

After Recording Return to:

Assistant Clerk  
Snohomish County Council  
3000 Rockefeller, M/S 609  
Everett, WA 98201



201207311064 11 PGS  
07/31/2012 3:16pm \$72.00  
SNOHOMISH COUNTY, WASHINGTON

Agencies: Snohomish County and City of Arlington

Tax Account No.: N/A

Legal Description: N/A

Reference No. of Documents Affected: Interlocal Agreements Recorded at AF# 199909290882

Filed with the Auditor pursuant to RCW 39.34.040

Documents Title:

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ARLINGTON  
AND SNOHOMISH COUNTY RELATING TO THE ANNEXATION OF CERTAIN  
UNINCORPORATED PUBLIC RIGHT OF WAYS UNDER RCW 35.21.790**

**1. PARTIES**

This Interlocal Agreement Between the City of Arlington and Snohomish County Relating to the Annexation of Certain Unincorporated Public Right of Ways in Snohomish County Under RCW 35.21.790 (this "Agreement") is made by and between the City of Arlington, a Washington municipal corporation (the "City"), and Snohomish County, a political subdivision of the State of Washington (the "County"), pursuant to chapter 39.34 RCW, the Interlocal Cooperation Act, and RCW 35.21.790. Throughout this Agreement, the City and the County are each sometimes referred to individually as a "Party," and collectively as the "Parties."

**2. PURPOSE**

The purpose of this Agreement is to set forth terms that will govern the orderly and logical transfer of governmental services from the County to the City with respect to the annexation by the City of certain unincorporated public right of ways located within the Arlington Urban Growth Area (the "Annexation Areas") as depicted on Exhibit A-1 and Exhibit B-1 to this Agreement. The right of ways are held by the State of Washington and there is no transfer of any interest in the property from the County to the City. The City's annexation of the Annexation Areas will be accomplished under RCW 35.21.790 and will be referred to in this Agreement as the "Annexation."

### **3. REVISED BOUNDARY LINE**

- 3.1 State Route 531. The boundary between the City of Arlington and Snohomish County established through this Agreement shall be relocated to the south side of State Route 531 along the line legally described in Exhibit A-2 and shown in Exhibit A-1.
- 3.2 State Route 9. The boundary between the City of Arlington and Snohomish County established through this Agreement shall be relocated to the east side of State Route 9 along the line legally described in Exhibit B-2 and shown in Exhibit B-1.

### **4. PRIOR AGREEMENTS**

- 4.1 Continued applicability of Master Annexation ILA. The Parties recognize the existence of that certain Interlocal Agreement Between the City of Arlington and Snohomish County Concerning Annexation and Urban Development Within the Arlington Urban Growth Area, having an effective date of September 29, 1999, and recorded under Auditor's File # 199909290882 (the "Original Agreement"). The Parties agree and intend that the terms and provisions contained in the Master Annexation ILA shall have full applicability, force and effect with respect to the Annexation contemplated by this Agreement, except as otherwise provided in Section 4.2 of this Agreement.
- 4.2 Inapplicability of certain provisions of prior agreements. Notwithstanding the provisions of Section 4.1 above, the Parties agree that the following sections of the Master Annexation ILA shall not apply to the Annexation contemplated by this Agreement: Section 3 (Applicability, Addenda and Amendments); Section 16 (Effective Date, Duration and Termination); and Section 24 (Contacts for Agreement).
- 4.3 Conflicts between agreements. In the event of a conflict between any of the terms and provisions contained in this Agreement and any of the terms and provisions contained in those portions of the Master Annexation ILA that apply to the Annexation contemplated by this Agreement, the terms of this Agreement shall prevail.

### **5. BOND DEBT SERVICE**

The City recognizes that pursuant to RCW 36.89.120 and SCC 25.20.032, whenever a city annexes an area, and the County has issued revenue bonds or general obligation bonds to finance storm water control facilities that are payable in whole or in part from rates or charges imposed in the area, the County shall continue imposing all portions of the rates or charges that are allocated to payment of the debt service on bonds in that

area after the effective date of the annexation, as provided in the statute and the implementing provisions of the Snohomish County Code. The City's acknowledgment of RCW 36.89.120 is not intended and shall not be deemed a promise by the City to pay any of the charges due to the County from particular property owners under RCW 36.89.120. Nothing in this Agreement shall be construed as imposing any liability or responsibility upon the City relating to or arising from the County's collection of the aforementioned charges and/or rates for stormwater facilities beyond any liability or responsibility imposed by applicable law.

## **6. AMENDMENTS AND ADDITIONAL AGREEMENTS**

- 6.1 Amendments. The City and County recognize that amendments to this Agreement may be necessary. An amendment to this Agreement must be mutually agreed upon by the Parties and executed in writing.
- 6.2 Additional agreements. Nothing in this Agreement limits the Parties from entering into separate interlocal agreements (i) regarding the annexation by the City of territory other than the Annexation Areas, or (ii) regarding the Annexation by the City of the Annexation Areas, but with respect to issues not covered by the terms of this Agreement.

## **7. THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third party beneficiary rights.

## **8. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES**

In the event a conflict exists between this Agreement and any agreement between the City and the County in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

## **9. NONDISCRIMINATION**

The City shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by the City of the City's compliance with the requirements of Chapter 2.460 SCC. If the City is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the City's obligations under other federal, state, or local laws against discrimination.



## **10. EFFECTIVE DATE, DURATION AND TERMINATION**

- 10.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of each of the Parties, and the signing of the Agreement by the duly authorized representative of each of the Parties.
- 10.2 Duration. This Agreement shall remain in full force and effect for five (5) years following the effective date of the Annexation.
- 10.3 Termination. Either Party may terminate this Agreement upon ninety (90) days advance written notice to the other Party. Notwithstanding the expiration or earlier termination of this Agreement, the County and City shall remain responsible for fulfilling any outstanding obligations under this Agreement that were incurred prior to the date on which this Agreement expired or terminated.

## **11. ENTIRE AGREEMENT**

This Agreement, including the portions of the Master Annexation ILA incorporated into this Agreement by Section 4 above, constitutes the entire Agreement between the Parties concerning the Annexation.

## **12. FILING**

A copy of this Agreement shall be filed with the Arlington City Clerk and recorded with the Snohomish County Auditor's Office.

## **13. ADMINISTRATORS AND CONTACTS FOR AGREEMENT**

The Administrators and contact persons for this Agreement are:

Dave Kuhl  
Community Development Director  
City of Arlington  
238 N Olympic Avenue  
Arlington, WA 98223  
(360) 403-3445

Frank Stusser  
Snohomish County  
Department of Planning and Development Services  
3000 Rockefeller Ave.  
Everett, WA 98201  
(425) 388-3311

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below.

Dated this 7<sup>th</sup> day of June, 2012.

CITY OF ARLINGTON  
BY:

Barbara Tolbert

Mayor

Date: 1/27/12

ATTEST:

Kristi Banfield

City Clerk

SNOHOMISH COUNTY  
BY:

Don T. Ph

County Executive

Date: 6/7/2012

ATTEST:

[Signature]

Approved as to form:  
Office of the City Attorney

[Signature]  
Attorney for the City of Arlington

Approved as to form:  
Snohomish County Prosecutor

Shawn J. Aronow 10/31/2011  
Shawn J. Aronow  
Deputy Prosecuting Attorney for  
Snohomish County

COUNCIL-USE ONLY  
Approved: 5:30:12  
Docfile: D-9

Exhibit A - 1

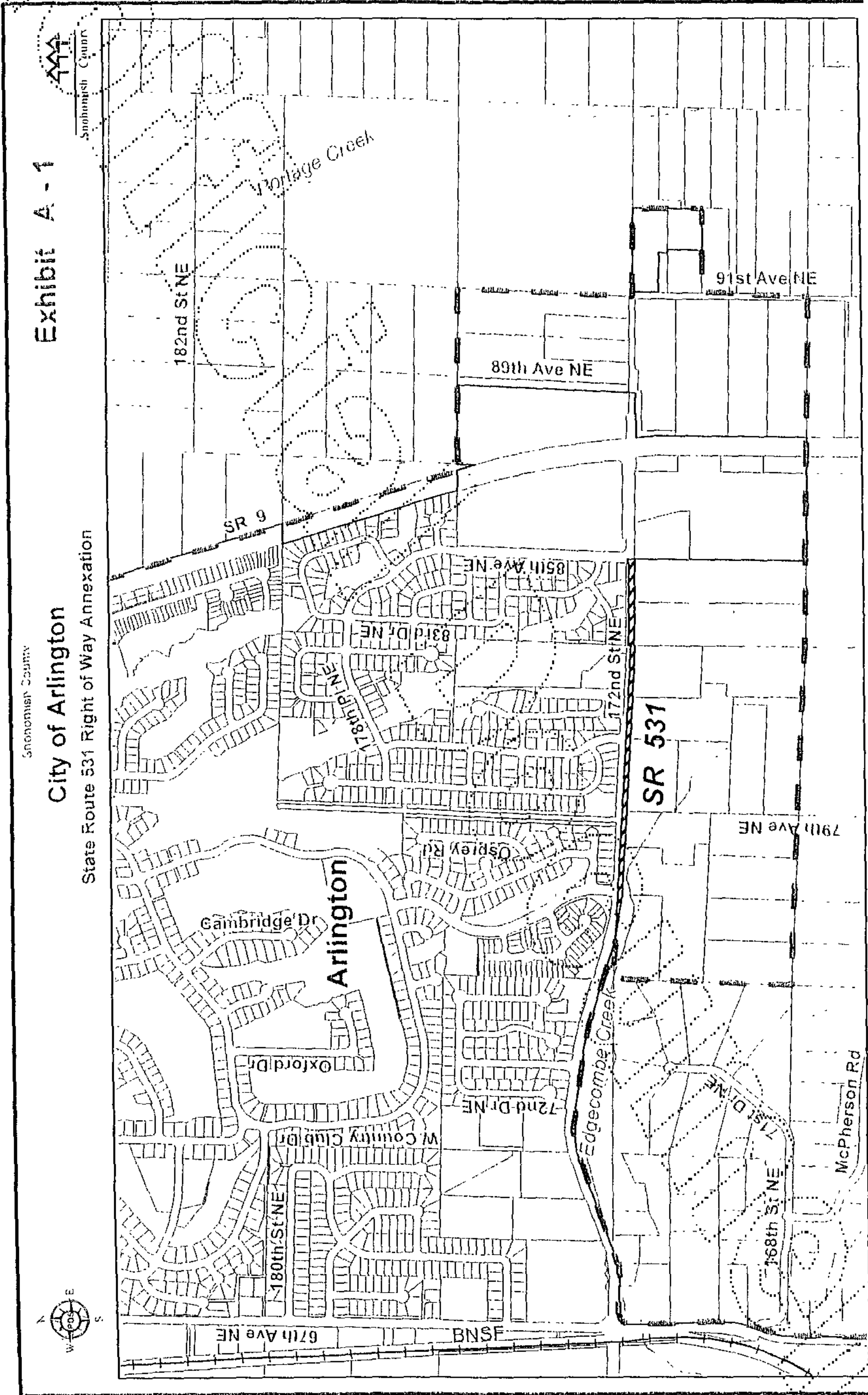
Strombolish County

City of Arlington

State Route 531 Right of Way Annexation



Strombolish County

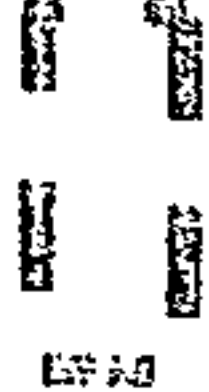




Arlington State Route 531  
Right of Way Annexation



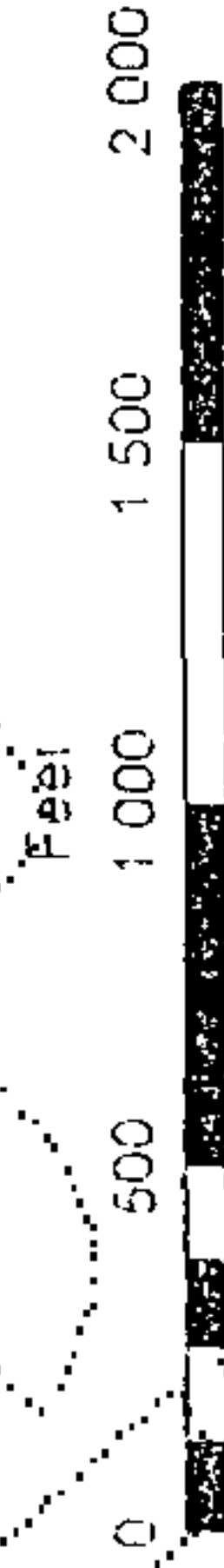
City of Arlington



Urban Growth Area



Assessor Parcels



Produced by Snonomish County Department of Planning and Development Services  
Cartography/GIS

Map Document: (W:\p\g\carto\city\annx\Projects\_2011\Arlington\_Arlington\_Hill-Thom\_annex\_ROW\_SR531\_A-1.mxd) 10/12/2011

All maps, data, and information set forth herein ("Data"), are for illustrative purposes only and are not to be considered an official citation to or representation of the Snonomish County Code, Amendments and Updates to the Data, together with other applicable County Code provisions may apply which are not depicted herein. Snonomish County makes no representation or warranty concerning the content, accuracy, currency, completeness or quality of the Data contained herein and expressly disclaims any warranty of merchantability or fitness for any particular purpose. All persons accessing or otherwise using this Data assume all responsibility for use thereof and agree to hold Snonomish County harmless from and against any damages, loss, claim or liability arising out of any error, defect or omission contained within said Data. Washington State Law Ch. 42.55 RCW, prohibits state and local agencies from providing access to lists of individuals intended for use for commercial purposes and, thus no commercial use may be made of any Data comprising lists of individuals contained herein.



EXHIBIT A-2

All that portion of the Northeast quarter of the Northeast quarter and of the Northwest quarter of the Northeast quarter, all in Section 26, Township 31 North, Range 5 East, W.M., described as follows:

BEGINNING at the Northeast corner of the Northeast quarter of said Section 26; thence N 87° 24' 46" W along the North line of the Northeast quarter of said Section 26 a distance of 2169.62 feet; thence S 76° 29' 49" E a distance of 12.23 feet to the beginning of a tangent curve to the left having a radius of 1530.00 feet; thence along the arc of said curve through a central angle of 10° 54' 57" a distance of 291.49 feet to a point 30.00 feet South of , as measured perpendicular to, the North line of said subdivision; thence S 87° 24' 26" E parallel to said North line a distance of 1869.44 feet to the East line of said subdivision; thence N 0° 24' 10" W a distance of 30.04 feet to the Northeast corner of said subdivision and the TRUE POINT OF BEGINNING.

TOGETHER WITH the North 30.00 feet of the West half of the Northwest quarter of the Northwest quarter of Section 25, Township 31 North, Range 5 East, W.M.

TOGETHER WITH the South 30.00 feet of the West half of the Southwest quarter of the Southwest quarter of Section 24, Township 31 North, Range 5 East, W.M.

All Situate in the County of Snohomish, State of Washington.



9-51-11



Exhibit B - 1

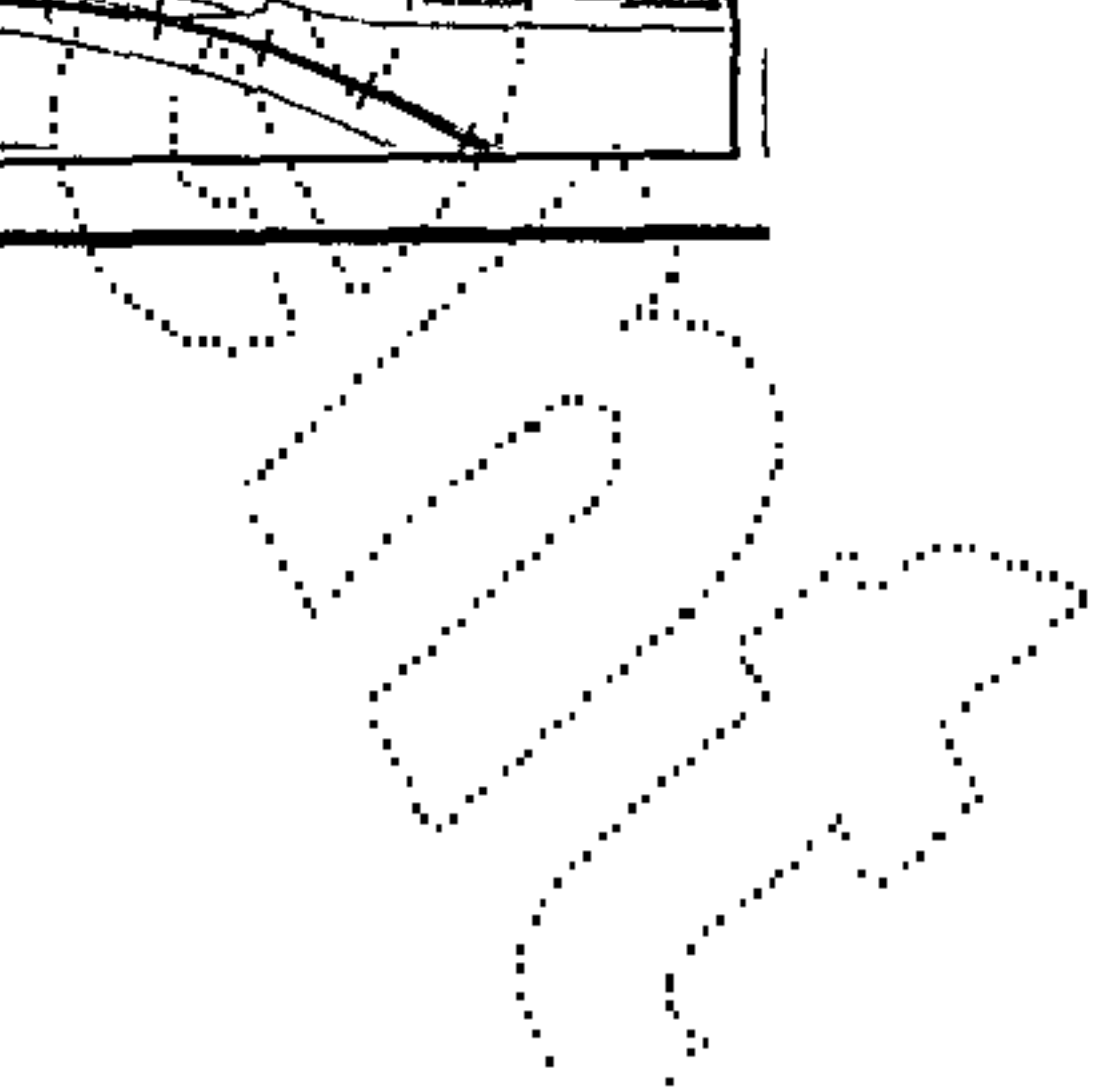
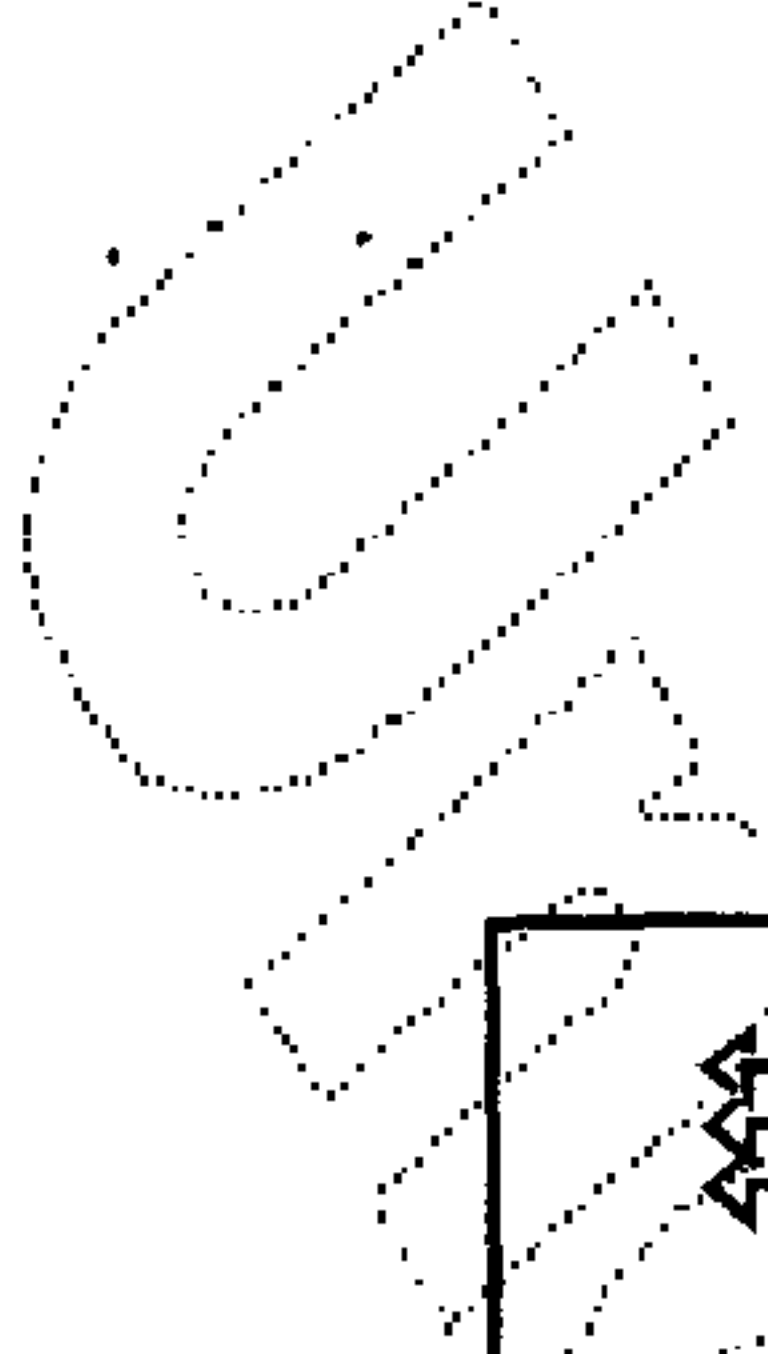
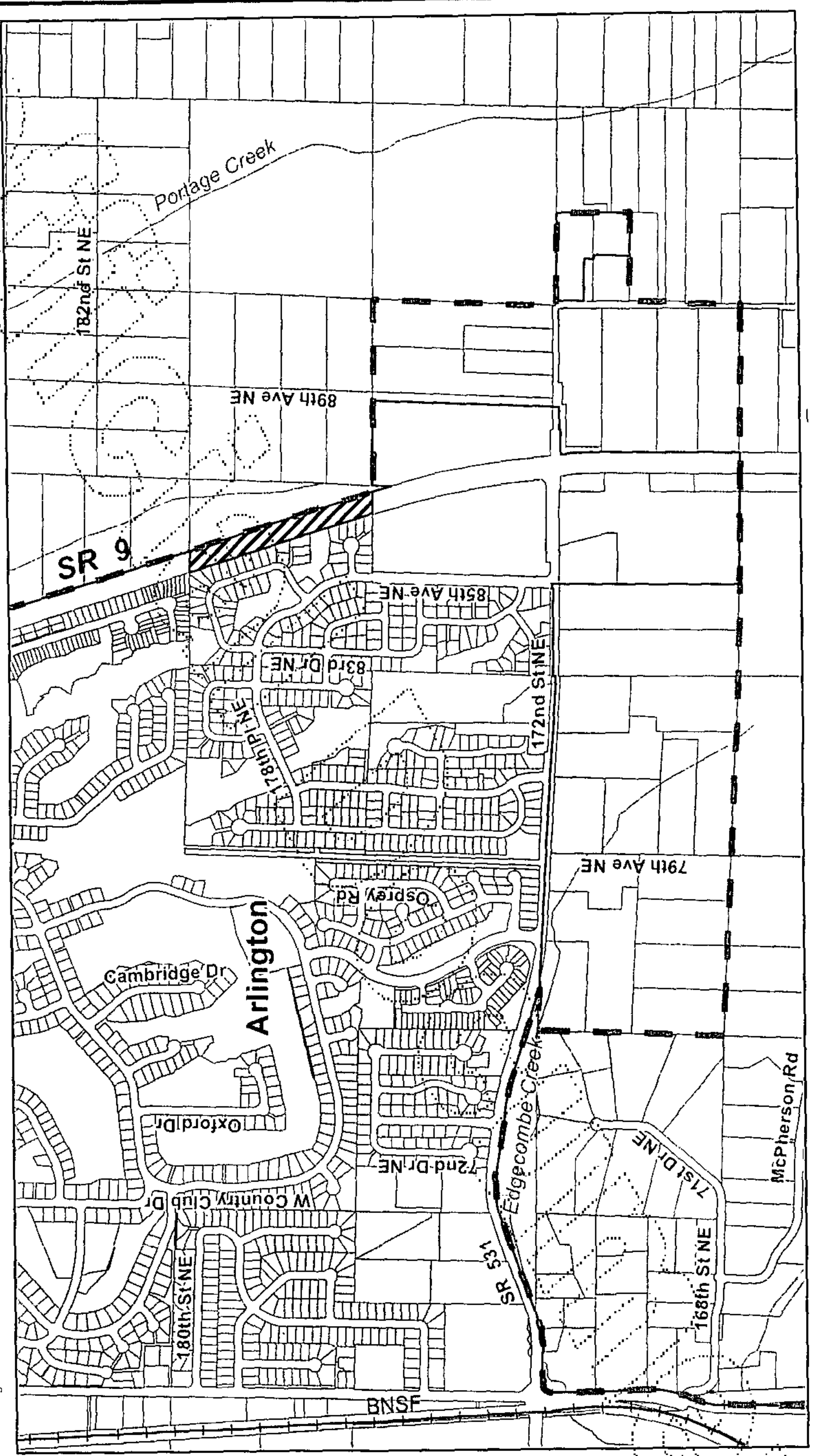
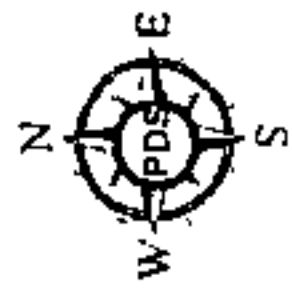
Snohomish County

City of Arlington

State Route 9 Right of Way Annexation

Snohomish County

444



Produced by Snohomish County Department of Planning and Development Services  
Cartography/GIS

Map Document: (W:\plng\carto\city\annx\Projects\_2011)  
Arlington\Arlington\_Hill-Thom\_annex\_ROW\_SR9\_B-1.mxd) 10/12/2011

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Arlington State Route 9

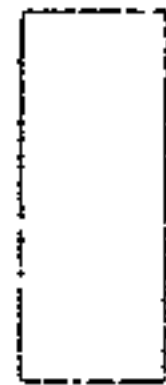


City of Arlington

Right of Way Annexation



Urban Growth Area



Assessor Parcels

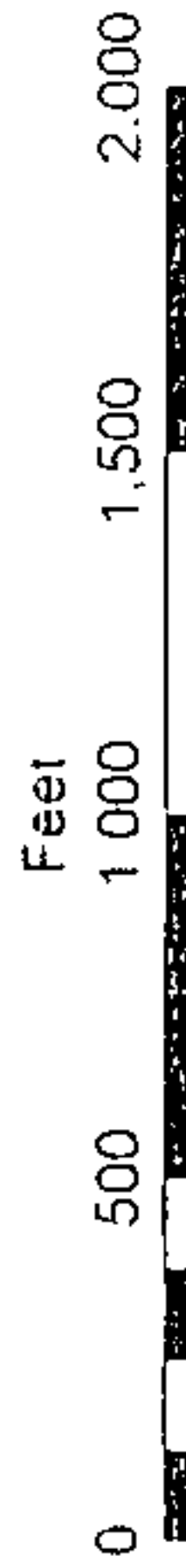


EXHIBIT B-2

All that portion of the Northwest quarter of the Southwest quarter of Section 24, Township 31 North, Range 5 East, W.M., described as follows:

COMMENCING at the Northwest corner of said subdivision; thence S 89° 06' 43" E along the North line thereof a distance of 663.82 feet to a point on the Westerly margin of State Route 9 and the TRUE POINT OF BEGINNING; thence continue S 89° 06' 43" E a distance of 157.85 feet to a point on the Easterly margin of State Route 9, Right-of-Way of State Route 9 being 150.00 feet, thence S 17° 15' 08" E along said Easterly margin a distance of 1295.75 feet to the beginning of a spiral curve to the right where A=1, L=1.0 and DE=0°30'; thence following the chord length S 17° 13' 45" E a distance of 103.09 feet to the South line of the Northwest quarter of the Southwest quarter of said Section 24; thence N 89° 11' 05" W along said South line a distance of 157.76 to the Westerly margin of State Route 9, said point being in a spiral curve; thence N 17° 13' 45" W along the chord of said spiral curve a distance of 54.16 feet; thence N 17° 15' 08" W a distance of 1344.89 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Snohomish, State of Washington.

