


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: June 23, 2014

AGENDA ITEM: SR 528 and 53 rd Ave NE Intersection Improvements	
PREPARED BY: Ryan Morrison, Project Engineer DEPARTMENT: Public Works, Engineering	DIRECTOR APPROVAL: 
ATTACHMENTS: Snohomish County PUD Distribution Easement	
BUDGET CODE: 30500030.563000, R0902	AMOUNT: N/A

SUMMARY:

The SR 528 and 53rd Ave NE Intersection project involves the installation of 4 signal poles and a luminaire pole. As part of the installation of the northwest signal pole the PUD is being required to move one of their poles to avoid an overhead conflict.

The new pole will be installed within the right of way; however, it will require an guy wire that will extend into the City's Jennings Park property. This easement covers the PUD's installation and maintenance of this guy wire.

RECOMMENDED ACTION:

Staff recommends Council authorize the Mayor to sign and execute the PUD Distribution Easement with the PUD to allow installation of a guy wire.

AFTER RECORDING RETURN TO:
Public Utility District No. 1 of Snohomish County
Attn: Real Estate Services - 04
P.O. Box 1107
Everett, WA 98206



1180 (Rev. 3/92)

DISTRIBUTION EASEMENT
Underground and/or Overhead

E- _____
SW 27 (30-05)
(393075-03) 16602 – W20653

THIS INDENTURE made this _____ day of _____, 2014, between
CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as Grantor,
PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, and **Frontier Communications Northwest Inc.**,
hereinafter referred to as Grantee; WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish,
State of Washington, described as follows:

**THE NORTH 175 FEET OF THE EAST 122 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH,
RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;**

**TOGETHER WITH THAT PORTION OF THE NORTH 175 FEET OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 5
EAST, W.M., KNOWN AS LOTS 1, 2, AND THE NORTH 2 FEET OF LOTS 3 AND 4, BLOCK 3, PARK ADDITION
TO MARYSVILLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF
PLATS, PAGE 61, IN SNOHOMISH COUNTY, WASHINGTON, , NOW VACATED, AND THE VACATED ALLEY
ADJOINING SAID LOTS;**

**TOGETHER WITH VACATED 30 FEET FOR STREET ADJACENT TO THE NORTH LINE OF SAID LOTS 1 AND
2; EXCEPT STATE HIGHWAY AS CONVEYED BY INSTRUMENTS RECORDED UNDER RECORDING
NUMBERS 2329165, 2329164, AND 8603180082.**

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

TAX PARCEL NUMBERS: 30052700302300

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under
and upon the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other
valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents,
contractors, successors and assigns, the perpetual right, privilege, and authority to construct, erect, alter, improve,
extend, repair, operate, and maintain electric distribution line facilities consisting of poles and/or structures and/or
underground facilities, or combinations thereof, with necessary braces, guys, and anchors, and to install or place
upon or suspend from such poles or facilities, distribution wires, insulators, cross-arms, transformers, and other
electrical equipment, communication wires and/or cables, and other necessary or convenient appurtenances,
across, over, under and upon the following described lands and premises situated in the County of Snohomish,
State of Washington, to-wit:

**That portion of the above described property as shown on Exhibit "A" attached hereto and by this
reference made a part hereof.**

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for
the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said
line, and the right at any time to remove said facilities from said lands.

Also the right at all times to cut and/or trim all brush, timber, trees or other growth standing or growing
upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said line or to persons
or property by reason of proximity to said line. Grantor and the heirs, successors, or assigns of Grantor hereby
covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area
without approval of the District.

The Grantor and the heirs, successors or assigns of Grantor covenant and agree not to do any blasting
or discharge any explosives within a distance of three hundred (300) feet of said line without giving reasonable
notice in writing to the Grantee, its successors or assigns, of intention so to do.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said poles, wires and appurtenances from said lands, or shall otherwise permanently abandon said line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of land aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

Please sign and have notarized below

CITY OF MARYSVILLE

By: _____

State of Washington)

) ss.

County of _____)

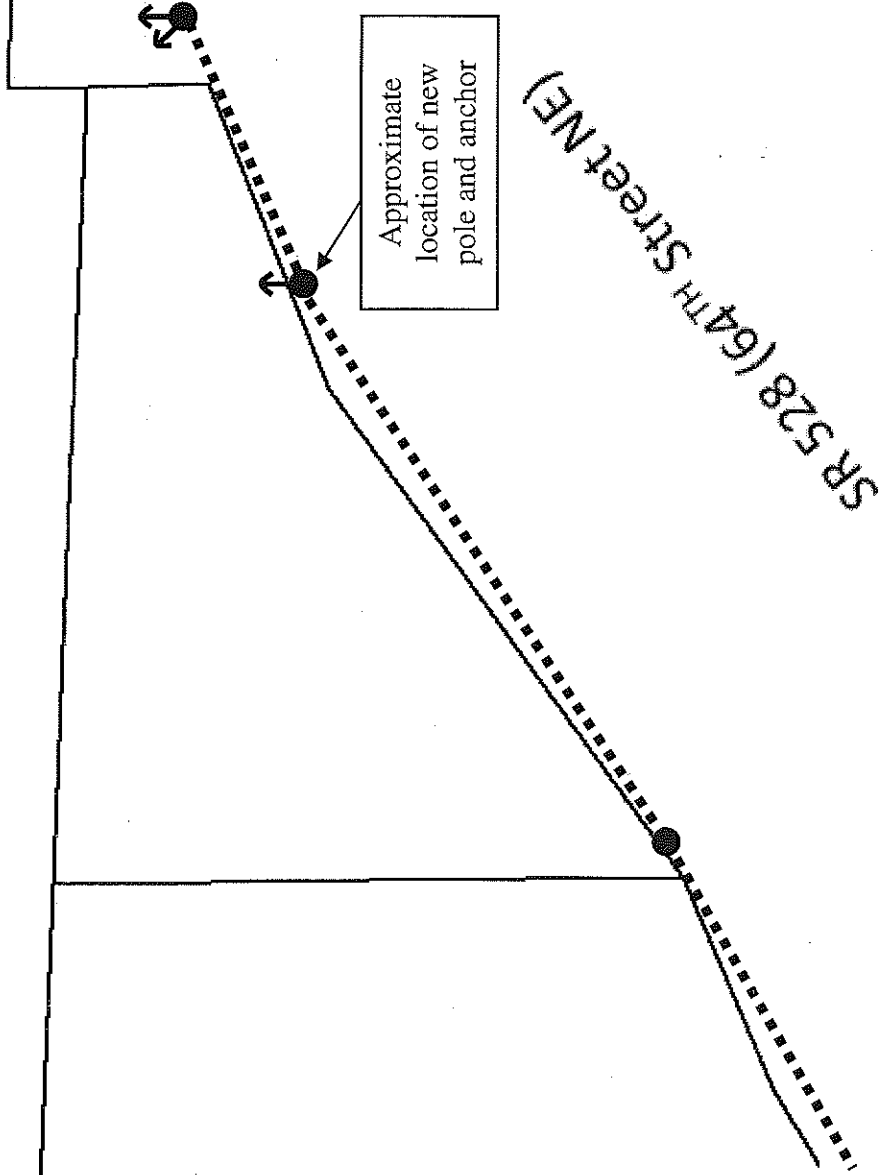
I certify that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it,
as the _____ of **CITY OF MARYSVILLE, a municipal corporation of the State of**
Washington, to be the free and voluntary act of such parties for the uses and purposes mentioned in the
instrument.

Dated: _____

Signature: _____
Notary Public

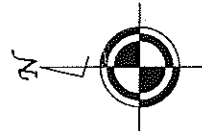
Commission expires: _____

Exhibit "A"



Approximate location of new pole and anchor


SR 528 (64TH Street NE)



THIS DRAWING IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE AN ACCURATE SURVEY

Not To Scale

SW 27-30-05

5/27/14	City of Marysville	W.O. #393075-03
		Tax Lot # 30052700302300
		R/W #16602