

**REAL PROPERTY EXCHANGE AGREEMENT
BETWEEN THE CITY OF LYNDEN
AND MARINA TIMMERMANS
("Agreement")**

This Right-Of-Way / Easement Exchange Agreement is made and entered into ____ this day of _____ 2019, by and between the City of Lynden, a municipal corporation ("City" or "the City") and <Marina Timmermans, a single woman, ("Timmermans")> for and in consideration of the mutual promises and performances set forth herein.

Recitals

WHEREAS, pursuant to a Settlement and Release Agreement executed by The City and Timmermans on or about October 29, 2013, attached hereto as Exhibit "A" and incorporated herein by reference, the City obtained from Timmermans an Easement for the Right-Of-Way for the planned extension of 17th Street in Lynden.

WHEREAS, thereafter, Timmermans inquired as to whether said Right-Of-Way obtained by the City pursuant to Exhibit A might be shifted west approximately eight (8) feet in order to allow for the development of a certain parcel owned by ~~Timmermans~~ Bill and Adria Cummins situated east of and abutting the Right-Of-Way.

WHEREAS, the new Right-Of-Way resulting from shifting the right-of-way eight (8) feet to the west as requested by Timmermans is described in the Right-Of-Way dedication and Deed attached hereto as Exhibit B.

WHEREAS, the City plans to construct the proposed 17th Street extension <during the 2019 building Season, or whenever>.

WHEREAS, the City and the Timmermans believe that the fair market values of the Right-Of-Way / Easement conveyed to the City pursuant to Exhibit A and the Right-Of-Way / Easement evidenced by Exhibit B, which the Parties intend to exchange for the Exhibit A easement pursuant to this Agreement are reasonably equivalent.

WHEREAS, the Parties desire to exchange the Right-Of-Way / Easement currently owned by the City and described in Exhibit A and the Right-Of-Way / Easement currently owned by Timmermans and described in Exhibit B on an "as is" like-kind exchange basis.

Whereas, pursuant to this agreement, Resolution No. 1005 attached thereto as Exhibit C, and LMC 17.21.070, the City will initiate the vacation of the Easement described in Exhibit A. It is understood by the parties that this agreement is contingent upon the vacation of the easement described in Exhibit A and that in the event said easement is not vacated, this agreement is void ad initio.

Based on the foregoing, and in consideration of the promises and performances set forth below, the City and the Timmermans hereby agree as follows:

Agreement

1. **Conveyance.** The City agrees to vacate the easement described in Exhibit A on the closing date for and in consideration for the Timmermans' conveyance to the City of the Easement / Right-Of-Way described in Exhibit B. Timmermans agrees to convey the Easement / Right-Of-Way described in Exhibit B to the City on the closing date for and in consideration of City's vacation of the easement described in Exhibit A.

2. **Exchange Value.** The City and the Timmermans agree that the "as is" fair market values of Easement A and Easement B are reasonably equivalent and each easement is deemed to be fair and reasonable consideration for the other.

3. **Condition of Title.**

(a) Following the vacation of Easement A the underlying property shall remain subject to (a) rights reserved in federal patents or state deeds, (b) building or use restrictions general to the local jurisdiction (including but not limited to restrictions imposed by the Shoreline Management Act, Growth Management Act or similar acts), (c) any other existing easements, and (d) building or zoning regulations or restrictions.

(b) Easement B shall be conveyed to the City by the Timmermans free of encumbrances or defects except for (a) rights reserved in federal patents or state deeds, (b) building or use restrictions general to the local jurisdiction (including but not limited to restrictions imposed by the Shoreline Management Act, Growth Management Act or similar acts), (c) existing easements not inconsistent with the City's intended use, and (d) building or zoning regulations or restrictions.

4. **Property Interests Conveyed As Is.** The City offers to vacate and Timmermans offers to convey their respective easements in their "as is" condition. Neither party makes any representations or warranties of any kind regarding the condition of the land or any improvements thereon. Without in any way limiting the generality of the directly preceding sentence, the City makes no representations or warranties to the Timmermans regarding the condition of the property underlying Easement A or its suitability for the Timmermans' intended investment or development purposes. Notwithstanding the foregoing, both parties represent and warrant that to the best of their knowledge without inquiry or investigation there are no hazardous or dangerous substances on, under, around or released from their respective parcels and/or the improvements (if any) thereon.

5. **Closing.** The conveyance shall close upon the occurrence of both the recording of the Right-Of-Way Deed conveying Easement B with the County Auditor's office and the vacation of Easement A ("Closing Date"), or sooner upon mutual agreement.

6. **Closing Date.** For purposes of this Agreement, "Closing Date" shall be construed as the date upon which all appropriate documents are recorded with the County.
7. **Costs and Expenses.** Except as expressly provided for herein each party shall be responsible for payment of their own costs and expenses, including fees of attorneys and accountants, incurred in conjunction with this transaction.
8. **Entire Agreement.** This Agreement supersedes any and all agreements between the parties hereto regarding the subject property which are prior to the time of this Agreement. Neither the City nor the Timmermans shall be bound by any statement, understanding, agreement, promise, representation or stipulation, express or implied, that is not expressly stated herein.
9. **Addenda.** Any addendum attached hereto that is signed by both parties shall be deemed a part hereof.
10. **Existing Lease.** If there are any existing leases or rental agreements affecting either parcel, such leases or rental agreements shall be irrevocably terminated by the City or the Timmermans, as the case may be, prior to the Closing Date.
11. **Conduct Before Closing.** Between the date of this Agreement and the Closing Date, the City and the Timmermans shall each maintain the parcels in good condition and repair.
12. **Legal Counsel.** The City and the Timmermans each covenant and warrant that they were advised of their opportunity to be represented in this transaction by independent legal counsel or advisors of their own choosing and that the other party has done nothing to interfere or discourage their respective rights to seek such advice.
13. **Time.** Time is of the essence in fulfilling and effectuating the terms of this Agreement.
14. **Real Estate Commission.** The City and the Timmermans hereby represent and warrant to each other that there are no real estate brokers or agents involved in this transaction and that no listing or sales commissions will be due to anyone.

Executed on the dates set forth adjacent to each party's signature below.

CITY OF LYNDEN:

Mayor

Date: _____

Address: 300 4th Street
Lynden, WA 98264

Approved as to form and content:

City Attorney

"TIMMERMANS":



Marina Timmermans

Date: 7-16-019

Address: 1703 Main Street
Lynden, WA 98264

EXHIBIT A

EXISTING, TO BE REVISED, 17th STREET RIGHT OF WAY/EXCHANGE AGREEMENT

MARINA A. TIMMERMANS AND CITY OF LYNDEN

TAX PARCEL NUMBERS 400319 394429 0000 & 400319 406430 0000

That portion of the Southwest Quarter of the Northeast Quarter, Section 19, Township 40 North, Range 3 East, W.M. in Whatcom County, WA and within a portion of Lot B of the Timmermans Lot Line Adjustment recorded at Auditor's File Number 2021003073, records of said County and a portion of Lot 3 of the Timmermans Short Plat recorded at Auditor's File Number 1530446, said records, and described as follows:

The following description is copied from the Settlement and Release Agreement document executed by the City and Timmermans recorded at Auditors File Number 2131003260:

Commencing at the northwest corner of Lot B of "Timmermans Lot Line Adjustment" as per the map thereof recorded under Whatcom County Auditor's File Number 2021003073; thence North $89^{\circ}05'32''$ East along the north line of Lot B a distance of 98.10 feet to the **True Point of Beginning**; thence Southerly on a tangent curve to the right, having a radius of 13.00 feet, through a central angle of $90^{\circ}00'00''$ an arc distance of 20.42 feet to a point of tangency; thence South $00^{\circ}54'28''$ East a distance of 113.82 feet to a point on the south line of Lot B, being also the north line of Lot C of said Lot Line Adjustment; thence continuing South $00^{\circ}54'28''$ East a distance of 75.98 feet to the beginning of a tangent curve to the left, thence southerly along said curve to the left, having a radius of 220.00 feet, through a central angle of $42^{\circ}34'22''$ an arc distance of 163.47 feet to the beginning of a tangent reverse curve with a radius of 470.00 feet; thence southerly along said curve to the right through an angle of $4^{\circ}13'35''$ an arc length of 34.67 feet to the southeast corner of Lot C, "Timmermans Lot Line Adjustment"; thence North $00^{\circ}20'22''$ East along the east line of Lot C a distance of 93.39 feet to the beginning of a non-tangent curve to the right, which radius point bears North $58^{\circ}19'48''$ East; thence northerly along said curve to the right, having a radius of 160.00 feet, through a central angle of

30°45'45" an arc distance of 85.90 feet to a point of tangency; thence North 00°54'28" west a distance of 89.82 feet to the north line of Lot C, "Timmermans Lot Line Adjustment" being also the south line of Lot 3, "Timmermans Short Plat" thence continuing North 00°54'28" West a distance of 99.97 feet to the beginning of a tangent curve to the right; thence northeasterly along said curve, having a radius of 13.00 feet; through a central angle of 90°00'00" an arc distance of 20.42 feet to a point of tangency on the north line of Lot 3 "Timmermans Short Plat"; thence South 89°05'32" West along the north line of Lot 3 and along the north line of Lot B, "Timmermans Short Plat" a distance of 6.00 feet to the True Point of Beginning.

Recopied from AFN 2131003260 on 6/11/2019.



EXHIBIT B

REVISED 17th STREET RIGHT OF WAY/EXCHANGE AGREEMENT

MARINA A. TIMMERMANS AND CITY OF LYNDEN

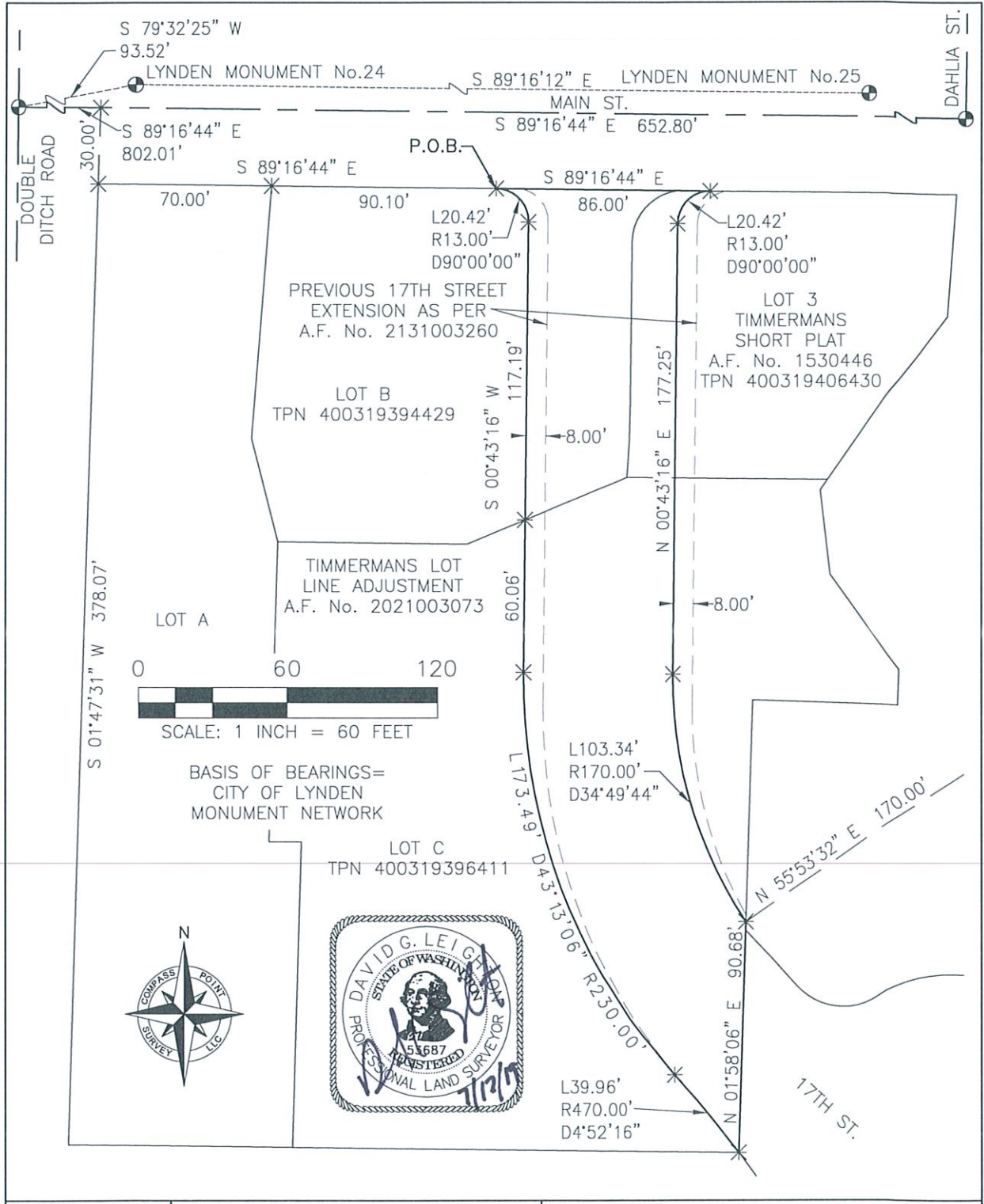
TAX PARCEL #s 400319 394429 0000 & 400319 396411 0000
& 400319 406430 0000

That portion of the Southwest Quarter of the Northeast Quarter, Section 19, Township 40 North, Range 3 East, W.M. in Whatcom County, WA and within Lots B and C of the Timmermans Lot Line Adjustment recorded at Auditor's File Number 2021003073, records of said County, and a portion of Lot 3 of the Timmermans Short Plat recorded at Auditor's File Number 1530446, said records, and described as follows:

Commencing at the northwest corner of said Lot B of Timmermans Lot Line Adjustment; thence coincident with the north line of Lot B North $89^{\circ}16'44''$ East with basis of bearing being the City of Lynden Survey Monument Network (North $89^{\circ}05'32''$ East per record) a distance of 90.10 feet to the **True Point of Beginning**; thence leaving said boundary southerly on a tangent curve to the right with a radius of 13.00 feet through a central angle of $90^{\circ}00'00''$ an arc distance of 20.42 feet to the point of tangency; thence South $00^{\circ}43'16''$ West 117.19 feet to a point on the common boundary of said Lots B and C; thence continuing South $00^{\circ}43'16''$ East 60.06 feet to the point of tangency of a curve to the left having a radius of 230.00 feet; thence along said curve through a central angle of $43^{\circ}13'06''$ an arc length of 173.49 feet to the point of a reverse curve having a radius of 470.00 feet; thence along said curve through a central angle of $4^{\circ}52'16''$ an arc length of 39.96 feet to the most southerly of the southeast corners of said Lot C; thence leaving said curve and coincident with the easterly boundary of said Lot C North $1^{\circ}58'06''$ East (North $0^{\circ}20'22''$ East per record) 90.68 feet to a Point of Curvature of a curve to the right having a radius point North $55^{\circ}53'32''$ East 170.00 feet; thence along said curve northwesterly through a central angle of $34^{\circ}49'44''$ an arc length of 103.34 feet to the point of tangency; thence North $0^{\circ}43'16''$ East 177.25 feet to the point of curvature of a curve to the right having a radius of 13.00 feet; thence through a central angle of $90^{\circ}00'00''$ an arc distance of 20.42 feet to a point on said north line of Lot B; thence coincident with said north line South $89^{\circ}16'44''$ West 86.00 feet to the true point of beginning.

Prepared on 6/11/2019, revised 7/17/2009 for TPN only.





DRAWN BY: RL
CHECKED BY: DE
DATE: 06/11/19
REV: 07/17/19

EXHIBIT C MAP
 WITHIN THE SE 1/4, NE 1/4, SECTION 19,
 TOWNSHIP 40 NORTH, RANGE 3 EAST OF W.M.
 WHATCOM COUNTY, WASHINGTON

COMPASS POINT SURVEY, LLC

523 FRONT STREET, LYNDEN, WA 98264
 PH. 360-354-8320 FAX. 360-354-8321

RESOLUTION NO. 1005

A Resolution of the City Council of the City of Lynden to hold a Public Hearing on a potential street vacation of the current right of way for the 17th Street extension to Lynden.

WHEREAS, City of Lynden ("City"), is considering the vacation of the right-of-way easement for the extension of 17th Street resulting from the Settlement between Marina Timmermans and the City of Lynden executed on or about October 29, 2013, a copy of which is attached hereto as EXHIBIT A; and

WHEREAS, the owners of the property underlying the proposed vacated easement and the City have agreed to exchange the vacated easement for a similar easement of equal value located slightly west of the easement being vacated, which agreement is attached hereto as Exhibit B; and

WHEREAS, Chapter 35.79 RCW and LMC 17.21.070 provide the City with the authority to vacate certain rights-of-way by resolution after a public hearing, and

WHEREAS, the City of Lynden will provide notice of the public hearing as set out in Section 17.21.030 B of the Lynden Municipal Code, and RCW 35.79.020 for the Proposed Right-of-Way Vacation; and

WHEREAS, if fifty percent of the abutting property owners as shown on Exhibit A file written objection to the Proposed Right-of-Way Vacation with the City Clerk, prior to the time of hearing, the City shall be prohibited from proceeding with the Proposed Right-of-Way Vacation;

NOW THEREFORE BE IT RESOLVED that the Mayor and the City Council of the City of Lynden will hold a public hearing on the Proposed Right-of-Way Vacation on July 15, 2019 at the Lynden City Council Chambers located at 205 4th Street.

APPROVED this 17 day of June 2019.


MAYOR

ATTEST:

APPROVED AS TO FORM:


CITY CLERK PAM BROWN


CITY ATTORNEY

EXHIBIT A



2131003260
Page: 1 of 10
10/30/2013 3:27 PM
AGR \$81.20
Whatcom County, WA

Request of: ZERVAS LAW

RETURN DOCUMENT TO:

Greg Greenan
Zender Thurston PS
PO Box 5226
B'ham, WA 98227

Use dark black ink and print legibly. Documents not legible will be rejected per RCW 65.04.045 & 65.04.047

DOCUMENT TITLE(S):	- <u>Agreement</u>
AUDITOR FILE NUMBER & VOL. & PG. NUMBERS OF DOCUMENT(S) BEING ASSIGNED OR RELEASED:	<u>N/A</u>
Additional reference numbers can be found on page _____ of document.	
GRANTOR(S)/GRANTEES	<u>CITY OF LYNDEN</u> <u>MARINA A. TIMMERMANS</u>
Additional grantor(s) can be found on page _____ of document.	
GRANTEE(S)	<u>(CITY OF LYNDEN,</u> <u>MARINA A. TIMMERMANS)</u>
Additional grantee(s) can be found on page _____ of document.	
ABBREVIATED LEGAL DESCRIPTION: (Lot, block, plat name OR; qtr/qtr, section, township and range OR; unit, building and condo name.)	
<u>LOT B TIMMERMANS LLA AS REC AF 2021003073;</u> <u>LOT C TIMMERMANS LLA AS REC AF 2021003073;</u> <u>LOT 3 TIMMERMANS SHORT PLATS REL BOOK</u> <u>13 SHORT PLATS PG 28</u>	
Additional legal(s) can be found on page _____ of document.	
ASSESSOR'S 16-DIGIT GEO-PARCEL NUMBER: <u>400319 394429</u> <u>0000; 400319396411 0000; 400319 406430 0000</u>	
Additional numbers can be found on page _____ of document.	

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

FILED
SETTLEMENT AND RELEASE AGREEMENT

2013 OCT 20 PM 2:35

THIS SETTLEMENT AND RELEASE ("Agreement") is entered into by and between Marina Timmermans ("Mrs. Timmermans"), a single person, and the City of Lynden ("Lynden"), a Washington municipal corporation, (collectively, "Parties"), and shall be effective as of the date of full execution entered below.

WHEREAS, the City of Lynden is a municipal corporation with a population of approximately 12,000 people, located in Whatcom County, Washington;

WHEREAS, Mrs. Timmermans owns property within Lynden, to wit: 1703 Main Street. Lynden, WA 98264, which is legally described as follows:

That portion of the East half of the Southwest quarter of the Northeast quarter, Section 19, Township 40 North, Range 3 East of W.M., described as follows: Commencing at a point on the North line of the Southwest quarter of the Northeast quarter of Section 19, Township 40 North, Range 3 East, 8 rods East of the Northwest corner of said East half of the Southwest quarter of the Northeast quarter; Thence South along a line parallel to and 8 rods East of the West line of the East half of the Southwest quarter of the Northeast quarter, a distance of 408 feet; Thence East parallel with the North line of said quarter quarter to a point 268 feet due West of the East line of said East half of the Southwest quarter of the Northeast quarter; Thence North to a point 230 feet South of the North line of the Southwest quarter of the Northeast quarter; Thence East 58 feet; Thence North to the center of a creek running along the Northeast corner of property; Thence Northerly following the center of said creek to the North line of the Southwest quarter of the Northeast quarter; Thence West along said North line of the Southwest quarter of the Northeast quarter to the point of beginning. EXCEPT Main Street (County Road No. 106).

Situated in Whatcom County, Washington.

WHEREAS, in order to complete the extension of 17th Street north to Main Street in the City of Lynden it is necessary to route the street through Mrs. Timmermans' property;

WHEREAS, in connection with the Timmermans' October 2, 1985, Short Plat, and anticipating its future need for a portion of the Timmermans' property for the eventual street extension, the City imposed a covenant barring the development of any structures within a delineated portion of Lot B; because the location of the street extension has been changed, the City no longer needs the covenanted area;

WHEREAS, on April 12, 2007, Lynden filed a condemnation petition (Petition) in the Superior Court of the State of Washington in and for Whatcom County naming Mrs. Timmermans as respondent for the purpose of condemning an easement for the 17th Street right-of-way through Mrs. Timmermans' property;

WHEREAS, on July 16, 2010, the parties filed a stipulated order on public use and necessity wherein they agreed that (a) the actual right-of-way would be shifted eastward, and (b) before trial, the City could elect to base just compensation on the area delineated in the Petition or on the actual agreed-to right-of-way location;

WHEREAS, In response to the Petition, Mrs. Timmermans filed two claims for inverse condemnation based upon denial of a short plat application occurring before the filing of the petition and alleged delay following the filing of the petition, which claims were dismissed—the first by the parties' stipulation, and the second by the court;

WHEREAS, the parties agreed on a resolution of the issue of just compensation as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Transfer of Easement. Concomitant with the payment described in Section 2, the parties will execute and file (with the Court and the Whatcom County Assessor's Office) the stipulated judgment and decree of appropriation attached hereto as Exhibit A, thereby transferring to the City of Lynden the easement contemplated in the Stipulation on Public Use and Necessity.

2. Timing of Payment. Lynden shall deliver or cause delivery of its payment of Two Hundred and Fifty Thousand Dollars (\$250,000.00), by check made payable to IOLTA, Zervas Law, P.S., to the offices of Zervas Law located at 1909 Broadway, Bellingham, WA, on or before close of business on October 31, 2013, in payment for the easement referenced in Paragraph 1.

3. Dismissal. The Parties shall move for dismissal of the condemnation action with prejudice and without costs or fees to either party except as otherwise provided herein, no later than 10 days after the disbursement of funds to Mrs. Timmerman. Dismissal shall occur upon entry of an order of dismissal by the court consistent with the terms of this Agreement.

4. Release, Cancel and Void No-build Covenant. The City shall also cancel, release and void the covenant against building any structures that was imposed in connection with the October 3, 1985, Timmermans Short Plat. Should it be determined that any further

action by the City is required to complete the covenant's cancellation, release and void, the City will undertake such action without undue delay.

5. Mutual Release. For and in consideration of the payment of the sum of Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00) and the easement conveyed in consideration thereof, the undersigned parties herewith release and forever discharge each other and their respective insurers, predecessors, successors and affiliated companies, as well as all of their agents, employees, owners, and attorneys from all claims in any way relating to the lawsuit entitled *City of Lynden, Petitioner v. Marina A. Timmermans, Respondent*, Cause Number 07 2 00866 3, except as set out in the October 7, 2013, Order Granting Petitioner's Motion for Partial Summary Judgment.

The City of Lynden agrees to pay Mrs. Timmermans the sum of Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00) by delivering to Zervas Law, P.S., a check for the full amount that is made payable to IOLTA Zervas Law, P.S. on or before the close of business on October 31, 2013, and Maria Timmermans agrees to convey the easement described in Exhibit A.

As part of the consideration of the agreed settlement of the above case Mrs. Timmermans herewith warrants that no other person or entity has an ownership interest in the Timmermans property that is the subject of this agreement that would entitle that person to share in any award for just compensation for the interest therein condemned by the City of Lynden.

This is a compromised settlement of disputed claims and is not an admission of fault or liability by anyone.

The undersigned warrant and represent that they have not sold, assigned, granted or transferred to any person, firm, or corporation any claim, demand, action or cause of action, or any part thereof, which could affect their right to execute this Agreement. The undersigned warrant and represent that they have full authority to do so, and bind themselves to this Agreement.

The preparation of this Agreement has been a joint effort and the resulting document shall not be construed more severely against any one of the parties than against the other.

6. Remedy for Breach. For any breach of this Agreement all remedies in law and equity shall be available including the remedy of specific performance.

7. Reasonable Costs and Attorney's Fees. In the event it becomes necessary for either party to retain an attorney to undertake action to induce or enforce or defend a claim under this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs related to the enforcement or defense of a claim under this Agreement.

8. Amendment. This Agreement may not be modified or amended except by the written agreement of the parties.

9. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Washington.

10. **Complete Agreement.** This Agreement, including its Exhibits, and the Purchase and Sale Agreement of even date is a fully integrated and complete Agreement and supersedes all prior or contemporaneous oral or written agreements or understandings between the parties apart from the terms and provisions expressly set forth or incorporated herein.

11. **Severability.** If any section, subsection, sentence, clause, or phrase in this Agreement is for any reason held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Complete Understanding.** The undersigned hereby declare that the terms of this Settlement and Release Agreement have been completely read and are fully understood and voluntarily accepted, following ample opportunity to confer with legal counsel, for the purpose of making a full and final compromise and settlement of any and all claims or potential claims, disputed or otherwise arising prior to the date of this Settlement and Release Agreement.

13. **Authorization.** Each person signing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of and to bind the party represented, and that any necessary conditions precedent to the execution of this Agreement on behalf of the party represented have been satisfied.

14. **Counterparts.** This Agreement may be executed in counterparts and each executed counterpart shall have the same force and effect as the original instrument and as if all of the parties to the counterparts had signed the same instrument. Electronic facsimile signatures and/or electronically scanned signatures shall be sufficient to demonstrate a party's assent to this Agreement. If the counterparts are not signed on the same day, the effective date of this Agreement shall be the latter date of the two dates.

15. **Effective Date.** This Agreement shall be effective as of the as of the date of full execution entered below.

DATED: 10-26-2013
Marina Timmermans

Marina Timmermans

DATED: 10-29-2013
City of Lynden

By: Scott Kuhns

Title: Mayor

Exhibit A

FILED

2013 OCT 30 PM 2:35

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF WHATCOM

CITY OF LYNDEN, a non-charter code city,

Petitioner,

v.

MARINA A. TIMMERMANS,

Respondent.

No. 07 2 00866 3

**STIPULATED JUDGMENT AND
DECREE OF APPROPRIATION**

Judge Snyder

JUDGMENT SUMMARY

Judgment Creditor:	MARINA A. TIMMERMANS
Attorney For Judgment Creditor:	DOMINIQUE ZERVAS
Judgment Debtor:	CITY OF LYNDEN
Principal Judgment Amount Due:	\$250,000.000
Interest to date of Judgment:	included in Principal Judgment amount
Attorney Fees:	included in Principal Judgment amount
Expert Witness Fees:	included in Principal Judgment amount
Evaluation Costs:	included in Principal Judgment amount
Other Amounts:	included in Principal Judgment amount

THIS MATTER coming on before the above-entitled court, Petitioner the City of Lynden appearing by T. Gregory Greenan, Zender Thurston PS, and Respondent Marina A. Timmermans, appearing by and through Dominique Zervas, Zervas Law, P.S.; and the undersigned parties having agreed that TWO HUNDRED FIFTY THOUSAND and 00/100

1 Dollars (\$250,000.00) is just compensation for the taking and/or damaging of the property
2 and/or property rights as described in Exhibit "A", now, therefore,

3 IT IS ORDERED, ADJUDGED AND DECREED that upon entry of this stipulated order,
4 the State shall become the owner of the property and/or property rights as described in the
5 attached Exhibit "A."

6 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that entry of this decree
7 terminates all further litigation in this matter except for any proceedings that may be necessary
8 to determine entitlement to these funds and any orders necessary to disburse the funds.
9

10 DONE IN OPEN COURT this 30 day of October, 2013.

11
12 **Charles R. Snyder**

13 JUDGE SNYDER
14 Whatcom County Superior Court

15 Presented by:
16 **ZENDER THURSTON, P.S.**

17 
18 GREG GREENAN, WSBA #16094

19 BRYAN L. PAGE, WSBA #38358

20 Attorney for Petitioner

21 Copy Received; Approved for Entry:

22 **ZERVAS LAW, P.S.**

23  10.26-13
24 DOMINIQUE ZERVAS, WSBA #34098

25 Attorney for Respondent

EXHIBIT A
LEGAL DESCRIPTION, AND MAP DEPICTING, EASEMENT

Exhibit A
Easement Description

A tract of land within the Southwest quarter of the Northeast quarter of Section 19, Township 40 North, Range 3 East of W.M., being a portion of Lot B and Lot A of "Timmermans Lot Line Adjustment" as per the map thereof recorded under Whatcom County Auditor's File Number 2021003073 and also being a portion of Lot 3 of "Timmermans Short Plat" as per the map thereof recorded under Whatcom County Auditor's File Number 1630446 and being more particularly described as follows:

Commencing at the northwest corner of Lot B of "Timmermans Lot Line Adjustment" as per the map thereof recorded under Whatcom County Auditor's File Number 2021003073; thence North 89°05'32" East along the north line of Lot B a distance of 98.10 feet to the *True Point of Beginning*; thence Southerly on a tangent curve to the right, having a radius of 13.00 feet, through a central angle of 90°00'00" an arc distance of 20.42 feet to a point of tangency; thence South 00°54'28" East a distance of 113.82 feet to a point on the south line of Lot B, being also the north line of Lot C of said Lot Line Adjustment; thence continuing South 00°54'28" East a distance of 75.98 feet to the beginning of a tangent curve to the left, thence southerly along said curve to the left, having a radius of 220.00 feet, through a central angle of 42°34'22" an arc distance of 163.47 feet to the beginning of a tangent reverse curve with a radius of 470.00 feet; thence southerly along said curve to the right through a angle of 4°13'35" an arc length of 34.67 feet to the southeast corner of Lot C, "Timmermans Lot Line Adjustment"; thence North 00°20'22" East along the east line of Lot C a distance of 93.39 feet to the beginning of a non tangent curve to the right, which radius point bears North 58°19'48" East; thence northerly along said curve to the right, having a radius of 160.00 feet, through a central angle of 30°45'45" an arc distance of 85.90 feet to a point of tangency; thence North 00°54'28" West a distance of 89.82 feet to the north line of Lot C, "Timmermans Lot Line Adjustment" being also the south line of Lot 3, "Timmermans Short Plat" thence continuing North 00°54'28" West a distance of 99.97 feet to the beginning of a tangent curve to the right; thence northeasterly along said curve, having a radius of 13.00 feet; through a central angle of 90°00'00" an arc distance of 20.42 feet to a point of tangency on the north line of Lot 3 "Timmermans Short Plat"; thence South 89°05'32" West along the north line of Lot 3 and along the north line of Lot B, "Timmermans Short Plat" a distance of 86.00 feet to the *True Point of Beginning*.



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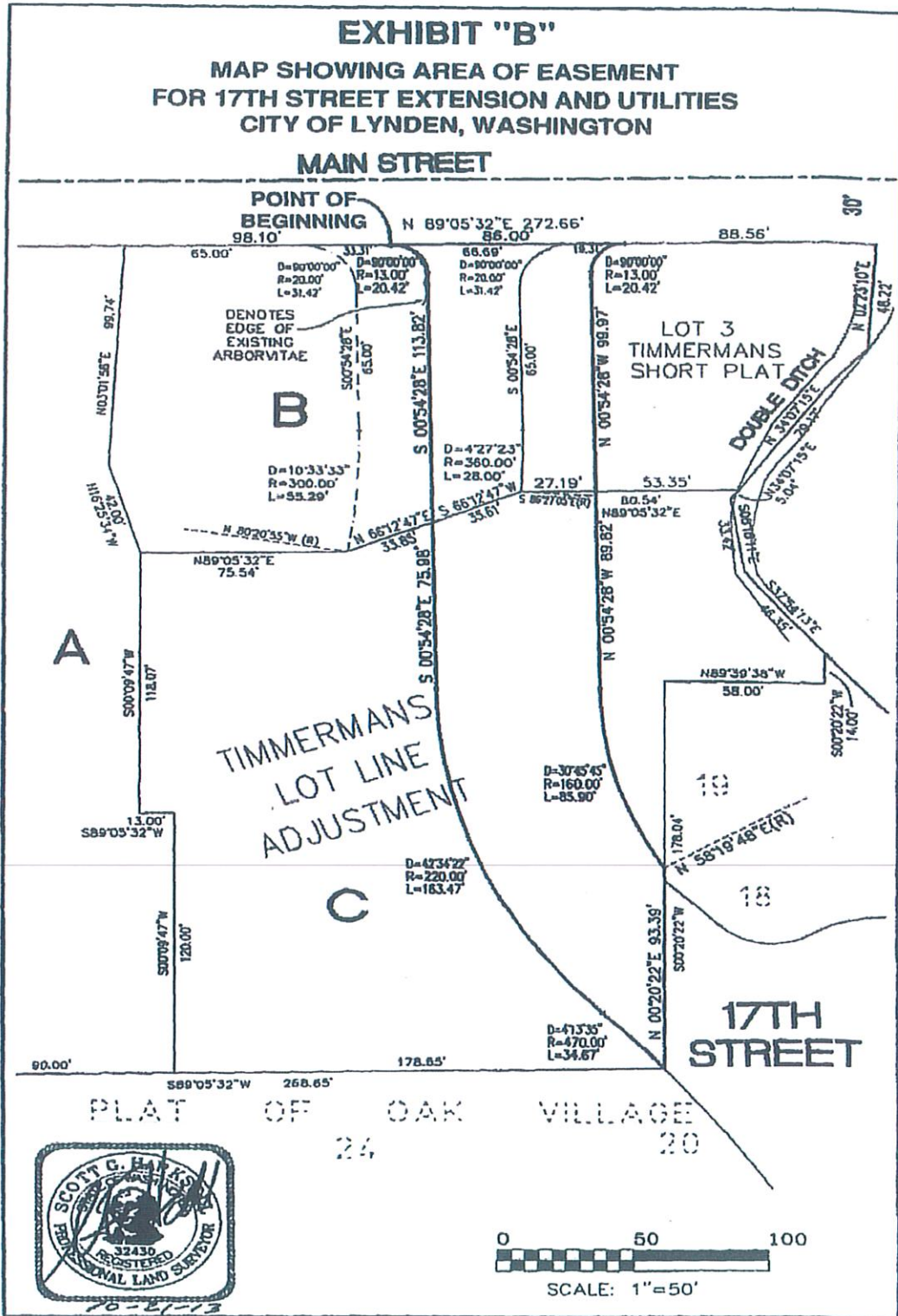


Exhibit B.

Filed for Record at Request of:
CARMICHAEL CLARK, PS
P.O. Box 5226
Bellingham, Washington 98227
(360) 647-1500

DOCUMENT TITLE:
RIGHT-OF-WAY GRANT

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR:
<>

GRANTEE:
<>

ABBREVIATED LEGAL DESCRIPTION:
<>
Full legal description at page 2 hereto

ASSESSOR'S TAX PARCEL NUMBER:
<>

RIGHT-OF-WAY GRANT

THIS RIGHT-OF-WAY GRANT ("Grant") is made this ____ day of _____, 2017, by <> ("Grantor") to the CITY OF LYNDEN, a Washington municipal corporation (hereinafter "Grantee" or "City").

The GRANTOR, for and in consideration of public interest and other good and valuable consideration, grants, dedicates and conveys to the GRANTEE, a perpetual and exclusive public easement over the following described real property situated in the City of Lynden, County of Whatcom, State of Washington:

See **Exhibit A** attached hereto, and fully incorporated herein by reference (the "Property").

The purpose of this Right-of-Way Grant is to provide the Grantee with an exclusive, perpetual and unlimited right-of-way for public ingress, egress, utilities, curbs, gutters, sidewalks and all public right-of-way purposes for the Property described at Exhibit A and depicted at **Exhibit B** hereto.

The Right-of-Way Easement shall constitute covenants running with the land, and shall be binding on the undersigned and all successors, assignees, devisees, or transferees of the parties and shall in all respects attach to the individual properties legally described in this Right-of-Way Grant.

GRANTOR:

GRANTEE:

CITY OF LYNDEN, a Washington municipal

<>

By: Scott Korthuis
Its: Mayor

<>

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

I certify that I know or have satisfactory evidence that <> is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2017.

NOTARY PUBLIC in and for the State of Washington
Residing at _____

