

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: February 8, 2016

AGENDA ITEM: Distribution Easement with Public Utility District No. 1 of Snohomish County and Frontier Communications Northwest, Inc.	
PREPARED BY: Kari Chennault, Water Resources Manager	DIRECTOR APPROVAL:
DEPARTMENT: Public Works	
ATTACHMENTS: Distribution Easement	
BUDGET CODE: N/A	AMOUNT: N/A
SUMMARY:	

As a means of providing primary power to the City for use in operating equipment for the removal of biosolids from the City’s Waste Water Treatment Plant Lagoon, Public Utility District No.1 of Snohomish County is requesting a distribution easement adjacent to the lagoon as described in Exhibit A of the attachment.

RECOMMENDED ACTION: Staff recommends that Council authorize the Mayor to sign the Distribution Easement with Public Utility District No. 1 of Snohomish County and Frontier Communications Northwest, Inc.
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AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Attn: Kelly McGill,
Manager, Real Estate Services
P.O. Box 1107
Everett, Washington 98206-1107

E-_____
WO#100002424-0060 - 10000023044

DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Marysville
Grantee: Public Utility District No. 1 of Snohomish County
Frontier Communications Northwest, Inc.
Short Legal Description: Ptn. Gov. Lot 3, SE ¼ 33 (30-05)
Tax Parcel No: 30053300400600

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____, 201__, by and between City of Marysville, a municipal Corporation of the State of Washington, ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District") and Frontier Communications Northwest Inc. The Owner, District and Frontier are sometimes referred to individually herein as "Party" and collectively as "Parties". The District and Frontier are collectively referred to as "Grantee".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

A PORTION OF GOVERNMENT LOT 3, SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 3, 107.25 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT, AND RUNNING THENCE SOUTH 0°38'43" EAST, PARALLEL TO THE EAST LINE OF SAID LOT, 1,352.18 FEET; THENCE SOUTH 15°31'28" WEST 139.14 FEET; THENCE SOUTH 59°38'27" WEST 196.00 FEET; THENCE SOUTH 46°26'37" WEST 508.58 FEET; THENCE SOUTH 68°40'31" WEST 207.97 FEET; THENCE SOUTH 89°52'49" WEST 172.39 FEET; THENCE NORTH 38°28'52" WEST 132.10 FEET; THENCE NORTH 6°15'27" EAST 285.15 FEET; THENCE NORTH 0°56'55" WEST 296.37 FEET; THENCE SOUTH 77°33'00" WEST TO THE LINE OF HIGH WATER; THENCE NORTHWESTERLY ALONG THE HIGH WATER LINE TO THE NORTH LINE OF GOVERNMENT LOT 3; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING. ALSO ANY LAND LYING ADJACENT TO THE ABOVE DESCRIBED TRACTS AND BEING BETWEEN THE LINE OF HIGH WATER AND GOVERNMENT MEANDER LINE.

Situate in the County of Snohomish, State of Washington

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, across, over, and upon the following portion of Owner's Property (hereinafter "Easement Area"):

That portion of the above-described property being a strip of land ten feet (10') in width having five feet (5') of such width on each side of the centerline of the Grantees electrical facilities located approximately as shown on the attached Exhibit "A", attached hereto and by this reference made a part hereof, and specifically located as actually installed. The exterior boundaries of said easement being widened accordingly to provide Grantee 8 feet of easement area adjoining all sides of Grantee's ground mounted transformers, switch cabinets, and/or vaults.

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the Grantee.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

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

OWNER(S):

By: _____
City of Marysville

(REPRESENTATIVE ACKNOWLEDGMENT)

State of _____

County of _____

I certify that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and
acknowledged it as the _____ of _____ to be
the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Signature of _____
Notary Public _____
Title Notary Public

My appointment expires _____

(Seal or Stamp)

EXHIBIT "A"

