

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 12, 2021

AGENDA ITEM:	
Puget Sound Energy Easement – Civic Center	
PREPARED BY:	DIRECTOR APPROVAL:
Leah Tocco	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Easement agreement	
BUDGET CODE:	AMOUNT:
SUMMARY: Puget Sound Energy has submitted an easement agreement for authorization to provide gas service to the new Civic Center.	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor to sign and execute the Puget Sound Energy Easement agreement for providing gas service to the new Civic Center.

RETURN ADDRESS:

**Puget Sound Energy, Inc.
Attn: ROW Department-TH
1660 Park Lane
Burlington, WA 98233**



EASEMENT

REFERENCE #:
GRANTOR (Owner): **CITY OF MARYSVILLE**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **A Portion of the SW1/4 Sec 28, Twn 30N, Rng 5E, W.M.**
ASSESSOR'S PROPERTY TAX PARCEL: **00576200100100, 00576200600100 & 00576200700502**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF MARYSVILLE, a municipal corporation of the State of Washington** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Snohomish County, Washington:

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

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY, EXCEPT WHERE BUILDING FOOTINGS, FOUNDATIONS, AND/OR SUBSURFACE STRUCTURES PRECLUDE. IN SUCH CASE, THE FOOTINGS, FOUNDATIONS, AND/OR SUBSURFACE STRUCTURES WILL BECOME THE BOUNDARY OF THIS EASEMENT.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas. Such systems may include, but are not limited to:

Underground facilities. Pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but

not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, 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 cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 00576200100100, 00576200600100 & 00576200700502

Parcel A

THAT PORTION OF DEDICATED ALLEY LOCATED BETWEEN BLOCK 1, S.W. SISCO ADDITION TO MARYSVILLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF RATS, PAGE 37, AS AMENDED BY THE CORRECTED RAT OF SISCO'S ADDITION TO MARYSVILLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND BLOCK 2, THE MORGAN ADDITION TO MARYSVILLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 43, RECORDS OF SNOHOMISH COUNTY, WASHINGTON LYING EASTERLY OF A LINE 25.00 FEET EASTERLY OF, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH, THE CENTERLINE OF THE MAIN TRACK OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, AND LYING WESTERLY OF THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 1, BLOCK 1, SAID S.W. SISCO. ADDITION AND CORRECTION PLAT THEREOF.

Parcel B

THAT PORTION OF DEDICATED 6TH STREET LOCATED BETWEEN BLOCK 1 AND BLOCK 6, S.W. SISCO ADDITION TO MARYSVILLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 37, AS AMENDED BY THE CORRECTED PLAT OF SISCO'S ADDITION TO MARYSVILLE, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 37, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF A LINE 26.00 FEET EASTERLY OF, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH, THE CENTERLINE OF THE MAIN TRACK OF THE BURLINGTON NORTHERN SANTA FE RAILROAD, AND LYING WESTERLY OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 TO THE NORTHEAST CORNER OF LOT 16, BLOCK 6 OF SAID S.W. SISCO ADDITION AND CORRECTION PLAT THEREOF.

Parcel C

A PORTION OF 5TH STREET LYING BETWEEN BLOCK 6 AND 7 AS SHOWN ON THE PLAT OF SISCO ADDITION TO THE TOWN OF MARYSVILLE AS RECORDED IN VOLUME 2 OF PLATS ON PAGE 37 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 6 OF SAID PLAT; THENCE SOUTH 89°41' 09" WEST ALONG SOUTH LINE OF LOTS 4 AND 5 OF SAID BLOCK 6 FOR 41.86 FEET TO A POINT 25.0 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE MAIN TRACK CENTERLINE OF BURLINGTON NORTHERN RAILROAD COMPANY'S EVERETT TO BLAINE, WASHINGTON BRANCH LINE; THENCE SOUTH 5° 18'30" WEST, ALONG A LINE 25.0 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE SAID MAIN TRACK , FOR 75.36 FEET TO THE NORTH LINE OF BLOCK 7 OF SAID PLAT; THENCE NORTH 89°41'09" EAST , ALONG SAID NORTH LINE, FOR 49.51 FEET; THENCE NORTHERLY FOR 75.0 FEET TO THE TRUE POINT OF BEGINNING.