

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 26, 2018**

<b>AGENDA ITEM:</b> Sewer Utility Easement and Sewer Easement Relinquishment for Plat of Sunnyside Heights	
<b>PREPARED BY:</b> Dave Koenig	<b>DIRECTOR APPROVAL:</b>
<b>DEPARTMENT:</b> Community Development	
<b>ATTACHMENTS:</b> Sewer Utility Easement and Sewer Easement Relinquishment for Plat of Sunnyside Heights Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The purpose of this document is to resolve the discrepancy between the existing City of Marysville sewer easements recorded under Snohomish County recording numbers 200012150257 and 200012150258 and the actual installed sewer line related to the Plat of Sunnyside Heights. This plat is west of Sunnyside Blvd and north of 37<sup>th</sup> Place NE.

<b>RECOMMENDED ACTION:</b> Staff recommends that the City Council authorize the Mayor to sign the Agreement for the Sewer Utility Easement and Sewer Easement Relinquishment for Plat of Sunnyside Heights
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**SEWER UTILITY EASEMENT AND SEWER EASEMENT RELINQUISHMENT**

**The purpose of this document is to resolve a discrepancy between existing City of Marysville sewer easements recorded under Snohomish County recording numbers 200012150257 and 200012150258 and the actual installed sewer line.**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_ 2018, between **Sunset Heights 2017, A Washington Limited Liability Company**, hereinafter referred to a Grantor, the **CITY OF MARYSVILLE**, a Municipal Corporation of the State of Washington, hereinafter referred to as Grantee.

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

**Portion of SW 1/4, NE 1/4, Section 3, Township 29 North, Range 5 East, W.M.**

**Parcel A, City of Marysville Boundary Line Adjustment No. BLA17-005, recorded under Recording No. 20180430500, records of Snohomish County, Washington.**

Grantor hereby conveys and grants to the grantee, its successor's and assigns, and it's permittees and licensees, the perpetual right, privilege, and authority to construct, alter, improve, repair, operate, and maintain a sanitary sewer line, pipes and appurtenances, under, over and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to wit:

**See Exhibit "A" and "B" (Attached).**

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 lines, and the right at any time to remove said lines and appurtenances from said lands.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing, but shall not erect any buildings, structures, patios, or other construction of any nature on said easement.

Grantee shall replace any fences, lawns, shrubbery, or land contours that are disturbed In connection with the exercise of the Grantee's rights hereunder in as good condition as the same were Immediately before the property was entered upon by the Grantee.

The rights, title, privileges, and authority hereby granted shall continue to be in force until such time the Grantee, its successors and assigns, shall permanently remove said lines and appurtenances from said lands, or shall otherwise permanently abandon said lines, 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 the land aforesaid, has a good and lawful right and power to sell and convey same, that

same is 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. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.


Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respect said mortgage shall remain unimpaired.

**UPON RECORDING OF THIS DOCUMENT, THE SANITARY SEWER EASEMENTS RECORDED UNDER SNOHOMISH COUNTY RECORDING NUMBERS 200012150257 AND 200012150258 SHALL BE RELINQUISHED.**

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

GRANTOR  
Sunset Heights 2017,  
A Washington Limited Liability Company

GRANTEE  
CITY OF MARYSVILLE

  
Robert C. Odbley, Manager ✓

\_\_\_\_\_  
\_\_\_\_\_

REPRESENTATIVE NOTARY

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Robert C. Poble is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledge it as the manager of Sunset Heights 2017, A Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 5th day of November, 2018.



[Signature]  
Notary Public in and for the State of Washington  
Print Name: Sunshine R Kapus  
Residing at Marysville, WA  
My appointment expires: 6-12-2020

REPRESENTATIVE NOTARY

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of the CITY OF MARYSVILLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
Print Name: \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

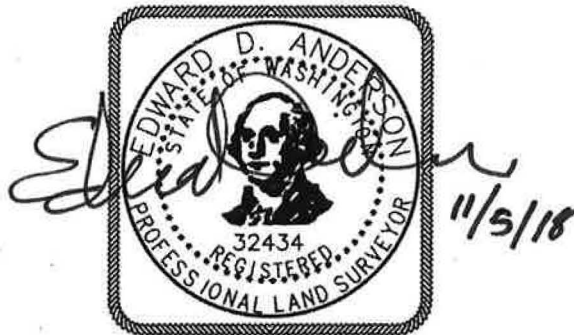
**EXHIBIT 'A'**  
**SANITARY SEWER EASEMENT**

That portion of Parcel A of City of Marysville Boundary line Adjustment BLA 17-005, recorded under Recording No. 201804305001, records of Snohomish County, Washington, being a portion of the Southwest Quarter of the Northeast Quarter of Section 3, Township 29 North, Range 5 East, W.M., being a 10.00 foot wide strip of land lying 5.00 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Parcel A, thence along the south line thereof, North 88°10'57" West, 618.46 feet to the True Point of Beginning;  
Thence North 16°31'22" West, 319.04 feet to the north line of said Parcel A and the terminus of this easement centerline description, said terminus point distant North 88°52'23" West, 416.04 feet from the northeast corner of said Parcel A.

The sidelines of this easement are to be extended or shortened to begin and end at the north and south lines of said Parcel A.

Contains 3,190 Square Feet, more or less.



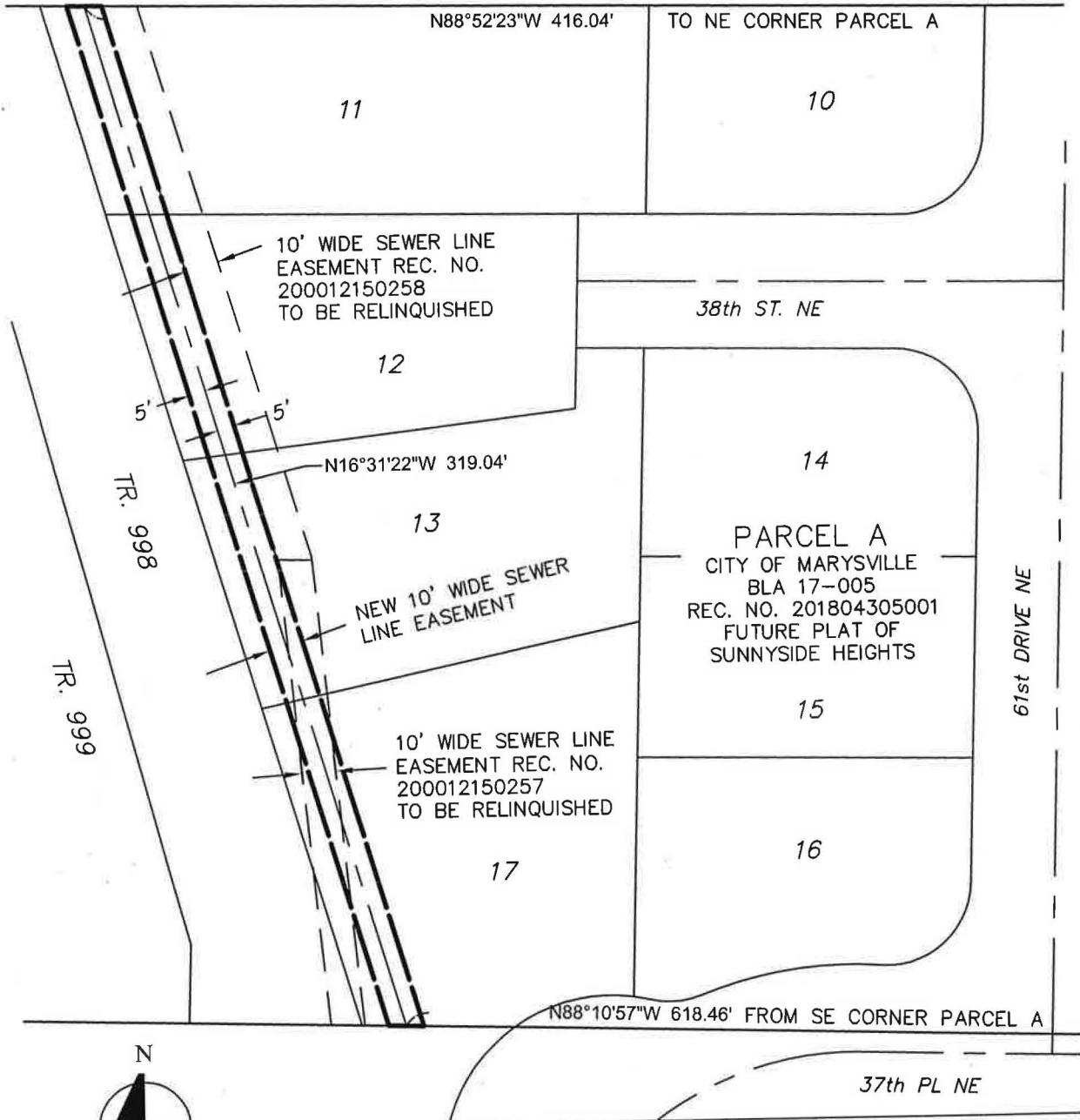
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deainc.com

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SANITARY SEWER EASEMENT

EXHIBIT 'B'

JOB # GAMUSH170001  
NOVEMBER 2, 2018



SCALE: 1" = 50'



**DAVID EVANS  
AND ASSOCIATES INC.**  
20300 Woodinville Snohomish Rd NE  
Suite A - Woodinville, WA 98072  
Phone: 425.415.2000

SV-ED2-GAMUSH17.dwg