

Project title: Easement Agreement with Public Utility District No. 1 of Snohomish County for underground electrical distribution facilities located in a portion of Everett’s Water Transmission Line 5 corridor.

Council Bill # *interoffice use*

Agenda dates requested:

06/30/2020

Briefing

Proposed action

Consent 6/30/21

Action

Ordinance

Public hearing

Yes No

Budget amendment:

Yes No

PowerPoint presentation:

Yes No

Attachments:

- Easement Agreement

Department(s) involved:

Real Property

Contact person:

Paul McKee

Phone number:

425-257-8938

Email:

pmckee@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration: Easement Agreement

Project: PUD Underground Electrical Distribution Circuit

Partner/Supplier : Public Utility District No. 1 of Snohomish County

Location: Water Transmission Line 5 Corridor - Sno. Co. Parcel Number 28072200100500

Preceding action: 1983 – Original grant of Overhead Electrical Distribution Easement

Fund: 145

Fiscal summary statement:

The district will provide one-time compensation of \$500.00 for administrative costs.

Project summary statement:

In 1983, the City granted the PUD an easement for overhead electrical distribution lines to be located within portions Everett’s Water Transmission Line 5 corridor east of Everett.

The PUD is currently planning a new circuit tie project that involves installing an underground circuit to avoid existing overhead BPA transmission lines that are located in close proximity to the proposed project. Because the 1983 electrical distribution easement is for above ground facilities only, the PUD is requesting a new easement to allow underground electrical facilities within a portion of the original easement alignment.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Easement Agreement with Public Utility District No. 1 of Snohomish County for underground electrical distribution facilities located in a portion of Everett’s Water Transmission Line 5 corridor.

AFTER RECORDING, PLEASE RETURN TO:

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

E-_____
WO#100015752 N# 10000045321

DISTRIBUTION EASEMENT
Underground

Grantor ("Owner"): The City of Everett a Washington State municipal corporation
Grantee: Public Utility District No. 1 of Snohomish County
Short Legal Description: Ptn. of S1/2, NW1/4 and S1/2, NE1/4, Sec. 22, T. 28 N., R. 7 E, W.M.
Tax Parcel No: 28072200100500

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____ 2021, by and between the City of Everett, a Washington State municipal corporation ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("Grantee"). The Owner, and Grantee 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 SECTION 22, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS:

A STRIP OF LAND BEING 50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

**BEGINNING AT A POINT ON THE EAST SECTION LINE OF SECTION 22 WHICH IS 1774.9 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION;
THENCE NORTH 89°08'00" WEST TO A POINT ON THE WEST LINE OF SECTION 22 WHICH IS 1774.9 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION AND TERMINUS OF CENTERLINE.**

LESS COUNTY ROAD.

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, across, 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 existing PUD overhead easement as depicted on "EXHIBIT A" attached hereto and by this reference made a part hereof.

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 lands of the Easement Area for any lawful purposes so long as such use does not unreasonably interfere with the Grantee's rights hereunder..

4. 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 Easement Area 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. Grantee will coordinate with Owner prior to the removal of any vegetation unless such vegetation poses an immediate hazard to persons or property.

5. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area pursuant to Section 4 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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:
CITY OF EVERETT

By: _____
CASSIE FRANKLIN, 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 **Cassie Franklin** signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Mayor** of the **City of Everett** to be the free and voluntary act for the uses and purposes mentioned in the instrument.

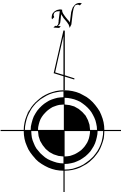
(Seal or Stamp)

Signature of
Notary Public _____
Print Name: _____
Residing at: _____

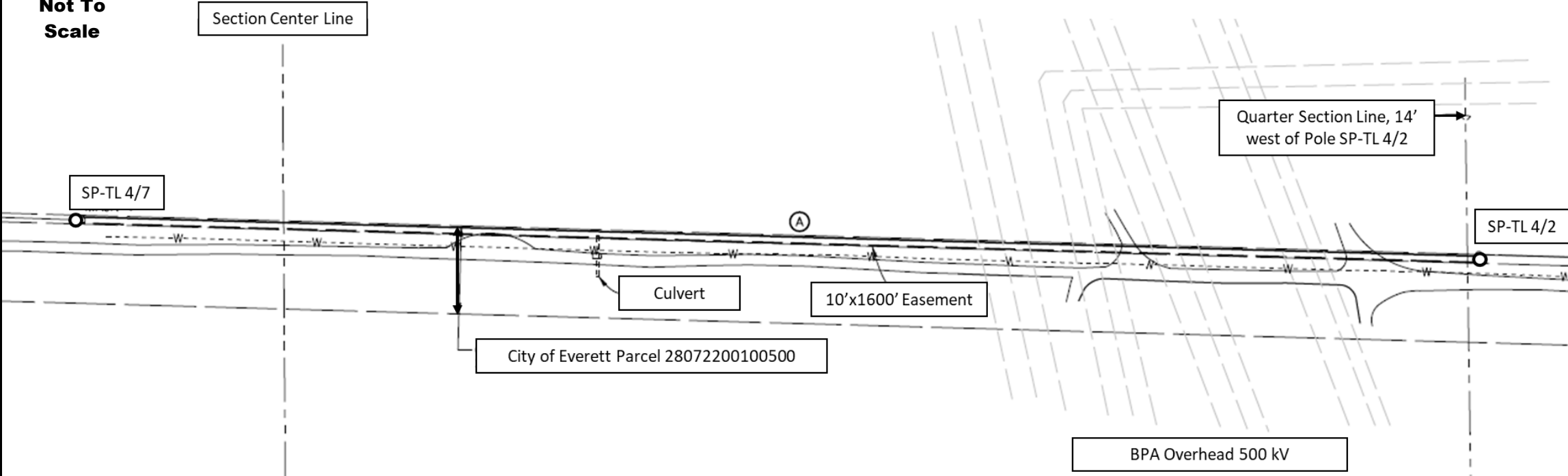
My appointment expires _____



Exhibit "A"



Not To Scale



N1/2 22-28-07

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



City of Everett

Tax Lot #28072200100500

W.O. #100015742

6/16/2021