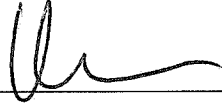


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 14, 2020

AGENDA ITEM:	
PUD No. 1 of Snohomish County Distribution Easement – Olympic View Park	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Benton, Project Engineer	
DEPARTMENT:	
Public Works, Engineering	
ATTACHMENTS:	
PUD No. 1 of Snohomish County Distribution Easement	
BUDGET CODE:	AMOUNT:
31000076.563000, P1801	N/A
SUMMARY:	

The Olympic View Park project is currently under construction and requires an electrical connection to the existing Public Utility District No. 1 of Snohomish County (PUD) electrical distribution system. 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 for installation and maintenance of the electrical service located on the City’s Olympic View Park property at 4202 59th Drive NE, Marysville WA 98270.

PUD has prepared the standard easement document for a Distribution Easement and requires the document to be signed by the City of Marysville prior to filing with Snohomish County.

Engineering staff has reviewed the easement document for accuracy.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor or sign and execute the attached Distribution Easement with PUD No. 1 of Snohomish County.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the attached Distribution Easement with PUD No. 1 of Snohomish County.

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Real Estate Services – GAJ O1
P.O. Box 1107
Everett, Washington 98206-1107

E-_____
WO#100064911 N# 10000109509

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: Ptn. of NW ¼, NE ¼, Sec. 03, Twp. 29N, R. 05E, W.M.
Tax Parcel No: 29050300108500

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____ 2020, by and between **City of Marysville, a Municipal Corporation of the State of Washington** ("Owner"), 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.

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 as shown on the attached drawing marked Exhibit "B", 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):
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 **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 _____, 2020.

(Seal or Stamp)

Signature of
Notary Public _____

Print Name: _____

Residing at: _____

My appointment expires _____

EXHIBIT "A"

PARCEL #29050300108500:

THAT PORTION OF GOVERNMENT LOTS 2 AND 3, SECTION 3, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THAT PARCEL UNDER STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 9207010592, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, WHICH MEASURES SOUTH 2°47'23" WEST A DISTANCE OF 455.34 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3 FROM THE NORTH QUARTER CORNER OF SAID SECTION 3;

THENCE SOUTH 89°07'08" EAST A DISTANCE OF 274.00 FEET, MORE OR LESS, ALONG SAID NORTH LINE TO THE CENTER LINE OF 59TH DRIVE NE (FORMERLY 44TH ST. NE), PER THE PLAT OF WESTVIEW AT SUNNYSIDE II AS RECORDED UNDER AUDITORS FILE NUMBER 9808075002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE SOUTH 01°05'04" WEST ALONG THE SOUTHERLY PROJECTED CENTERLINE OF SAID 59TH DRIVE N.E. A DISTANCE OF 100 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID PARCEL;

THENCE NORTH 89°07'08" WEST A DISTANCE OF 1052.40 FEET, MORE OR LESS, ALONG SAID SOUTH LINE TO THE HIGH ORDINARY WATER MARK LINE OF EBNEY SLOUGH AS FIELD LOCATED 5/3/2005;

THENCE NORTH 49°39'27" WEST A DISTANCE OF 42.18 FEET ALONG SAID ORDINARY HIGH WATER MARK LINE;

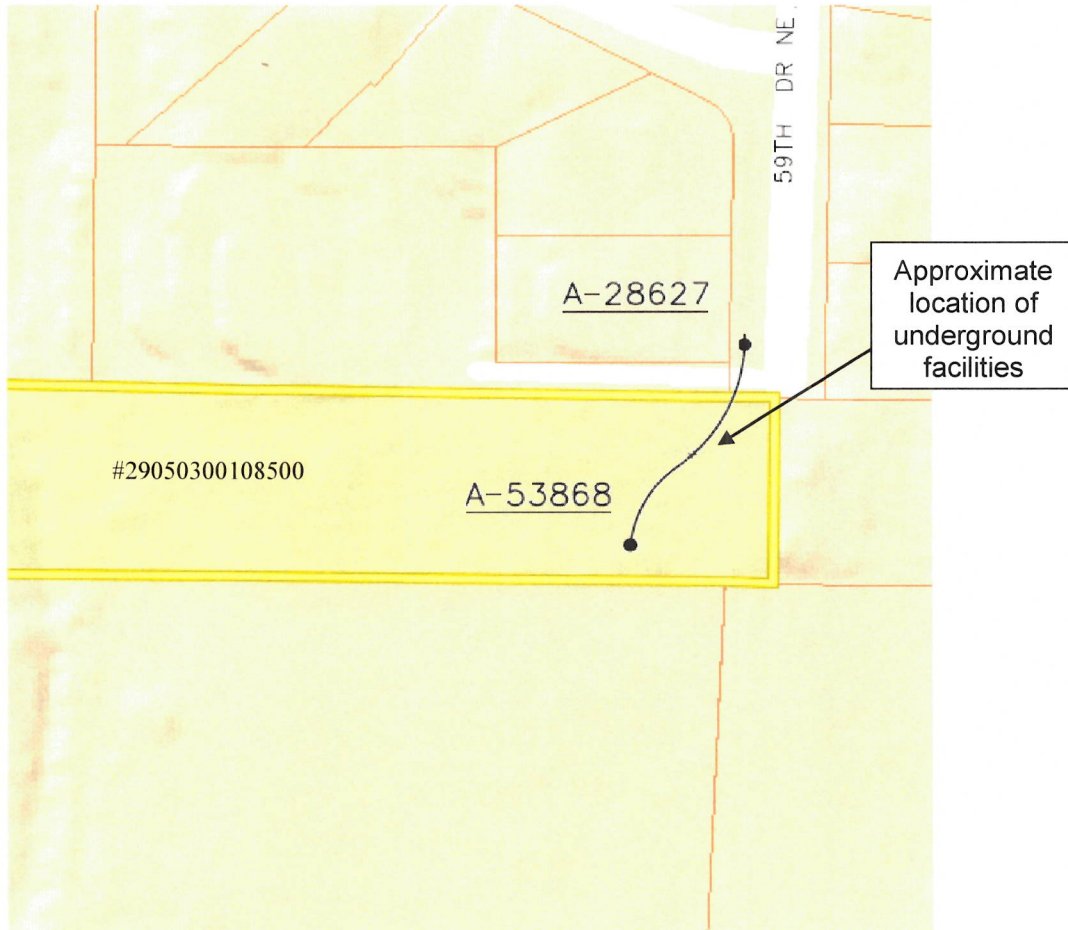
THENCE CONTINUING ALONG SAID ORDINARY HIGH WATER MARK LINE NORTH 40°54'16" WEST A DISTANCE OF 98.16 FEET TO THE NORTH LINE OF SAID PARCEL;

THENCE SOUTH 89°07'08" EAST A DISTANCE OF 876.74 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF TRACT 998, PLAT OF WESTVIEW AT SUNNYSIDE II, ACCORDING TO THE PLAT THEREOF RECORDED UNDER AUDITORS FILE NO. 9808075002, RECORDS OF SAID COUNTY, LYING WESTERLY OF THE SOUTHERLY EXTENSION OF THE CENTERLINE OF SAID 59TH DRIVE N.E.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Exhibit "B"



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

Not To Scale

NE 03-29-05

	City of Marysville	08/11/2020
	Tax Lot # 29050300108500	WO #100064911 #10000109509