


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: April 25, 2022

AGENDA ITEM:	
Downtown Stormwater Treatment Project (DSTP) - Distribution Easement	
PREPARED BY:	DIRECTOR APPROVAL:
Steven Miller, Senior Project Manager	
DEPARTMENT:	
Public Works / Engineering	
ATTACHMENTS:	
Distribution Easement Civil Site Plan Exhibit A – Parcels Parcel Sketch – Easement	
BUDGET CODE:	AMOUNT:
40250594.563000 D1802	\$0
SUMMARY: In order to accommodate the Downtown Stormwater Treatment project, overhead power and communications will be relocated underground, and a new power service with a transformer will be installed. For the utilities to access the underground conduit and new transformer, a utility easement is needed for PUD and Ziplly. In addition, the easement area to the east of the project site has been extended and widened for future development needs. The attached easement has been developed by PUD, and has been reviewed by legal and has been determined to be compatible with the project, and with the City’s needs. Exhibit A includes a legal description of the parcels. The attached parcel sketch shows the proposed easement area, and the attached Civil site plan shows the proposed easement area within the project.	

RECOMMENDED MOTION: I move to authorize the Mayor to sign the attached easement with PUD and Ziplly, to provide necessary access for power and communications utility improvements installed to support the Downtown Stormwater Treatment Project.
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AFTER RECORDING, PLEASE RETURN TO:
Public Utility District No. 1 of Snohomish County
Real Estate Services/ Attn: C. Biggs
P.O. Box 1107
Everett, Washington 98206-1107

E-_____
WO#100072742 NOT# 10000126331

DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Marysville, a municipal corporation

Grantee: Public Utility District No. 1 of Snohomish County
Northwest Fiber, LLC, a Delaware limited liability company,
d/b/a Ziplly Fiber ("Ziplly Fiber")

Short Legal Description: NW 1/4 Sec. 33; Twp. 30N; Range 05E

Tax Parcel No: 30053300202500; 30053300202700;
30053300202900; 30053300203100

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____ 2022, by and between City of Marysville, a municipal corporation Owner(s)", and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District"), and Northwest Fiber, LLC, a Delaware limited liability company, d/b/a Ziplly Fiber ("Ziplly Fiber"). The Owner, District and Ziplly Fiber are sometimes referred to individually herein as "Party" and collectively as "Parties". The District and Ziplly Fiber are collectively 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:

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"):

The West 30 feet of the North 13 feet; ALSO the North 10 feet of the East 35 feet 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

OWNER(S):
CITY OF MARYSVILLE, a municipal corporation

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) (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.

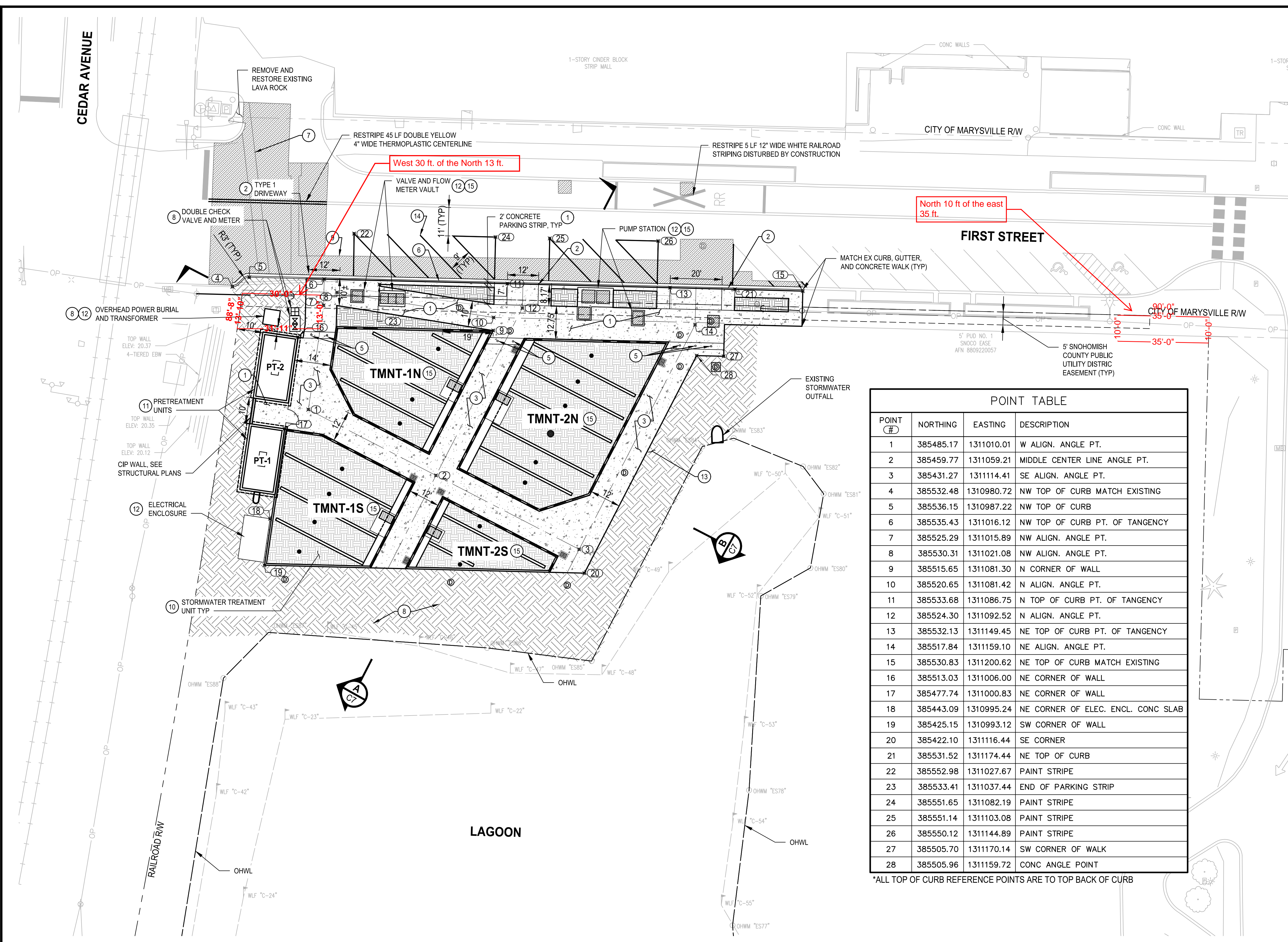
Dated: _____

Signature of
Notary Public _____
Title Notary Public

My appointment expires _____

(Seal or Stamp)

PATH: \\parametrix.com\pmx\PSO\Projects\Clients\2967-City of Marysville\553-2967-003-DSTP-WacoSite\995\cs\CA00\DWG PLOTTED BY: Pricethe DATE: Tuesday, November 16, 2021 4:44:44 PM LAYOUT: C4



GENERAL NOTES:

1. FOR CONCRETE PAVEMENT JOINT LAYOUT, REFER TO SHEET L2, SITE LAYOUT PLAN.
2. RESTORE ADDITIONAL TRENCHING REQUIRED FOR ELECTRICAL AND COMMUNICATIONS ROUTING PER DETAIL 7, SHT C14. REFER TO ELECTRICAL PLANS.

CONSTRUCTION KEYNOTES:

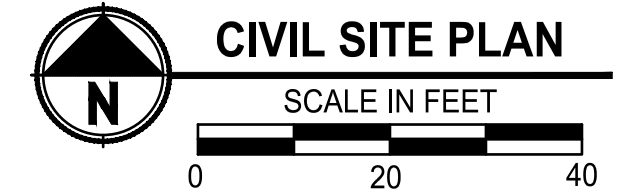
- ① CONCRETE SIDEWALK ALONG FRONTAGE. SEE CITY OF MARYSVILLE STD PLAN 3-515-001, SHT C11 AND CITY OF MARYSVILLE ENGINEERING DESIGN AND DEVELOPMENT STDS, CHAPTER 3
- ② DRIVEWAY, TYPE 1, SEE CITY OF MARYSVILLE STD PLAN 3-303-001, SHT C11 AND GRADING DETAILS ON SHT C15
- ③ CEMENT CONCRETE PAVEMENT, SEE DTL 2, SHT C14
- ④ HMA PAVEMENT, SEE DTL 1, SHT C14
- ⑤ BOLLARD, SEE LANDSCAPE PLANS, SITE DETAILS
- ⑥ CURB AND GUTTER, SEE CITY OF MARYSVILLE STD PLAN 3-514-001, SHT C11 AND CITY OF MARYSVILLE ENGINEERING DESIGN AND DEVELOPMENT STDS, CHAPTER 3
- ⑦ ASPHALT TRENCH PAVEMENT REPAIR DTL 7, SHT C14, BUTT JOINT AT 2" GRIND SEE DTL 4, SHT C14.
- ⑧ REFER TO LANDSCAPE PLANS FOR LANDSCAPE AREAS.
- ⑨ JUNCTION BETWEEN NEW AND EXISTING FLEXIBLE PAVEMENTS, TYPICAL PER DETAIL 3 SHT C14.
- ⑩ SEE MECHANICAL AND STRUCTURAL PLANS. SEE HYDRAULIC PROFILE SHEETS G4 AND G5. FOR TYPICAL SECTIONS SEE SHEET C13.
- ⑪ SEE MECHANICAL, STRUCTURAL, AND UTILITY PLANS. FOR DETAILS, SEE SHEET C10 DETAIL 1.
- ⑫ SEE ELECTRICAL, MECHANICAL, AND STRUCTURAL PLANS FOR DETAILS. SEE CITY OF MARYSVILLE STD PLANS 3-501-007 AND 3-501-008, SHEET C15 FOR FENCE AND GATE DETAILS.
- ⑬ PROVIDE 2' WIDE SHOULDER ALONG EAST SIDE OF CONCRETE PAVEMENT, SEE DTL 6 SHEET C12
- ⑭ 45-DEGREE PARKING SHALL BE 4" WIDE WHITE STRIPING AS SHOWN. CONTRACTOR TO RESTORE ANY MARKING DISTURBED DURING CONSTRUCTION
- ⑮ SEE SHEET S2 FOR STRUCTURE LOCATION.

POINT TABLE			
POINT #	NORTHING	EASTING	DESCRIPTION
1	385485.17	1311010.01	W ALIGN. ANGLE PT.
2	385459.77	1311059.21	MIDDLE CENTER LINE ANGLE PT.
3	385431.27	1311114.41	SE ALIGN. ANGLE PT.
4	385532.48	1310980.72	NW TOP OF CURB MATCH EXISTING
5	385536.15	1310987.22	NW TOP OF CURB
6	385535.43	1311016.12	NW TOP OF CURB PT. OF TANGENCY
7	385525.29	1311015.89	NW ALIGN. ANGLE PT.
8	385530.31	1311021.08	NW ALIGN. ANGLE PT.
9	385515.65	1311081.30	N CORNER OF WALL
10	385520.65	1311081.42	N ALIGN. ANGLE PT.
11	385533.68	1311086.75	N TOP OF CURB PT. OF TANGENCY
12	385524.30	1311092.52	N ALIGN. ANGLE PT.
13	385532.13	1311149.45	NE TOP OF CURB PT. OF TANGENCY
14	385517.84	1311159.10	NE ALIGN. ANGLE PT.
15	385530.83	1311200.62	NE TOP OF CURB MATCH EXISTING
16	385513.03	1311006.00	NE CORNER OF WALL
17	385477.74	1311000.83	NE CORNER OF WALL
18	385443.09	1310995.24	NE CORNER OF ELEC. ENCL. CONC SLAB
19	385425.15	1310993.12	SW CORNER OF WALL
20	385422.10	1311116.44	SE CORNER
21	385531.52	1311174.44	NE TOP OF CURB
22	385552.98	1311027.67	PAINT STRIPE
23	385533.41	1311037.44	END OF PARKING STRIP
24	385551.65	1311082.19	PAINT STRIPE
25	385551.14	1311103.08	PAINT STRIPE
26	385550.12	1311144.89	PAINT STRIPE
27	385505.70	1311170.14	SW CORNER OF WALK
28	385505.96	1311159.72	CONC ANGLE POINT

*ALL TOP OF CURB REFERENCE POINTS ARE TO TOP BACK OF CURB

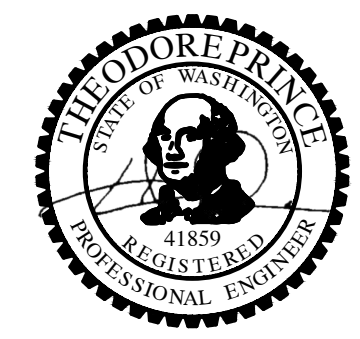
LEGEND:

- CONCRETE DRIVEWAY OR SIDEWALK ①②③
- LANDSCAPE AREA ⑧
- HMA PAVEMENT ④
- TREATMENT MEDIA
- VAULT OR STRUCTURE ACCESS HATCH



REVISIONS	DATE	BY	DESIGNED
			T. PRINCE
			J. STOLLE
			D. DINKUHN
			C. SIMMONS

ONE INCH AT FULL SCALE. IF NOT, SCALE ACCORDINGLY.
 FILE NAME: PS2967003-C4
 JOB No: 553-2967-003
 DATE: NOVEMBER 2021



NOVEMBER 16, 2021

Parametrix
 ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES
 719 2ND AVENUE, SUITE 200 | SEATTLE, WA 98104
 P 206.394.3700
 WWW.PARAMETRIX.COM

PROJECT NAME: **CITY OF MARYSVILLE**
DOWNTOWN STORMWATER TREATMENT PROJECT
 MARYSVILLE, WA

CIVIL SITE PLAN

DRAWING NO. 11 OF 90
C4

ISSUED FOR BID

EXHIBIT A

Legal Description:

PARCEL A:

THAT PORTION OF SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, W M ,RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 68 FT. SOUTH AND 450 FT EAST OF THE SOUTHWEST CORNER OF LOT 7, BLOCK 8, MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 29, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE SOUTH 100 FEET;
THENCE EAST 50 FEET;
THENCE NORTH 100 FEET;
THENCE WEST 50 FEET TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, W M, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 68 FEET SOUTH AND 500 FEET EAST OF THE SOUTHWEST CORNER OF LOT 7, BLOCK 8, MARYSVILLE, RECORDED IN VOLUME 1 OF PLATS, PAGE 29, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE SOUTH 100 FEET;
THENCE EAST 50 FEET;
THENCE NORTH 100 FEET;
THENCE WEST 50 FEET TO THE POINT OF BEGINNING.

PARCEL C:

ALL THAT PORTION OF GOVERNMENT LOT 1, SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT AT THE INTERSECTION OF FIRST AND DELTA STREETS IN THE TOWN OF MARYSVILLE, WASHINGTON, SAID MONUMENT BEING 46.94 FEET EAST AND 20 FEET SOUTH OF THE SOUTHEAST CORNER OF BLOCK 7 OF THE PLAT OF MARYSVILLE; ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 29; RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH 188 FEET;
THENCE WEST 37.4 FEET;
THENCE SOUTH 11°02' WEST 425 FEET, THE TRUE POINT OF BEGINNING;
THENCE CONTINUE ON THE SAME BEARING 130 FEET, MORE OR LESS, TO EBNEY SLOUGH;
THENCE ANGLE LEFT 90° FOR 16 FEET;
THENCE ANGLE LEFT 90° FOR 130 FEET, MORE OR LESS TO THE SOUTH WALL OF THE STAIN LINE BUILDING;
THENCE ANGLE LEFT 90° FOR 16 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL D:

ALL THAT PORTION OF GOVERNMENT LOT 1, SECTION 33, TOWNSHIP 30 NORTH, RANGE 5 EAST,

W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT IN THE INTERSECTION OF FIRST STREET AND DELTA STREET IN THE TOWN OF MARYSVILLE, WASHINGTON, SAID MONUMENT BEING 46.94 FEET EAST OF AND 20 FEET SOUTH OF THE SOUTHEAST CORNER OF BLOCK 7 OF THE PLAT OF MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 29, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE SOUTH ALONG THE MONUMENT LINE PRODUCED WHICH MONUMENT LINE IS PARALLEL TO AND 20 FEET WEST OF THE EAST LINE OF DELTA STREET FOR 188 FEET;
THENCE ANGLE 90° TO RIGHT FOR 37.4 FEET TO TRUE POINT OF BEGINNING;
THENCE ANGLE 78°58' TO LEFT FOR 520 FEET MORE OR LESS TO SHORE OF EBEBY SLOUGH;
THENCE WESTERLY ALONG SHORE LINE TO EBEBY SLOUGH FOR 370 FEET MORE OR LESS TO EAST LINE OF GREAT NORTHERN RAILWAY RIGHT OF WAY;
THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FOR APPROXIMATELY 500 FEET TO A POINT 101 FEET SOUTH OF AND 450 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 8 OF THE PLAT OF MARYSVILLE;
THENCE SOUTH 67 FEET;
THENCE EAST 100 FEET;
THENCE NORTH 100 FEET TO SOUTH LINE OF FIRST STREET;
THENCE EAST ALONG SOUTH LINE OF FIRST STREET, FOR 254.27 FEET MORE OR LESS TO A POINT 37.4 FEET WEST OF SAID MONUMENT LINE;
THENCE SOUTH 140 FEET TO TRUE POINT OF BEGINNING;

EXCEPT

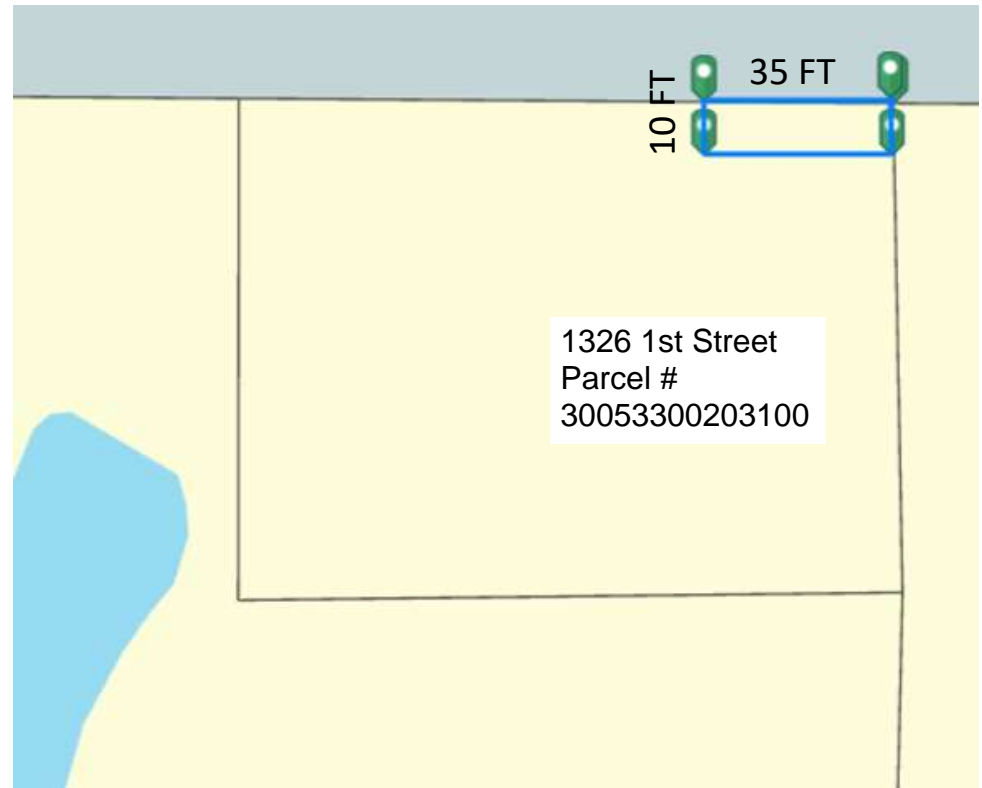
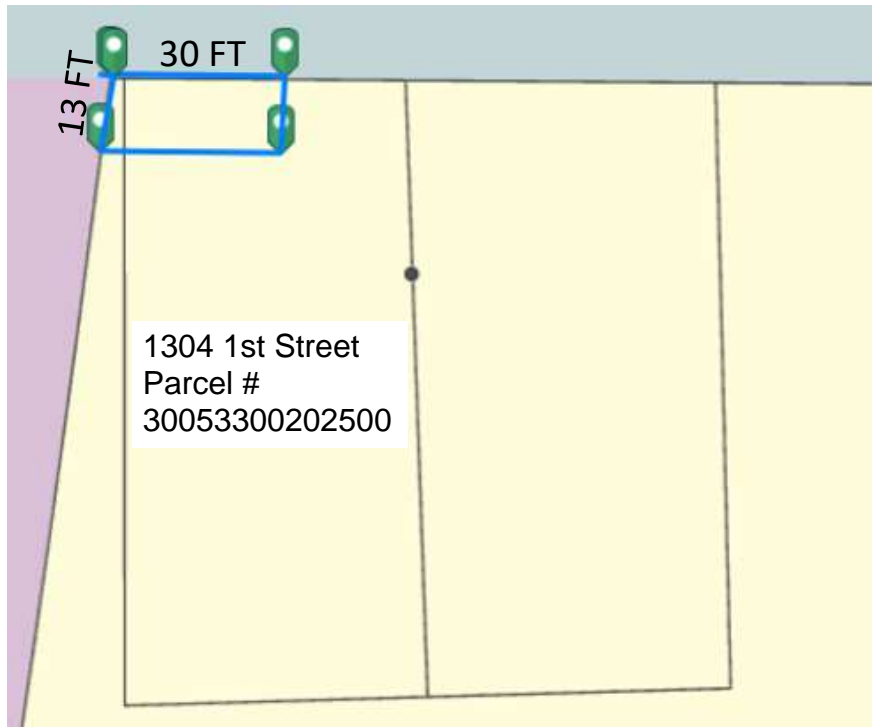
COMMENCING AT THE ABOVE DESCRIBED MONUMENT AT THE INTERSECTION OF FIRST STREET AND DELTA STREET;
THENCE ALONG THE MONUMENT LINE OF SAID DELTA STREET PRODUCED SOUTH 48 FEET TO THE SOUTH LINE OF SAID FIRST STREET SAID MONUMENT LINE BEING PARALLEL WITH AND 20 FEET WEST OF THE EAST LINE OF DELTA STREET;
THENCE ALONG THE SAID SOUTH LINE OF FIRST STREET SOUTH 89°40'38" WEST A DISTANCE OF 37.47 FEET;
THENCE SOUTH PARALLEL WITH SAID DELTA STREET PRODUCED SOUTHERLY A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 89°40'38" WEST A DISTANCE OF 21.39 FEET;
THENCE SOUTH 10°42'38" WEST A DISTANCE OF 425 FEET;
THENCE NORTH 89°40'38" EAST A DISTANCE OF 21.39 FEET;
THENCE NORTH 10°42'38" EAST A DISTANCE OF 425 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Property Address:
1304 and 1326 1st St
Marysville, WA 98270

Tax Account Number:
300533-002-025-00, 300533-002-029-00, 300533-002-027-00 and 300533-002-031-00

*** END OF EXHIBIT A ***



The above dimensions are approximate only.

Parcel Sketch - DSTP Easement:

The West 30 feet of the North 13 feet; ALSO the North 10 feet of the East 35 feet of the above described real property.