

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

Easement Agreement with \_\_\_\_\_ Briefing  
 Public Utility District No. 1 \_\_\_\_\_ Proposed Action  
 of Snohomish County for \_\_\_\_\_ Consent  
 electrical distribution \_\_\_\_\_ Action  
 facilities on City property at \_\_\_\_\_ First Reading  
 36<sup>th</sup> Street \_\_\_\_\_ Second Reading  
 \_\_\_\_\_ Third Reading  
 \_\_\_\_\_ Public Hearing  
 \_\_\_\_\_ Budget Advisory

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Facilities/Real Property  
 Contact Person Barb Hardman  
 Phone Number 425-257-7294  
 FOR AGENDA OF January 18, 2017

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA \_\_\_\_\_  
 Council President                     

|  |                         |  |   |
|--|-------------------------|--|---|
| <u>Location</u><br>29XX 36 <sup>th</sup> Street<br>Everett, WA 98201<br>See attached map | <u>Preceding Action</u> | <u>Attachments</u><br>Easement Agreement<br>Vicinity Map | <u>Department(s) Approval</u><br>Legal, Facilities/Real<br>Property |
|--|-------------------------|--|---|

|                      |     |                    |
|----------------------|-----|--------------------|
| Amount Budgeted      | -0- |                    |
| Expenditure Required | -0- | Account Number(s): |
| Budget Remaining     | -0- |                    |
| Additional Required  | -0- |                    |

**DETAILED SUMMARY STATEMENT:**

The attached easement provides for the Public Utility District No. 1 of Snohomish County to operate and maintain electrical facilities necessary to serve the Riverfront Development Project. A vicinity map is attached to show the location on a City owned parcel on the north side of 36<sup>th</sup> Street, near the western most end of that portion lying east of the Interstate-5 corridor.

**RECOMMENDATION:**

Authorize the Mayor to sign the Easement Agreement with Public Utility District No. 1 of Snohomish County for electrical distribution facilities on City property at 36<sup>th</sup> Street.

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County  
Attn: Kelly McGill,  
Manager, Real Estate Services  
P.O. Box 1107  
Everett, Washington 98206-1107

E- \_\_\_\_\_  
WO# 100003329-60 ROW# 10000024062

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DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Everett, a Municipal Corporation  
Grantee: Public Utility District No. 1 of Snohomish County  
Short Legal Description: NW/SE S29 T29N R05E, W. M.  
Tax Parcel No: 29052900401000

THIS DISTRIBUTION EASEMENT ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between City of Everett, a Municipal Corporation ("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".

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"):

**THAT PORTION OF GOVERNMENT LOT 5 IN SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W. M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**COMMENCING AT A FOUND MONUMENT IN CASE AT THE INTERSECTION OF SMITH AVENUE AND 36<sup>TH</sup> STREET IN THE CITY OF EVERETT, WASHINGTON; THENCE NORTH 89°22'55" EAST, 249.00 FEET ALONG THE EASTERLY EXTENSION OF SAID 36<sup>TH</sup> STREET, THENCE SOUTH 88°04'55" EAST, 369.90 FEET TO THE EAST LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S RIGHT OF WAY AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 9102050319, THENCE NORTH 01°47'27" EAST, 40.00 FEET ALONG SAID EAST RIGHT OF WAY TO THE NORTH RIGHT OF WAY LINE OF SAID 36<sup>TH</sup> STREET, THENCE SOUTH 88°04'55" EAST, 104.10 FEET ALONG SAID NORTH RIGHT OF WAY TO THE POINT OF BEGINNING, THENCE NORTH 29°19'08" EAST, 12.08 FEET, THENCE NORTH 51°14'06" EAST, 379.48 FEET, THENCE NORTH 56°39'09" EAST, 94.16 FEET TO THE NORTHWEST CORNER OF BLOCK 3 OF JS SINES ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 11, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE SOUTH 01°47'27" WEST, 312.46 FEET ALONG THE WEST LINE OF SAID**

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BLOCK TO THE SOUTHWEST CORNER OF SAID BLOCK 3 AND THE NORTH RIGHT OF WAY LINE OF SAID 36<sup>TH</sup> STREET, THENCE NORTH 88°04'55" WEST, 370.90 FEET ALONG SAID NORTH RIGHT OF WAY TO THE POINT OF BEGINNING.

ALSO KNOWN AS NEW LOT 11 OF CITY OF EVERETT BOUNDARY LINE ADJUSTMENT NUMBER 05-008 RECORDED UNDER AUDITOR'S FILE NUMBER 200608210287 AND AS DELINEATED ON RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200608215004.

**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 underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances necessary for District use, across, under, and upon the following portion of Owner's Property (hereinafter "Easement Area"):

**Commencing at the SW corner of said new Lot 11, thence S88°04'55"E along the south line of said new Lot 11, a distance of 145 feet to the Point of Beginning; thence continuing along said south line 40 feet; thence N0°55'05"E, a distance of 20 feet; thence N88°04'55"W a distance of 40 feet; thence S0°55'05"W a distance of 20 feet to the Point of Beginning.**

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 District.

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 as provided herein.

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 hazards and shall coordinate and obtain Owner's permission prior to removal of any such hazards.

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

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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 it has 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



**Please sign and have notarized below**

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

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

**(REPRESENTATIVE ACKNOWLEDGMENT)**

State of Washington  
County of Snohomish

I certify that I know or have satisfactory evidence that \_\_\_\_\_ (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) (are/is) authorized to execute the instrument and acknowledged as the \_\_\_\_\_ of the City of Everett, to be (his, her, their) free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

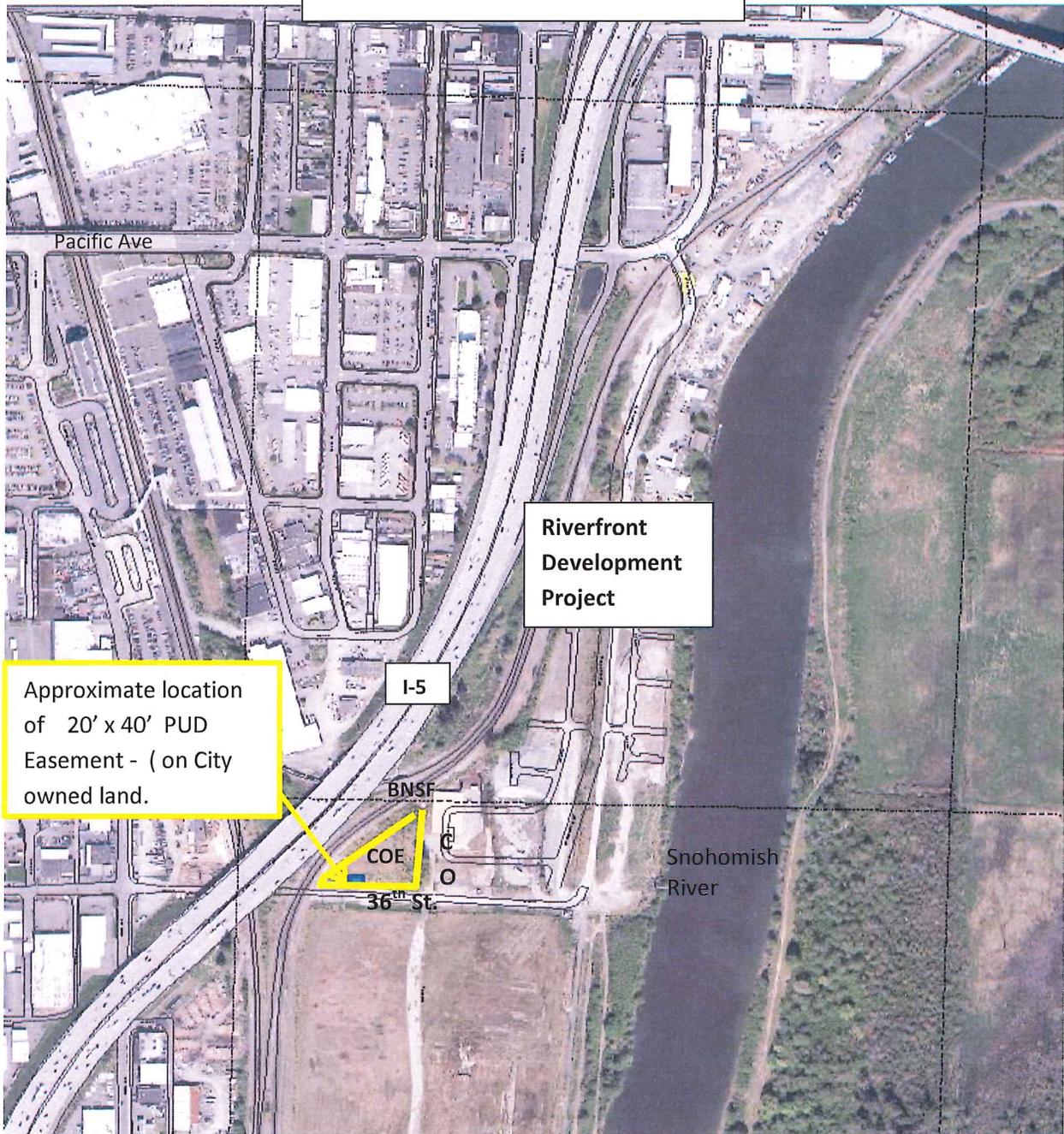
(Seal or Stamp)

Signature of \_\_\_\_\_  
Notary Public \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_

My appointment expires \_\_\_\_\_

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Vicinity Map  
PUD Easement



Approximate location  
of 20' x 40' PUD  
Easement - (on City  
owned land.

Riverfront  
Development  
Project

I-5

BNSF

COE

36<sup>th</sup> St.

Snohomish  
River