

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GRANITE FALLS
AND SNOHOMISH COUNTY RELATING TO THE ANNEXATION OF CERTAIN
UNINCORPORATED PUBLIC RIGHTS-OF-WAY UNDER RCW 35A.21.210**

1. PARTIES

This Interlocal Agreement Between the City of Granite Falls and Snohomish County Relating to the Annexation of Certain Unincorporated Public Rights-of-Way in Snohomish County under RCW 35A.21.210 (this "Agreement") is made by and between the City of Granite Falls, 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 35A.21.210. 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 portions of unincorporated public rights-of-way located within the Granite Falls Urban Growth Area (the "Annexation Areas") as described and depicted on Exhibits A-1 and A-2, Exhibits B-1 and B-2, and Exhibits C-1 and C-2 to this Agreement. The City's annexation of the Annexation Areas will be accomplished under RCW 35A.21.210 and will be referred to in this Agreement as the "Annexation."

3. REVISED BOUNDARY LINE

- 3.1 State Route 92/West Stanley Street Right-of-Way. The City boundary established through this Agreement between the State Route 92 Granite Falls Alternate Route roundabout to the west and the current City boundary to the east shall be relocated to the south side of State Route 92/West Stanley Street right-of-way along the line legally described in Exhibit A-1 and shown in Exhibit A-2.
- 3.2 Jordan Road Right-of-Way. That remnant portion of unincorporated Jordan Road right-of-way located south of the Granite Falls Alternate Route and legally described in Exhibit B-1 and shown in Exhibit B-2 shall by this Agreement be included within the corporate limits of the City.

- 3.3 Portage Avenue Right-of-Way. That remnant portion of unincorporated Portage Avenue right-of-way that is surrounded by the City as legally described in Exhibit C-1 and shown in Exhibit C-2 shall by this Agreement be included within the corporate limits of the City so that there will be no remaining portion of unincorporated road right-of-way contiguous to this annexation area.

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 Granite Falls and Snohomish County Concerning Annexation and Urban Development Within the Granite Falls Urban Growth Area, having an effective date of December 5, 2007, and recorded under Auditor's File # 200801030530 (the "Master Annexation ILA"). 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 9.3 (Drainage Needs Report Cost Recovery); Section 13 (Addenda and Amendments); Section 18 (Effective Date, Duration and Termination); and Section 26 (Administrators and Contacts for Agreement).

5. COMPLIANCE WITH NPDES MUNICIPAL STORMWATER PERMIT

The parties acknowledge that upon the effective date of any annexation of the Annexation Areas, the area so annexed will become subject to the requirements of the City's Phase II National Pollutant Discharge Elimination System Municipal Stormwater Permit (City's Phase II NPDES Permit), and will no longer be subject to the requirements of the County's Phase I NPDES Municipal Stormwater Permit. Notwithstanding the County's continued provision of stormwater management services in such annexed area pursuant to Section 9.2 of the Master Annexation ILA, the City expressly acknowledges, understands and agrees that from and after the effective date of such annexation (i) the City shall be solely responsible for ensuring the requirements of the City's Phase II NPDES Permit are met with respect to the Annexation Areas, and (ii) any stormwater management services the County continues to provide in the Annexation Areas pursuant to Section 9.2 of the Master Annexation ILA will not be designed or intended to ensure or guarantee compliance with the requirements of the City's Phase II NPDES Permit.

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 regarding (i) the annexation by the City of territory other than the Annexation Areas, or (ii) 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. EFFECTIVE DATE, DURATION AND TERMINATION

- 9.1 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.
- 9.2 Duration. This Agreement shall terminate upon the earlier of: (1) the Parties taking legislative action to complete the last of the three annexations contemplated in this Agreement; or (2) January 1, 2020.
- 9.3 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.

10. 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.

11. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Darla Reese, City Clerk
City of Granite Falls

206 S. Granite Ave./P.O. Box 1440
Granite Falls, WA 98252
(360) 691-6441

Frank Slusser, Senior Planner
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 9 day of January 2015.

CITY OF Granite Falls
BY:


Joshua Golston
Mayor

Date: 11/19/2014

SNOHOMISH COUNTY
BY:


John Lovick
County Executive

Date: 1-9-15

ATTEST:


Darla Reese, CMC
City Clerk

ATTEST:


Clerk of the County Council, ASST.

Approved as to form:
Office of the City Attorney


Thomas Graafstra
Attorney for the City of Granite Falls

Approved as to form:
Snohomish County Prosecutor

 12/2/14
Deputy Prosecuting Attorney for
Snohomish County

EXHIBIT 'A-1'

City of Granite Falls

SR 92 R/W Annexation

That portion of the Northwest Quarter of the Southwest Quarter of Section 13, Township 30 North, Range 6 East, W.M., as shown on Exhibit 'A-2' incorporated herein by reference to and said portion further described as follows:

COMMENCING at the Southwest corner of the Southwest Quarter of said Section 13;

THENCE North 89°33'04" East along the South line of the Southwest Quarter of said Section 13, 530.12 feet, more or less, to a line parallel with and 530 feet East of the West line of said Southwest Quarter;

THENCE along said parallel line North 00°45'41" East 1494.45 feet, more or less, to the South Right-of-Way margin of SR 92 per W.S.D.O.T. R/W plans SR 92 MP 5.93 to MP 8.26, 84th St NE Vicinity to Granite Falls and the POINT OF BEGINNING;

THENCE Easterly following said South Right-of-Way along a 1,940 foot radius non-tangent curve to the right, the radius point of which bears South 18°07'11" East and through a central angle of 00°18'16" an arc distance of 10.31 feet;

THENCE South 17°48'55" East 35.00 feet along said South Right-of-Way margin to the beginning of a 1,905 foot radius non-tangent curve to the right, the radius point of which bears South 17°48'55" East;

THENCE Easterly along the arc of said non-tangent curve through a central angle of 05°43'46" an arc distance of 190.50 feet along said South Right-of-Way margin;

THENCE North 12°05'09" West 8.17 feet along said South Right-of-Way margin to the Northwest corner of Lot 3, Snohomish County Short Plat No. PFN 96-102216SP, recorded under Auditor's File Number 9804295002, records of said County;

THENCE along the North line of said Lot 3 South 89°50'19" East 586.38 feet, more or less, to the East line of the Northwest Quarter of the Southwest Quarter of said Section 13, said point also being on the existing city limits by Ordinance 582 effective December 11, 1997;

THENCE North 00°03'51" East 182.47 feet along said East line of subdivision to the North Right-of-Way margin of SR92;

THENCE Westerly following said North Right-of-Way margin along a 2,060 foot radius non-tangent curve to the left, the radius point of which bears South 5°10'50" West and through a central angle of 18°29'57" an arc distance of 665.11 feet;

THENCE North 00°03'10" East 20.55 feet along said North Right-of-Way margin to the beginning of a 2080 foot radius non-tangent curve to the left, the center point of which bears South 13°11'15" East;

THENCE Westerly following said North Right-of-Way margin along the arc of said curve through a central angle of $03^{\circ}37'06''$ an arc distance of 131.36 feet to a line parallel with and 530 feet East of the West line of said Southwest Quarter of Section 13, said point also being on the existing city limits by Ordinance 754-07 effective February 20, 2008;

THENCE South $00^{\circ}45'41''$ East 147.38 feet along said parallel line to the POINT OF BEGINNING.



EXHIBIT A-2

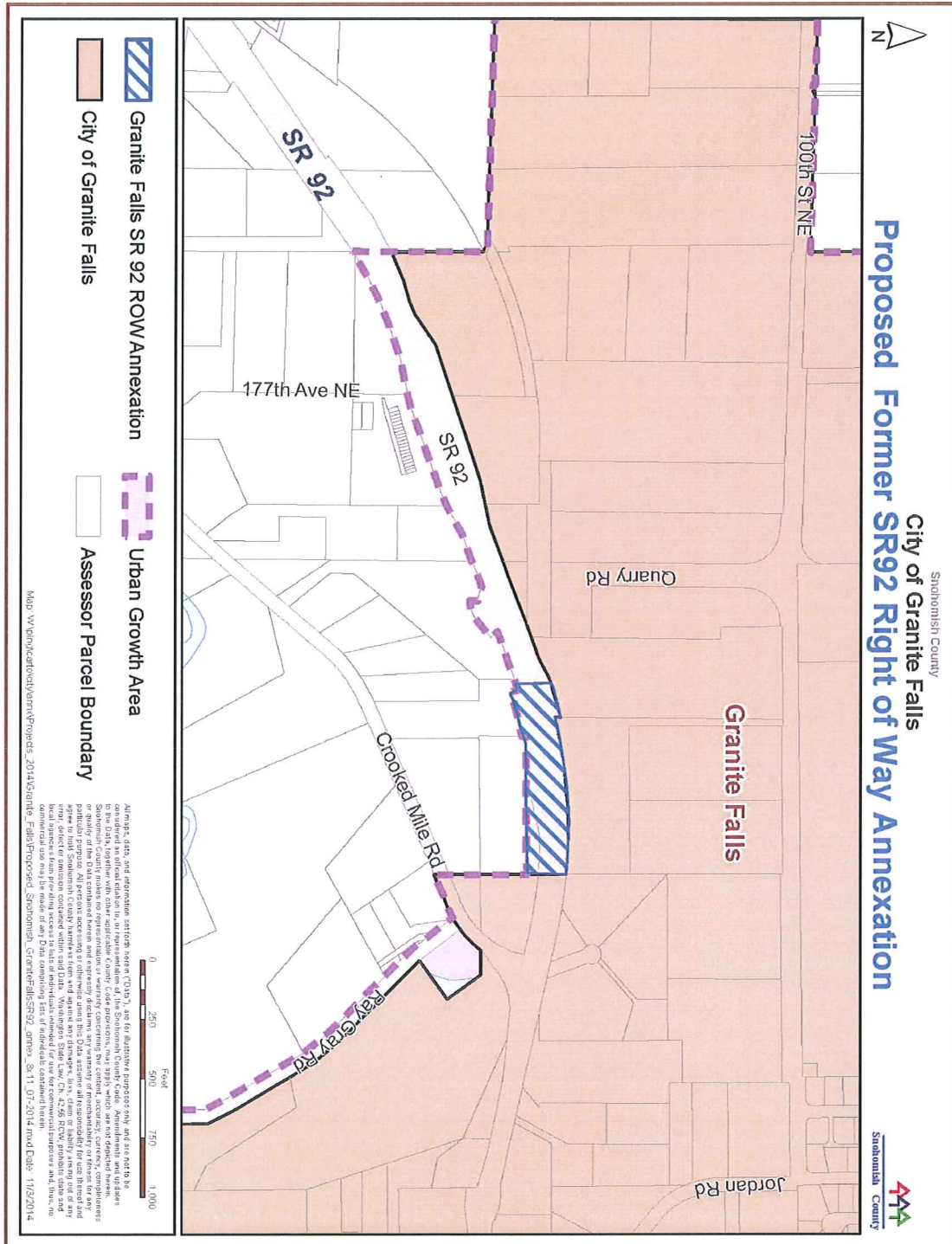


EXHIBIT 'B-1'
JORDAN ROAD ANNEXATION

That portion of the Right of Way of Jordan Road not previously annexed lying in the Northwest Quarter of Section 13, Township 30 North, Range 6 East, Willamette Meridian, Snohomish County, Washington, more particularly described as follows:

BEGINNING at the Intersection of the East line of said Northwest Quarter and the Westerly Extension of the Southerly Right of Way line of Granite Falls Alternate Route;

THENCE along said Westerly Extension of said Southerly Right of Way line, to the West Right of Way line of Jordan Road as it existed per Ordinance #517, effective date 2/12/1994;

THENCE Southerly along said West Right of Way line to the North line of the South 350 feet of said Northwest Quarter;

THENCE Easterly along said North line to the East line of said Northwest Quarter;

THENCE Northerly along said East line to the POINT OF BEGINNING.

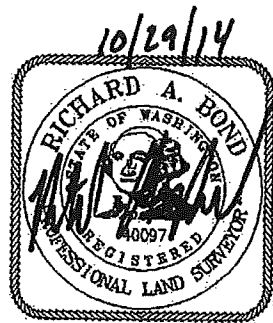


EXHIBIT B-2

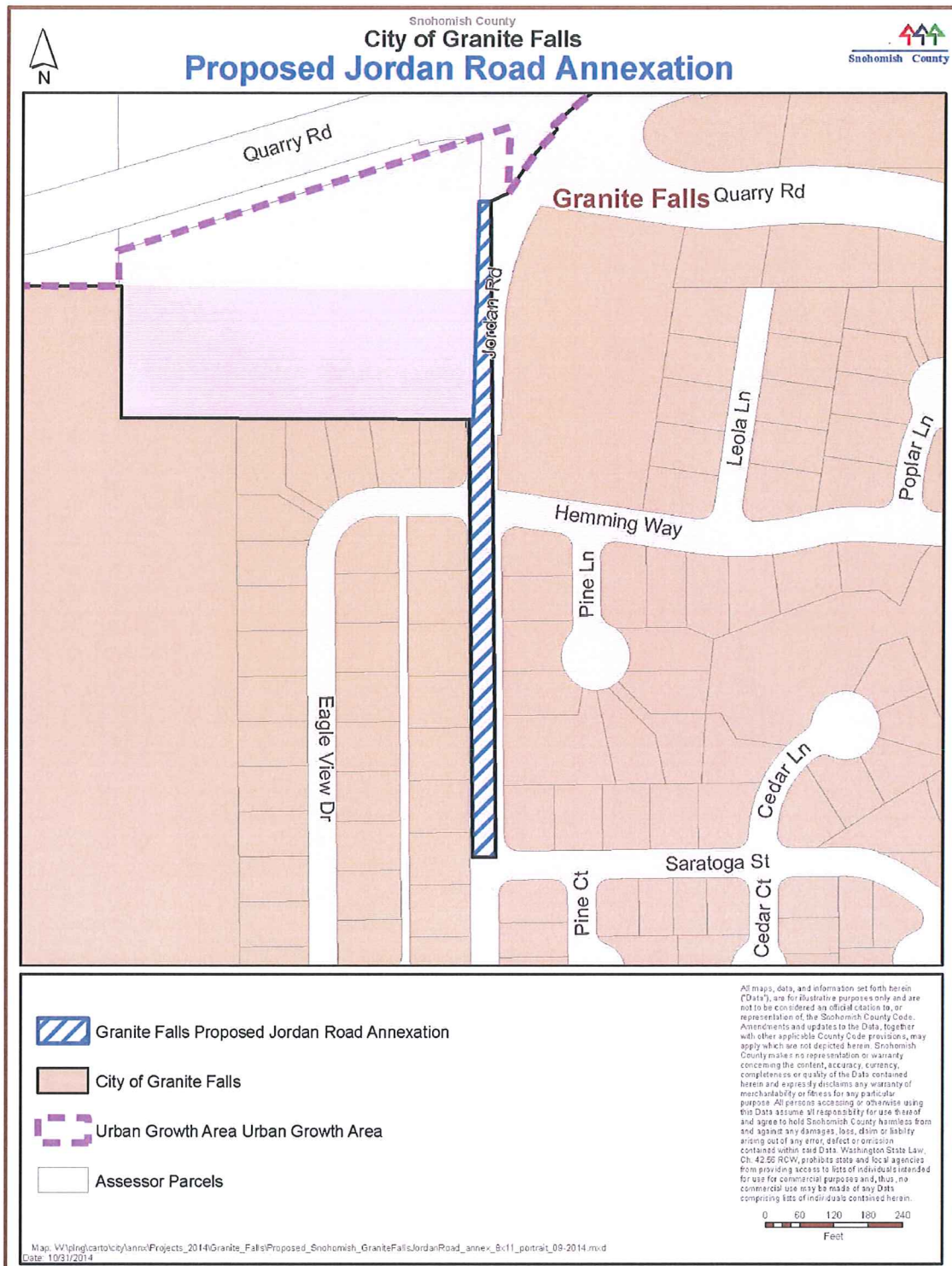


EXHIBIT 'C-1'
PORTAGE AVENUE ANNEXATION

All of that Portion of the Right of Way of Portage Avenue and State Route 92 not previously annexed and lying within the Southeast Quarter of Section 13, Township 30 North, Range 6 East, Willamette Meridian, Snohomish County, Washington.

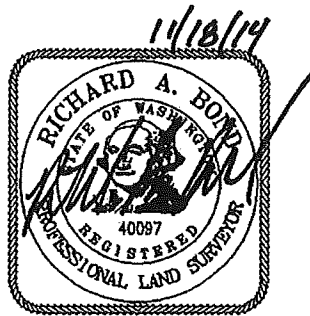


EXHIBIT C-2

