INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAKE STEVENS, SNOHOMISH COUNTY, AND THE LAKE STEVENS SEWER DISTRICT CONCERNING THE SOUTHEAST INTERLOCAL ANNEXATION AND THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296

1. PARTIES

This Interlocal Agreement ("Agreement" or "ILA") is made by and between the City of Lake Stevens ("City"), a Washington municipal corporation; Snohomish County ("County"), a political subdivision of the State of Washington; and the Lake Stevens Sewer District ("District"), a special purpose district of the State of Washington, collectively referred to as the "Parties," pursuant to Chapter 35A.14 RCW (Annexation by Code Cities), Chapter 36.70A RCW (Growth Management Act), Chapter 36.115 RCW (Governmental Services Act), Chapter 43.21C RCW (State Environmental Policy Act), Chapter 36.70B RCW (Local Project Review), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), and Chapter 39.34 RCW (Interlocal Cooperation Act).

2. PURPOSE

2.1 Primary purpose. The primary purpose of this Agreement is to set forth the terms of the Parties' agreement to the annexation ("Annexation") to the City of territory located within the Southeast Interlocal Annexation area, which area is referred to herein as the "Annexation Area," pursuant to RCW 35A.14.296. The territory included in the Annexation Area, including the entirety of the lake, is depicted in Exhibit A and a legal description is provided in Exhibit B to this Agreement, and incorporated herein by this reference. The Annexation Area is completely within the City's Urban Growth Area (UGA) designated under RCW 36.70A.110.

2.2. Orderly transition of services and capital projects. The City, County, and District recognize the need to facilitate an orderly transition of services and capital projects from the County to the City at the time of the Annexation.

2.3 Secondary purpose. The secondary purpose of this Agreement is to identify those areas within the City's UGA that the District intends to annex pursuant to one of methods authorized under Chapter 57.24 RCW. This area is referred to herein as the "Sewer Expansion Area". The Sewer Expansion Area is completely within the City's UGA, as depicted in Exhibit C and consistent with the *City of Lake Stevens Sewer District Unified Sewer Services and Annexation Agreement*, effective May 23, 2005, and recorded under Auditor File # 200604250536), and its subsequent amendments. No specific timeframe has been established for future annexations of the sewer expansion area.

3. GENERAL AGREEMENT REGARDING ANNEXATION

3.1 Applicability of Master Annexation ILA. The Parties recognize the existence of a certain *Interlocal Agreement Between the City of Lake Stevens and Snohomish County Concerning Annexation and Urban Development Within the Lake Stevens Urban Growth Area*, effective October 26, 2005, and recorded under Auditor's File #200511100706 ("Master Annexation ILA"), that addresses certain actions related to annexation. The Parties agree and intend that the Master Annexation ILA shall have applicability, force, and effect with respect to the Annexation contemplated herein, except where specifically amended in Section 4 of this Agreement, where specific issues are identified that are not contained in the Master Annexation ILA.

3.2 Applicability of Unified Sewer Services and Annexation Agreement. The Parties recognize the existence of a certain *City of Lake Stevens and Lake Stevens Sewer District Unified Sewer Services and Annexation Agreement,* effective May 23, 2005 and recorded under Auditor's File # 200604250536 and amended on four occasions, most recently on September 27, 2010 ("Unified Sewer Services and Annexation Agreement"), that addresses the unification of the sewerage system within the UGA and coordination of capital projects and annexations affecting the sewerage system

3.3 Snohomish County Tomorrow Annexation Principles. The Parties intend that this Agreement, together with the Master Annexation ILA, be interpreted in a manner that furthers the objectives articulated in the Snohomish County Tomorrow Annexation Principles. For this purpose, the Snohomish County Tomorrow Annexation Principles means that document adopted by the Snohomish County Tomorrow Steering Committee on February 28, 2007, and supported by the Snohomish County Council in Joint Resolution No. 07-026 passed on September 5, 2007. The Snohomish County Tomorrow Annexation Principles are attached to this Agreement as Exhibit D and incorporated herein by this reference.

3.4 Annexation approval. The Parties agree to hold a joint public hearing on this Agreement on March 9, 2021. The Parties agree that following execution of this Agreement, the City shall pursue the annexation of the territory depicted and described in Exhibits A and B by adoption of an ordinance pursuant to RCW 35A.14.296

3.5 Effective date of annexation. The Parties agree that the City's annexation shall become effective ~~May 28~~July 16, 2021.

4. AMENDMENT TO THE MASTER ANNEXATION ILA AND ADDITIONAL AGREEMENTS

4.1 Amendment to Section 3.3 of the Master Annexation ILA. Section 3.3 of the Master Annexation ILA is amended as follows:

3.3 *Urban density requirements* Except as may be otherwise allowed by law, the CITY agrees to adopt and maintain land use designations and zones for the annexation areas that will ensure that new residential subdivisions and development will achieve a minimum net density[1] of four dwelling units per acre and that will accommodate within its jurisdiction the population, housing, and employment allocation assigned by Snohomish County under GMA for the subject area. Provided, however, this shall not be deemed as a waiver of the City's right to appeal the assignment of population and employment allocation by any means provided by law.

[1]For purposes of this agreement, minimum net density is the density of development excluding roads, drainage detention/retention areas, biofiltration swales, areas required for public use, and critical areas and their required buffers. Minimum density is determined by rounding up to the next whole unit or lot when a fraction of a unit or lot is 0.5 or greater.

4.2 Amendment to Section 9.1 of the Master Annexation ILA. Section 9.1 of the Master Annexation ILA is deleted in its entirety and replaced with the following:

9.1 *Legal control and maintenance responsibilities*. If an annexation area includes surface water management improvements or facilities (i) in which the COUNTY has an ownership interest, (ii) over or to which the COUNTY has one or more easements for access, inspection and/or maintenance purposes, and/or (iii) relating to which the COUNTY has maintenance, monitoring, or other responsibilities, all such ownership interests, rights and responsibilities shall be transferred to the CITY, effective by the date of the annexation, except as otherwise negotiated between the Parties in any subsequent agreements. The COUNTY agrees to provide a list of all such known surface water management improvements and facilities to the CITY. If the COUNTY'S current Annual Construction Plan or Surface Water Management Division budget includes major surface water projects in the area to be annexed, the Parties will determine how funding, construction, programmatic and subsequent operational responsibilities, legal control and responsibilities will be assigned for these improvements, and the timing thereof, under the provisions of RCW 36.89.050, RCW 36.89.120 and all other applicable authorities.

4.3 Amendment to Section 9.2 of the Master Annexation ILA. Section 9.2 of the Master Annexation ILA is deleted in its entirety and replaced with the following:

9.2 *Taxes, fees, rates, charges and other monetary adjustments*. The CITY recognizes that service charges are collected by the COUNTY for unincorporated areas within the COUNTY'S Surface Water Management Utility District. Surface water management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of an annexation, the CITY hereby agrees that the COUNTY may continue to collect and, pursuant to Title 25 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the annexation occurs to the provision of surface water services designated in that year's budget. These services, which do not include servicing of drainage systems in road right-of-way, will be provided through the calendar year in which the annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the COUNTY. If the CITY intends for the COUNTY to continue providing surface water services beyond the calendar year after annexation, a separate interlocal agreement must be negotiated between the Parties.

4.4 Amendment to Section 9.3 of the Master Annexation ILA. Section 9.3 of the Master Annexation ILA is deleted in its entirety.

4.5 Amendment to Section 9 of the Master Annexation ILA. Section 9 of the Master Annexation ILA is amended to add new Master Annexation ILA sections 9.3, 9.4, 9.5, 9.6, 9.7, and 9.8 as follows:

9.3 *Compliance with National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Permit*. The Parties acknowledge that upon the effective date of any annexation, the annexation area will become subject to the requirements of the CITY'S Phase II NPDES Municipal Stormwater 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 an annexation area pursuant to Subsection 9.2, the CITY expressly acknowledges, understands and agrees that from and after the effective date of any annexation (i) the CITY shall be solely responsible for ensuring the requirements of the CITY'S NPDES Permit are met relating to the annexation area, and (ii) any stormwater management services the COUNTY continues to provide in the annexation area pursuant to Subsection 9.2 will not be designed or intended to ensure or guarantee compliance with the requirements of the CITY'S Phase II NPDES Permit.

9.4 *Access during remainder of calendar year in which annexation occurs*. To ensure the COUNTY is able to promptly and efficiently perform surface water management services in the annexation area after the effective date of annexation, as described in Subsection 9.2, the CITY shall provide the COUNTY with reasonable access to all portions of the annexation area in which

such services are to be performed. Reasonable access shall include, by way of example and not by way of limitation, the temporary closing to traffic of streets, or portions thereof, if such closing is reasonably necessary to perform the service at issue.

9.5 *Surface Water Facility Data*. In addition to the list of COUNTY facilities and assets provided in Subsection 9.1, the COUNTY shall provide:

9.5.1 Available data on surface water facilities which the COUNTY has in its database, which may include but not be limited to: inspection and maintenance records, spatial and attribution data (ArcGIS), As-Built construction plans, ownership status (private, public), and current maintenance responsibility.

9.5.2 Available data on surface water programs concerning the annexation area, which may include but not be limited to: drainage complaints; water quality complaints; business inspections; facility inspections; education and outreach; monitoring; salmon recovery; and special studies.

9.6 *Surface Water Management cases referred to Planning and Development Services (PDS) code enforcement for county code violations.* Any pending Surface Water Management cases referred to PDS code enforcement for county code violations relating to real property located in an annexation area 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 at the CITY'S discretion. The COUNTY agrees to make its employees available as witnesses at no cost to the CITY, if necessary, to assist with transferred code enforcement cases. Upon request, the COUNTY agrees to provide the CITY with copies of any files and records related to any transferred case.

9.7 *Government service agreements.* The COUNTY and CITY intend to work toward one or more interlocal agreements for joint watershed management planning, capital construction, infrastructure management, habitat/river management, water quality management, outreach and volunteerism, and other related services.

9.8 *Transfer of Federal and State Permits*. If there are structures or work related to COUNTY surface water management improvements or facilities that are authorized under active federal or state permits located in an annexation area, as the new owner the CITY, if allowed by the federal or state permit, agrees to execute documents validating the transfer of the permit(s) and accept the responsibility and liabilities associated with compliance with the permit(s) terms and conditions, unless otherwise mutually agreed to in writing. Active

federal or state permits are those permits under which there are responsibilities and duties that have not been completed by the permittee according to the permit terms and conditions, including but not limited to, monitoring and maintenance responsibilities and duties.

5. SURFACE WATER MANAGEMENT IMPROVEMENTS AND FACILITIES

In accordance with Section 9.1 of the Master Annexation ILA, an initial list of known surface water management improvements and facilities owned by the County or over which the County has rights or responsibilities in the Annexation Area is attached and incorporated hereto as Exhibit E. While the County has made its best efforts to provide a list of all known surface water management improvements and facilities, the exclusion of any County owned facilities or property interests located within the Annexation Area from Exhibit E, does not change the Parties agreement that any ownership interests, rights and responsibilities associated with County surface water management improvement and facilities in the Annexation Area shall be transferred to the City, effective by the date of the annexation.

6. RESIDENTIAL ZONING

For all parcels zoned by the County for residential development in the Annexation Area, in accordance with RCW 35A.14.296(2) the City agrees that for a period of five years after the effective date of annexation the City shall maintain a zoning designation that provides for residential development and not reduce the minimum gross residential density for those parcels below the density allowed for by the County zoning designation in effect prior to annexation. The City assigned zoning pre-designations for the Annexation Area via City Ordinance 1073 and as amended by City Ordinance 1106, which comply with the requirements of RCW 35A.14.296(2).

7. TRANSFER OF SUNSET PARK

Sunset Park is a 0.27-acre park located at 410 E Lake Stevens Rd (Assessor Parcel # 00533400001500) that is currently owned and managed by the County. As part of this Agreement, ownership and maintenance responsibilities for Sunset Park will be transferred to the City in its existing condition. The City has identified several capital improvements to the park to bring it up to the City's level of service for parks and to address bank and shore stabilization issues. The County agrees to support the City in its pursuit of funding sources for necessary park improvements.

8. FUTURE CAPITAL IMPROVEMENTS

The County has not identified any planned capital improvements to roads or other existing transportation infrastructure or to the list of surface water facilities listed in Exhibit E. The County agrees to work cooperatively on identifying and planning needed transportation improvements within and adjacent to the annexation area that will meet the needs of both city and countywide multimodal traffic. The County Surface Water Management staff expertise provided under this

section will be limited to available technical knowledge about surface water conditions and infrastructure in the Annexation Area.

9. 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.

10. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim or controversy has been submitted to a mutually agreed upon mediator. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each Party shall be responsible for the costs of their own legal representation. Each Party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process. The Parties agree to mediate any disputes arising under this Agreement including, without limitation, disputes regarding the annexation process or responsibilities of the Parties prior to the Boundary Review Board hearing on the Annexation.

11. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the Parties in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict. As between the District and the City, this Agreement is intended to address the future annexation of territory by the District located within the Southeast Interlocal Annexation Area under chapter 57.24 RCW. Other than the implications of the additional territory, this Agreement does not change the terms and conditions of the Unified Sewer Services and Annexation Agreement.

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 all applicable state or local laws. The County and City retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, the County and City do not intend to abrogate the decision-making responsibility or police powers vested in them by law.

13. EFFECTIVE DATE, DURATION AND TERMINATION

13.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of the Parties and the

signing of the Agreement by an authorized representative of each Party hereto.

13.2 Duration. This Agreement shall be in full force and effect through December 31, 2030. If the Parties desire to continue the terms of the Agreement after the Agreement is set to expire, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.

13.3 Termination. Any Party may terminate this Agreement upon ninety (90) days advance written notice to the other party. Notwithstanding termination of this Agreement, the Parties are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination.

14. INDEMNIFICATION AND LIABILITY

14.1 Indemnification of County. The City shall protect, save harmless, indemnify and defend, 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.

14.2 Indemnification of City. The County shall protect, save harmless, indemnify, and defend 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 County's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the City, its elected and appointed officials, officers, employees, or agents.

14.3 Extent of liability. 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 be only to the extent of that party's negligence.

14.4 Hold harmless. 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 requested mitigation and/or failure by the City to comply with Chapter 82.02 RCW. The County shall hold the City harmless and defend at its expense

any legal challenges to the County's requested mitigation or failure by the County to comply with Chapter 82.02 RCW.

15. SEVERABILITY

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

16. EXERCISE OF RIGHTS OR REMEDIES

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

17. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records with regard to the subject matter of this Agreement, except for privileged documents, upon reasonable written notice.

The City, the County, and the District each acknowledges, agrees and understands that each party is a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. This Agreement and all public records associated with this Agreement shall be retained and be available from the City, the County, and the District for inspection and copying where required by the Public Records Act, Chapter 42.56 RCW.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the Annexation, except as set forth in Section 3 and Section 4 of this 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, the County and the District 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 Agreement, the City, the County, or the District may terminate the Agreement under Subsection 13.3 of this Agreement, subject to renegotiation under those new funding limitations and conditions.

21. FILING

A copy of this Agreement shall be filed with the Lake Stevens City Clerk and recorded with the Snohomish County Auditor's Office or as otherwise allowed or required under state law.

22. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Russ Wright
Community Development Director
City of Lake Stevens
1812 Main St.
Lake Stevens, WA 98258
(425) 334-1012

Eileen Canola
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Ave.
Everett, WA 98201
(425) 262-2253

Johnathan Dix
Assistant General Manager
Lake Stevens Sewer District
1106 Vernon Road, Suite A
Lake Stevens, WA 98258
(425) 334-8588

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

Dated this 12th day of May 20__.

CITY OF LAKE STEVENS
BY:

Brett Gailey
Mayor

Date: 12 May 2021

ATTEST:

City Clerk

Approved as to form only:

Greg Rubstello
Greg Rubstello (May 17, 2021 10:14 PDT)

Attorney for the City of Lake Stevens

SNOHOMISH COUNTY
BY:

Dave Somers
County Executive

Date: 4/29/2021

ATTEST:

Clerk of the County Council

Approved as to form only:

Deputy Prosecuting Attorney for Snohomish County

LAKE STEVENS SEWER DISTRICT
BY:

Dan Lorentzen
President

DATE: 5/5/2021

ATTEST:

Approved as to form only:

Attorney for Lake Stevens Sewer District

EXHIBIT A – Southeast UGA Annexation Map

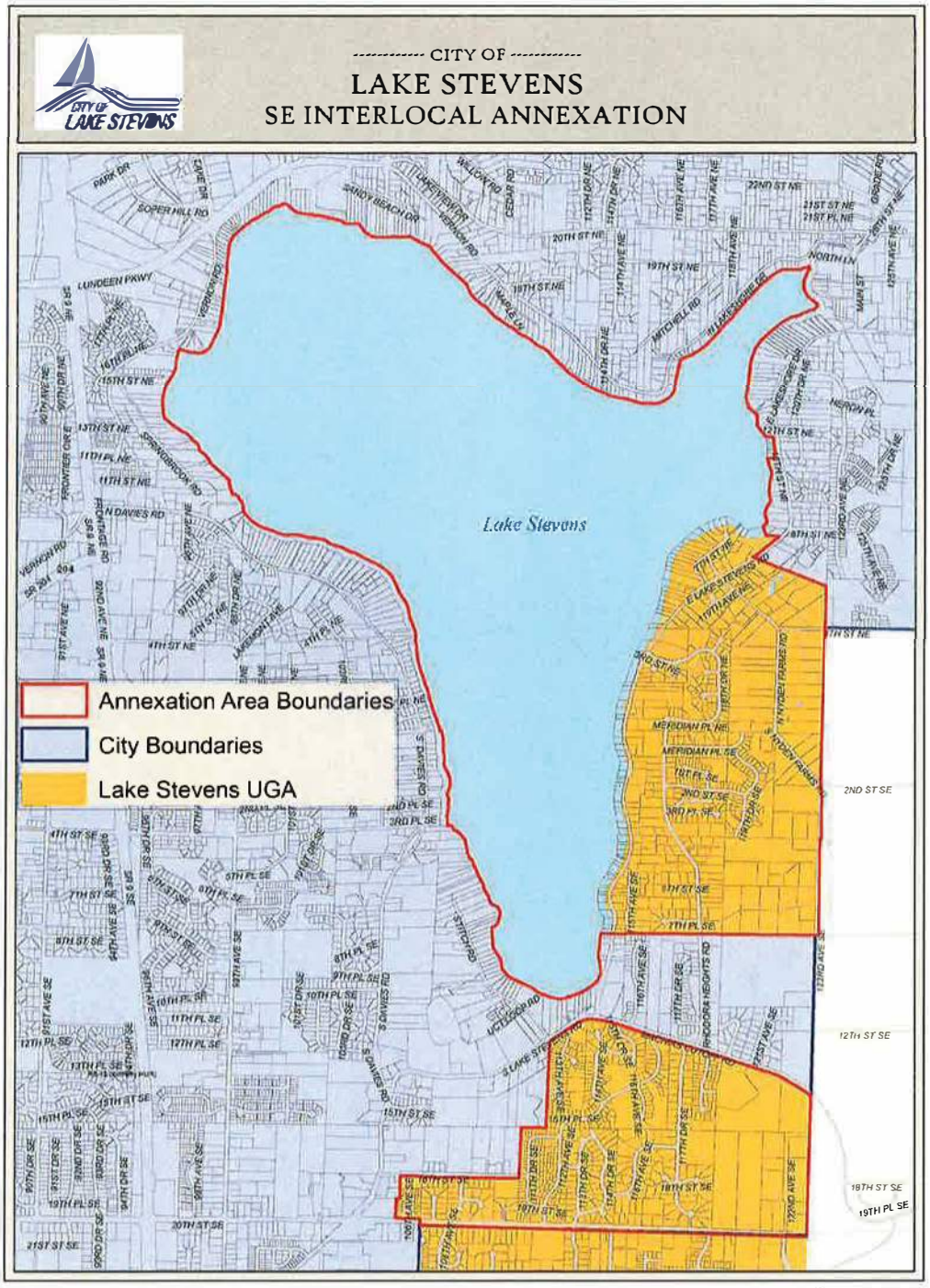

EXHIBIT B – Legal Descriptions

CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION UGA AREA (NORTH)

Those portions of Section 7, Southwest quarter of Section 8, Section 17, Section 18, the Northeast quarter of Section 19, and the Northwest quarter and Northeast quarter of Section 20, all in Township 29 North, Range 6 East, W.M., and those portions of Section 12, and the Northeast quarter of Section 13, all in Township 29 North, Range 5 East, W.M., all in Snohomish County, Washington, described as follows:

Beginning at the intersection of the south line of the Southwest quarter of said Section 17 and the Easterly right of way of 123rd Ave SE;

Thence Northerly along said east right of way, 695 feet plus or minus, to the southerly right of way of 2nd Street SE;

Thence Northwesterly, 54 feet plus or minus, to the northerly right of way of 2nd Street SE and its intersection with the east line of the Southwest quarter of said Section 17;

Thence Northerly along the east line of the Southwest quarter of said Section 17, 2115 feet plus or minus, to the Southeast corner of the Northwest quarter of said Section 17;

Thence continuing Northerly along the east line of the Northwest quarter of said Section 17, 610 feet plus or minus, to the south line of Tract 501 of The Reserve at Lake Stevens Division No. 5 as recorded under recording number 9711135006;

Thence Northwesterly along said south line of Tract 501 and extended to the westerly Right of Way of E Lake Stevens Rd, 1094 feet plus or minus, which is also the south line of Tract 999 of Cedar Cove as recorded under recording number 8302175001;

Thence Northeasterly along the westerly right-of-way of E Lake Stevens Rd, 467 feet plus or minus, to the north line of said Tract 999 of Cedar Cove;

Thence Northwesterly along the said north line of Tract 999, 315 feet plus or minus, to the Second class Shoreland and Navigable Boundary of Lake Stevens as conveyed by the State of Washington;

Thence Northerly, Westerly, Southerly, Easterly, Northerly along the said navigable boundary of said Lake Stevens and the existing city limits of the City of Lake Stevens (said navigable boundary also referred to as mean low water, the shore of, the navigable boundary of shorelands, second class shorelands and westerly limit of shorelands) approximately 30,000 feet plus or minus, to a point of a line lying 1,356.3 feet southerly of the north line of the northeast quarter of said Section 19;

Thence Easterly along the line lying 1,356.3 feet southerly of the north line of the northeast quarter of said Section 19, 333 feet plus or minus, to the east line of said Section 19 and the west line of Lot 13 of North Star Plat as recorded under recording number 201411240384;

Thence Northerly along the east line of said Section 19, 12 feet plus or minus, to the South line of the North half of the Northwest quarter of Section 20;

Thence Easterly along the said south line of the North half, 2617 feet plus or minus, to the east line of the said Northwest quarter of Section 20;

Thence Easterly 30 feet plus or minus, to the Easterly right of way of 123rd Ave SE;

Thence Northerly along said east right of way, 1316 feet plus or minus, to the True Point of Beginning.

This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evans and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.

CHS ENGINEERS

A PORTION OF SEC 12 & 13, TWP 29 N, RGE 5 E, W.M.
AND SEC 7, 8, 17, 18, 19, & 20, TWP 29 N, RGE 6 E, W.M. IN SNOHOMISH COUNTY, WA.

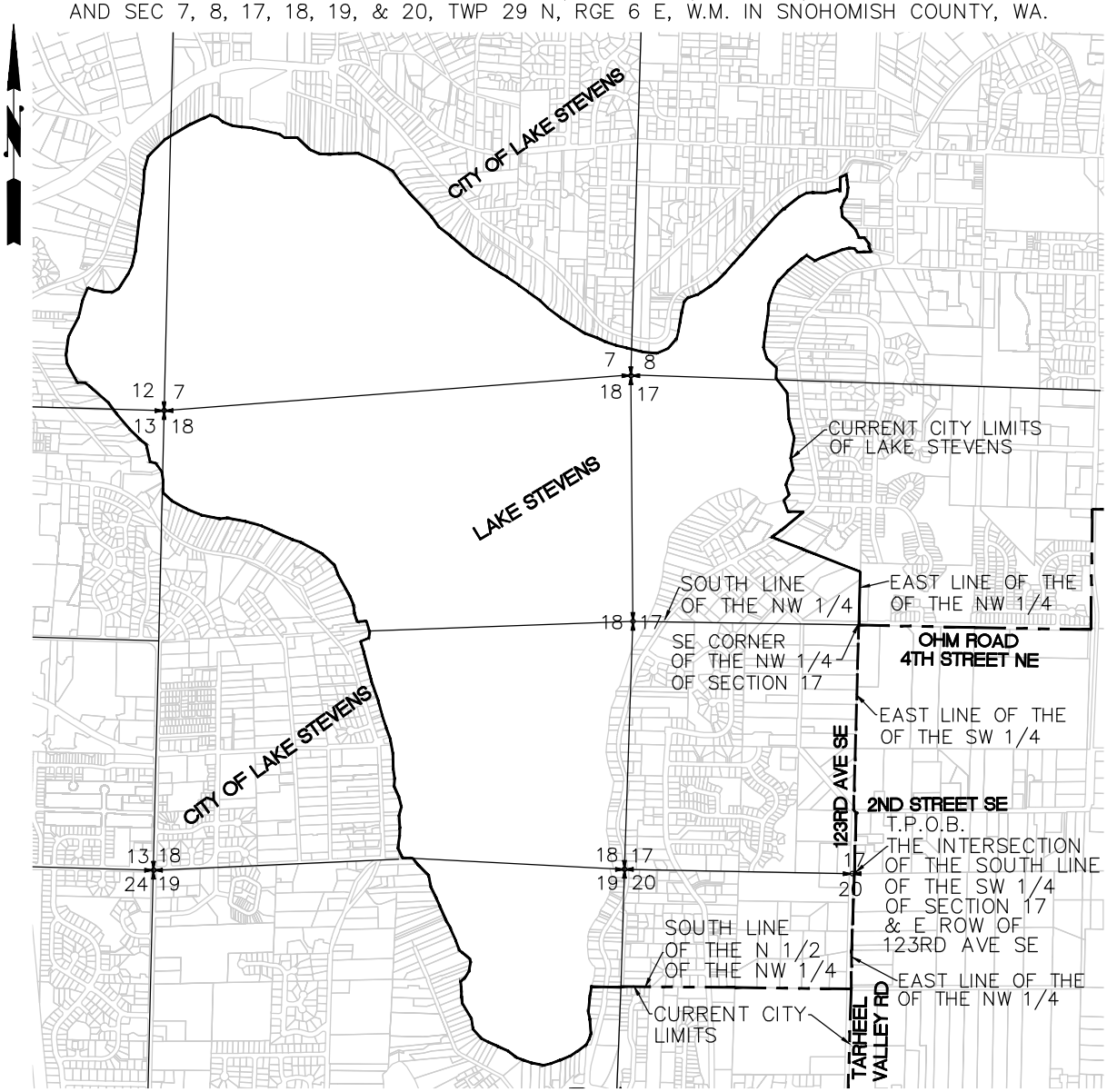

EXHIBIT "A"
CITY OF LAKE STEVENS
ANNEXATION
LEGAL DESCRIPTION

CHS ENGINEERS
12507 Bel-Red RD., Suite 101,
Bellevue, WA 98005
www.chsengineers.com
Ph: 425-637-3693

Scale
1"=2000'

Drawn by JPC Project # 372004
Checked by RL Date 06-11-21

Sheet
1/1

CITY OF LAKE STEVENS ANNEXATION LEGAL DESCRIPTION
UGA AREA (SOUTH)

Those portions of the Northeast quarter, Southeast quarter and the Southwest quarter of Section 19, the Northwest quarter, Southwest quarter and the Southeast quarter of Section 20, the Northwest quarter of Section 29, and the Northeast quarter of Section 30, all in Township 29 North, Range 6 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 20;

Thence northerly along the east line of the southwest quarter of said Section 20, 1392 feet plus or minus, to the South line of the North half of the Southwest quarter of said Section 20;

Thence easterly, 30 feet plus or minus, to the easterly right of way of 123rd Ave SE;

Thence northerly along the easterly right of way of 123rd Ave SE, 468 feet plus or minus, to its intersection with the southerly right of way of Machias Cutoff and the existing city limits of the City of Lake Stevens;

Thence northwesterly along the southerly right of way of Machias Cutoff, 3360 feet plus or minus, to its intersection with southerly right of way of S Lake Stevens Rd and following along the existing city limits of the City of Lake Stevens;

Thence southwesterly along the southerly right of way of S Lake Stevens Rd, 560 feet plus or minus, to the west line of Mission Ridge Division No 3 as recorded under recording number 200212185001;

Thence southerly along the said west line, 1192 feet plus or minus, to the north line of Mission Ridge Division No. 2 as recorded under recording number 200101035002;

Thence westerly along the said north line, 339 feet plus or minus, to the west line of said Mission Ridge Division No. 2;

Thence southerly along the said west line, 687 feet plus or minus, to the southerly right of way of 18th Street SE;

Thence westerly along the southerly right of way of 18th Street SE, 1625 feet plus or minus, to the east line of the West 75 feet of the East 375 feet of Lot 2 of Ideal Garden Tracts as recorded under Volume 7 of plat, page 33;

Thence southerly along the east line West 75 feet of the East 375 feet of said Lot 2, 120 feet plus or minus, to the south line of the North 187 feet of said Lot 2;

Thence easterly along the south line of said North 187 feet of Lot 2, 20 feet plus or minus, to the west line of Lot 19 of Silver Leaf Condominium as recorded under recording number 200510175207;

Thence southerly along the west line of said Lot 19 and the west line of Common Element A, 180 feet plus or minus, to the north line of Lot 25 of said Silver Leaf Condominium;

Thence westerly along the said north line, 44 feet plus or minus, to the west line of said Silver Leaf Condominium;

Thence southerly along the said west line, 315 feet plus or minus, to the northerly right of way of 20th Street SE;

Thence easterly along the said northerly right of way, 335 feet plus or minus, to the west line of the Southeast quarter of said Section 19;

Thence southerly along the west line of said Southeast quarter, 60 feet plus or minus to the southerly right of way of 20th Street SE

Thence easterly along the said southerly right of way, 5324 feet plus or minus, to the west line of Cascade Acres Division A as recorded under Volume 25 of plats, Page 6 and 7;

Thence northerly along said East line, 30 feet plus or minus, to the south line of said Section 20 and the True Point of Beginning.

JOHN P. CHRISTENSEN
STATE OF WASHINGTON
42426
REGISTERED
PROFESSIONAL LAND SURVEYOR
1/19/21

This legal description/exhibit was initiated by CHS Engineers, LLC and this deliverable was completed by David Evans and Associates, Inc. The licensed professional whose stamp is affixed hereto has continuously acted as the professional in responsible charge and prepared or directed all phases of the work and legal description/exhibit.

CHS ENGINEERS

A PORTION OF SEC 19, 20, 29 & 30 TWP 29 N, RGE 6 E, W.M. IN SNOHOMISH COUNTY, WA.

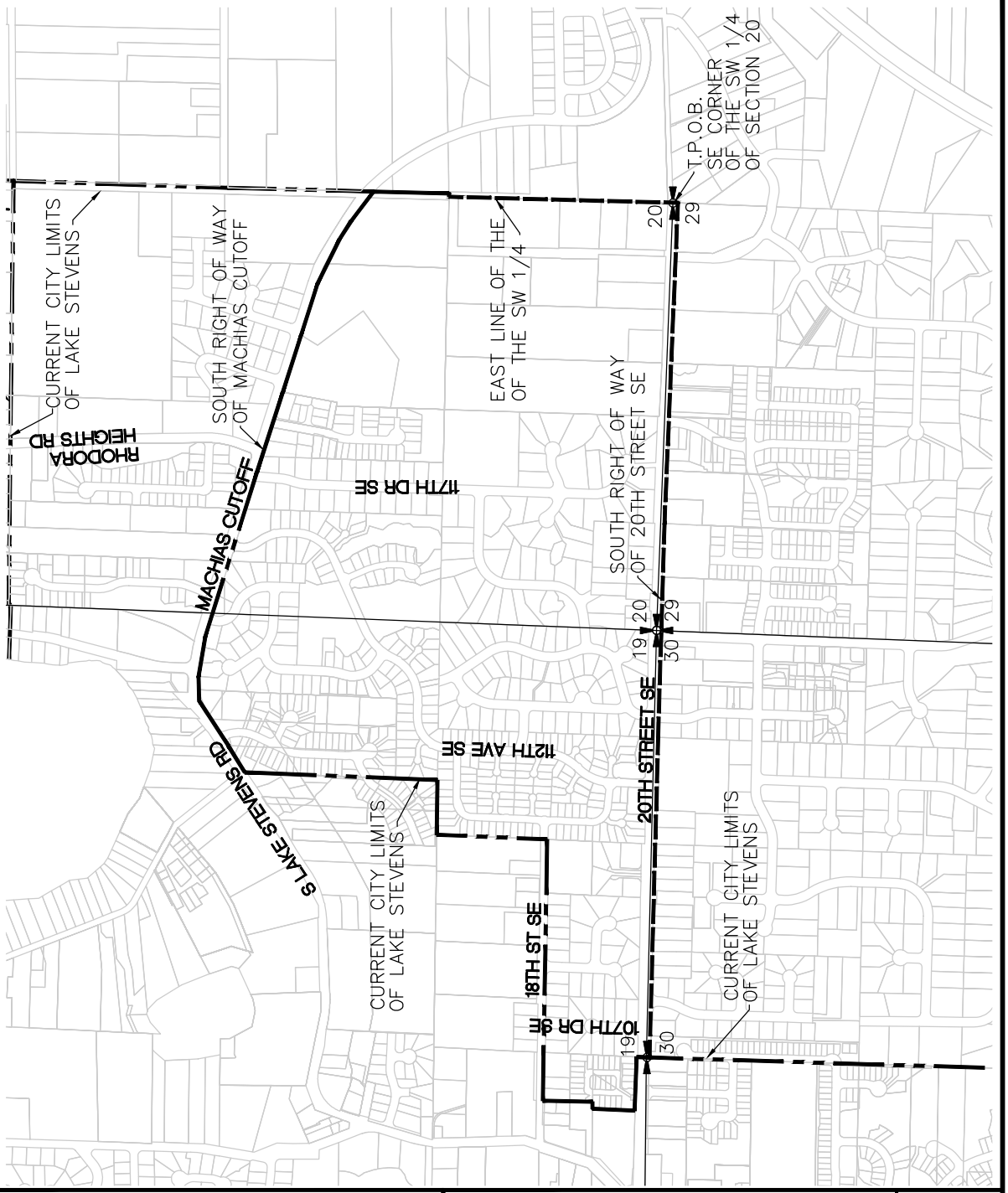

EXHIBIT "A"
CITY OF LAKE STEVENS
ANNEXATION
LEGAL DESCRIPTION

CHS ENGINEERS
12507 Bel-Red RD., Suite 101,
Bellevue, WA 98005
www.chsengineers.com
Ph: 425-637-3693

Scale
1"=1000'

Drawn by JPC Project # 372004

Checked by RL Date 06-22-20

Sheet
1/1

EXHIBIT C – Southeast UGA Sewer Expansion Area Map

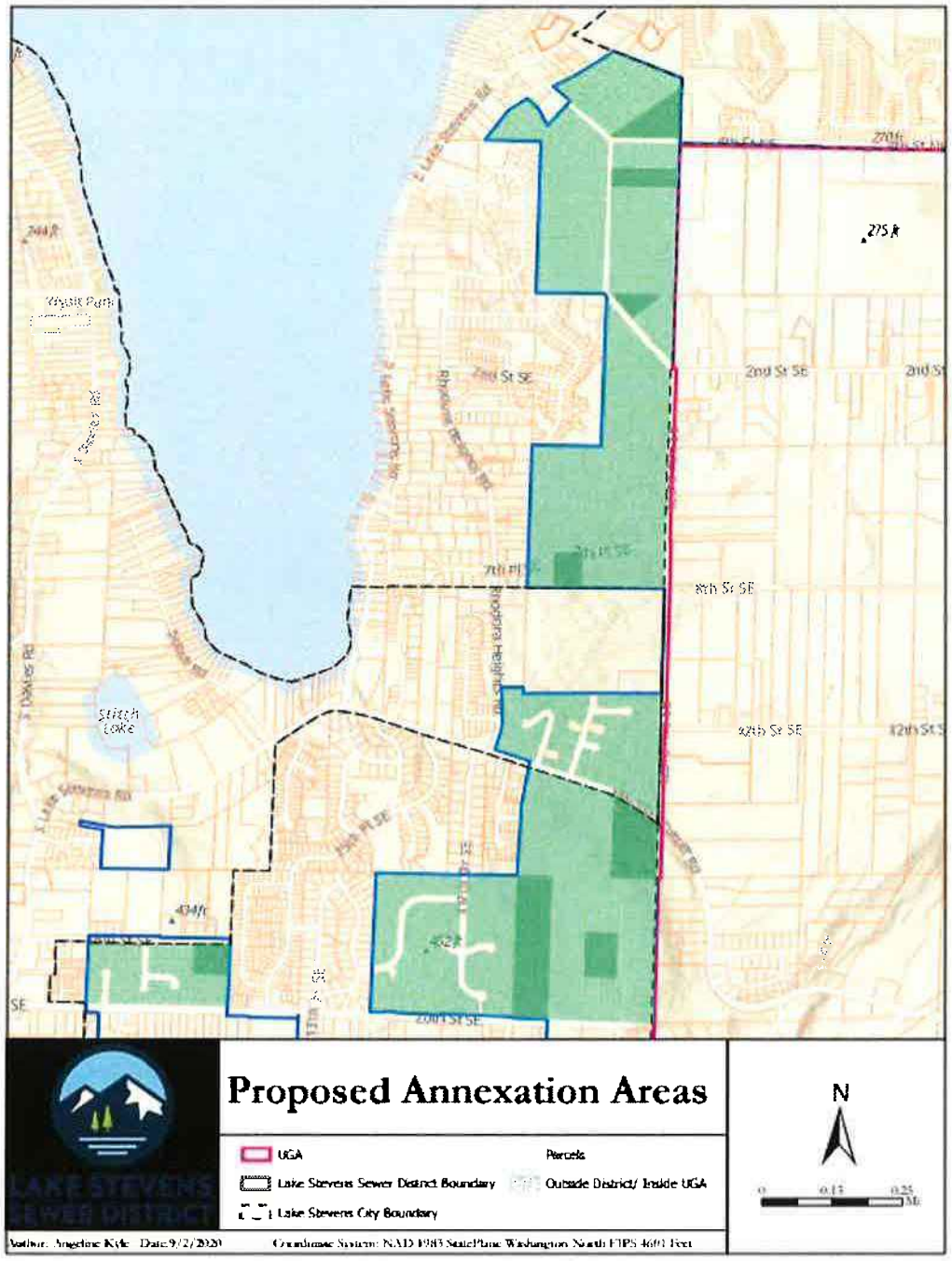

EXHIBIT D – SNOHOMISH COUNTY TOMORROW ANNEXATION PRINCIPLES

The following principles are intended as a "roadmap" for successful annexations but are not intended to require cities to annex all UGA lands. The desired outcome will reduce Snohomish County's current delivery of municipal services within the urban growth area while strengthening the County's regional planning and coordinating duties. Likewise, cities/towns will expand their municipal services to unincorporated lands scattered throughout the UGAs in Snohomish County. These principles propose altering historical funding and service delivery patterns. All parties recognize that compromises are necessary.

1. The County and all Snohomish County cities will utilize a six-year time schedule which will guide annexation goals. This work will be known as the Six Year Annexation Plan. As follow-up to the county's Municipal Urban Growth Area (MUGA) policies, those cities that have a (MUGA) land assignment, should designate this land assignment a priority. Each jurisdiction shall conduct its normal public process to ensure that citizens from both the MUGA areas and city proper are well informed. All Snohomish County cities have the option of opting in or out of this process. Cities that opt in will coordinate with the county to establish strategies for a smooth transition of services and revenues for the annexations proposed in the accepted Six Year Plan.

2. Each city will submit a written report regarding priority of potential annexation areas to the county council every two years, at which time each city will re-evaluate its time schedule for annexation. This report will serve as an update to the Six Year Annexation Plan.

   The report to the county council should be based upon each city's internal financial analyses dealing with the cost of those annexations identified for action within the immediate two-year time period. This analysis shall include: current and future infrastructure needs including, but not be limited to, arterial roads, surface water management, sewers, and bridges. A special emphasis should be given to the financing of arterial roads, including historical county funding and said roads' priority within the county's current 6-year road plan. Where financing and other considerations are not compelling, the city and county may "re-visit" the annexation strategies at the next two-year interval.

3. To facilitate annexation within urban growth areas (UGAs), the host city and the county may negotiate an Interlocal agreement providing for sub-area planning to guide the adoption of consistent zoning and development regulations between the county and the city. Coordination of zoning densities between the county and the host city may require the revision of land use maps, adoption of transfer rights or other creative solutions. Upon completion of sub-area planning, if

densities cannot be reconciled, then the issue would be directed to SCT for review and possible re-assignment to alternate sites within the UGA.

The Interlocal Agreement would also address development and permit review and related responsibilities within the UGA, apportioning related application fees based upon the review work performed by the respective parties, and any other related matters. The format for accomplishing permit reviews will be guided in part by each city's unique staffing resources as reflected in the Interlocal agreement between the host city and the county.

4. The city and the county will evaluate the financial and service impacts of an annexation to both entities, and will collaborate to resolve inequities between revenues and service provision. The city and county will negotiate on strategies to ensure that revenues and service requirements are balanced for both the city and the county. These revenue sharing and/or service provision strategies shall be determined by individual ILAs to address service operations and capital implementation strategies.

5. The county and the host city will negotiate with other special taxing districts on annexation related issues. Strategies for accomplishing these negotiations will be agreed to by the county and host city, and reflected in the host city's annexation report. (See preceding Principle #2.)

6. To implement the goals of the Annexation Principles regarding revenue sharing, service provision, and permit review transitions, the county and the cities will consider a variety of strategies and tools in developing Interlocal Agreements, including:
   - Inter-jurisdictional transfers of revenue, such as property taxes, Real Estate Excise Taxes (REET), storm drainage fees, sales tax on construction, and retail sales tax. Dedicated accounts may be opened for the deposit of funds by mutual agreement by the county and city;
   - Service provision agreements, such as contracting for service and/or phasing the transition of service from the county to the city;
   - Identifying priority infrastructure improvement areas to facilitate annexation of areas identified in Six Year Annexation Plans.

EXHIBIT E – KNOWN DRAINAGE FACILITIES OWNED BY THE COUNTY OR OVER WHICH THE COUNTY HAS RIGHTS OR RESPONSIBILITIES

Area	FacID	Owner_Type	ROW	To Transfer
Area 1	F#429	County	Yes	Facility
Area 1	F#430	County	Yes	Facility
Area 1	F#1890, F#1891	County		Facility, property rights or responsibilities
Area 1	F#2724	County	Yes	Facility, property rights or responsibilities
Area 1	F#3599	County	Yes	Facility, property rights or responsibilities
Area 1	F#3600	County	Yes	Facility
Area 2	F#173	County		Facility, property rights or responsibilities
Area 2	F#175	County	Yes	Facility
Area 2	F#176	County	Yes	Facility
Area 2	F#177	County	Yes	Facility
Area 2	F#239	County	Yes	Facility, property rights or responsibilities
Area 2	F#3595	County		Facility, property rights or responsibilities
Area 1	F#815	Private		Property rights or responsibilities
Area 1	F#1736	Private		Property rights or responsibilities
Area 1	F#1737	Private		Property rights or responsibilities
Area 1	F#2323	Private		Property rights or responsibilities
Area 1	F#2641	Private		Property rights or responsibilities
Area 1	F#3634	Private		Property rights or responsibilities
Area 2	F#178	Private		Property rights or responsibilities
Area 2	F#1406	Private		Property rights or responsibilities
Area 2	F#1551	Private		Property rights or responsibilities
Area 2	F#1999	Private		Property rights or responsibilities
Area 2	F#3347	Private		Property rights or responsibilities

Southeast Annexation ILA

Final Audit Report 2021-05-17

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