



TO: Board of Directors
FROM: Liz Jamieson, Director of Capital Projects 
SUBJECT: Snohomish County PUD – Distribution Easement – New CCC Site
DATE: March 3, 2020
TYPE: Action Needed

The Snohomish County Public Utility District (PUD) requires the school district to grant an electrical distribution access easement on the site of the new Church Creek Campus (aka Alternative Learning Center). I have attached the PUD cover letter, proposed easement agreement, and a site plan showing the rough location for this new easement.

Recommendation:

We recommend the board **move to approve the attached Snohomish County PUD distribution easement for the new Church Creek Campus site.**



Energizing Life in Our Communities

February 13, 2020

Stanwood School District No. 401
Attn: Liz Jamieson
26920 Pioneer Hwy
Stanwood, WA 98292

RE: Request for PUD Easement –7600 272nd St NW, Stanwood

Dear Liz Jamieson,

Please find enclosed a standard easement form which grants permission to Snohomish County PUD No. 1 for installation and maintenance of the electrical facilities on the property referenced above.

Please have the necessary parties sign the easement in the presence of a notary, keep a copy for your records and return the original to:

Real Estate Services GAI-O1
Snohomish County PUD
PO Box 1107
Everett, WA 98206-9989

Unfortunately, we are not able to accept scanned/emailed copies of the signed easement. In order to process your easement and record it with Snohomish County, we will need the signed and notarized original document mailed back to us.

If you have any further questions, please contact me at (425) 783-4383.

Sincerely,

A handwritten signature in cursive script that reads "Gaye Jones".

Gaye Jones
Real Estate Services

Enclosures

AFTER RECORDING, PLEASE RETURN TO:
Public Utility District No. 1 of Snohomish County
Real Estate Services –GAJ O1
P.O. Box 1107
Everett, Washington 98206-1107

E-_____
WO#100047341 N#10000088977

DISTRIBUTION EASEMENT

Grantor ("Owner"): The Stanwood School District No. 401
Grantee: Public Utility District No. 1 of Snohomish County
Frontier Communications Northwest, Inc.
Short Legal Description: Ptn. SE ¼, SE ¼, Sec 19, T32N, R04E, W.M.
Tax Parcel No: 32041900403400

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____ 2020, by and between **The Stanwood School District No. 401** ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District") and Frontier Communications Northwest Inc. ("Frontier"). The Owner, District and Frontier are sometimes referred to individually herein as "Party" and collectively as "Parties". The District and Frontier 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"):

ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 32 NORTH, RANGE 4 EAST, W.M.

LESS STREET;

TOGETHER WITH THE EAST 268 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 32 NORTH, RANGE 4 EAST, W.M.

LESS HIGHWAY 1-Y (SR 532).

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"):

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 electrical facilities as constructed, to be constructed, extended or relocated within the above described real property. The exterior boundaries of said easement being widened accordingly to provide Grantee eight feet (8') of easement area adjoining all sides of Grantee's ground mounted transformers, switch cabinets, and/or vaults.

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):

THE STANWOOD SCHOOL DISTRICT NO. 401

By: _____

Its: _____

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____ signed this instrument on oath stated that (he/she/they) (are/is) authorized to execute the instrument and acknowledged it as the _____ of The Stanwood School District No. 401, to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 2020.

(Seal or Stamp)

Signature of Notary Public _____

Print Name: _____

Residing at: _____

My appointment expires _____
