98020
(425) 775-4588

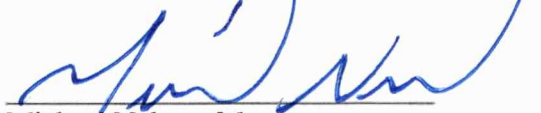
Either party may, with written notice to the other, designate a different contact name, address and/or telephone number.

9. Miscellaneous. The Amendment remains in full force and effect. All existing rights and responsibilities related to the fishing pier remain unmodified by this Agreement. This document may be signed in multiple counterparts and signature obtained electronically or by email or fax is agreed to be valid and binding.

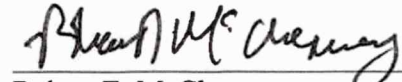
[Remainder of page intentionally left blank. Signatures to follow.]

DATED THIS 28TH DAY OF OCTOBER 2022.


CITY OF EDMONDS


Michael Nelson, Mayor


PORT OF EDMONDS


Robert E. McChesney,
Executive Director

ATTEST/AUTHENTICATED:


Scott Passey, City Clerk

APPROVED AS TO FORM:


Office of the City Attorney

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

On this 7TH day of NOVEMBER 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Michael Nelson**, to me known to be the person who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the **City of Edmonds**.

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




NOTARY PUBLIC
My commission expires:

08-29-2026

STATE OF WASHINGTON)
)ss
COUNTY OF SNOHOMISH)

On this 28th day of October 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Robert E. McChesney**, to me known to be the person who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the **Port of Edmonds**.

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



Karin J. Michaud
NOTARY PUBLIC
My commission expires:
~~9-19-~~ 9-19-2026

ATTACHMENT A

2/19/02 - 4000

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2011-2-7-2

AMENDMENT TO AGREEMENT FOR PARKING

THIS AGREEMENT is made by and between the CITY OF EDMONDS (hereinafter referred to as "City") and the PORT OF EDMONDS (hereinafter referred to as the "Port") as of the date set forth in the last line of this Agreement:

R E C I T A L S :

A. The City and the Port entered into an Agreement with the State of Washington on February 1, 1977, for the development of a fishing pier at the foot of Dayton Street in Edmonds. *cont'd. 90*

B. Because of the State's being unable to participate in the acquisition of the property referred to in paragraph 13(b) of the Agreement of February 1, 1977, the City and the Port entered into a subsequent Agreement for Parking, dated the 21st day of July, 1978.

C. This Amendment to Agreement for Parking shall supersede and rescind the prior Agreement for Parking dated the 21st day of July, 1978.

D. Pursuant to said superseded Agreement for Parking, dated the 21st day of July, 1978, the parties hereto acknowledge that each has paid one-half (1/2) of the cost of acquisition of the subject property, together with one-half (1/2) of the cost of acquisition and development of the subject property after deducting the sum of Twenty Seven Thousand Dollars (\$27,000) from the IAC for improvements to the subject property.

Recording # 8608190065

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES HERETO, THE PARTIES AGREE AS FOLLOWS:

1. Subject Property. The property which is the subject matter of this Agreement is legally described in Exhibit "A," attached to this agreement and by this reference the same is incorporated herein as if set forth in full.

2. Ownership. The property is and shall be owned by the City and the Port with each party owning an undivided one-half (1/2) interest in said property.

3. Use. The property shall be used primarily for parking by fishing pier patrons, but people using Port property and the City beach and park at the foot of Dayton Street shall be entitled to use of said property. In further definition of the same and by reference to Exhibit "C" attached to this agreement, it is agreed:

(a) Parking spaces currently numbered 1 through 41 (the easterly two rows) shall be reserved for the exclusive use of fishing pier patrons, people using Port property and people using the Dayton Street Park and beach between May 1, and October 1, of each year. Between October 1, and May 1, such spaces may be used by the general public.

(b) The Port and City agree that Robert Pantley may lease the use of what is designated as parking spaces 42 through 81 (the westerly two rows of the jointly owned property) for the use of patrons of Pantley's restaurant along with the uses in paragraph (a) of this Section 3.

4. Pantley Lease. The Pantley lease for the use of the above referenced westerly two rows of the subject property shall

begin effective April 1, 1981, and continue until such time as the lease is terminated. The lease may be terminated as follows:

(a) The lease shall remain in effect until December 31, 1981, and thereafter until terminated if both the Port and the City give Pantley one hundred eighty (180) days written notice of termination or, if after December 31, 1983, either the Port or the City gives Pantley one hundred eighty (180) days written notice of termination. The lease may be terminated at any time by Pantley giving the Port and City one hundred eighty (180) days written notice.

(b) Rent for the lease to Pantley shall be paid monthly by Pantley on the first day of each month in an amount to be calculated and determined as follows:

(1) For the year ending December 31, 1981, the monthly rent shall be Five Hundred Twenty Five Dollars (\$525.00) per month.

(2) The monthly rent for each month beginning January 1, 1982, shall be one-twelfth ($1/12$) of the amount which is nine per cent (9%) of \$10.00 per square foot for the property that is the subject of this lease, to-wit: 12,500 square feet.

(3) After January 1, 1983, and thereafter as long as the lease shall continue, the monthly rent for each year or a portion thereof, shall be increased or decreased by the per cent of change of the Consumer Price Index for Urban Consumers published by the United States Department of Labor Statistics for the

Seattle/Everett area. The percentage change shall first be determined annually for the period beginning January 1, 1982, and ending December 31, 1982, and annually by comparing the same days of each year thereafter. At no time shall the rent be less than Five Hundred Twenty Five Dollars (\$525.00) per month.

(4) In addition to the rent payments referred to in this Section, Pantley shall also pay the applicable twelve per cent (12%) leasehold tax or any other tax that may be required by applicable law.

(c) Pantley shall execute a lease in the form set forth in the lease attached hereto which is incorporated by reference as though fully set forth in this agreement.

5. Distribution of Pantley Lease Rental. Rentals shall be paid by Lessee to the Port. The lease rentals received from Pantley will first be used to cover the expenses of maintenance, operation and regulation of the lot by City and Port. The City and Port shall provide itemization of all expenses to each other, which items shall consist of those matters set forth on Exhibit "B" which is attached hereto and incorporated by reference. The balance of such payments shall be divided equally between the City and the Port.

6. Placement of Signs.

(a) The City and the Port shall place signs on the property designating the applicable use of each portion of the property in the form and according to Exhibit "C" attached hereto and incorporated by reference as though fully set forth. No

changes shall be made to the signs without the express approval of the City and the Port.

(b) Pantley shall not place any signs on the property described in Exhibit "A" or any signs referring to the use of the property described in Exhibit "A" without express written approval of City and Port.

7. Maintenance and Enforcement.

(a) Maintenance of the lot shall be by the City. Enforcement of the parking restrictions shall be conducted by Port personnel or City employees. Port and City agree to defend and hold each other harmless from any claim or action brought against the other as a result of any enforcement activity by the other with respect to the enforcement of the uses pursuant to this agreement.

(b) It is agreed that no overnight parking shall be permitted in any of the parking spaces, 1 through 81.

(c) Penalties for Parking. Any person parking a vehicle in violation of the terms of this Agreement shall be subject to penalty as set forth in the City Traffic and Parking Ordinances and City agrees to enact such ordinances which will allow the City to both cite violators for violation of City ordinances as well as permit the City to tow away such violating vehicles. The City agrees to maintain such ordinances in full force and effect during the term of this agreement.

8. Use of Property After Termination of Pantley Lease. At any time after the lease with Pantley is terminated according to

this Agreement, the entire property, spaces 1 through 81, shall be used for the exclusive use of fishing pier patrons, people using Port property and people using the Dayton Street Park and beach between May 1, and October 1, of each year. Between October 1, and May 1, such spaces may be used by the general public. After such termination all other terms of this Agreement shall remain in effect, except signs shall be changed so that they clearly indicate that the lot is to be used by people using the fishing pier, the beach park and Port property.

DATED this 4 day of FEBRUARY, 1982.

CITY OF EDMONDS

PORT OF EDMONDS

W. H. Harrison
Mayor

Gordon Maxwell
President of Port Commission

ATTEST:

ATTEST:

Gene Varney Moran
City Clerk

Roger Hobbs
Secretary of Port Commission

STATE OF WASHINGTON)

) SS.

On this 4th day of February, 1982, before me personally appeared HARVE H. HARRISON and IRENE MORAN, to me known to be the Mayor and City Clerk, respectively, of the CITY OF EDMONDS, the corporation that executed the within and foregoing instrument, and acknowledged the 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 they were authorized to execute said instrument.


Charles J. Janning
Notary Public in and for the State
of Washington, Residing at *Everett*

STATE OF WASHINGTON)

) SS.

On this 8th day of February, 1982, before me personally appeared GORDON MAXWELL and ROGER STUBBS to me known to be the President and Secretary, respectively, of the Port Commission of the PORT OF EDMONDS, the corporation that executed the within and foregoing instrument, and acknowledged the 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 they were authorized to execute said instrument.

year first above written.



Notary Public in and for the State
of Washington, Residing at Edmonds

EXHIBIT "A"

That portion of Government Lot 3, Section 23, Township 27 North, Range 3 East, W.M., described as follows:

Beginning at a point on the north line of said Government Lot 3, said point being 150' distant northwesterly measured at right angles from the center line of the westerly main track of Burlington Northern Inc. (formerly Great Northern Railway Company) as now located and constructed; thence S 47°16'30" W along a straight line which extended would intersect a point 200' distant northwesterly from said center line of the westerly main track, as measured at right angles to said center line from a point therein 655.9 feet distant southwesterly, measured along said center line, from its intersection with the north line of said Lot 3, said straight line being S 47°16'30" W, 226.68 feet to the northeasterly margin of Dayton Street; thence S 38°17'07" E along said margin of Dayton Street 2.95 feet to an angle point; thence S 59°03'29" E along said margin of Dayton Street, 112.98 feet to a point, said point being 15 feet distant northwesterly measured at right angles from the center line of the Burlington Northern Inc. spur track, as now located and constructed; thence N 41°49'31" E parallel with said spur track, 287.01 feet to the north line of said Government Lot 3; thence N 89°50'52" W along the north line of said Government Lot 3, a distance of 123.60 feet to the point of beginning;

Situate in Snohomish County, Washington, containing 25,920 square feet, more or less.

MAINTENANCE ITEMS FOR JOINTLY OWNED PARKING LOT

The following items of maintenance shall be considered as maintenance items referred to in the Amendment to Agreement for Parking. The items shall include but not be limited to:

1. Maintenance of Landscaping,
2. Sweeping,
3. Maintenance of Signs,
4. Marking and Striping.

7902150234

QUITCLAIM DEED

WHEREAS, the City of Edmonds, Washington, an optional code city, hereafter called Grantor, and the Port of Edmonds, a municipal corporation formed under the laws of the State of Washington, agreed to jointly purchase the real property described below, and

WHEREAS, the Grantor did all of the negotiation with the previous owner of said property, the Burlington Northern Railroad Company, resulting in the conveyance being made to the City, and

WHEREAS, it is necessary for the City to deliver a Quitclaim Deed to the Port of Edmonds to evidence the Port's undivided one-half (1/2) interest in the real property described hereinafter, now, therefore,

The Grantor, the City of Edmonds, Washington, a Washington optional municipal code city, for and in consideration of the Port of Edmonds having paid one-half (1/2) of the cost of acquisition of the real property described below, conveys and quitclaims to the Port of Edmonds, a Washington municipal corporation, an undivided one-half (1/2) interest in the following described real property situated in Snohomish County, Washington, to wit:

That portion of government lot 3, section 23, Township 27 North, Range 3 east, W.M., described as follows:
Beginning at a point on the north line of said government lot 3, said point being 150 feet distant northwesterly measured at right angles from the center line of the westerly main tract of Burlington Northern (formerly Great Northern Railway Co.), as now located and constructed; thence south 41°15'30" west along a straight line which extended would intersect a point 200 feet distant northwesterly from said center line of the westerly main tract,

NO SALES TAX
REQUIRED

FEB 15 1979

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WAS 1466 637

as measured at right angles to said center line from a point therein 551.00 feet distant southwesterly measured along said center line from its intersection with the north line of said lot 3; said straight line being south 47°16'10" west, 226.88 feet to the northeasterly margin of Dayton Street; thence south 18°12'07" east along said margin of Dayton Street 2.95 feet to an angle point; thence south 59°03'29" east along said margin of Dayton Street, 112.98 feet to a point, said point being 15 feet distant northwesterly measured at right angles from the center line of the Burlington Northern Spur track, as now located and constructed; thence north 41°47'31" east parallel with said spur track, 287.01 feet to the north line of said government lot 3; thence north 89°10'12" east along the north line of said government lot 3, a distance of 121.60 feet to the point of beginning.

IN WITNESS WHEREOF, said optional code city has caused this instrument to be executed and its official seal to be hereunto affixed this 13 day of February, 1979.

CITY OF EDMONDS, WASHINGTON:

BY W. H. Harrison
Mayor, M. H. HARRISON

ATTEST:

James H. H. H. H.
CITY CLERK, JAMES H. H. H.

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) ss:

On this 13 day of February, 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared M. H. HARRISON and JAMES H. H. H., to me known to be the Mayor and City Clerk of the CITY OF EDMONDS, Washington, the Municipal Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Municipal Corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the official seal of said Municipal Corporation.

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

Notary Public in and for the State of Washington, residing at

7902150234

vol 1466 pg 634

7/21/78

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CDW-27-2

AGREEMENT FOR PARKING

THIS AGREEMENT made between the CITY OF EDMONDS, hereinafter referred to as "City" and the PORT OF EDMONDS, hereinafter referred to as the "Port" is entered into for the purpose of acquisition, development and maintenance of a parking lot to be used in connection with the proposed Fishing Pier:

R E C I T A L S :

A. The City and the Port entered into an agreement with the State of Washington on February 1, 1977, for the development of a fishing pier at the foot of Dayton Street in Edmonds.

B. That since the entering into that agreement the funds for construction and acquisition of the necessary property have been limited, in part because of the increased cost of construction of the pier and if additional parking for the fishing pier is to be acquired, it must be done so without the participation of the State of Washington at this time.

C. That at the time of the said agreement, it was anticipated that a lot of approximately 25,600 square feet at the northwest corner of Dayton Street and Railroad Avenue would be purchased by the State, the City and the Port as referred to in paragraph 13(b) of said agreement.

D. That because of the State's being unable to participate in the acquisition of the property at this time, the Port and City have recognized the need to purchase it as soon as possible.

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS, the parties agree:

1. That the City and the Port shall pay for the purchase of that piece of real property at the northwest corner of Dayton Street and Railroad Avenue described in Exhibit "A" to this agreement.

2. The City and the Port shall each pay one-half of the cost of acquisition.

AGREEMENT FOR PARKING
Page 1

Recording # 8608190064

RICHARD COLE
ATTORNEY AT LAW
SUITE 220 HARBOR BUILDING
100 SECOND AVENUE SOUTH

1 3. This property shall be owned by the City of Edmonds and
2 the Port of Edmonds, with each party owning an undivided one-half
3 interest in the property.

4 4. It is agreed that the property shall be used primarily
5 for parking by fishing pier patrons but that people using Port of
6 Edmonds property and the City beach and park at the foot of Dayton
7 Street shall also be entitled to use of the said property.

8 5. All costs of preparation of the property for parking and
9 the cost of maintenance shall be as agreed to in writing by the
10 City and the Port.

11 6. Should funding for acquisition become available from the
12 State of Washington, the City and Port shall be reimbursed in
13 equal amounts from such available money up to the amount paid for
14 the purchase of said property. If funding for development becomes
15 available from the State of Washington, the City and Port will be
16 reimbursed on a pro-rata basis based on their respective
17 contributions for development of the parking area.

18 DATED this 21st day of July, 1978.

19 CITY OF EDMONDS

20 By W. H. Harrison
21 H. H. Harrison, Mayor

22 PORT OF EDMONDS

23 By Harold L. Bucklin Vice President
24 Harold L. Bucklin, President of
25 the Port Commission of the Port
of Edmonds

26 ATTEST:

27 By T. P. Chittenden
28 T. P. Chittenden, Secretary of
29 the Port Commission of the Port
of Edmonds

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AGREEMENT FOR PARKING
Page 2

RICHARD COLE
ATTORNEY AT LAW
SUITE 230 HARBOR BUILDING
100 SECOND AVENUE SOUTH
EDMONDS WASHINGTON 98020

ATTACHMENT B

Return Address:
Michele (Mike) F. De Lilla
City of Edmonds
121 - 5th Ave. N.
Edmonds, WA 98020

UTILITY EASEMENT

Assessor's Property Tax Parcel No.: 23032300415900

IN CONSIDERATION of benefits to accrue to the grantors herein, the undersigned, **PORT OF EDMONDS (Grantor)**, hereby grants to the **CITY OF EDMONDS (Grantee)**, a Municipal Corporation, a permanent easement for the installation, construction, operation, maintenance, repair, reconstruction or replacement of a ~~storm water pipe, sanitary sewer pipe and necessary appurtenances~~, over, across, through, and below the following described property, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, operation, maintenance, repair, reconstruction or replacement of said ~~storm water pipe, sanitary sewer pipe and associated appurtenances~~, together with the right of access to the easement at any time for the stated purpose.

THE GRANTEE shall indemnify and hold the GRANTOR harmless from any and all claims, causes of action, damages, costs, fees, including reasonable attorney fees, arising out of GRANTEE'S exercise of the rights granted in this Utility Easement; provided, however, GRANTEE shall not be responsible for any claims, causes of action, damages, costs or fees resulting from the sole negligence of GRANTOR.

The easement hereby granted is located in the **COUNTY OF SNOHOMISH, STATE OF WASHINGTON**, and is more particularly described as the following property:

Within the parcel described as follows:

SEC 23 TWP 27 RGE 03 THAT PTN GOVT LOT 3 DAF - BAAP ON N LN SD GOVT LOT 3 150FT DIST NWLY MEAS AT R/A FR C/L OF WLY MAIN TRACK BURLINGTON NORTHERN (FORMERLY GREAT NORTHERN RAILWAY CO) AS NOW LOC & CONSTRUCTED TH S47*16 30W ALG STRT LN WH EXT WOULD INT A PT 200FT DIST NWLY FR SD C/L OF WLY MAIN TRACK AS MEAS AT R/A TO SD C/L FR PT THEREIN 655.9FT DIST SWLY MEAS ALG SD C/L FR IT'S INT WITH N LN SD LOT 3 SD STRT LN BEING S47*16 30W 226.68FT TO NELY MGN DAYTON ST TH S38*17 07E ALG SD MGN DAYTON ST 2.95FT TO ANG PT TH S59*03 29E ALG SD MGN DAYTON ST 112.98FT TAP 15FT DIST NWLY MEAS AT R/A FR C/L BURLINGTON NORTHERN SPUR TRACK AS NOW LOC & CONST TH N41*49 31E PLW SD SPUR TRACK 287.01 FT TO N LN SD GOVT LOT 3 TH N89*50 52W ALG SD N LN 123.60FT TO POB

The easement area is depicted in the drawing attached as Exhibit 'A'.

THE CITY agrees to restore to substantially the original condition such improvements as are disturbed during the construction, maintenance, and repair of said utility or utilities, provided the grantors, their heirs, or assigns shall not construct any permanent structure over, upon, or within the permanent easement.

STATE OF WASHINGTON)

) ss

COUNTY OF SNOHOMISH)

On this day personally appeared before me Robert E. McChesney as Authorized Agent for the Port of Edmonds, a Municipal Corporation, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Municipal Corporation for the uses and purposes therein mentioned, and on oath states he is authorized to execute said instrument.

UNDER MY HAND AND OFFICIAL SEAL THIS 27th DAY OF April, 2011

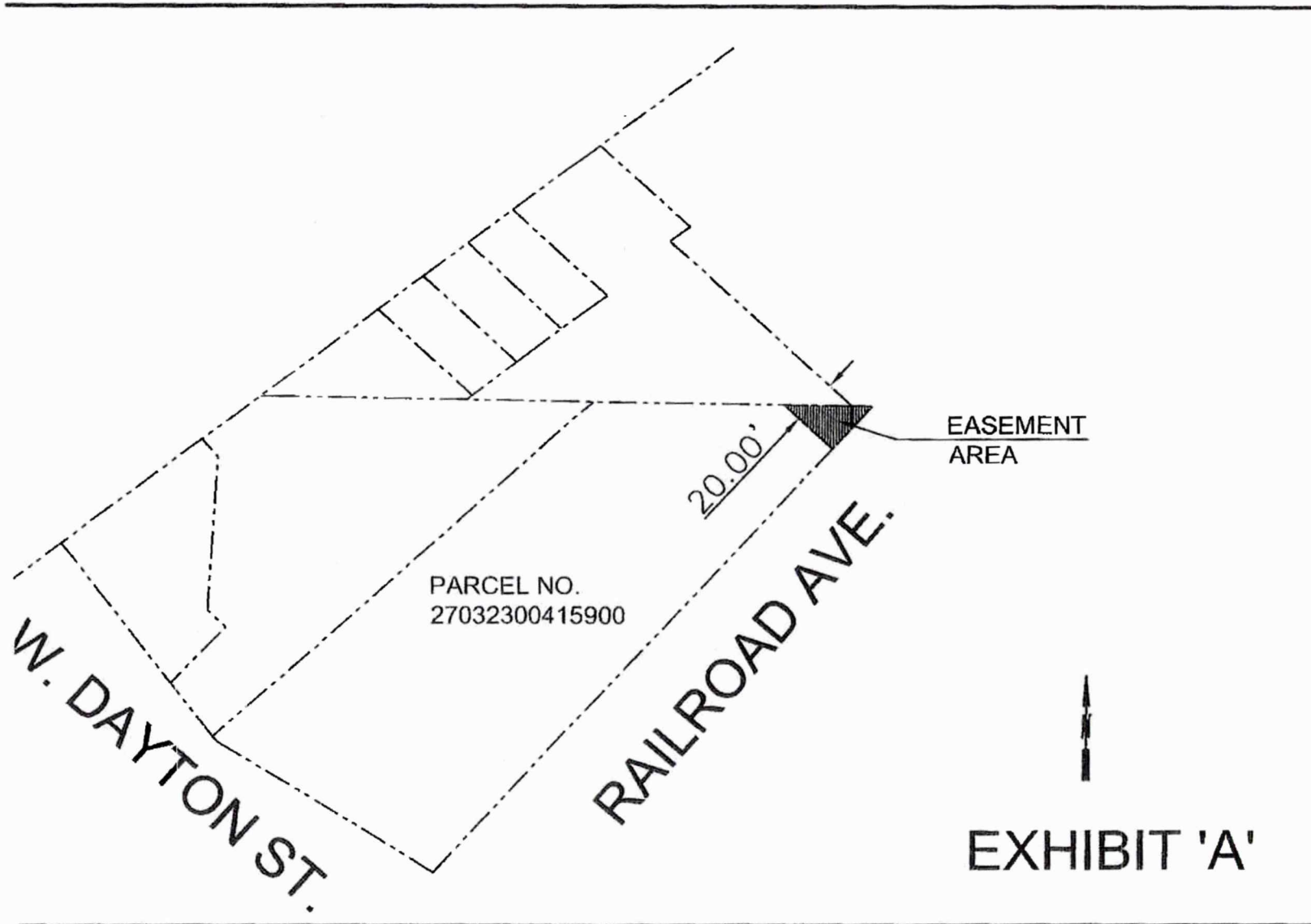


Beverly Borth
Printed Name: Beverly Borth

NOTARY PUBLIC

in and for the State of Washington

My commission expires: 3/05/13



--- FUTURE STORM
PIPE ALIGNMENT
--- FUTURE SANITARY
SEWER PIPE
ALIGNMENT

SCHEMATIC
ALIGNMENT FOR
FUTURE STORM
DRAIN PIPE

PROPOSED
EASEMENT
380 SF +/-

SCHEMATIC
ALIGNMENT FOR
FUTURE SANITARY
SEWER PIPE

LEGEND



DATUMS:

HORIZONTAL DATUM: NAD 83/91

VERTICAL DATUM: NAVD 88

BENCHMARK: H-2, RESET 1956, BRASS DISK U.S.C&G.S. MONUMENT SET
ON TOP OF CONCRETE RETAINING WALL OF A FLOWER BED, 3' NORTH OF
THE NORTH CORNER OF EDMONDS AIRPORT RAILROAD STATION.
ELEVATION = 13.52 FEET

NOTES:

16. THE UTILITIES SHOWN ARE BASED SOLELY ON OBSERVATION OF
SURFACE FEATURES. FIELD LOCATIONS MUST BE VERIFIED PRIOR TO ANY
CONSTRUCTION. CALL 1-800-424-5555 FOR THIS VERIFICATION.
17. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE REPORT
AND DOES NOT PURPORT TO SHOW ANY EASEMENTS OR OTHER FEAS OF
RECORD.
18. BOUNDARY CALCULATIONS WERE BASED ON RECORD OF SURVEYS,
RECORDING NUMBERS 7809361243, 7808110159, AND 9310205003,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.



CITY OF EDMONDS
EDMONDS DIVISION
11 2TH AVENUE NORTH
EDMONDS, WASHINGTON 98020
PH: 360-774-0220

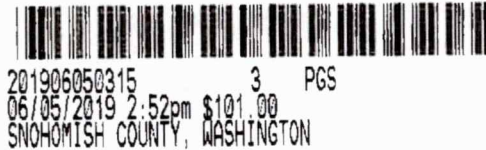
H. SCALE 1"=20'
V. SCALE
SHEET 1
OF 1 SHEETS
TASK ORDER NO. 003

NO EXCISE TAX
REQUIRED

JUN 05 2019

KIRKE SIEVERS, Snohomish County Treasurer
By KIRKE SIEVERS

Return Address:
City Clerk
City of Edmonds
121 - 5th Ave. N.
Edmonds, WA 98020



Grantor(s): Port of Edmonds
Grantee: City of Edmonds
Abbreviated Legal: Sec 23 Twp 27 Rge 03, Portion of Govt Lot 3
Assessor's Property Tax Parcel No.: 27032300415900

UTILITY EASEMENT

Property Address: NW Corner of Dayton Street and Railroad Avenue

IN CONSIDERATION of benefits to accrue to the grantor(s) herein, the undersigned, **PORT of EDMONDS**, ("GRANTOR") hereby grant(s) to the **CITY OF EDMONDS**, a Municipal Corporation ("GRANTEE"), a permanent easement for the installation, construction, operation, maintenance, repair, reconstruction and/or replacement of a **stormwater pipe & structures, storm water lift station, electrical equipment and necessary appurtenances**, over, across, through, and below the following described property, and the further right, at GRANTEE's sole expense, to remove trees, bushes, undergrowth and other obstructions thereon interfering with the location, construction, operation, maintenance, repair, reconstruction and/or replacement of said **stormwater pipe & structures, storm water lift station, electrical equipment and necessary appurtenances**, together with the right of access to the easement at any time for the stated purposes.

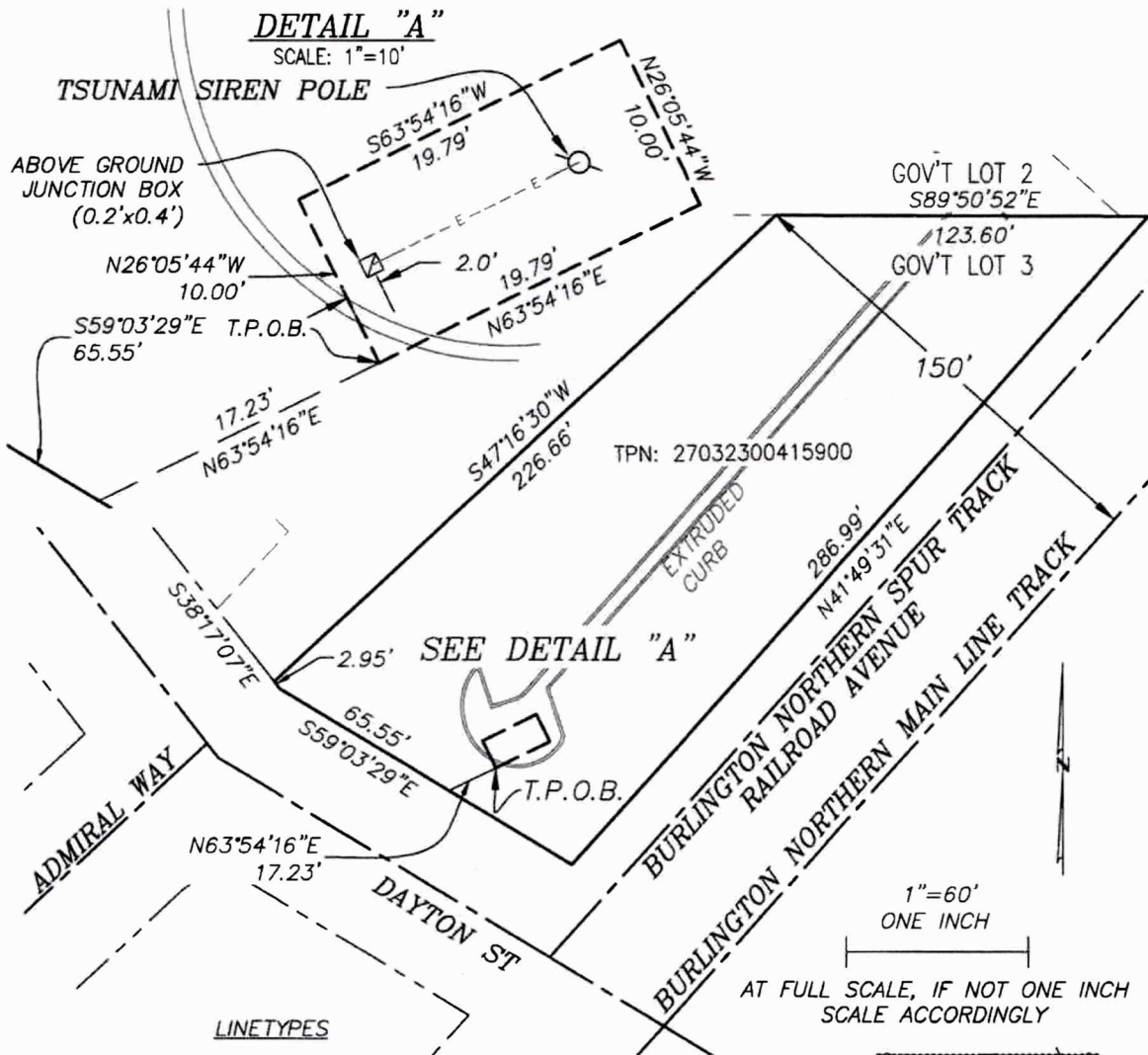
The easement hereby granted is located in the **COUNTY OF SNOHOMISH, STATE OF WASHINGTON**, and is more particularly described as the following property (The easement area is depicted in the drawing attached as Exhibit A):

SEC 23 TWP 27 RGE 03 THAT PTN GOVT LOT 3 DAF - BAAP ON N LN SD GOVT LOT 3 150FT DIST NWLY MEAS AT R/A FR C/L OF WLY MAIN TRACK BURLINGTON NORTHERN (FORMERLY GREAT NORTHERN RAILWAY CO) AS NOW LOC & CONSTRUCTED TH S47*16 30W ALG STRT LN WH EXT WOULD INT A PT 200FT DIST NWLY FR SD C/L OF WLY MAIN TRACK AS MEAS AT R/A TO SD C/L FR PT THEREIN 655.9FT DIST SWLY MEAS ALG SD C/L FR IT'S INT WITH N LN SD LOT 3 SD STRT LN BEING S47*16 30W 226.68FT TO NELY MGN DAYTON ST TH S38*17 07E ALG SD MGN DAYTON ST 2.95FT TO ANG PT TH S59*03 29E ALG SD MGN DAYTON ST 112.98FT TAP 15FT DIST NWLY MEAS AT R/A FR C/L BURLINGTON NORTHERN SPUR TRACK AS NOW LOC & CONST TH N41*49 31E PLW SD SPUR TRACK 287.01FT TO N LN SD GOVT LOT 3 TH N89*50 52W ALG SD N LN 123.60FT TO PT OF BEGINNING

GRANTEE shall, at GRANTEE'S sole expense, be responsible for the maintenance, repair, replacement, removal, relocation and reconstruction of the systems. Further, GRANTEE agrees to restore to substantially the original condition such improvements as are disturbed during the construction, maintenance, and repair of said utility or utilities, provided GRANTOR, its heirs, or assigns shall not plant trees, shall make reasonable efforts to inhibit the growth of volunteer trees, and shall not construct any permanent structures over, upon, or within the permanent easement.

GRANTEE agrees to indemnify, defend and hold GRANTOR harmless from any and all liability or damage, including attorneys' fees and costs, incurred or arising directly from GRANTEE's use, maintenance, repair, replacement, removal, relocation and reconstruction of and access to the systems, except those arising from any of GRANTOR'S acts, omissions or negligence.

EXHIBIT "A"
PERMANENT EASEMENT
(THE CITY OF EDMONDS AND THE PORT OF EDMONDS)

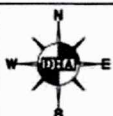
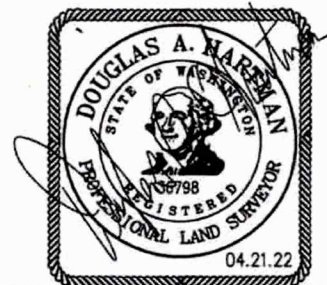


LINETYPES

- EASEMENT LINE
- RIGHT OF WAY LINE
- RIGHT OF WAY CENTER LINE
- BOUNDARY LINE

T.P.O.B. TRUE POINT OF BEGINNING

TPN TAX PARCEL NUMBER



DUANE HARTMAN & ASSOCIATES, INC.
 Surveyors

16928 WOODINVILLE-REDMOND ROAD, B-107 (425) 483-5355
 WOODINVILLE, WASHINGTON 98072 FAX (425) 483-4850

TAX PARCEL No. 27032300415900

DRAWING NAME: 22-3213Esmt.dwg

PORTION OF GOV'T LOT 3, SEC. 23, TWP. 27N., RGE. 3E., W.M.

DRAWN BY: AAC

DATE: 04.21.22

CHECKED: DAH

DATE: 04.21.22

PROJECT NO.: 22-3213

PAGE 3 OF 3

EXHIBIT "A"
PERMANENT EASEMENT
(THE CITY OF EDMONDS AND THE PORT OF EDMONDS)

TSUNAMI WARNING SIREN EASEMENT DESCRIPTION:

A STRIP OF LAND LYING WITHIN GOVERNMENT LOT 3, SECTION 23, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 3, SAID POINT BEING 150 FEET DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE WESTERLY MAIN TRACT OF BURLINGTON NORTHERN (FORMERLY GREAT NORTHERN RAILWAY CO.), AS NOW LOCATED AND CONSTRUCTED;

THENCE SOUTH 47°16'30" WEST ALONG A STRAIGHT LINE WHICH EXTENDED WOULD INTERSECT A POINT 200 FEET DISTANT NORTHWESTERLY FROM SAID CENTER LINE OF THE WESTERLY MAIN TRACT, AS MEASURED AT RIGHT ANGLES TO SAID CENTER LINE FROM A POINT THEREIN 655.9 FEET DISTANT SOUTHWESTERLY MEASURED ALONG SAID CENTER LINE, FROM ITS INTERSECTION WITH THE NORTH LINE OF SAID LOT 3, SAID STRAIGHT LINE BEING SOUTH 47°16'30" WEST, 226.66 FEET TO THE NORTHEASTERLY MARGIN OF DAYTON STREET;

THENCE SOUTH 38°17'07" EAST ALONG SAID MARGIN OF DAYTON STREET, 2.95 FEET TO AN ANGLE POINT;

THENCE SOUTH 59°03'29" EAST ALONG SAID MARGIN OF DAYTON STREET, 65.55 FEET;

THENCE NORTH 63°54'16" EAST, 17.23 FEET TO THE TRUE POINT OF BEGINNING;

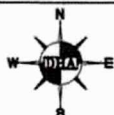
THENCE CONTINUING NORTH 63°54'16" EAST, 19.79 FEET;

THENCE NORTH 26°05'44" WEST, 10.00 FEET;

THENCE SOUTH 63°54'16" WEST, 19.79 FEET;

THENCE SOUTH 26°05'44" EAST, 10.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 197.9 SQUARE FEET OR 0.004± ACRES, MORE OR LESS.



DUANE HARTMAN & ASSOCIATES, INC.
— Surveyors —

16928 WOODINVILLE-REDMOND ROAD, B-107 (425) 483-5355
WOODINVILLE, WASHINGTON 98072 FAX (425) 483-4850

PORTION OF GOV'T LOT 3, SEC. 23, TWP. 27N., RGE. 3E., W.M.

DRAWN BY: AAC

DATE: 04.21.22

CHECKED: DAH

DATE: 04.21.22

TAX PARCEL No. 27032300415900

DRAWING NAME: 22-3213Esmt.dwg

PROJECT NO.: 22-3213

PAGE 2 OF 3

EXHIBIT "A"
PERMANENT EASEMENT
(THE CITY OF EDMONDS AND THE PORT OF EDMONDS)

PARENT PARCEL LEGAL DESCRIPTION:

PER FIRST AMERICAN TITLE INSURANCE COMPANY
GUARANTEE No. 3922125
DATE OF GUARANTEE: MARCH 25, 2022

THAT PORTION OF GOVERNMENT LOT 3, SECTION 23, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

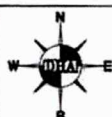
BEGINNING AT A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 3, SAID POINT BEING 150 FEET DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE WESTERLY MAIN TRACT OF BURLINGTON NORTHERN (FORMERLY GREAT NORTHERN RAILWAY CO.), AS NOW LOCATED AND CONSTRUCTED;

THENCE SOUTH 47°16'30" WEST ALONG A STRAIGHT LINE WHICH EXTENDED WOULD INTERSECT A POINT 200 FEET DISTANT NORTHWESTERLY FROM SAID CENTER LINE OF THE WESTERLY MAIN TRACT, AS MEASURED AT RIGHT ANGLES TO SAID CENTER LINE FROM A POINT THEREIN 655.9 FEET DISTANT SOUTHWESTERLY MEASURED ALONG SAID CENTER LINE, FROM ITS INTERSECTION WITH THE NORTH LINE OF SAID LOT 3, SAID STRAIGHT LINE BEING SOUTH 47°16'30" WEST, 226.68 FEET TO THE NORTHEASTERLY MARGIN OF DAYTON STREET;

THENCE SOUTH 38°17'07" EAST ALONG SAID MARGIN OF DAYTON STREET 2.95 FEET TO AN ANGLE POINT;

THENCE SOUTH 59°03'29" EAST ALONG SAID MARGIN OF DAYTON STREET, 112.98 FEET TO A POINT, SAID POINT BEING 15 FEET DISTANT NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE BURLINGTON NORTHERN SPUR TRACT, AS NOW LOCATED AND CONSTRUCTED; THENCE NORTH 41°49'31" EAST PARALLEL WITH SAID SPUR TRACT, 287.01 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 3;

THENCE NORTH 89°50'52" WEST ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 123.60 FEET TO THE POINT OF BEGINNING.



DUANE HARTMAN & ASSOCIATES, INC.
— Surveyors —

16928 WOODINVILLE-REDMOND ROAD, B-107 (425) 483-5355
WOODINVILLE, WASHINGTON 98072 FAX (425) 483-4650

TAX PARCEL No. 27032300415900

DRAWING NAME: 22-3213Esmt.dwg

PORTION OF GOV'T LOT 3, SEC. 23, TWP. 27N., RGE. 3E., W.M.

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PROJECT NO.: 22-3213

PAGE 1 OF 3

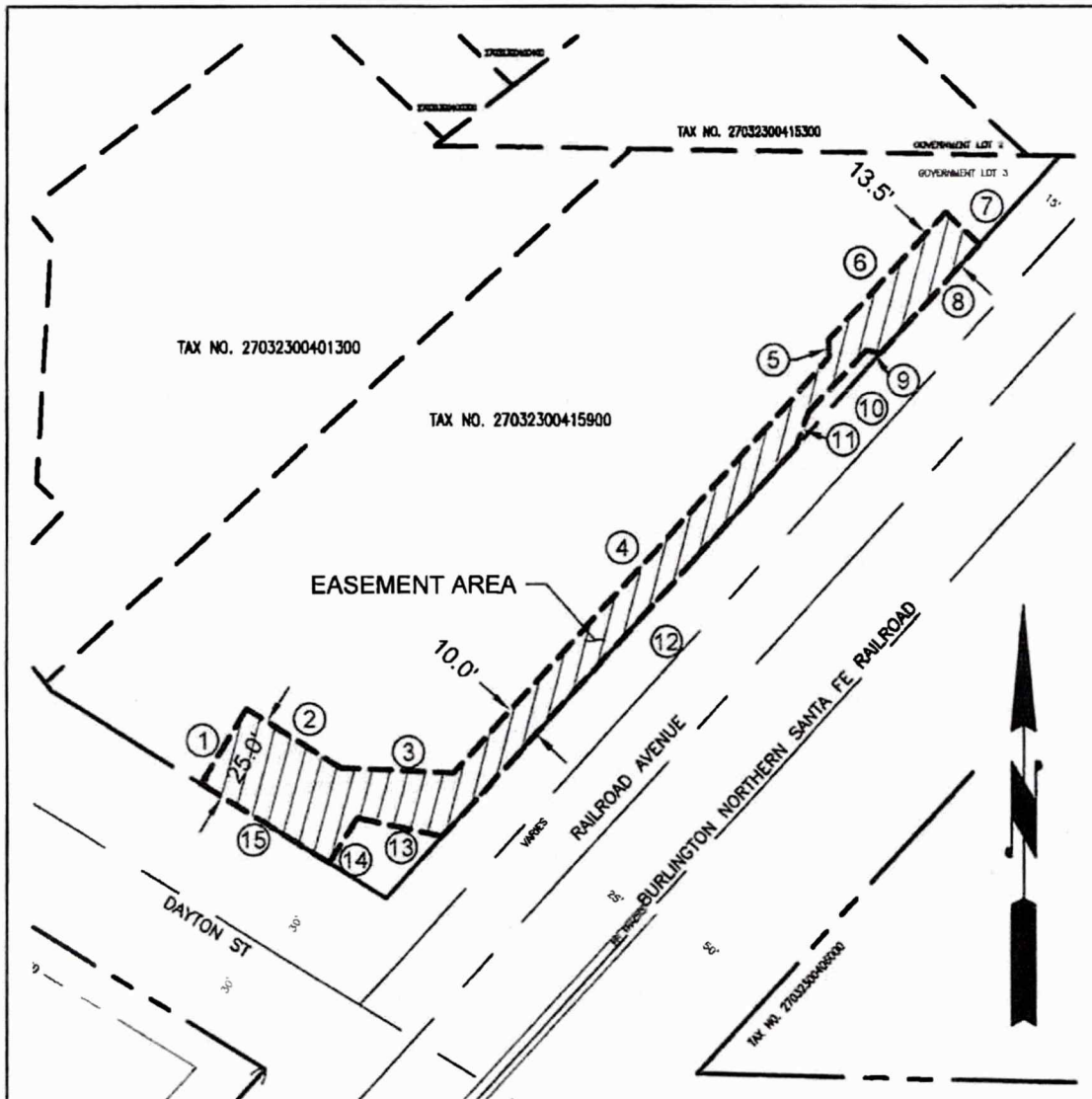
ATTACHMENT C

TSUNAMI SIREN UTILITY AREA LOCATION

Property Address: **NW Corner of Dayton Street and Railroad Ave**

The area location is in the **COUNTY OF SNOHOMISH, STATE OF WASHINGTON**, and is more particularly described as the following property:


AS SHOWN IN PAGE 1 OF 3 IN ATTACHED EXHIBIT 'A', WITH THE AREA BEING DESCRIBED IN ATTACHED EXHIBIT 'A' PAGE 2 OF 3, AND DEPICTED IN THE DRAWING ATTACHED AS EXHIBIT 'A' PAGE 3 OF 3.



#	Bearing	Distance	#	Bearing	Distance	#	Bearing	Distance
①	N31°43'43.48"E	25.000'	⑥	N42°36'43.52"E	49.383'	⑪	S19°46'06.36"W	10.307'
②	S58°16'16.52"E	31.628'	⑦	S47°23'16.48"E	13.500'	⑫	S42°36'43.52"W	43.785'
③	S87°11'52.16"E	32.726'	⑧	S42°36'43.52"W	42.378'	⑬	N77°26'18.14"W	24.994'
④	N42°36'43.52"E	160.556'	⑨	N78°20'47.45"W	4.026'	⑭	S31°43'43.48"W	15.248'
⑤	N01°33'16.92"W	5.023'	⑩	S43°54'00.86"W	24.418'	⑮	N58°14'33.58"W	43.500'

Port of Edmonds and City of Edmonds	Exhibit A	Dayton St. Pump Station Project (E4FE)
	SCALE: 1:50	

DATED THIS 3rd DAY OF June 2019


Robert McChesney, Executive Director
PORT OF EDMONDS

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this day personally appeared before me Robert McChesney, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same in his authorized capacity, as his free and voluntary act and deed, for the uses and purposes therein mentioned on behalf of the Port of Edmonds.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing paragraph is true and correct.


UNDER MY HAND AND OFFICIAL SEAL THIS 3rd DAY OF June 2019




Karin L. Minawa
NOTARY PUBLIC in and for the
State of Washington, residing at
Edmonds WA

Accepted by the City Council dated 5th day of JUNE, 2019


CITY OF EDMONDS


David O. Earling, Mayor

ATTEST/AUTHENTICATED:


Scott Passey, City Clerk

APPROVED AS TO FORM:


Office of the City Attorney



Snohomish County Recording

A Division of the Auditor's Office

Garth Fell
County Auditor

Clifton Harty
Licensing and Recording Manager

Date: November 14, 2022

**To: CITY OF EDMONDS
HANDED BACK IN PERSON**

Transaction Number: 2382409

Grantor Name: CITY OF EDMONDS

We are unable to process the enclosed request for the following reason(s):

1 AGREEMENT

- **WE DO NOT ALLOW "UNOFFICIAL DOCUMENT" STAMP TO RUN THROUGH THE DOCUMENT ON PAGE 17 & 18. PLEASE REQUEST AND OFFICIAL COPY FROM THE COUNTY TO SUBMIT TO THE COUNTY FOR RECORDING.**
- **VERBIAGE HAS BEEN CUT OFF ON BOTTOM OF PAGE 25**

Indexing information and most recorded document images (1976-present) are available for viewing online here: <http://www.snoco.org/RecordedDocuments/>. Please return this letter with your corrected document(s) to ensure prompt processing.

Thank you,

ELIZABETH CLEVELAND
Deputy Auditor