

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 12, 2016

AGENDA ITEM:	
PUD No. 1 of Snohomish County / Frontier Communications Northwest, Inc. Distribution Easement	
PREPARED BY:	DIRECTOR APPROVAL:
Jay Cooke, Project Manager	
DEPARTMENT:	
Public Works / Engineering	
ATTACHMENTS:	
PUD 11/10/16 Transmittal Letter; Distribution Easement document and Exhibit A	
BUDGET CODE:	AMOUNT:
40220594.563000	N/A
SUMMARY:	
<p>The Sunnyside Well Treatment Facility is currently under construction and requires electrical/communication connection to both the existing Public Utility District No. 1 of Snohomish County (PUD) electrical distribution system <i>and</i> Frontier Communications NW, Inc. (Frontier). The project contract documents require the City to pay PUD construction costs for installing the primary electrical service which includes the primary riser, J box and padmount transformer. Payment for this work was recently handled through the purchase order process with PUD. In addition, a standard easement agreement must be prepared which grants permission to PUD and Frontier for installation and maintenance of the electrical service/communication facilities located on the City's Sunnyside property at 4123 71st Avenue NE, Marysville WA 98270.</p> <p>PUD has prepared the standard easement document for a Distribution Easement (which includes Frontier as Grantee) and requires the document to be signed by the City of Marysville prior to filing with Snohomish County.</p> <p>Engineering staff has reviewed the easement document for accuracy.</p>	

<p>RECOMMENDED ACTION: Staff recommends that Council Authorize the Mayor to sign and execute the attached Distribution Easement with both PUD and Frontier.</p>
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Your Northwest renewables utility

November 10, 2016

City of Marysville
Attn: Jay Cooke
1049 State Ave.
Marysville, WA 98270

RE: Parcel No. 29050200206500

Dear Mr. Cooke,

Enclosed is a standard easement form which grants permission to Snohomish County PUD No. 1 for installation and maintenance of the electrical facilities on the property referenced above.

Please sign the easement in the presence of a notary, keep a copy for your records and return the original to:

ATTN: Real Estate (O-1) JJS
Snohomish County PUD
PO Box 1107
Everett, WA 98206-9989

Please also include documentation such as Articles of Incorporation that verifies the individual granting the easement has the authorization to do so on behalf of the City of Marysville.

Unfortunately, we are not able to accept scanned/emailed copies of the signed easements. In order to process your easement and record it with Snohomish County, we will need the signed and notarized original documents mailed back to us.

If you have any further questions, please contact me at (425) 783-4339.

Sincerely,

A handwritten signature in black ink that reads "jsouthard".

Jennifer Southard
Real Estate Services
Enclosures

AFTER RECORDING, PLEASE RETURN TO:

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

E-_____
WO#100009658 ROW# 10000041004

DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Marysville, a municipal corporation
Grantee: Public Utility District No. 1 of Snohomish County
Frontier Communications Northwest, Inc.
Short Legal Description: Ptn. of NE ¼ NW ¼, Sec. 02, Twp. 29, R. 05
Tax Parcel No: 29050200206500

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____ 201__, by and between City of Marysville, a municipal corporation ("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"):

LOT 1 OF CITY OF MARYSVILLE SHORT PLAT, SP-07004 RECORDED UNDER AUDITOR'S FILE NUMBER 200803205001, BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 02, TOWNSHIP 29, RANGE 05 EAST, W.M.

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, under, through 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 electrical facilities approximately as shown on the attached drawing marked 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):
The City of Marysville

By: _____

Its: _____

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington
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 the City of Marysville to be the free and
voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 201_.

(Seal or Stamp)

Signature of _____
Notary Public _____
Print Name: _____
Residing at: _____

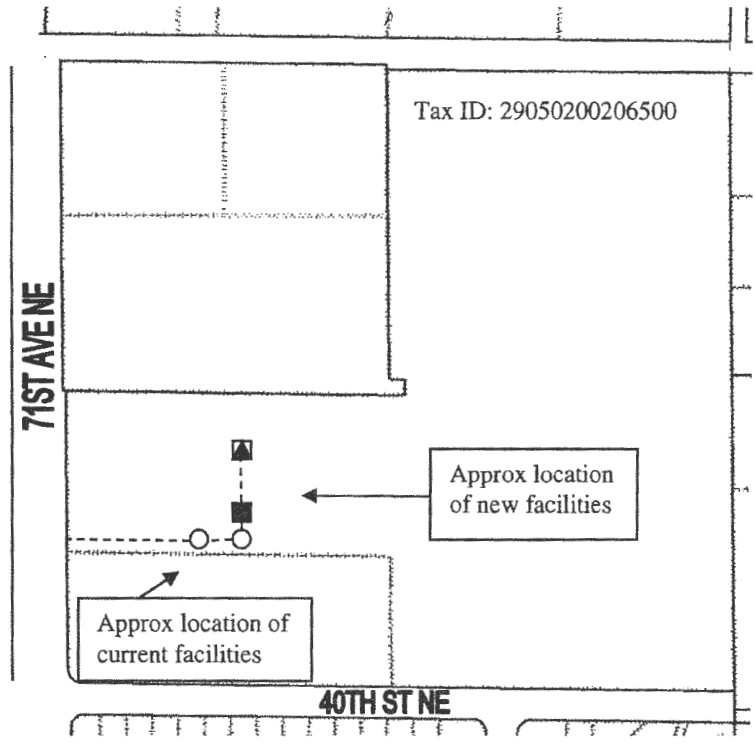
My appointment expires _____

Exhibit "A"




**Not To
Scale**

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



SE 34-30-05

11/10/2016	CITY OF MARYSVILLE	WO#100009658
	Tax Lot #29050200206500	N# 10000041004