


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 26, 2021

AGENDA ITEM:	
Twin Lakes Landing 2 (PA20-029) – Sewer Easement Relinquishment	
PREPARED BY: Ken McIntyre, Development Services Manager	DIRECTOR APPROVAL: 
DEPARTMENT: Public Works	
ATTACHMENTS:	
1. Easement Relinquishment Document 2. AFN 200504180093 – Sewer Utility Easement	
BUDGET CODE:	AMOUNT:
SUMMARY:	

Housing Hope, a non-profit housing developer, intends to construct a 60-unit affordable housing complex immediately west of 2820 164th St NE. The parcel contains an existing easement recorded in April of 2005, which defines a 20-ft corridor for the stated purpose of constructing and maintaining utilities. This area is highlighted in red on the attached map. The easement also defines a 50-ft temporary construction corridor to facilitate installation of said utilities.

The project proposes the construction of roadway and utility improvements along the northern edge of the subject property. This area will be conveyed to the City as improved right-of-way at the conclusion of construction. The limits of the right-of-way conveyance is identified by a blue line on the attached map. The utility corridor defined in the easement lies entirely within the proposed right-of-way conveyance area and public utilities will be constructed as part of the proposed project. With that in mind, the City no longer has a need to maintain easement rights for either the 20-ft utility corridor or 50-ft temporary construction corridor.

The applicant is requesting that the City release the existing encumbrance on the property. The Public Works Department has reviewed the request, and recommends that the City Council authorize the Mayor to execute and record the attached easement relinquishment document.

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor execute the attached easement relinquishment document and record with the Snohomish County Auditor.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the easement relinquishment document and record it with the Snohomish County Auditor.

WHEN RECORDED RETURN TO:
CITY OF MARYSVILLE
1049 STATE AVENUE
MARYSVILLE, WA 98270

RELINQUISHMENT OF EASEMENT

LEGAL DESCRIPTION:

ABBREVIATED: PTN NE1/4 NE1/4, SW1/4, STR 29-31N-5E, W.M.

FULL: SEE EXHIBIT B

TAX PARCEL NUMBER(S): 310529-003-001-00

GRANTOR: City of Marysville, a municipal corporation

GRANTEE: Housing Hope, a Washington public benefit corporation

CROSS REF: 200504180093

WHEREAS, the City of Marysville, a municipal corporation of the State of Washington ("Marysville"), is the grantee of that certain Easement for a sewer pipeline dated March 18, 2005 and recorded under Auditors File No. 200504180093, records of Snohomish County, Washington, attached hereto as Exhibit A (the "Easement"); and

WHEREAS, the Easement burdens the property described in Exhibit B; and

WHEREAS, Marysville desires to relinquish, vacate, and release the Easement.

NOW, THEREFORE, the City of Marysville relinquishes, vacates, and releases the pipeline easement recorded under Auditors File No. 200504180093 records of Snohomish County.

DATED this _____ day of _____, 20____.

CITY OF MARYSVILLE

By: _____
Jon Nehring, Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

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

Dated this ____ day of _____, 20__

(Notary Signature)

(Print Name)

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

EXHIBIT A

[See easement documents on following pages]

**NO EXCISE TAX
REQUIRED**

APR 18 2005

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI



200504180093 4 PGS
04-18-2005 09:26am \$22.00
SNOHOMISH COUNTY. WASHINGTON

AFTER RECORDING RETURN TO:

City of Marysville
1049 State Avenue
Marysville, WA 98270

**CITY OF MARYSVILLE
SEWER UTILITY EASEMENT**

THIS INDENTURE made this 18 day of MARCH, 2005, between **RYAN NORTHWEST, LLC**, hereinafter referred to as "Grantor," the **CITY OF MARYSVILLE**, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee," and N. A., hereinafter referred to as "Mortgagee," 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

The North 200 feet of the NE 1/4 of the NE 1/4 of the SW 1/4 of Sec. 29, T31N, R5E, W.M, in Snohomish County, Washington

Assessor's Tax Parcel ID#: 310529-003-001-00

and,

Add'l on p. 3 & 4

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, and upon said lands and premises,

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 right, privilege and authority to construct, alter, improve, repair, operate and maintain a storm sewer and sanitary sewer lines, and or water lines, pipes and appurtenances, across, under, over, through, in and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit

See **EXHIBIT B** attached hereto

Together with a Temporary Construction Easement (which will expire once the project construction has been completed) described as follows:

See **EXHIBIT B** attached hereto

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said sewer, and the right at anytime to remove said sewer and appurtenances from said lands.

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

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

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

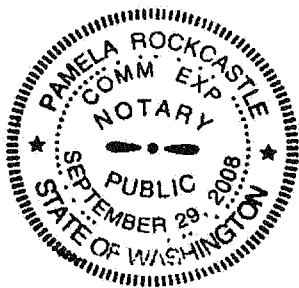
GRANTOR: RYAN NORTHWEST, LLC MORTGAGEE:
Marie A. Ryan N.A.
MANAGING PARTNER MARIE A. RYAN

REPRESENTATIVE NOTARY:

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Marie A. Ryan is/are the person(s) 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 acknowledge it as the (Title) Managing Partner of Ryan Northwest, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 18th day of March, 2005



Pamela Rockcastle
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of WASHINGTON
Missouri, residing at Issaquah
My commission expires 9/29/08

EXHIBIT "A"

OWNERSHIP PARCEL
LEGAL DESCRIPTION

The North 200 feet of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 29, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington,

EXCEPT the West 700 feet thereof.

GROUP FOUR INC
16030 JUANITA WOODINVILLE WAY NE
BOTHELL, WA 98011
(425) 775-4581
(206) 362-4244



3.3.05

EXHIBIT "B"

SANITARY SEWER EASEMENT
LEGAL DESCRIPTION

An easement for sanitary sewer and appurtenance, over, under and across the North 20.00 feet of the following described Parcel;

The North 200 feet of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 29, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington,
EXCEPT the West 700 feet thereof

TOGETHER WITH a temporary construction easement for the construction of said sanitary sewer over, under and across the North 50.00 feet of the following described Parcel;

The North 200 feet of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 29, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington,
EXCEPT the West 700 feet thereof

WRITTEN BY JK 3-3-05
CHECKED BY JK ED
PROOFED BY JK ED

GROUP FOUR, INC.
16030 JUANITA WOODINVILLE WAY NE
BOTHELL, WA 98011
(425) 775-4581
(206) 362-4244

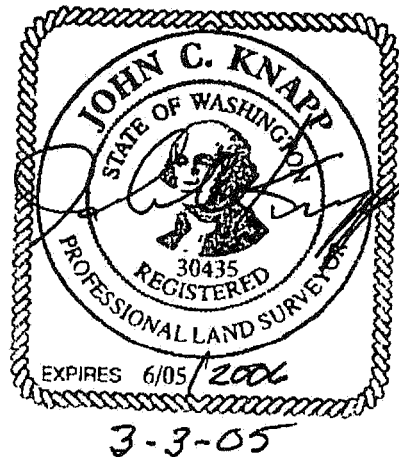
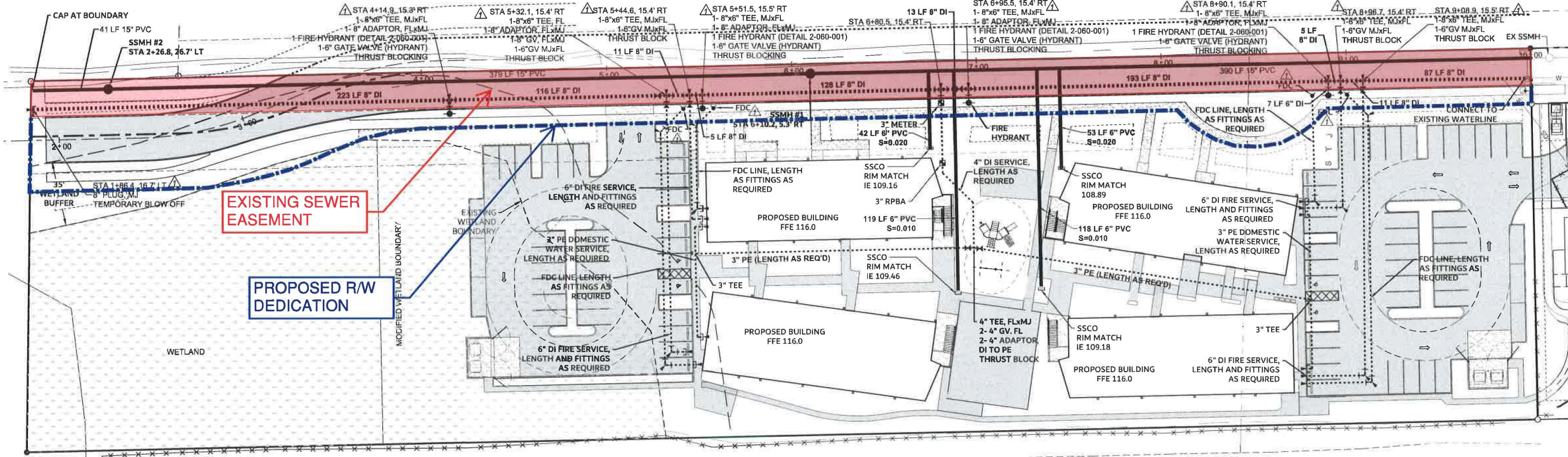


EXHIBIT B

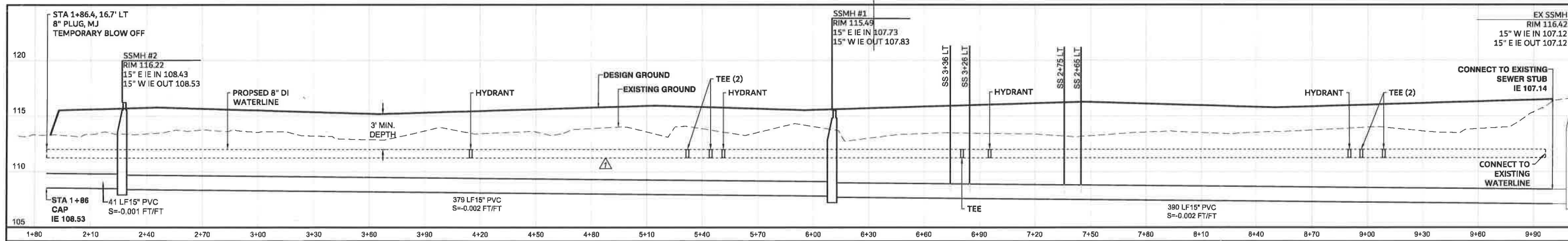
The North 200 feet of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 29, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington.

Parcel ID: 310529-003-001-00

NE 1/4, SW 1/4 AND NW 1/4, SE 1/4, SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.



1 SEWER AND WATER PLAN
SCALE: 1" = 30'



2 SEWER PROFILE
SCALE: H: 1" = 30' V: 1" = 5'

ADDITIONAL UTILITY NOTES

- ALL WORK SHALL MEET CITY OF MARYSVILLE ADOPTED FIRE CODE AND CITY DESIGN STANDARDS.
- HYDRANT LOCATIONS SHALL BE MARKED WITH BLUE REFLECTANT HYDRANT MARKERS IN THE ROADWAY, LOCATED 4 INCHES OFF THE CENTERLINE ON THE HYDRANT SIDE OF THE ROAD.
- UNDERGROUND FIRE MAINS SHALL BE TESTED AND FLUSHED PRIOR TO CONNECTION TO ABOVEGROUND SPRINKLER SYSTEM PIPING. INSTALLER SHALL BE WA STATE "U" LICENSED AND PROVIDE CONTRACTOR CERTIFICATION OF THE INSTALLATION MATERIALS AND TESTS UPON COMPLETION. AN APPROVED PLAN OF THE UNDERGROUND SPRINKLER SYSTEM PIPING SHALL BE AVAILABLE ON THE JOB SITE. CONTACT MFD AT 360-363-8525 TO SCHEDULE FIRE INSPECTIONS AND TESTING. INSPECTIONS ARE REQUIRED FOR HYDROSTATIC PRESSURE TESTING OF FIRE MAINS.

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

SEWER DETAILS
CITY OF MARYSVILLE

8" CLEAN OUT	5-145-001
TYPICAL SIDE SEWER	5-150-001
TRENCH BACKFILL	5-175-001

HYDRANT INSTALLATION	2-060-001
METER VAULT ASSEMBLY (2" METER & LARGER)	2-090-004
TEMPORARY BLOW-OFF	2-120-001
CONCRETE BLOCKING	2-130-002

PA 20-029

CITY OF MARYSVILLE
CONSTRUCTION DRAWING REVIEW ACKNOWLEDGEMENT

THIS PLAN SHEET HAS BEEN REVIEWED AND EVALUATED FOR GENERAL COMPLIANCE WITH THE APPLICABLE CITY OF MARYSVILLE CODES AND ORDINANCES. CONFORMANCE OF THIS DESIGN WITH ALL APPLICABLE LAWS AND REGULATIONS IS THE FULL AND COMPLETE RESPONSIBILITY OF THE LICENSED DESIGN ENGINEER, WHOSE STAMP AND SIGNATURE APPEAR ON THIS SHEET. ACKNOWLEDGEMENT OF CONSTRUCTION DRAWING REVIEW DOES NOT IMPLY CITY APPROVAL FOR CONSTRUCTION ACTIVITIES THAT REQUIRED OTHER COUNTY, STATE OR FEDERAL PERMIT REVIEW AND APPROVAL. THE PROPERTY OWNER AND LICENSED DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE ACQUISITION AND COMPLIANCE OF ALL APPLICABLE PERMITS OR AUTHORIZATIONS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, WSDFW HYDRAULIC PROJECT APPROVAL (HPA), WSDOE NOTICE OF INTENT (NOI), ANY CORP OF ENGINEERS FILL PERMITS AND THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT.

CON. REGI. PRO. L. F. M. PRO. REVI. MA. 1. 2. 3. PRO. DRA.