

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 5/28/19

AGENDA ITEM:	
Stormwater Sewer Easement	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
	\$36,000.00
SUMMARY:	

Public Works has identified an appropriate route for a stormwater sewer to serve one of the regional stormwater ponds in the area of 156th Street NE. The property owner has agreed to the appraised value of the easement and has executed a proposed easement contingent on payment.

RECOMMENDED ACTION: Staff recommends Council consider accepting the easement and authorizing payment of \$36,000.00 to purchase easement.

RECOMMENDED MOTION: I move to authorize payment of \$36,000 to Marysville Investment Partners to purchase an easement for stormwater sewer purposes.

After recording return to:

City of Marysville
1049 State Avenue
Marysville, WA 98270

City of Marysville Storm Sewer Utility Easement

THIS Storm Sewer Utility Easement made this ___ day of May, 2019 between MARYSVILLE INVESTMENT PARTNERS, LLC, hereinafter referred to as "Grantor;" and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, 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:

See **EXHIBIT A** attached hereto

Section 33 Township 31 Range 05 Quarter NW NEW LOT D OF CITY MAR BLA NO 14-006 REC
UND APN 201410155002 BEING A PTN OF NE1/4 NW1/4 SD SEC

Assessor's Tax Parcel ID#: 310533-002-002-00

and,

WHEREAS, Grantee is desirous of acquiring a non-exclusive sewer easement, over, under, through, in and upon said lands and premises as described in **EXHIBIT B** ("Easement Area");

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its contractors, agents, permittees and licensees, the perpetual non-exclusive right, privilege, and authority to (a) construct, alter, improve, repair, operate and maintain storm drainage lines, pipes and appurtenances (b) across, and over 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, and (c) under, through, in, and upon the portion of the lands and premises situated in the County of Snohomish, State of Washington, and described in the attached **EXHIBIT B**.

Together with the limited right of ingress to and egress from the then parking lots, or other open spaces of property of Grantor within 30 feet of the Easement Area for the sole purpose of accessing the Easement Area, provided that such ingress and egress will (a) be used only when Grantee is otherwise unable or incapable of accessing that portion of the Easement Area that Grantee requires access thereto without damage or injury to person or property, (b) Grantee will access the Easement Area using the most direct means reasonably practical; (c) Grantee will use commercially reasonable best efforts not to interfere with use by Grantor or its tenants of the

property of Grantee, and (d) Grantee shall cooperate with Grantor and any reasonable restrictions imposed herein, including, without limitation, providing advance notice or such use, except in the cases of emergency.

The Grantor reserves the right to use the surface of the above-described easement in the manner now existing or in any other lawful manner, but shall not erect any buildings, structures, patios, or other permanent construction of any nature on said easement. This conveyance is conditioned upon the Grantee's obligation to repair and replace any fences, lawn, land contours, structures, or improvements that are disturbed, damaged, or destroyed 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 by the Grantee.

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 sewer and appurtenances from said lands, or shall otherwise permanently abandon said sewer, 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.

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

GRANTOR:

Name or Co: MARYSVILLE INVESTMENT PARTNERS, LLC

By: *Oikney Capital*
Title: *Manager*

Sign: *Mark Mowat*
Print: Mark Mowat
Title: Manager

Representative or Company Notary:

STATE OF WASHINGTON)

COUNTY OF SNOHOMISH)ss.
)

I certify that I know or have satisfactory evidence that Mark Mowat is/are the persons 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 acknowledged him/her as the (title) manager of (company) Orkney (ap-h), LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 16 day of May, 2019

(Notary Signature)

[Handwritten Signature]

(Print Name)

Patrick Moran

NOTARY PUBLIC in and for the State of Washington

Residing at (city): Belleau, WA

My commission expires: 12-17-20



EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 310533-002-002-00

Parcel D of City of Marysville Boundary Line Adjustment No. 14-006 recorded under Auditor's File No. 201410155002, records of Snohomish County, Washington, being more particularly described as follows:

That portion of the North half of the Northeast Quarter of the Northwest Quarter of Section 33, Township 31 North, Range 5 East of the Willamette Meridian, lying Easterly of the following described line:

Commencing at the Northwest corner of said Northeast Quarter of the Northwest quarter; thence South 87° 14' 44" East, along the North line of said subdivision, a distance of 317.22 feet to a fence as it existed on November 1, 1977 and the true point of beginning of said line; thence South 02° 52' 17" West along said fence, a distance of 670.38 feet to the South line of said North half and the terminus of said line.

Situate in the County of Snohomish, State of Washington.

EXHIBIT B

STORMWATER EASEMENT LEGAL DESCRIPTION

THAT PORTION OF LOT D, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 14-006, AS RECORDED UNDER AUDITOR'S FILE NO. 201410155002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE WEST 20.00 FEET THEREOF;

TOGETHER WITH THE WEST 586.88 FEET OF THE SOUTH 20.00 FEET OF SAID LOT D; EXCEPT THE WEST 20.00 FEET THEREOF.

