

After Recording Return to

Barbara Sikorski, Asst Clerk  
Snohomish County Council  
3000 Rockefeller, M/S 609  
Everett, WA 98201



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04/19/2000 11:53 AM Snohomish  
P.0018 RECORDED County

Agencies Snohomish County and City of Everett  
Tax Account No N/A  
Legal Description N/A  
Reference No of Documents Affected Interlocal Recorded at AF# \_\_\_\_\_  
Filed with the Auditor pursuant to RCW 39 34 040  
Documents Title

**INTERLOCAL AGREEMENT FOR AIRPORT ROAD 80% ANNEXATION  
BETWEEN THE CITY OF EVERETT AND SNOHOMISH COUNTY  
CONCERNING ANNEXATION WITHIN THE SOUTHWEST COUNTY  
URBAN GROWTH AREA**

**1. PARTIES**

This annexation-specific interlocal agreement (hereinafter "AGREEMENT") is made by and between the City of Everett (hereinafter referred to as the "CITY") and Snohomish County (hereinafter referred to as the "COUNTY"), political subdivisions of the State of Washington, pursuant to the Interlocal Cooperation Act, Chapter 39 34 RCW

**2. PURPOSE AND RECITALS**

2 1 The City of Everett's Growth Management Act (GMA) Comprehensive Plan identifies Everett's growth planning area and areas within the unincorporated COUNTY's southwest county urban growth area (SWUGA), which the CITY may annex in the future. The proposed 80% annexation area is wholly within Everett's growth planning area and does not lie within any overlap planning area with another city. The proposed 80% annexation area does not include any airport property owned by Snohomish County (Paine Field).

2 2 GMA encourages cities with urban services to annex unincorporated urban areas within a county.

2 3 The CITY and COUNTY recognize the need to facilitate an orderly transition of services and capital projects from the COUNTY to the CITY at the time of annexation.

2 4 The CITY and COUNTY recognize that mutual coordination of land use densities and designations within the SWUGA is necessary to reduce urban sprawl, support urban infrastructure and protect rural areas within the COUNTY.

2 5 The CITY and COUNTY support the overall growth targets in terms of allocation of population and employment for the region. Nothing in this agreement shall alter the CITY's obligations to meet these growth targets consistent with the GMA.

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2.6 The CITY and COUNTY believe it is in the best interest of the citizens of both jurisdictions to enable reciprocal imposition of impact mitigation requirements and regulatory conditions that effect improvements in the respective jurisdictions

2.7 The CITY and COUNTY both acknowledge that in fulfilling responsibilities under this AGREEMENT that would otherwise under law be the responsibility of the other jurisdiction, each party acts as the agent of the other party

**3. APPLICABILITY, NOTICE OF FUTURE ANNEXATION PROPOSALS, AMENDMENTS, AND SCOPE**

3.1 Applicability The CITY and COUNTY agree that this AGREEMENT shall apply to the unincorporated area generally described as east of Airport Road as shown in the attached Exhibit A, which is incorporated herein by reference and referred to herein as "annexation area" The CITY has proposed a municipal annexation of this area under the "island" method where at least 80 percent of the annexation area boundary is made up of the incorporation city's boundary The Everett City Council approved Ordinance 2422-99 on November 17, 1999, to annex the unincorporated island in South Everett. The ordinance is attached as Exhibit B The Airport Road 80% annexation shall be referred to in this AGREEMENT as "the annexation "

3.2 Future agreements The CITY and COUNTY agree that additional interlocal agreements may be entered into by the CITY and COUNTY to address issues which the CITY and COUNTY mutually agree need to be addressed in addition to, or in lieu of, issues addressed herein

3.3 Process for future amendments The CITY and COUNTY recognize that amendments to this AGREEMENT may be necessary to clarify or change the requirements of particular sections or update the AGREEMENT Both parties may pursue these amendments as necessary Any amendment to this AGREEMENT shall be executed in the same manner as provided by law for the execution of this AGREEMENT

3.4 Cities' claims to SWUGA Nothing in this AGREEMENT shall interfere, or be interpreted to interfere, with any claims or rights of any city within the UGA to assert an overlapping interest in a portion of the SWUGA

**4. TRANSFER OF PERMITS IN PROCESS BY THE COUNTY**

4.1 County will process permits The COUNTY agrees to continue processing both building and land use permit applications in the annexed area for which complete applications were filed before the effective date of the annexation, as provided below

4.2 City will adopt County code The CITY agrees to adopt the COUNTY'S permitting code by reference for the purpose of allowing the COUNTY to continue processing those permits in the annexed area Adoption of the COUNTY'S code shall in no way have an effect on projects

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applied for under the CITY's jurisdiction. The relevant code is listed in Exhibit C to this AGREEMENT

4.3 Building permits In the annexed area, the COUNTY shall complete processing of building permit applications, subject to the limitations in Sections 4.4 and 4.5 of this AGREEMENT. In addition, the COUNTY shall accept, process, and conduct inspections for any associated permits for which it receives an application and accompanying fees through completion. For the purposes of this AGREEMENT, "associated permits" means mechanical, plumbing and sign permits for the building being permitted. For the purposes of this AGREEMENT, "completion" means final administrative or quasi-judicial approvals, including final inspection and issuance of an occupancy permit. The COUNTY shall be responsible for defending any administrative, quasi-judicial or judicial appeals of building permits issued by the COUNTY in the annexed area. For permit renewals, see Section 4.7. Where legislative approval by the Everett City Council is required, the COUNTY will provide relevant staff to the Council's meeting, if deemed necessary by the CITY.

4.4 Building permits may be issued up to four months following annexation The COUNTY shall continue processing building permit applications pursuant to Section 4.3 of this AGREEMENT for up to four months following the effective date of the annexation. On or about the effective date of the annexation, the COUNTY and CITY will determine, in consultation with the applicant(s), whether any pending building permit applications will be transferred to the CITY for completion.

4.5 Transfer by request of permit applicant The CITY may at any time request the COUNTY to transfer pending building permit applications upon receipt of a written request by the permit applicant. The COUNTY will contact applicants for pending permit applications to provide advance notification of the transfer date. The CITY will honor any intermediate approvals (such as building plan check approval) which are effective prior to transfer of the permit application. Extension of intermediate approvals following the annexation must be approved by the CITY following consultation with COUNTY staff.

4.6 Land use permits The CITY and COUNTY agree to review the pending land use permits within the annexation area and to execute a detailed agreement covering the transfer of the pending land use permits in the annexation area within 90 days of the execution of this AGREEMENT or before the effective date of the annexation, whichever occurs earlier.

4.7 Permit renewal or extension Any request to renew a building permit or to renew or extend a land use permit issued by the COUNTY in the annexation area shall be made to and administered by the CITY.

4.8 Land use code enforcement cases Any land use code enforcement cases in the annexation area pending in the COUNTY will be transferred to the CITY on the effective date of the annexation. Any further action in those cases will be the responsibility of the CITY. The COUNTY agrees to make its employees available as witnesses at no cost to the CITY, if necessary to prosecute transferred cases.

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4.9 Enforcement of County conditions Following the effective date of the annexation, the CITY agrees to enforce any conditions imposed by the COUNTY relating to the issuance of a building or land use permit in the annexed area. Any performance or other bonds held by the COUNTY to guarantee performance or completion of work associated with the issuance of a permit shall be transferred to the CITY along with responsibility for enforcement of conditions tied to said bonds. The COUNTY agrees to make its employees available to provide assistance, at no cost to the CITY, in enforcement of conditions on permits originally processed by County personnel.

4.10 Transfer of permit fees The CITY and COUNTY shall proportionately share the permit application fees for any transferred cases. The COUNTY shall transfer a proportionate share of the application fee collected to the CITY, commensurate with the amount of work left to be completed on the permit.

## 5. RECORDS TRANSFER

Transfer of COUNTY records will be subject to an interlocal agreement between the CITY and the COUNTY, entitled "Interlocal Agreement Between the City of Everett and Snohomish County Concerning Transfer, Custody, and Retention of and Access to Public Records Following Annexation."

## 6. ROADS AND TRANSPORTATION SYSTEM

6.1 Ownership and maintenance Ownership, maintenance and use of road right-of-way lines as annexation boundaries shall be as provided by law. The CITY and COUNTY agree to evaluate whether interlocal agreements addressing maintenance of roads/streets, traffic signals, or other transportation facilities are appropriate in connection with the annexation.

6.2 Reciprocal impact mitigation The CITY and COUNTY agree to pursue a separate interlocal agreement on reciprocal mitigation of transportation impacts. The CITY and COUNTY agree to continue implementing existing interlocal agreements and programs relating to interjurisdictional impact mitigation. The CITY agrees to continue administering any latecomers assessment reimbursement contracts for street projects established pursuant to Chapter 35.72 RCW in accordance with the terms of the documents recorded with the Snohomish County Auditor. The COUNTY shall provide the CITY information necessary to effectively administer these agreements or programs.

6.3 Transportation planning and capital project coordination The CITY and COUNTY have a history of cooperation and joint participation in system-wide transportation improvement projects in the southwest Everett area. The CITY and COUNTY agree to continue developing project-specific interlocal agreements within the annexation area. The CITY and COUNTY also agree to continue to pursue partnership interlocal agreements with relevant agencies such as Washington State Department of Transportation, Everett Transit, Community Transit, Sound Transit, and other entities to facilitate and coordinate regional transportation facilities and goals.



6.4 Regional arterial network planning The CITY and COUNTY agree to cooperate on the development of a regional arterial network plan and other efforts to coordinate regional arterial planning and transportation circulation and connectivity

6.5 Consultation, cooperative financing and project-specific interlocal agreements for capital projects within the annexation area The COUNTY agrees to consult with the CITY in planning for all new capital road construction projects within the annexation area. The CITY and COUNTY will pursue cooperative financing for major new capital facilities within the annexation area. The CITY and COUNTY will discuss the need for shared responsibilities in implementing projects, including the potential for indebtedness by bonding or loans. Cooperation and shared responsibilities for transportation projects within the annexation area shall be addressed by separate interlocal agreement(s) for specific projects. Project-specific interlocal agreements can include, but are not limited to planning, design standards, cost sharing, joint funding applications, transfer of unbudgeted and unexpended road mitigation payments and road-related State Environmental Policy Act (SEPA) mitigation payments collected within the annexation area, mitigation measures, property acquisition, construction, engineering services, and other issues. Project-specific interlocal agreements for major capital facility projects within the annexation area may address future revenue adjustments necessary to support capital facility financing mechanisms

## 7. SURFACE WATER MANAGEMENT

7.1 Fees and service responsibilities The CITY recognizes that fees are collected by the COUNTY for unincorporated areas within designated Watershed Management Areas (WMAs). Watershed management fees are collected at the beginning of each year through real property tax statements. Upon the effective date of the annexation, the CITY hereby agrees that the COUNTY will continue to collect and apply the fees, pursuant to Chapter 25.20 SCC, collected during the calendar year in which the annexation occurs to the provision of watershed management services designated in that year's budget. These services will be provided through the year in which the annexation becomes effective and will be of the same general level and quality as those provided to other fee payers in the COUNTY.

7.2 Maintenance and ownership responsibilities If the annexed area includes drainage improvements or facilities the COUNTY currently owns or maintains, the CITY and COUNTY shall agree to the disposition of maintenance and ownership responsibilities by the end of the year in which the annexation becomes effective. The responsibilities resulting from such discussions shall be included as part of the annexation related amendment to this AGREEMENT. If the COUNTY's current Annual Construction Program includes major drainage improvements in the area to be annexed, the CITY and COUNTY shall agree how funding, construction, and subsequent operational responsibilities will be assigned for these improvements.

7.3 Amending existing agreements Existing interlocal agreements between the CITY and COUNTY regarding provision of surface water management services to an annexed area shall be renegotiated after annexation to reflect changes in revenue sources and jurisdictional boundaries.

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7.4 Watershed services The COUNTY and CITY recognize that watershed management services are ongoing and that all needed surface water improvements and solutions have not been identified. The COUNTY and CITY intend to work towards one or more interlocal agreements for joint watershed management planning, capital construction and other related services including those activities relating to listings under the Endangered Species Act (ESA) and compliance with National Pollutant Discharge Elimination System (NPDES) requirements.

**8. POLICE SERVICES**

As provided by law, at the time of annexation, police service responsibility will transfer to the CITY.

**9. FIRE SERVICES**

As provided by law, at the time of annexation, fire service responsibility will transfer from the fire protection district to the CITY.

**10. THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this AGREEMENT, and this AGREEMENT shall not be interpreted to create such rights.

**11. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES**

Unless otherwise specified in this AGREEMENT and attachments, the CITY and COUNTY mutually agree to honor all existing mitigation agreements, interlocal agreements, appropriate interjurisdictional studies and agreed upon standards affecting an annexation area to which the CITY or COUNTY is a party.

**12. RELATIONSHIP TO EXISTING LAWS AND STATUTES**

This AGREEMENT in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this AGREEMENT, all parties will comply with the requirements of the Open Meetings Act, Growth Management Act, State Environmental Policy Act, Annexation Statutes and other applicable state or local law. The COUNTY and CITY retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this AGREEMENT, the COUNTY and CITY do not purport to abrogate the decisionmaking responsibility vested in them by law.

**13. INDEMNIFICATION AND LIABILITY**

13.1 The CITY shall protect, save harmless and indemnify at its own expense, the COUNTY, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the CITY's performance of this AGREEMENT, including claims by the CITY's employees or third parties, except for those damages caused



solely by the negligence or willful misconduct of the COUNTY, its elected and appointed officials, officers, employees, or agents

13.2 The COUNTY shall protect, save harmless and indemnify at its own expense, the CITY, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever arising out of the COUNTY's performance of this AGREEMENT, including claims by the CITY's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the COUNTY, its elected and appointed officials, officers, employees, or agents

13.3 In the event of liability for damages of any nature whatsoever arising out of the performance of this AGREEMENT by the CITY and the COUNTY, including claims by the CITY's or the COUNTY's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of the COUNTY and the CITY, their officers, officials, employees and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence

13.4 No liability shall be attached to the CITY or the COUNTY by reason of entering into this AGREEMENT except as expressly provided herein. The CITY shall hold the COUNTY harmless and defend at its expense any legal challenges to the CITY's failure to comply with RCW 82.02.020 or RCW 82.02.070.

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

This AGREEMENT shall be effective when executed by the CITY and COUNTY and shall remain in full force and effect until terminated by both the COUNTY and CITY. Any amendments and termination shall be in writing and executed in the same manner as provided by law for the execution of this AGREEMENT.

#### **15. SEVERABILITY**

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected.

#### **16. EXERCISE OF RIGHTS OR REMEDIES**

Failure of either party to exercise any rights or remedies under this AGREEMENT shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

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**17. RECORDS**

Both parties shall maintain adequate records to document obligations performed under this AGREEMENT. Both parties shall have the right to review the other party's records with regard to the subject matter of this AGREEMENT, upon reasonable notice. Such rights last for six (6) years from the date of permit issuance for each specific development subject to this AGREEMENT.

**18. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire AGREEMENT between the parties with respect to the annexation. It is anticipated that the parties will enter into further interlocal agreements on specific subjects, as indicated in the text of the AGREEMENT.

**19. GOVERNING LAW AND STIPULATION OF VENUE**

This AGREEMENT shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

**20. CONTINGENCY**

The obligations of the CITY and COUNTY in this AGREEMENT are contingent on the availability of funds through legislative appropriation and allocation in accordance with law. In the event funding is withdrawn, reduced or limited in any way after the effective date of this contract, the CITY or COUNTY may terminate the contract under Part 14 of this AGREEMENT, subject to renegotiation under those new funding limitations and conditions.

**21. CONTACTS FOR AGREEMENT**

The contact persons for this AGREEMENT are

Paul Roberts, Planning Director  
City of Everett  
Planning and Community Development  
2930 Wetmore Avenue, Suite 8A  
Everett, WA 98201-4044  
(425) 257-8731

Karen Watkins, Senior Planner  
Snohomish County  
Department of Planning and Development Services  
3000 Rockefeller Avenue  
Everett, WA 98201  
(425) 388-3311

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IN WITNESS WHEREOF, the parties have signed this AGREEMENT, effective on the date indicated below

CITY OF EVERETT

SNOHOMISH COUNTY

By Edward D. Hansen  
Edward D. Hansen, Mayor

By Gary Weikel  
Robert J. Drewel, County Executive

Date 4-11-00

Date 3/15/00 D 9

**GARY WEIKEL**  
Executive Director

ATTEST

ATTEST

Sharon Marks  
Sharon Marks  
City Clerk

Kathryn Bratcher  
Kathryn Bratcher  
Clerk of the County Council

Approved as to form

Approved as to form

Office of the City Attorney

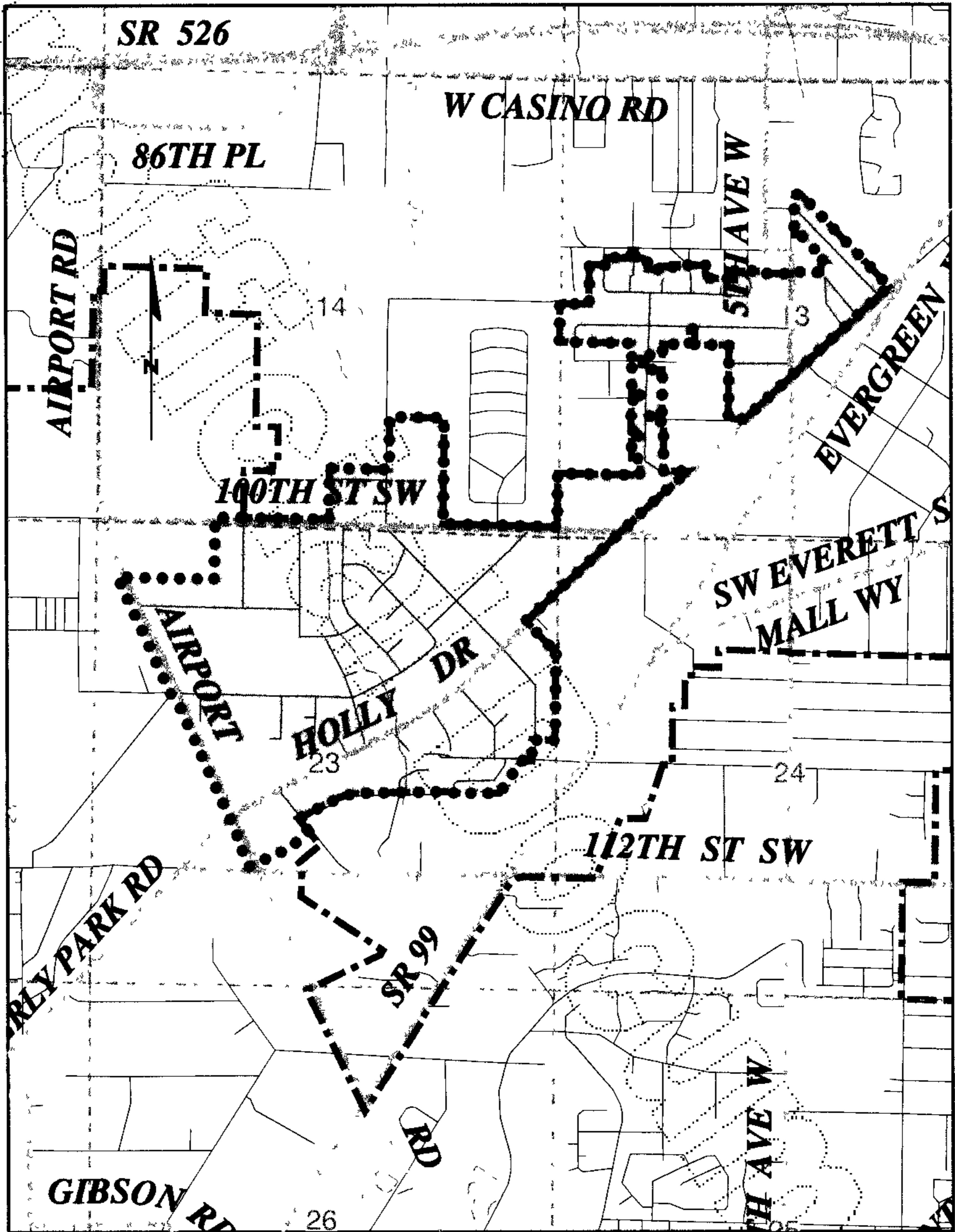
Snohomish County Prosecuting Attorney

Jim Iles  
Jim Iles  
Attorney for the City of Everett

Barbara J. Dykes 2/1/00  
Barbara J. Dykes  
Deputy Prosecuting Attorney for  
Snohomish County

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EXHIBIT A



Everett  
80% ANNEXATION AREA

----- City Limit/Open Boundary      ..... Annexation Boundary

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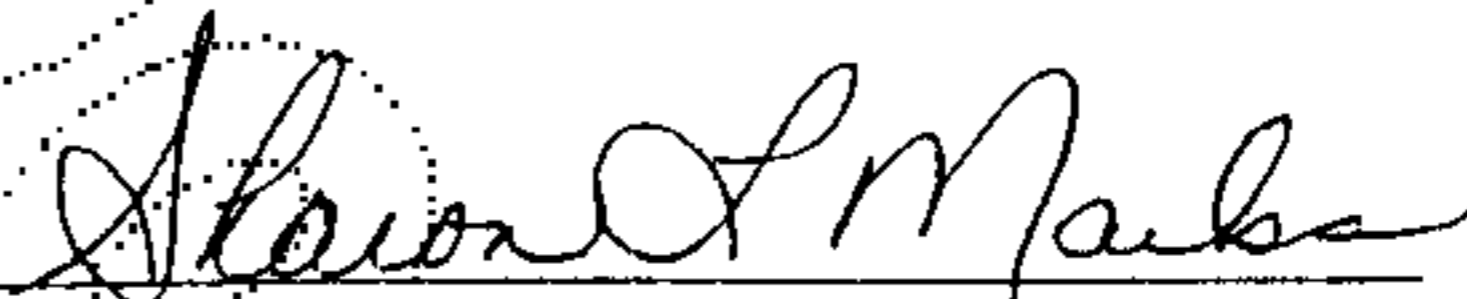


**CERTIFICATION**

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH )

I, Sharon L. Marks, City Clerk for the City of Everett, Washington, hereby certify that the attached is a true and correct copy of Ordinance No. 2422-99, an ordinance calling for the annexation of an unincorporated island in southwest Everett located generally south of Casino Road between Evergreen Way and Airport Road, and providing for a referendum, as adopted by the Everett City Council at their regular meeting, November 17, 1999.

Signed this 3rd day of December, 1999.

  
Sharon L. Marks  
City Clerk

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ORDINANCE NO. 2422-99

**An Ordinance calling for annexation of the unincorporated island in southwest Everett located generally south of Casino Road between Evergreen Way and Airport Road, and providing for a referendum.**

WHEREAS, the unincorporated island in Southwest Everett which is located generally located south of Casino Road between Evergreen Way and Airport Road is a part of the City of Everett Urban Growth Area as set forth in the Land Use Map of the City of Everett Comprehensive Plan, and

WHEREAS, the subject area is surrounded by over 80% of the existing City of Everett city limits, and

WHEREAS, Chapter 35 13 RCW provides a specific method of annexation wherein at best 80% of the boundaries of the area to be annexed are contiguous to the city; and

WHEREAS, the City Council approved a Resolution calling for the annexation of the subject area as provided in Chapter 35 13 RCW and let the residents of the area determine if there should be a vote on the measure, and

WHEREAS, pursuant to Chapter 35 13 RCW the method of annexation provided for herein is subject to referendum; and

WHEREAS, the City Council has determined that property owners in the subject area will not be responsible for participating in the cost of the existing City indebtedness, contracted prior to or existing at the date of annexation, and

WHEREAS, zoning will be adopted for the subject area in zoning categories consistent with the City's Comprehensive Plan and through zoning classifications which implement the Comprehensive Plan; and

WHEREAS, the City Council determines that the subject area can be served with City services at urban level which is a higher level of services than what currently exists, and

WHEREAS, the City Council determines that the best interests and general welfare of the city would be served by the annexation of the subject area

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**Exhibit A****LEGAL DESCRIPTION FOR AN ANNEXATION FOR THE UNINCORPORATED ISLAND IN SOUTHWEST EVERETT LOCATED GENERALLY SOUTH OF CASINO ROAD BETWEEN EVERGREEN WAY AND AIRPORT ROAD**

All that portion of Sections 13, 14, 23 and 24, Township 28 North, Range 4 East, W-M in Snohomish County, Washington, described as follows:

Beginning at the intersection of the Northerly projected West right of way line of 23<sup>rd</sup> Avenue West and the Northerly right of way line of 100<sup>th</sup> Street Southwest, thence, West along said Northerly right of way line of 100<sup>th</sup> Street Southwest to the East line of the Southwest quarter of the Southwest quarter of Section 14,, thence, South along the Southerly projected East line of said subdivision of said section, and continue South along the East line of the North half of the Northwest quarter of the Northwest quarter of Section 23 to the Southeast corner thereof; thence, West along the South line of said subdivision of said section to intersect the Westerly right of way line of Airport Road, thence in a Southeasterly direction along the West line of Airport Road through the Northwest and Southwest Quarters of Section 23 to intersect the Southwesterly projection of the Southeasterly line of Lot 10, Paine Field Addition No. 2, according to the plat thereof recorded in Volume 12 of Plats, page 92, thence Northeasterly along the Southwesterly projected Southeast line of said Lot 10 and the Southeasterly line of said Lot 10 to the Northeast corner thereof; thence, Northeasterly along the Southeasterly line of Lot 14 of said plat to the Easterly corner thereof, and the Southwesterly line of Paine Field Way; thence in a Northwesterly direction along the Southwesterly line of Paine Field Way to the intersection of the Northeasterly corner of Lot 14, Paine Field Addition No. 2 and the North line of Hollowdale Place extended Westerly; thence along the North line of Hollowdale Place to the intersection of the South line of said Hollowdale Place with the Southwest Corner of lot 8, Silverdale, according to the plat thereof recorded in Volume 24 of Plats, page 25, thence East along the South line of Lots 8, 9, 10 and 11 of said plat of Silverdale 352 84 feet to the Southwest corner of Lot 10, Fairhaven Acres, according to the plat thereof recorded in Volume 16 of Plats, page 35; thence East along the South line of lots 10 and 11 of said plat of Fairhaven Acres 172 95 feet to the Southeast corner of said Lot 11; thence Northeasterly along the Easterly line of Lots 11, 12, 13 and 14 of said plat of Fairhaven Acres 433 74 feet to the South line of 108<sup>th</sup> Street Southwest, thence North to the intersection of the North line of 108<sup>th</sup> Street Southwest with the Southwest corner of Lot 17, Rancho Intercity Division No. 3, according to the plat thereof recorded in Volume 15, page 13, thence East along the North line of 108<sup>th</sup> Street Southwest to the West line of the Northwest Quarter of Section 24; thence North along the West line of said Northwest quarter 1,230 07 feet to the most northerly corner of Lot 1, Rancho Intercity Division No. 3, thence Southwesterly along the Northwesterly line of said lot 1 48 5 feet to the Southeasterly corner of lot 4, Block 2, Rancho Intercity, according to the plat thereof recorded in Volume 12 of plats, page 46,

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thence Northwesterly along the Northeasterly line of said lot 4, block 2 to the Northwesterly margin of Holly Drive; thence Northeasterly along the Northwesterly line of Holly Drive to its intersection with the South line of Sharon Drive (98<sup>th</sup> Street Southwest), thence West 223 69 feet to the Northwest corner of lot 2, Holly Drive Division One, according to the plat thereof recorded in Volume 39 of Plats, page 242; thence east along the North line of said lot 2 to the intersection with the East line extended South of Lot 21, O'Connor & Cronins Midland Gardens No 5, according to the plat thereof recorded in Volume 16 of Plats, page 11 with the North line of said lot 2 of Holly Drive Division One, thence North along said extended line and the East line of Lots 21 through 28, inclusive of O'Connor & Cronins Midland Gardens No 5 540 12 feet to the South line of 96<sup>th</sup> Street Southwest, thence West along the South line of 96<sup>th</sup> Street Southwest to the East line of Sharon Drive (9<sup>th</sup> Avenue West), thence along the East line of Sharon Drive (9<sup>th</sup> Avenue West) to the Southwest corner of Lot 29, O'Connor & Cronins Midland Gardens No 5; thence East along the South line of said Lot 29 to the Southeast corner thereof, thence North along the East line of Lots 29 through 37, inclusive, of said plat of O'Connor & Cronins Midland Gardens No 5 to the Northeast corner of said Lot 37, thence West to the East line of Sharon Drive (9<sup>th</sup> Avenue West), thence North along said East line of Sharon Drive (9<sup>th</sup> Avenue West) to the Southwest corner of Lot 40 of said plat, thence North along the East line of Lots 40 and 41 of said plat 120 46 feet to the Southwest corner of Lot 42, O'Connor & Cronins Midland Gardens No 4 according to the plat thereof recorded in Volume 14, page 50; thence East 180 feet to the Southwest corner of Lot 15, O'Connor & Cronins Midland Gardens No 3, according to the plat thereof recorded in Volume 13, page 94; thence East 120 feet to the Southwest corner of Lot 17 of O'Connor & Cronins Midland Gardens No 3, thence North along the West line of said Lot 17 to the South line of 93<sup>rd</sup> Street Southwest, thence East along said South line 60 feet to the Northeast corner of said Lot 17; thence South along the East line of said lot 17 180 68 feet to the Southeast corner thereof; thence East along the South boundary of Lots 18 through 24, inclusive, O'Connor & Cronins Midland Gardens No 3 350 feet, more or less, to the Northwest corner of Lot 13, Royal Gardens, according to the plat thereof recorded in Volume 44 of Plats, page 286, thence South along the West lines of Lots 13, 12, 11, 10 and 9 to the Northwest corner of Lot 6, Block 2, Arcadia Gardens, according to the plat thereof recorded in Volume 11 of Plats, page 38, thence South along the West line of said Lot 6, Block 2 to the North line of 96<sup>th</sup> Street Southwest, thence East along the North line of 96<sup>th</sup> Street Southwest to the Northwesterly line of Holly Drive, thence Northeasterly along the Northwesterly margin of Holly Drive to the Southwesterly corner of Lot 7, Beverly Garden Tracts Division No 1, according to the plat thereof recorded in Volume 10 of Plats, page 1; thence Northwesterly along the Southwesterly line of said Lot 7 to the Northeast corner of Lot 1, Patricia Manor Division No 2, according to the plat thereof recorded in Volume 22 of Plats, page 76; thence West along the North line of said Lot 1 77 70 feet to the Northwest corner thereof, thence South along the West line of the plat of Patricia Manor No 2 and the West line of Lot 10, Beverly Garden Tracts Division No. 1 to a point of intersection of the West line of said Lot 10 with the



Southwesterly line of Lot 12 of Patricia Manor No 2 projected West, thence East to the Southwesterly corner of said Lot 12; thence Southeasterly along the Southwesterly boundary of Patricia Manor No 2 392 feet, thence West 46 22 feet; thence South 140 40 feet, thence West 310 26 feet to the intersection of the East line of 4<sup>th</sup> Avenue West, thence South 35 feet; thence West 330 feet, more or less, to the East line of Lot 12, Holly Meadows, according to the plat thereof recorded in Volume 40 of Plats, page 200, thence North along the East line of said Lot 12 to the Northeast corner thereof, thence West along the North line of said Lot 12 and Lot 3 to the Northwest corner of said Lot 3, Holly Meadows, thence South along the West line of said Lot 3 to the Southeast corner of Lot 11, Holly Meadows No 2, according to the plat thereof recorded in Volume 41 of Plats, page 135, thence West to the Southwest corner of said Lot 11; thence North to the Southeast corner of Lot 12 of Holly Meadows No 2, thence West 262 98 feet to the east line of Lot 13, Aronica-Kueffler 90<sup>th</sup> Street Addition, according to the plat thereof recorded in Volume 42 of Plats, page 248, thence North to the Northeast corner of Lot 15 of said plat, thence West along the North line of said Lot 15 and Lot 1 of said plat to the Northwest corner of said Lot 1, Aronica-Kueffler 90<sup>th</sup> Street Addition, thence South to the Northeast corner of Lot 28, Fairway Estates, according to the plat thereof recorded in Volume 40 of Plats, page 30, thence west to the Northwest corner of Lot 27 of said plat, thence South 35 feet to the Northeast corner of Lot 25 of said plat, thence West along the North line of Lot 25 150 feet to intersect the East line of Lot 17 of said plat, thence North to the Northeast corner of Lot 16 of said plat of Fairway Estates; thence West 135 85 feet, thence North 85 feet; thence West 60 feet to the Northwest corner of Lot 15, Fairway Estates, thence South along the West line of Lot 15 90 feet to the Northeast corner of Lot 14, Fairway Estates; thence West along the North line of said Lot 14 to the Northwest corner of lot 26, Sundance, according to the plat thereof recorded in Volume 42 of Plats, page 15, thence South 85 feet; thence West 190 feet to the Northwest corner of Lot 12, Sundance; thence South along the West line of said Lot 12 and the West line of Lots 13 through 17, inclusive, to the Southwest corner of Lot 17, Sundance, said corner also being on the North line of the plat of O'Connor & Cronins Midland Gardens No 4; thence West along the said North line of O'Connor & Cronins Midland Gardens No 4 to the West line thereof; thence South along the West line thereof to the Southwest corner of Lot 24 of said plat, said corner also being the South line of said plat, thence East along the South line of said plat of O'Connor & Cronins Midland Gardens No. 4 to the Southwest corner of Lot 38 of said plat, said corner also being the West boundary of O'Connor & Cronins Midland Gardens No 5; thence South along the West boundary of O'Connor & Cronins Midland Gardens No 5 to the Southwest corner of Lot 18 of said plat; thence East 118 86 feet; thence South 192 32 feet, thence West to the West line of 12<sup>th</sup> Avenue West, thence South along the West line of 12<sup>th</sup> Avenue West to the North line of 100<sup>th</sup> Street Southwest, thence West along the North line of 100<sup>th</sup> Street Southwest to the Southeast corner of Lot 22, Intercity Garden Tracts, according to the plat thereof recorded in Volume 13 of Plats, page 43, thence North along the East line of said Lot 22 and the East lines of Lots 23 through 31,

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inclusive, 1,239 99 feet to the Northeast corner of Lot 31, Intercity Garden Tracts, thence West along the North line of said Lot 31 to the Northwest corner thereof, thence South 619 99 feet to the Southwest corner of Pacific West Condominium, according to the plat thereof recorded in Volume 61 of Condominiums, page 64; thence West 695 63 feet to the Northwest corner of Lot 10, Bloomfield Park, according to the plat thereof recorded in Volume 22 of Plats, page 10, thence South to the North line of 100<sup>th</sup> Street Southwest, thence West along the North line of 100<sup>th</sup> Street Southwest to intersect the Northerly projected West right of way line of 23<sup>rd</sup> Avenue West and the point of beginning

UNRECORDED

EXHIBIT B (Continued)

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN

Section 1. The territory designated and legally described and shown on the attached "Exhibit A" and incorporated in full by this reference is annexed to and made a part of the City of Everett

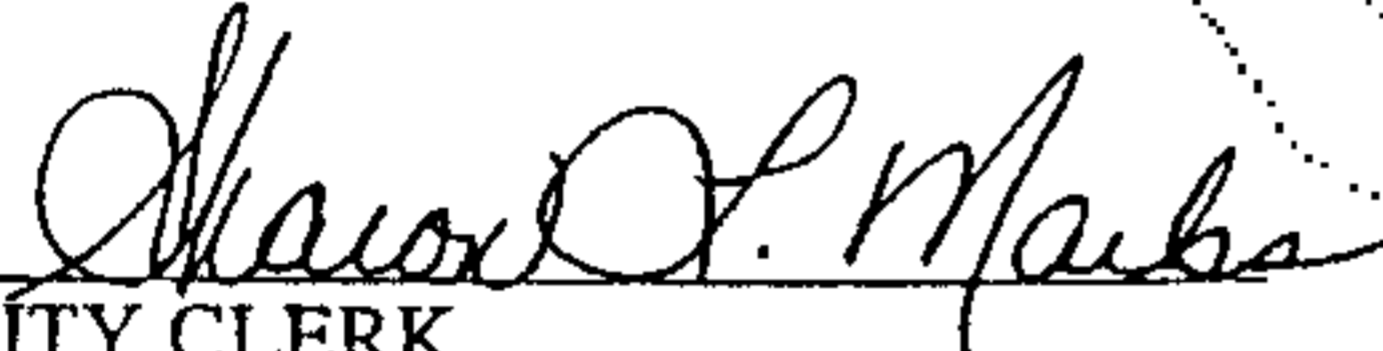
Section 2. The zoning for the area described in Section 1 shall be determined by the adopted Comprehensive Plan for the City of Everett

Section 3. The properties in the area described in Section 1 shall not be responsible for the existing City indebtedness, contracted prior to or existing prior to the annexation

Section 4. This ordinance shall become effective 10 days following approval of the annexation by the Snohomish County Boundary Review Board, or the approval of such annexation at an election if any is held, as provided under Chapter 35 13 RCW or the forty-fifth day from, but excluding the date of passage of this ordinance, or upon the effective date of the ordinance adopting zoning for the area described in Section 1, whichever shall be the later

  
EDWARD D. HANSEN, Mayor

ATTEST:

  
CITY CLERK

Passed 11/17/99

Valid 11/22/99

Published 11/27/99

Effective Date                     

Ord-80annex



**EXHIBIT C - COUNTY LEGISLATIVE MEASURES AND CONTRACTUAL AGREEMENTS**

Snohomish County Land Use and Development Codes which need to be adopted by the City All codes are "as amended"

- A SCC Title 13, entitled ROADS AND BRIDGES, Chapters 13 01, 13 02, 13 05, and 13 10 through 13 70, 13 95, 13 110 and 13 130
- B SCC Title 16, entitled FIRE CODE, Chapter 16 04
- C SCC Title 17, entitled BUILDINGS, Chapters 17, 17 04, 17 16, 17 18, and 17 40
- D SCC Title 18, entitled ZONING CODE
- E SCC Title 19, entitled SUBDIVISION CODE
- F SCC Title 19A, entitled BINDING SITE PLAN
- G SCC Title 20, entitled SHORT SUBDIVISION CODE
- H SCC Title 21, entitled SHORELINE MANAGEMENT PERMITS FOR DEVELOPMENT
- I SCC Title 23, entitled ENVIRONMENTAL POLICY
- J SCC Title 24, entitled DRAINAGE
- K SCC Title 25, entitled STORM AND SURFACE WATER MANAGEMENT
- L SCC Title 26A, entitled PARKS MITIGATION
- M SCC Title 26B, entitled TRAFFIC MITIGATION
- N SCC Title 26C, entitled SCHOOLS MITIGATION
- O SCC Title 27, entitled FLOOD HAZARD
- P Ordinance 93-036, entitled SHORELINE MASTER PROGRAM
- Q SCC Chapter 32 10 Critical Areas Regulations
- R SCC Chapter 32 11 Interim Ground Water Protection Regulations
- S SCC Chapter 32 50 Permit Processing

All applicable state building and construction codes as adopted and amended by Snohomish County, including, but not limited to

- a) 1997 Uniform Building Code
- b) 1997 Uniform Plumbing Code
- c) 1997 Uniform Mechanical Code
- d) Washington State Energy Code adopted April 1, 1990

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