

**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: November 25<sup>th</sup>, 2019**

<b>AGENDA ITEM:</b>	
Snohomish County PUD electrical distribution easement	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Bryan Milligan	
<b>DEPARTMENT:</b>	
Executive	
<b>ATTACHMENTS:</b>	
Site Plan & PUD easement form	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
<b>SUMMARY:</b>	

The construction of the new Civic Center requires relocation and undergrounding of PUD electrical lines. These lines will need to be installed on multiple parcels owned by the City at the Civic Center site on Delta and neighboring City owned parcels. Parcels are listed & areas of impact described in the PUD easement document attached, as well as shown on the site plan for reference. These impacted portions of the parcels will house the required vaults and handholds to accommodate the undergrounding of the electrical lines and have been coordinated with the design of the new Civic Center.

<b>RECOMMENDED ACTION:</b> Staff recommends that the Council authorize the Mayor to sign and execute the Electrical Distribution Easement with Snohomish County PUD.
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*Energizing Life in Our Communities*

November 19, 2019

City of Marysville  
Attn: Bryan Milligan  
1049 State Ave.  
Marysville, WA 98270

RE: Distribution Easement for proposed Marysville Civic Center

Dear Mr. Milligan,

Please find enclosed a standard easement form which grants permission to Snohomish County PUD No. 1 for installation and maintenance of electrical facilities required for the proposed new Marysville Civic Center located along Delta Avenue in Marysville.

Please have the easement signed in the presence of a notary public and return the original easement to me at the address listed below, our office will record the easement.

It is essential the signed easement be returned to this office as soon as possible so the job can be released to engineering. Your cooperation regarding this matter is appreciated. Should you have any questions concerning this request, please feel free to contact me at 425-783-4101.  
Thank you.

Sincerely,

A handwritten signature in black ink that reads "Georgine Rosson".

Georgine Rosson  
Real Estate Services

Enclosures

AFTER RECORDING, PLEASE RETURN TO:  
Public Utility District No. 1 of Snohomish County  
Real Estate Services  
P.O. Box 1107  
Everett, Washington 98206-1107

E-\_\_\_\_\_  
WO# 100041599-60 N# 10000085983

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DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Marysville, a municipal corporation of the State of Washington  
Grantee: Public Utility District No. 1 of Snohomish County  
Short Legal Description: SW S28, T30N, R5E, W. M.  
Tax Parcel No: 00528700900600, 00528701000000, 00576200600100,  
00576200600200, 00518500200100, 00518500101800,  
00518500100300, 00518500100100

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(s)"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District"). The Owner and District are sometimes referred to individually herein as "Party" and collectively as "Parties". The District is 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"):

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

**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:

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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"):

**Parcel 00528700900600 Easement Area 1: The North fifteen feet (15') of the West five feet (5') of the above described real property.**

**Parcel 00528700900600 Easement Area 2: The West Twenty-Five feet (25') of the North ten feet (10') of the above described real property, less that area covered under Easement Area 1 listed above.**

**Parcel 00528701000000 Easement Area: The West twenty-five feet (25') of the above described real property.**

**Parcels 00576200600100 & 00576200600200 Easement Area: The South ten feet (10') of the above described real property.**

**Parcels 00518500200100, 00518500101800, 00518500100100 Easement Area: The East fifteen feet (15') of the above described real property.**

**Parcels 00518500100100, 00518500100300 Easement Area: The Northerly fifteen feet (15') of the above described real property.**

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

**SIGNATURES ON FOLLOWING PAGE**

OWNER(S):  
CITY OF MARYSVILLE, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON

By: \_\_\_\_\_

Its: \_\_\_\_\_

**(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) (is/are) authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of **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"**

Parcel 00528700900600:

LOTS 6 AND 7, BLOCK 9, H. B. MYERS ADDITION TO MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 26, RECORDS OF SNOHOMISH COUNTY AUDITOR.

PARCEL 00528701000000:

BLOCK 10, H. B. MEYERS ADDITION TO MARYSVILLE AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 26, RECORDS OF SNOHOMISH COUNTY AUDITOR.

PARCEL 00576200600100:

LOT 1 AND THE EAST HALF OF LOT 2, BLOCK 6, S. W. SISCO ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL 00576200600200:

THE WEST HALF OF LOT 2 AND ALL OF LOT 3, BLOCK 6, THE S. W. SISCO ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL 00518500200100:

LOTS 1 AND 2, BLOCK 2, MORGAN ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 43, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL 00518500101800:

LOT 18, BLOCK 1, MORGAN ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 43, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

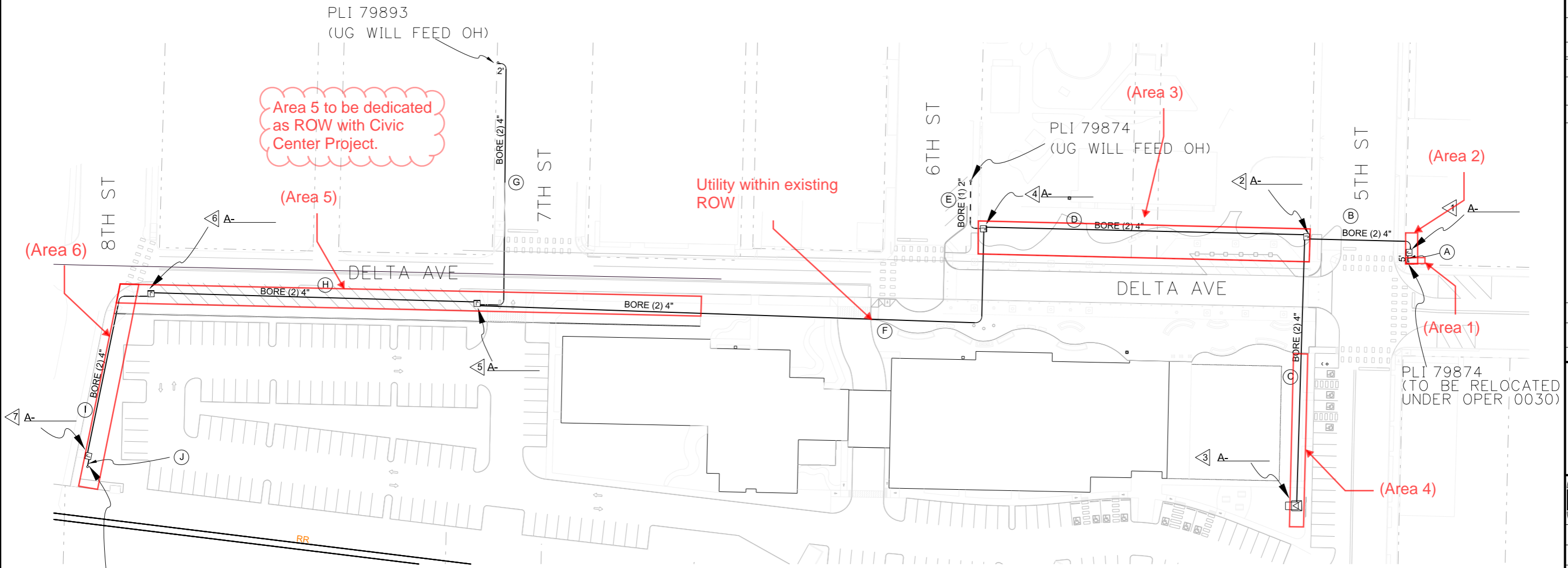
PARCEL 00518500100300:

THAT PORTION OF LOTS 3 AND 4, BLOCK 1, MORGAN ADDITION TO THE TOWN OF MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 43, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND DISTANT 25.0 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO BURLINGTON NORTHERN RAILROAD COMPANY'S FORMERLY GREAT NORTHERN RAILWAY COMPANY'S BRANCH LINE MAIN TRACK CENTERLINE NOW LOCATED AND CONSTRUCTED UPON, OVER AND ACROSS SAID BLOCK 1; EXCEPT ALL MINERAL RIGHTS THEROF.

PARCEL 00518500100100:

LOTS 1 AND 2, BLOCK 1, MORGAN ADDITION TO MARYSVILLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 43, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, EXCEPT THAT PORTION DEEDED TO THE CITY OF MARYSVILLE FOR STREET BY QUIT CLAIM DEED RECORDED UNDER RECORDING NUMBER 495017.

ALL SITUATE IN THE CITY OF MARYSVILLE, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



Area 5 to be dedicated as ROW with Civic Center Project.

Utility within existing ROW

PLI 265524 (TO BE RELOCATED UNDER OPER 0030)

PLI 79893 (UG WILL FEED OH)

PLI 79874 (UG WILL FEED OH)

PLI 79874 (TO BE RELOCATED UNDER OPER 0030)



NO. DATE BY DESCRIPTION		ENGR. CHKR. APPROV. DATE BY DESCRIPTION
MARYSVILLE CIVIC CENTER OH TO UG CONVERSION 5TH THRU 8TH - DELTA AVE CITY OF MARYSVILLE		
SNOHOMISH COUNTY <b>PUD</b> PUBLIC UTILITY DISTRICT NO 1		
ORDER	100036264	
OPERATION	0050	
SCALE		
DFTR		
CHKR		
ENGR		
APVD		
DATE		
REV	DRAWING	