

AGREEMENT REGARDING FUTURE URBAN GROWTH AREAS REQUESTS

THIS AGREEMENT is made this 22nd day of April, 2013, by and between the City of Arlington (“Arlington”) and the City of Marysville (“Marysville”) as follows:

WHEREAS, in October, 1996 Marysville, Arlington and Snohomish County Fire Protection District 12 entered into an agreement entitled “Annexation and Service Area Settlement Agreement”; and

WHEREAS, one of the purposes of the Annexation and Service Area Settlement Agreement was to resolve disputes between the parties and to establish a clear basis for planning and cooperation in the future; and

WHEREAS, Section D(2) of the Annexation and Service Area Settlement Agreement states in part that “the parties agree that they shall continue to study those areas... west of I-5 with the idea of agreeing to annexation and planning boundaries for each City”; and

WHEREAS, Marysville and Arlington each have interest in defining where future annexations, planning boundaries and service areas will be established in the area generally west of I-5 - for Marysville south of 184th Street N.E. as extended and for Arlington north of 184th Street N.E. as extended; and

WHEREAS, the City of Arlington and City of Marysville each agree that it is in their mutual interest to reach agreements in advance concerning those areas generally west of I-5 north and south of 184th Street NE as extended over which each City may, subject to inclusion in its Urban Growth Area assert planning and future jurisdiction resulting from annexation;

NOW, THEREFORE, in consideration of mutual benefits and promises, the parties agree as follows:

A. URBAN GROWTH AREAS REQUESTS

1. The parties agree on the separate urban growth areas (UGAs) as set forth on the map attached hereto as **Exhibit 1** and incorporated herein by this reference. Each party to this Agreement understands that establishment of such urban growth areas are subject to

the docket process and final approval by Snohomish County.

2. Arlington will not propose a docket item to Snohomish County for UGA expansion for any area west of I-5 that is south of 184th Street N.E. as extended and as identified on the attached **Exhibit 1**. Marysville will not propose a docket item to Snohomish County for UGA expansion for any area west of I-5, that is north of 184th Street as extended and as identified on the attached **Exhibit 1**.

3. Marysville agrees not to oppose Arlington's application for docketing and establishment of an urban growth area in the area depicted as Arlington's future UGA on **Exhibit 1**. Arlington agrees not to oppose Marysville's application for docketing and establishment of an urban growth area in the area depicted as Marysville's future UGA on **Exhibit 1**.

4. To the extent either City enters into any interlocal agreement with Snohomish County for the purpose of addressing issues relating to future annexations, such agreement shall be consistent with this Agreement.

B. ADJUSTMENT OF UTILITY SERVICE AREA BOUNDARIES

1. Each City shall adjust its water, sewer and surface water utility service area boundaries consistent with **Exhibit 1** and each City agrees to take such actions as are required under the law to adjust such boundaries so that they are consistent with paragraph A.2 and **Exhibit 1** of this agreement.

2. Both Cities shall take all necessary steps to cause the Northern Snohomish County Water Utility Coordinating Committee (WUCC) to amend water service areas defined in the adopted December 2010 North Snohomish County Coordinated Water System Plan (CWSP) to be consistent with this Agreement. Each City shall apply to have its water and sewer comprehensive plan amended consistent with this Agreement.

3. The amendment of each City's utility service areas shall not be construed as prohibition on existing or future agreements for provision of utility service by either City into the service area of the other so long as each City consents in writing to the same.

4. Marysville and Arlington may separately negotiate a purchase and sale agreement at

fair market value for transfer of Marysville's water service and infrastructure located west of I-5 and north of 188th Ave to Arlington, along with all pipes, valves, appurtenances, and easements conveying the water through the I-5 right of way.

C. MISCELLANEOUS

1. Except as specifically provided in this Agreement, nothing herein is intended to alter the October 1996 Annexation and Service Area Settlement Agreement.

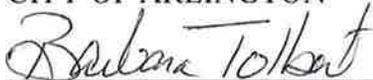
2. Arlington and Marysville agree to the following procedure for resolving disputes in connection with issues arising under this agreement. Except as specifically provided for elsewhere in this settlement agreement, and except where a mandatory specific dispute resolution process is already established by law, this procedure will begin with good faith negotiations between the jurisdictions, followed by mediation should the jurisdictions reach an impasse, followed by binding arbitration should the jurisdictions reach an impasse in mediated negotiations.

3. Nothing contained in this agreement shall be intended to create or otherwise establish any particular class or group of persons or property owners who will or should be especially protected or benefitted by the terms of this agreement. No provision or term of this agreement is intended to limit either City's authority to impose lawful regulations for the provision of services. This agreement shall not be construed as an admission of any duty to provide municipal services absent compliance with all lawful rules, regulations or ordinances.

4. Severability. Should any clause, phrase, sentence or paragraph of the Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

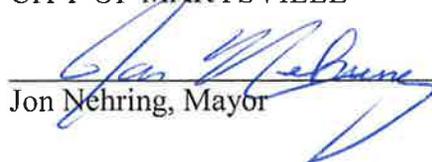
DATED this 2nd day of April, 2013.

CITY OF ARLINGTON



Barbara Tolbert, Mayor

CITY OF MARYSVILLE



Jon Nehring, Mayor

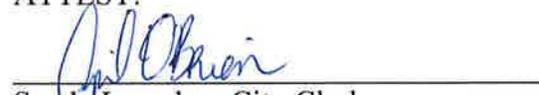
ATTEST:


Kristin Banfield, City Clerk

APPROVED AS TO FORM:


Steven J. Peiffle, City Attorney

ATTEST:


Sandy Langdon, City Clerk
APRIL O'BRIEN Deputy

APPROVED AS TO FORM:


Grant K. Weed, City Attorney

Exhibit 1 Proposed UGA Expansion Areas

Legend

-  State Highway
-  State Route
-  Streets
-  Arlington UGA Expansion
-  Arlington City Limits
-  Marysville City Limits
-  Arlington UGA
-  Marysville UGA
-  Arlington Water Service Area
-  Marysville Water Service Area

Streams and waterbodies courtesy of Snohomish County Dept of Information Systems, December 2009.

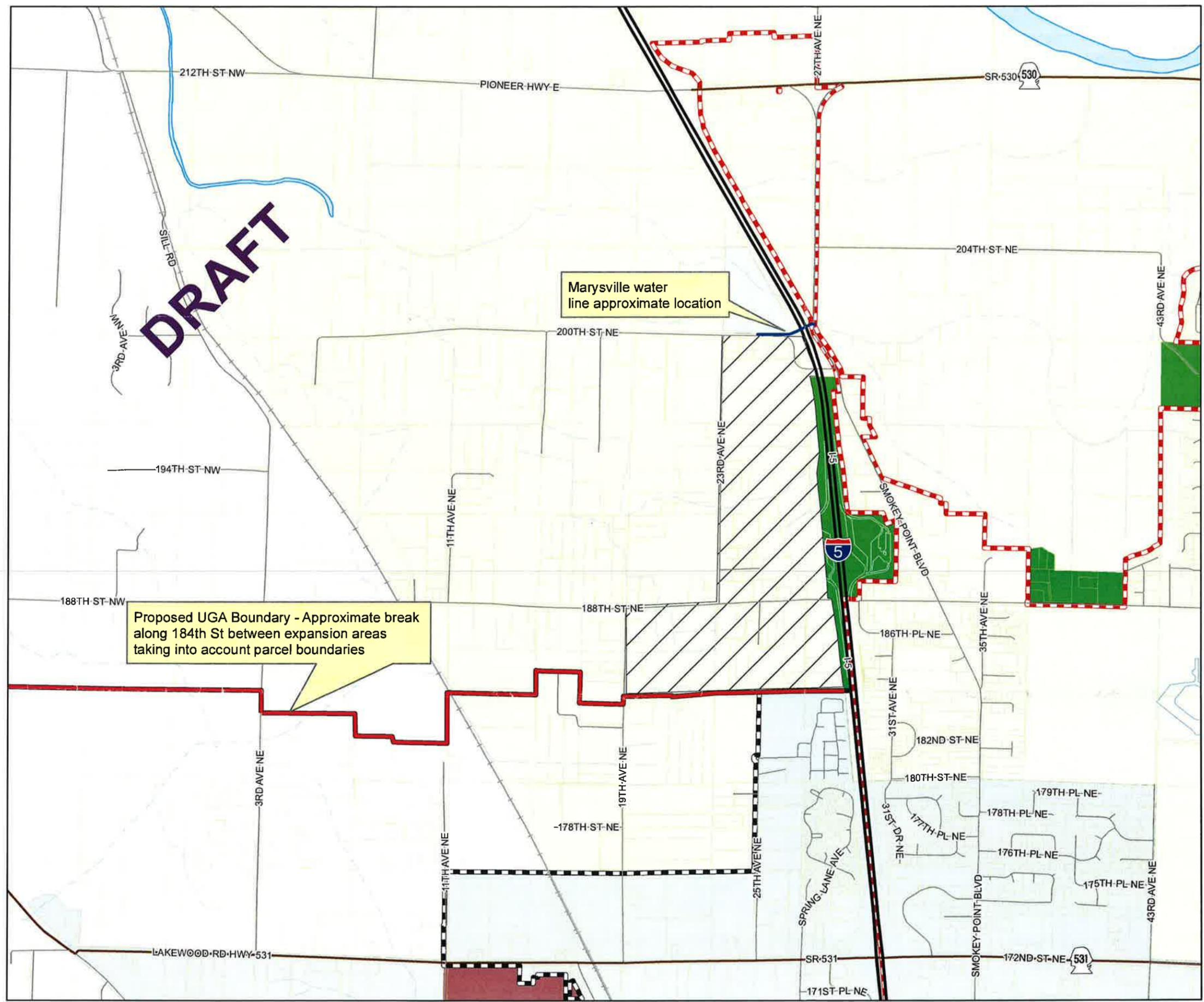
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Scale:
1 in = 1,500 feet

Date:
01/14/2013

File:
ProposedUGA11X17_13.mxd

Drawn by:
kdh



DRAFT

Marysville water line approximate location

Proposed UGA Boundary - Approximate break along 184th St between expansion areas taking into account parcel boundaries