

**AGREEMENT FOR CONVEYANCE OF REMNANT PROPERTY  
AND GRANT OF NOISE BERM EASEMENT**

THIS AGREEMENT FOR CONVEYANCE OF REMNANT PROPERTY AND GRANT OF NOISE BERM EASEMENT (this "Agreement") is made and entered into as of this 5<sup>th</sup> day of November, 2014 (the "Effective Date"), by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the Granite Falls School District, a municipal corporation (the "District"). The County and the District are hereinafter sometimes referred to jointly as the "Parties."

**RECITALS**

**A.** The District is the owner of real property located at 1401 – 100<sup>th</sup> Street NE, Granite Falls, Washington, which contains an area of approximately 18,735 square feet, more or less, improved with a noise reduction berm (the "Berm"), and as more particularly described on Exhibit 1 to this Agreement (the "Easement Area"). The Berm was constructed cooperatively by the District and the County in conjunction with the construction of the Granite Falls Alternate Route (the "GFAR") road project and the Granite Falls High School.

**B.** The County is the owner of real property consisting of approximately 20,133 square feet of undeveloped land located proximate to the Easement Area, and as more particularly described on Exhibit 2 to this Agreement (the "Remnant Property"). The Remnant Property was acquired by the County together with acquisition of right of way for GFAR and ultimately was not needed for the project.

**C.** Beginning in 2001, as members of the GFAR Technical Advisory Committee, the District and the County worked cooperatively to complete GFAR. During the design of GFAR, the District requested a berm be used to the West of the Granite Falls High School property, rather than concrete walls, to meet Federal noise mitigation requirements associated with GFAR. The County agreed that construction of such a berm would materially benefit GFAR by reducing project costs associated with removal of excess material and construction of additional concrete noise barriers. The County and the District worked cooperatively to construct said berm utilizing excess materials from construction of Granite Falls High School and GFAR. The berm was predominantly constructed on County-owned Right of Way with a portion extending onto the Easement Area adjacent to the District's High School construction project.

**D.** The County wishes to obtain an easement over the Easement Area for purposes of maintaining the Berm. The District desires to grant the County an easement over the Easement Area for this purpose.

**E.** The District wishes to acquire the Remnant Property. The County desires to convey the Remnant Property to the District in exchange for an easement over the Easement Area, as the Remnant Property is located between a large concrete noise barrier constructed for GFAR and District property, is accessible only through District property and would be difficult for the County to maintain.

## AGREEMENT

NOW, THEREFORE, for and in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Conveyance of the Remnant Property.** The County hereby agrees to convey to the District, and the District agrees to accept from the County, the Remnant Property and all rights appurtenant thereto, under the terms and conditions specified in this Agreement. The conveyance of the Remnant Property shall be accomplished by Quit Claim Deed in substantially the form attached hereto as Exhibit 3, executed and acknowledged no later than thirty (30) days after the Effective Date of this Agreement.

2. **Grant of Easement over Easement Area.** The District hereby agrees to grant the County, and the County agrees to accept from the District, an easement over the Easement Area, under the terms and conditions specified in this Agreement. The easement over the Easement Area shall be accomplished by Noise Reduction Facility Easement in substantially the form attached hereto as Exhibit 4, executed and acknowledged no later than thirty (30) days after the Effective Date of this Agreement.

3. **Consideration.** The Parties have evaluated the property interests being exchanged in this Agreement, including the mutual benefits derived from construction of the Berm, the similarity in area, location and characteristics of the properties to be exchanged and relief of the County's ongoing maintenance responsibility for the Remnant Properties, and have determined them to be of equivalent value. The exchange of the Remnant Property for the easement over the Easement Area, along with the Parties respective performance of the terms and conditions of this Agreement, is the full and complete consideration to be exchanged by the Parties. No further or additional consideration will be exchanged.

4. **Possession of Remnant Property.** The District shall have possession of the Remnant Property upon recording of the Quit Claim Deed described in Section 1 above.

5. **Representations and Warranties.**

5.1 **County's Representations and Warranties.** The County covenants, represents and warrants the following:

(a) The County is a political subdivision of the State of Washington, duly organized, validly existing and in good standing under the laws of the State of Washington, has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations under this Agreement and the transactions contemplated hereby;

(b) The County will timely perform all of its obligations required by the terms of this Agreement to be performed by the County;

(c) There is no litigation, action, proceeding or investigation pending or

threatened against the County that could prevent or impair the County's obligations hereunder; and

(d) The County has not received any written notice of, and the County has no knowledge of, any written notice from any governmental authority alleging any uncured existing violation of any applicable governmental laws, statutes, ordinances, rules, codes, regulations or orders affecting the Remnant Property.

5.2 District's Representations and Warranties. The District covenants, represents and warrants the following:

(a) The District is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Washington, has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations under this Agreement and the transactions contemplated hereby;

(b) The District will timely perform all of its obligations required by the terms of this Agreement to be performed by the District;

(c) There is no litigation, action, proceeding or investigation pending or threatened against the District that could prevent or impair the District's obligations hereunder; and

(d) The District has not received any written notice of, and the District has no knowledge of, any written notice from any governmental authority alleging any uncured existing violation of any applicable governmental laws, statutes, ordinances, rules, codes, regulations or orders affecting the Easement Area.

5.3 As-Is Exchange; Disclaimer of Warranties by County. The District acknowledges and agrees that the County will convey the Remnant Property "as-is, where-is," with all faults and defects, latent and apparent. Subject to the County's express representations, warranties, covenants and obligations under this Agreement, **THE DISTRICT IS NOT RELYING ON, AND HEREBY WAIVES WARRANTY OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM THE COUNTY WITH RESPECT TO ANY MATTERS CONCERNING THE REMNANT PROPERTY** including, but not limited to the physical condition of the Remnant Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Remnant Property with laws, statutes, ordinances, decrees, regulations and other requirements; the presence of any hazardous substances, wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, or under the Remnant Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Remnant Property; the condition of title to the Remnant Property, and permits, orders, or other agreements, affecting the Remnant Property.

5.4 As-Is Exchange; Disclaimer of Warranties by the District. The County acknowledges and agrees that the District will grant the easement over the Easement Area “as-is, where-is,” with all faults and defects, latent and apparent. Subject to the District’s express representations, warranties, covenants and obligations under this Agreement, **THE COUNTY IS NOT RELYING ON, AND HEREBY WAIVES WARRANTY OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM THE DISTRICT WITH RESPECT TO ANY MATTERS CONCERNING THE EASEMENT AREA** including, but not limited to the physical condition of the Easement Area; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Easement Area with laws, statutes, ordinances, decrees, regulations and other requirements; the presence of any hazardous substances, wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, or under the Easement Area; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Easement Area; the condition of title to the Easement Area, and permits, orders, or other agreements, affecting the Easement Area.

## **6. Indemnification.**

6.1 Immunity Under Applicable Law. Nothing in this Section 6 shall limit the ability of the Parties to avail themselves of the protection offered by any applicable law affording immunity, including, to the extent applicable, RCW 4.24.210, or any successor statute.

6.2 Indemnification by District. Subject to and without in any way limiting the provisions of Section 5 of this Agreement, the the District shall indemnify, defend and hold the County, its successors and assigns, harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties and/or charges, including, without limitation, reasonable attorneys’ fees and disbursements, suffered or incurred by reason of (i) the breach of any representation, warranty or agreement of the District set forth in this Agreement; (ii) the failure of the District to perform any obligation required to be performed by it under this Agreement; (iii) any liabilities arising out of the ownership, maintenance and/or operation of the Easement Area by the District or of the Remnant Property following the conveyance described in Section 1; or (iv) any accidents, damages or injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the District, its agents and employees. The District upon notice from the County shall defend any such claim at its expense and with counsel reasonably satisfactory to the County. This indemnification is intended for the sole benefit of the County and shall not inure to the benefit of any third party.

6.3 Indemnification by County. Subject to and without in any way limiting the provisions of Section 5 of this Agreement, the County shall indemnify, defend and hold the District, its successors and assigns, harmless from and against all liabilities, suits, losses, costs, damages, claims, expenses, penalties and/or charges, including, without limitation, reasonable attorneys’ fees and disbursements, suffered or incurred by reason of (i) the breach of any

representation, warranty or agreement of the County set forth in this Agreement; (ii) the failure of the County to perform any obligation required to be performed by it under this Agreement; (iii) any liabilities arising out of the ownership, maintenance and/or operation of the Remnant Property by the County prior to the conveyance described in Section 1 or arising out of the maintenance and/or operation after the grant of easement described in Section 2; or (iv) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the County, its agents and employees, that occur after closing. The County upon notice from the District shall defend any such claim at its expense and with counsel reasonably satisfactory to the District. This indemnification is intended for the sole benefit of the District and shall not inure to the benefit of any third party.

6.4 Waiver of Immunity. Solely to give full force and effect to the indemnities contained herein and not for the benefit of any third party, each Party specifically and expressly waives any immunity it may have under Washington State Industrial Act, RCW Title 51, and acknowledges that this waiver was mutually negotiated by the parties herein. This provision shall not be interpreted or construed as a waiver of any party's right to assert such immunity, defense or protection directly against any of its own employees. In no event shall either party's indemnification obligations under this Agreement be limited to the extent of any insurance available to or provided by the obligated party.

7. **Closing Costs.** The County shall bear the costs of any fees or other closing costs incidental to the grant of the easement over the Easement Area and conveyance of of the Remnant Property.

8. **Risk of Loss.** In the event of material loss of or damage to the Remnant Property or Easement Area prior to any covenant or grant, respectively, either Party may terminate this Agreement by giving written notice of termination to the other Party.

9. **Default and Remedies.** If there is an event of default under this Agreement by either Party, the non-defaulting Party will be entitled (i) to seek specific performance of the defaulting Party's obligations under this Agreement or (ii) to terminate this Agreement by written notice to the defaulting Party. If the non-defaulting Party elects to terminate this Agreement, neither Party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement.

10. **Notices.** All notices to be given by each Party to the other pursuant to this Agreement shall be delivered in person, by facsimile or deposited in the United States mail, properly addressed, postage fully prepaid, for delivery by certified or registered mail, return receipt requested. Notices given by personal delivery or facsimile shall be deemed effective upon receipt (provided notice by facsimile is on a business day and receipt is acknowledged); notices given by mail shall be deemed effective on the third business day after deposit. Notices may be given at the following addresses and facsimile numbers, until further notice by either party:

If to the District:	Mike Sullivan, Director of Business Operations
	Granite Falls School District
	Administration Office

205 N. Alder Avenue  
Granite Falls, WA 98252

If to the County: Owen Carter, County Engineer  
Snohomish County, DPW  
3000 Rockefeller Avenue, M/S 607  
Everett, WA 98201

## **11. Miscellaneous.**

11.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect.

11.2 Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

11.3 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

11.4 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

11.5 Legislative Approval. The parties' performances under this Agreement are contingent on approval of this Agreement by each party's respective legislative body and in accordance with applicable law.

11.6 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign this Agreement.

11.7 Modification or Amendment. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the Parties hereto.

11.8 No Waiver. No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

11.9 No Third Party Beneficiaries. This Agreement is made for the exclusive benefit of the Parties hereto. There are no third party beneficiaries to this Agreement.

11.10 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

11.11 No Brokers. The District and the County each hereby represents, warrants to and agrees with the other that it has not had any contact or dealings regarding this Agreement, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase and sale contemplated by this Agreement. If any broker or finder perfects a claim for a commission or finder's fee based on any other contract, dealings or communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend and hold harmless the other party from and against any liability, cost or damages (including attorneys' fees and costs) arising out of that claim. The provisions of this Section 11.11 shall survive the termination of this Agreement.

11.12 No Merger. The terms and provisions of this Agreement shall not merge into, but shall survive, the transactions contemplated by this Agreement.

11.13 Time of the Essence. Time is of the essence of each and every provision of this Agreement. The Parties agree that strict compliance by both of them is required with respect to any date set forth in this Agreement.

1.14 Exhibits. The following Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement:

- EXHIBIT 1 - Legal Description of the Easement Area
- EXHIBIT 2 - Legal Description of the Remnant Property
- EXHIBIT 3 - Form of Quit Claim Deed
- EXHIBIT 4 - Form of Noise Reduction Facility Easement

11.15 Computation of Time. Except where expressly provided to the contrary, as used in this Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in this Agreement, the term "Business Day" shall mean a day that is not a Saturday, Sunday

or a legal holiday.

11.16 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

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


**COUNTY:**

Snohomish County, a political subdivision  
of the State of Washington

**DISTRICT:**

Granite Falls School District, a municipal  
corporation

By  11/5/14  
Name: STEPHEN CLIFTON  
Title: Executive Director

By   
Name: Linda R. Hall  
Title: Superintendent

Approved as to Form:

 9/20/14  
Deputy Prosecuting Attorney

Approved as to Form:

\_\_\_\_\_  
District Attorney

COUNCIL USE ONLY	
Approved:	<u>11-4-14</u>
Docfile:	<u>D-7</u>

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**Exhibit 1 – Legal Description of Easement Area**  
(3 pages excluding cover page)

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Granite Falls Alternate Route  
Survey 3800, RC 1112  
(Granite Falls School Dist. No. 332)  
Aug. 14, 2013

## EXHIBIT "A"

### Parcel 008 (Existing): (See Exhibit B)

The east half as measured along the north and south lines of the following described parcel:

The west 824.44 feet of the south half of the northwest quarter of Section 13, Township 30 North, Range 6 East, W.M., in Snohomish County, Washington;

Except that portion thereof, lying within the following described parcel:

**Commencing** at the west quarter corner of Section 13, Township 30 North, Range 6 East, W.M., in Snohomish County, Washington;

Thence N01°57'23"W, along the west line of the northwest quarter of Section 13, a distance of 1320.00 feet, to the **TRUE POINT OF BEGINNING (TPOB)**;

Thence S89°50'52"E, a distance of 825.00 feet; Thence N01°57'23"W, parallel with the west line of the northwest quarter of said Section 13, a distance of 80.91 feet, to a point on the north line of the southwest quarter of the northwest quarter of said Section 13;

Thence S88°49'06"W, along said north line, a distance of 824.52 feet, to the northwest corner of the southwest quarter of the northwest quarter of said Section 13;

Thence S01°57'23"E, along the west line of the northwest quarter of said Section 13, a distance of 61.70 feet, to the **TPOB**;

Except that portion of said parcel for right-of-way by deed recorded under Snohomish County Auditor's File number 200505310913;

And also Except that portion of said parcel lying northwesterly of said right-of-way by deed recorded under Snohomish County Auditor's File number 201305070664;

Except Roads.

Situate in the County of Snohomish, State of Washington.

Continued on Sheet 2

Easement Area:

All that portion of the east half, as measured along the north and south lines, of the west 824.44 feet of the south half of the northwest quarter of Section 13, Township 30 North, Range 6 East, W.M., in Snohomish County, Washington, being more particularly described as follows:

Commencing at the west quarter corner of said Section 13;

Thence N89°21'48"E along the south line of the northwest quarter of said Section 13, a distance of 412.22 feet to the west line of the east half of said subdivision;

Thence N00°32'21"W along said west line, a distance of 1104.50 feet to the southerly margin of deeded right-of-way recorded under Snohomish County Auditor's File Number 200505310913, and the **TRUE POINT OF BEGINNING (TPOB)**, and the beginning of a non-tangent 1020.00 foot radius curve to the right, from which the radius point bears S44°28'43"E;

Thence northeasterly along the curve of said southerly margin, through a central angle of 8°08'18", an arc distance of 144.88 feet;

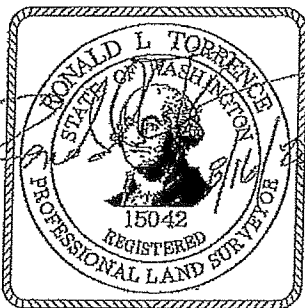
Thence S36°20'25"E, a distance of 65.00 feet;

Thence S32°59'14"W, a distance of 270.00 feet to the west line of the east half of aforesaid subdivision;

Thence N00°32'21"W along said west line, a distance of 185.00 feet to the **TPOB**.

Containing an area of 18,735 square feet, more or less.

Situate in the County of Snohomish, State of Washington.



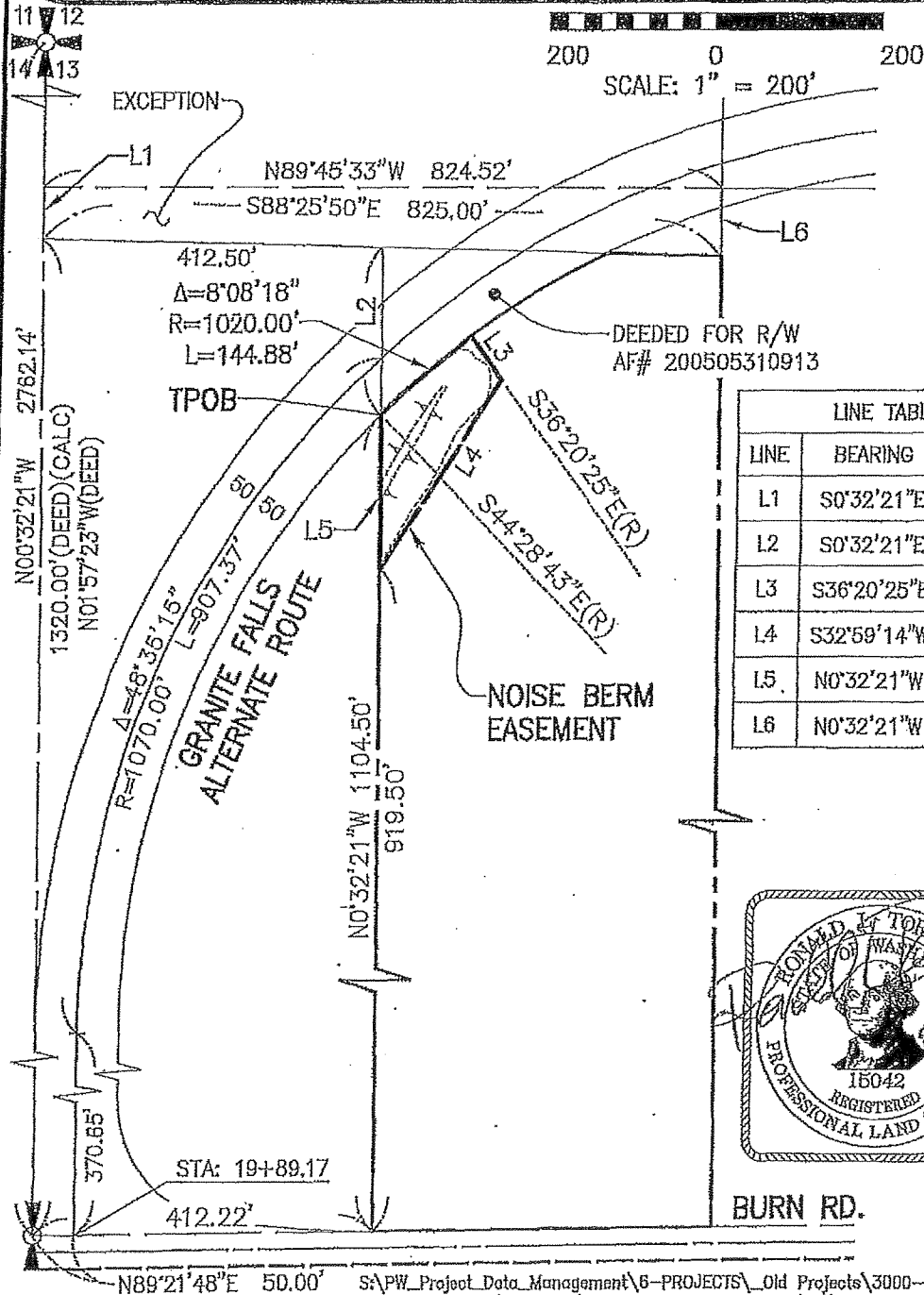
# EXHIBIT B

GRANITE FALLS BYPASS ROUTE

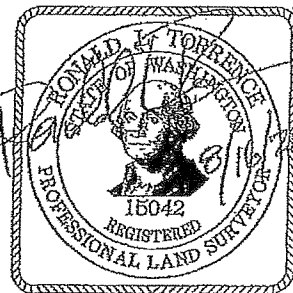
SN 3800/RC 1112

SHEET 1 of 1

SEC. 13, T.30 N., R.6 E., W.M.



LINE TABLE		
LINE	BEARING	DIST.
L1	S0°32'21"E	61.07
L2	S0°32'21"E	199.62
L3	S36°20'25"E	65.00
L4	S32°59'14"W	270.00
L5	N0°32'21"W	185.00
L6	N0°32'21"W	80.20



## **Exhibit 2 – Legal Description of the Remnant Property**

(4 pages excluding cover page)

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Granite Falls Alternate Route  
Survey 3800, RC 1112  
Parcel 009 (Remnant)  
January 7, 2013

## EXHIBIT "A"

Remnant: (See exhibit B)

That portion of Lot 1, Snohomish County Short Plat revised and recorded under Auditor's File No. 8710010319, Records of Snohomish County, Washington, being more particularly described as follows:

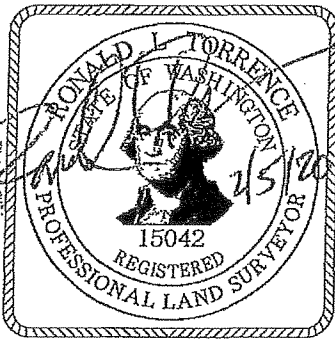
**Beginning** at the southeast corner of said Lot 1;

Thence N88°25'50"W along the south line of said Lot 1, a distance of 136.66 feet to the southerly right of way line of that County Road known as Granite Falls Alternate Route and a point on a non-tangent 1020.00 foot radius curve to the right from which the radius point bears S17°22'58"E;

Thence northeasterly along said curve to the right through a central angle of 08°13'18", an arc distance of 146.36 feet to the east line of said Lot 1;

Thence S00°32'21"E along the east line of said Lot 1, a distance of 57.33 feet to and the **Point of Beginning.**

Containing 4,170 square feet more or less.



# EXHIBIT B

GRANITE FALLS BYPASS ROUTE  
SN 3800/ RC 1112

PAGE 2 OF 2



SEC. 13, TWP. 30N, R. 06 E, W.M.



LOT 1  
SP 355 (12-86)  
AF#8710010319

S88°25'50"E  
688.34'

GRANITE FALLS  
ALTERNATE  
ROUTE C

POB

S17°22'58"E(R)

EAST LINE  
OF WEST  
824.44'  
OF NE ¼



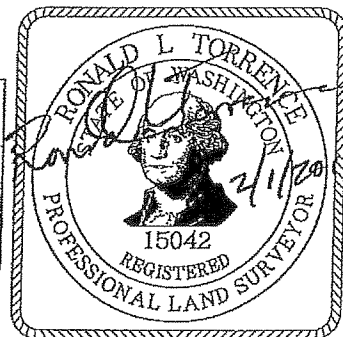
200 0 200  
SCALE: 1" = 200'

Parcel Line Table

Line #	Length	Direction
L1	136.66	N88°25'50"W
L2	57.33	S0°32'21"E

Curve Table

Curve #	Length	Radius	Delta
C1	146.36	1020.00	8°13'18"



Granite Falls Alternate Route  
Survey 3800, RC 1112  
Parcel 014 (Remnant)  
January 25, 2013

## EXHIBIT "A"

**Remnant:** (See Exhibit B)

That portion of Lot 2, Snohomish County Short Plat Number SP 257 (8-83), recorded under Auditor's File Number 8407250190 Records of Snohomish County, Washington, being also portion of the northeast quarter of the northwest quarter of Section 13, Township 30 North, Range 6 East W.M., described as follows:

**Beginning** at the southeast corner of said Lot 2;

Thence N89°45'33"W along the south line thereof, a distance of 244.13 feet to the southwest corner of said Lot 2;

Thence N00°34'58"W along the west line of said Lot 2, a distance of 36.97 feet to the southerly margin of that County Road known as Granite Falls Alternate Route and a point on a non tangent 1120.00 foot radius curve to the left, from which the radius point bears N08°08'26"W;

Thence easterly along the arc of said curve and said southerly margin through a central angle of 8°24'07", an arc distance of 164.24 feet to a point of tangency;

Thence N73°27'27"E, a distance of 94.95 feet to the east line of the west half of the northeast quarter of the northwest quarter said Section 13;

Thence S00°36'18"E along said east line, a distance of 46.80 feet;

Thence S73°27'27"W, a distance of 8.18 feet;

Thence S00°36'18"E, a distance of 50.98 feet to the **Point of Beginning**.

Containing 15,963 square feet, more or less..





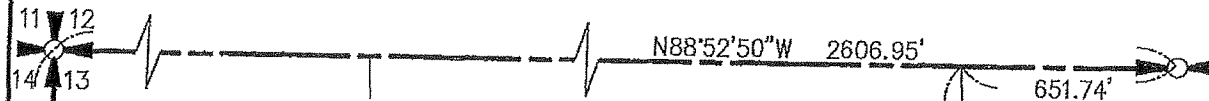
# EXHIBIT B

GRANITE FALLS ALTERNATE ROUTE  
SN 3800/ RC 1112

PAGE 2 OF 2



SEC. 13, TWP. 30 N, R. 06 E, W.M.



ENGBRETSSEN RD.

Parcel Line Table		
Line #	Length	Direction
L1	244.13	N89°45'33"W
L2	36.97	N0°34'58"W
L3	94.95	N73°27'27"E
L4	46.80	S0°36'18"E
L5	8.18	S73°27'27"W
L6	50.98	S0°36'18"E

Curve Table			
Curve #	Length	Radius	Delta
C1	164.24	1120.00	8°24'07"

N00°32'21"W 2762.14'

E. LINE,  
W. 1/2,  
NE 1/4,  
NW 1/4



LOT 2  
SP 257 (8-83)  
AF# 8407250190

GRANITE FALLS  
ALTERNATE ROUTE



SCALE: 1" = 200'

L1  
POB



### **Exhibit 3 – Form of Quit Claim Deed**

(2 pages excluding cover page)

*[The remainder of this page is intentionally left blank]*

When recorded return to:

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

## QUIT CLAIM DEED

**Reference #:**

**Grantor:**

Snohomish County, a political subdivision of  
the State of Washington

**Grantee:**

Granite Falls School District, a municipal corporation

**Legal Description:**

**Assessor's Tax Parcel ID #:**

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

DATED \_\_\_\_\_, 2014.

SNOHOMISH COUNTY, a political  
subdivision of the State of Washington

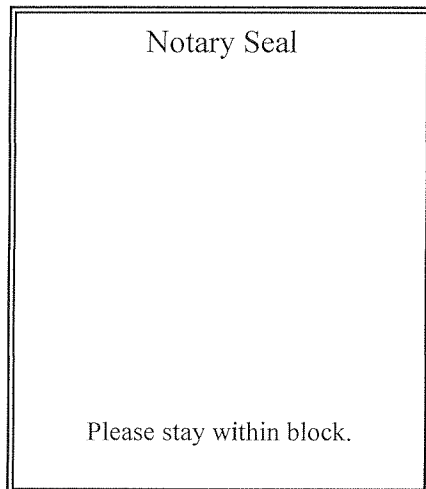
\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

STATE OF WASHINGTON                    )  
  : §  
COUNTY OF SNOHOMISH                )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared \_\_\_\_\_, to me known to be the Executive of Snohomish County, a political subdivision of the State of Washington, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_ was duly elected, qualified and acting as said officer or member of the political subdivision, and that \_\_\_\_ was authorized to execute said instrument on behalf of said political subdivision.

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



Signature: \_\_\_\_\_

Notary (print name) \_\_\_\_\_

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

My commission expires \_\_\_\_\_

**Exhibit 4 – Form of Noise Reduction Easement**  
(4 pages excluding cover page)

*[The remainder of this page is intentionally left blank]*

After recording return document to:

Snohomish County Public Works  
Attn: Brian Parry  
Administrative Operations M/S 607  
3000 Rockefeller Ave  
Everett WA 98201-4046

## **NOISE REDUCTION FACILITY EASEMENT**

*Reference Number: n/a*

*Grantor: Granite Falls School District*

*Grantee: Snohomish County*

*Legal Description: PTN of NW 1/4, Section 13, Township 30 N, Range 6 EWM*

*Assessor's Tax Parcel Number: 30061300203500*

THIS NOISE REDUCTION FACILITY EASEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Granite Falls School District, a municipal corporation (hereinafter the "District" or "Grantor") and Snohomish County, a political subdivision of Washington State (hereinafter the "County" or "Grantee").

### **RECITALS**

A. Grantor is the sole owner in fee simple of the property ("Easement Area") as described in Exhibits A and B attached hereto and incorporated herein by this reference, which consists of 18,735 square feet more or less, located on tax parcel no. 30061300203500, Snohomish County, Washington.

B. The location of said Easement Area is shown on the as-acquired right-of-way plan for the Granite Falls Alternate Route, on file with the Snohomish County Engineer, under Survey No. 3800.

C. A Noise Reduction Facility (the "Berm") was constructed on the Easement Area to an elevation of 355 feet with the effect of providing a 9 dBA reduction in noise in conjunction with construction of the Granite Falls Alternate Route Road Project (the "GFAR Road Project").

D. The Grantee is desirous of acquiring certain rights and privileges across, over, under and upon the Easement Area.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein and other good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**I. Grant.** Grantor hereby grants to the Grantee, its successors and assigns, agents, and contractors, a nonexclusive perpetual right, privilege, and authority to construct, monitor, maintain, repair, replace, and inspect the Berm (the "Easement"), running with the land, over, under, across and through the Easement Area, as described in Exhibits A and B attached hereto and incorporated herein by this reference, for the purpose of complying with all requirements of the above referenced GFAR Road Project.

**II. Purpose.** The purpose of the Easement is to reduce noise impacts associated with the GFAR Road Project. Grantor intends that said Easement will confine the use of, or activity on, the Easement Area to such uses and activities that are consistent with this purpose.

**III. Grantee Rights.** Grantor hereby conveys to Grantee all rights necessary to accomplish the purpose of this Easement, including, without limitation, rights of ingress and egress to the Easement and the Easement Area at any time for the purposes of performing construction, monitoring, maintenance, repair, replacement or inspection (the "Permitted Uses") of the Berm. Grantor and Grantee intend that Grantor have the right to perform maintenance up to and including alteration of the footprint of the Berm within the Easement Area, provided that Grantor agrees not to modify the Berm in a manner that lowers the peak elevation of the Berm nor reduces its noise reduction properties below the standard to which it was originally constructed. All work in making improvements to the Berm shall be performed by licensed and bonded contractor(s), performed in accordance with the standards of practice for the jurisdiction in which the work is to be performed. The Easement includes the right to bring onto those portions of the Easement Area such equipment, materials, tools, machinery, supplies, and other tangible personal property as may be reasonably necessary to facilitate the Permitted Uses of the Easement. Any personal property brought onto the Easement Area by the Grantee pursuant to the preceding sentence may be temporarily stored outside of the Easement Area as and to the extent reasonably necessary or convenient to facilitate the Permitted Uses. In the event that Grantor, or its agents, guests, or other invitees, damage or disturb the Berm so as to lower its elevation or reduce its noise reduction properties, the Grantor shall be responsible to restore the Berm and the Easement immediately to a condition which is substantially similar to the condition of the Berm and the Easement prior to the damage.

**IV. Hold Harmless.** Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for damages suffered by any person or property which may be caused by Grantee's negligent exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any damages resulting from injuries to any person or property caused in part or in whole to the extent the damages are caused by the acts or omissions of Grantor.

**V. Term.** The obligations and burdens described herein are intended to touch and concern the real property described in Exhibits A and B of this Agreement, and shall run with the Easement and Easement Area and be binding on Grantor's successors and assigns in title. The rights and benefits of this Agreement shall be held by the Grantee in its governmental capacity as

an appurtenance to the GFAR Road Project improvements. The Grantee may exercise and enforce any one or more of those rights and benefits on behalf of the public.

**VI. Acceptance.** It is understood that the delivery of this Easement is tendered and that the terms and obligations hereof shall not become binding upon the County of Snohomish, State of Washington, unless and until accepted and approved by the Snohomish County Director of Public Works or County Engineer.

**VII. Entire Agreement.** This Easement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein.

**VIII. Applicable Law.** This Easement is executed under and shall be construed in accordance with the laws of the State of Washington.

**IX. Amendment.** This Easement may not be modified or amended in any manner except by a written instrument executed and acknowledged by the Parties hereto or their successors or assigns, recorded with the Snohomish County Auditor.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GRANITE FALLS SCHOOL DISTRICT,  
GRANTOR

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

Easement Accepted and Acknowledged:

Approval Rec'm

COUNTY OF SNOHOMISH

\_\_\_\_\_  
Steve Dickson, Special Projects Manager

By: \_\_\_\_\_  
Owen Carter, P.E., County Engineer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form only:



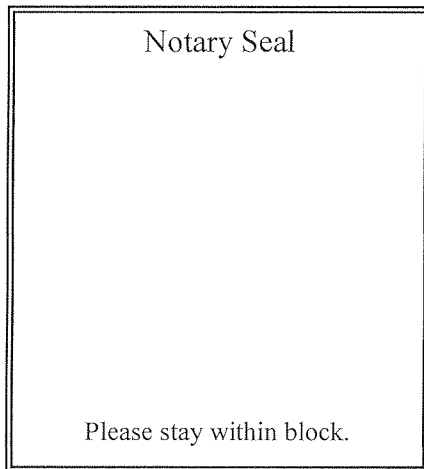
\_\_\_\_\_  
Deputy Prosecuting Attorney

Date: \_\_\_\_\_

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COUNTY OF SNOHOMISH            )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the Granite Falls School District, a municipal corporation, that executed the foregoing instrument, and acknowledged 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 \_\_\_\_\_ was duly elected, qualified and acting as said officer or member of the municipal corporation, and that \_\_\_\_\_ was authorized to execute said instrument on behalf of said municipal corporation.

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



Signature: \_\_\_\_\_

Notary (print name) \_\_\_\_\_

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

My commission expires \_\_\_\_\_