

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: Sept 9, 2019

AGENDA ITEM:	
Temporary Construction Easement – Storm Drainage	
PREPARED BY:	DIRECTOR APPROVAL:
Deryl Taylor, Dev Services Tech	<i>Douglas J. Thomas</i>
DEPARTMENT:	<i>do - Jeff Thomas</i>
Community Development	
ATTACHMENTS:	
Easement Document	
BUDGET CODE:	AMOUNT:
N/A	\$0.00
SUMMARY:	

This temporary construction easement is for the purpose of constructing a storm outfall for the Plat of Deer Hill (TPN 300526-003-029-00) in Tract A, owned by the City of Marysville, in the Plat of Crystal Heights (TPN 007903-000-999-00).

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign the easement.

AFTER RECORDING MAIL TO:

City of Marysville
Legal Department
1049 State Avenue
Marysville, WA 98270

TEMPORARY CONSTRUCTION EASEMENT

Grantor: City of Marysville
Grantee: Deer Hill Marysville LLC
Abbreviated Legal: Ptn of TR A, CRYSTAL HGTS, NE ¼, NW ¼, S 35, T 30N, R5E, WM
Additional Legal on page: 4 (Exhibit A)
Assessor’s Tax Parcel No(s): Ptn of 00790300099900

In the matter of:

KNOW ALL MEN BY THESE PRESENT, that the Grantor, the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, for and in consideration of the mutual benefits to the parties, do hereby grant to the Grantee, DEER HILL MARYSVILLE LLC, a Washington limited liability company, and its employees, contractors, agents, permittees and licensees, the right, permit, license and easement to use and occupy the hereinafter described lands, together with rights of ingress and egress, for the purposes of constructing Storm Drainage Outfall Facilities on adjacent real property until the completion of the construction of the above referenced project, and for any and all other purposes incidental to the construction of said project over, under, through, across, in and upon the hereinafter described lands in the County of Snohomish County, State of Washington.

As described in **EXHIBIT B** attached hereto and incorporated herein by this reference.

It is further understood and agreed that the Grantee shall defend, indemnify, and save the Grantor harmless from any and all claims and causes of action of every kind and description which may accrue to, or be suffered by any person, persons or property by reason of, arising out of, or resulting from the use and occupancy of said lands by the Grantee, its successors and assigns, except to the extent such claims or causes of action arise out of or result from the actions or negligence of the City, its employees or agents.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of Grantee's immunity under industrial insurance, Title 51 RCW, as respects the Grantor only, and only to the extent necessary to provide the Grantor with a full and complete indemnity of claims made by Grantee's employees. This waiver has been mutually negotiated by the parties hereto.

This easement, and all rights granted hereunder, shall terminate automatically and without notice upon completion of the construction of said project.

It is understood and agreed that upon completion of construction of said project, the DEER HILL MARYSVILLE LLC or its agents shall restore the easement area as near as reasonably possible to its condition prior to construction.

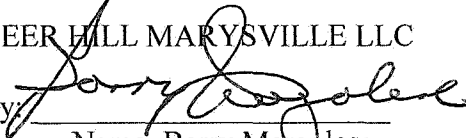
The covenants herein shall run with the land and shall be binding on the grantors, their heirs, successors and assigns for the term of this agreement.

DATED this 7th day of August, 2019.

CITY OF MARYSVILLE

DEER HILL MARYSVILLE LLC

By: _____

By:  _____

Name: Jon Nehring

Name: Barry Margoese

Title: Mayor

Title: MANAGER

Date: _____

Date: Aug 7/2019

STATE OF _____)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Mayor Jon Nehring is the person who appeared before me, to me known to be the Mayor of the City of Marysville, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

NOTARY PUBLIC in and for the State of _____
Residing at (city): _____
My commission expires: _____

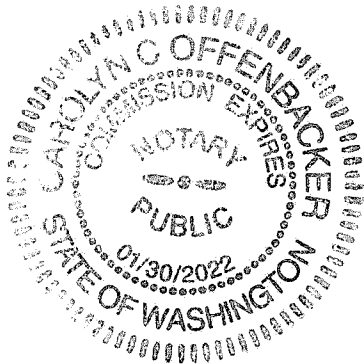
STATE OF Washington)
)ss.
COUNTY OF Kitsap)

I certify that I know or have satisfactory evidence that Barry Margolese is the person who appeared before me, to me known to be the mgr of the DEER HILL MARYSVILLE, LLC, and he acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 7th day of August, 2019

Carolyn C Offenbacher
(Notary Signature)

Carolyn C Offenbacher
(Print Name)



NOTARY PUBLIC in and for the State of Wash
Residing at (city): Seabeck
My commission expires: 1/30/22

EXHIBIT A

TRACT A, CRYSTAL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 51 OF PLATS, PAGES 142-143, UNDER RECORDING NUMBER 9010115003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

NE 1/4, Nw1/4, SEC. 35, TWP. 30N., RGE. 5E., W.M.
CITY OF MARYSVILLE, SNOHOMISH COUNTY, WASHINGTON



Axis
Survey & Mapping

15241 NE 90TH ST
REDMOND, WA 98052
TEL. 425.823-5700
FAX 425.823-6700

www.axismap.com

JOB NO.
18-138

DATE
7/9/19

DRAWN BY
ERM

CHECKED BY
ZLN

SCALE
NTS

SHEET
1 OF 3

EXHIBIT B

A 15.00 FOOT WIDE STRIP OF LAND OVER THAT PORTION OF TRACT A, CRYSTAL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 51 OF PLATS, PAGES 142-143, UNDER RECORDING NUMBER 9010115003, RECORDS OF SNOHOMISH COUNTY, WASHINGTON AS DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 'A', THENCE SOUTH 84°14'58" WEST, A DISTANCE OF 119.34 FEET;

THENCE NORTH 05°45'02" WEST, A DISTANCE OF 7.70 FEET TO THE NORTH LINE OF SAID TRACT 'A';

THENCE SOUTH 87°56'35" WEST ALONG SAID NORTH LINE A DISTANCE OF 15.03 FEET;

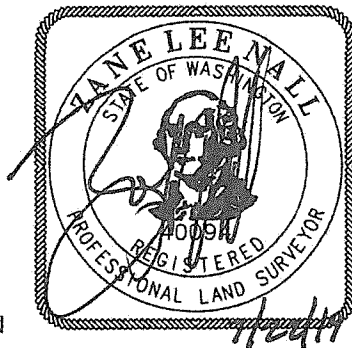
THENCE SOUTH 05°45'02" EAST, A DISTANCE OF 46.17 FEET;

THENCE NORTH 84°14'58" EAST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 05°45'02" WEST, A DISTANCE OF 22.50 FEET;

THENCE NORTH 84°14'58" EAST. A DISTANCE OF 118.37 FEET TO THE EASTERLY LINE OF SAID TRACT A;

THENCE NORTH 02°04'24" WEST ALONG SAID EASTERLY LINE, 15.03 FEET TO THE POINT OF BEGINNING.



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JOB NO. 18-138	DATE 7/9/19
DRAWN BY ERM	CHECKED BY ZLN
SCALE NTS	SHEET 2 OF 3

EXHIBIT C

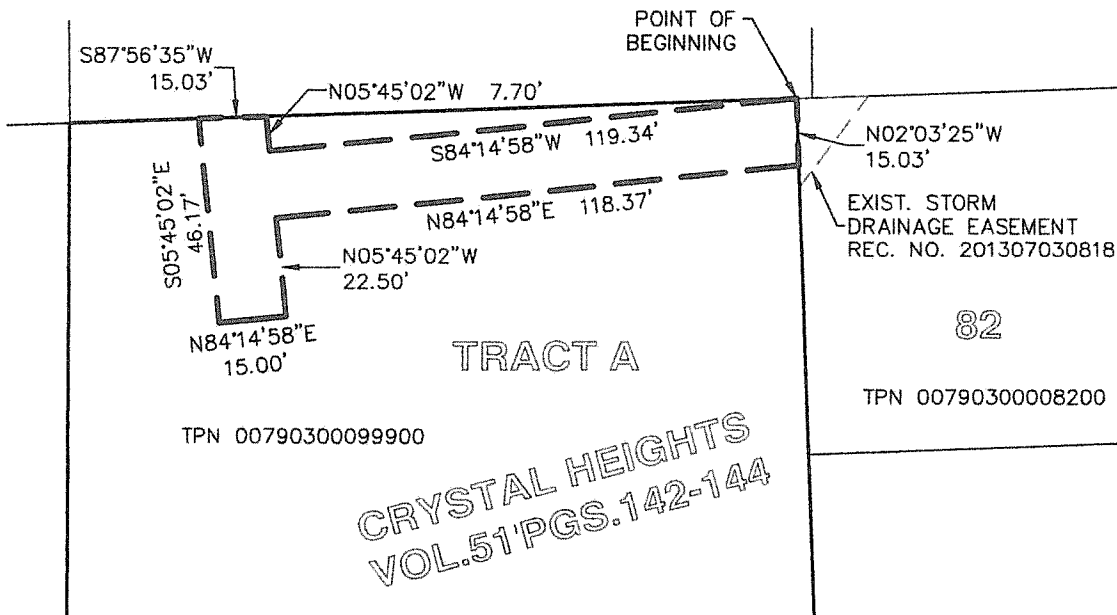


GRAPHIC SCALE



0 20 40

1" = 40'



TPN
3005260
0302900

EXIST. STORM
DRAINAGE EASEMENT
REC. NO. 201307030818

82

TPN 00790300008200

TPN 00790300099900

TRACT A

CRYSTAL HEIGHTS
VOL. 51 PGS. 142-144

-- EXHIBIT NOTE --

THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.

NE 1/4, NW 1/4, SEC. 30, TWP. 30N., RGE. 5E., W.M.
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ZLN

SCALE
1" = 40'

SHEET
3 OF 3