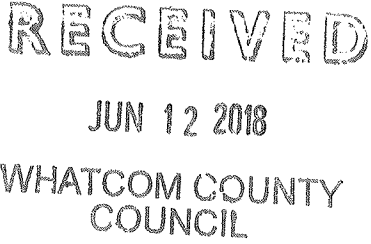


WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-190

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	MGM	5/24/18		6/19/18	Finance/Council
Division Head:					
Dept. Head:	<i>[Signature]</i>	5/24/18			
Prosecutor:	<i>JG</i>	5/29/18			
Purchasing/Budget:	<i>B/B</i>	5/29/18			
Executive:	<i>TMS fol</i>	6/11/18			

TITLE OF DOCUMENT:
Puget Sound Energy Utility Easement Request- SR 547 /East Whatcom Regional Resource Center

ATTACHMENTS:
Puget Sound Energy Real Property Voucher Form and Easement

SEPA review required? () Yes (X) NO	Should Clerk schedule a hearing? () Yes (X) NO
SEPA review completed? () Yes () NO	Requested Date:

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: *(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)*

Request approval and authorization for the County Executive to enter into a sale agreement with Puget Sound Energy for a 45 foot wide utility easement along State Road 547 (Kendall Road) at the East Whatcom Regional Resource Center.

COMMITTEE ACTION:	COUNCIL ACTION:

Related County Contract #:	Related File Numbers:	Ordinance or Resolution Number:

Please Note: *Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.*



RECEIVED

JUN 04 2018

MEMORANDUM

TO: Members of the County Council and Executive Louws JACK LOUWS
COUNTY EXECUTIVE

FROM: Michael McFarlane, Director *MB*

DATE: May 24th, 2018

RE: Puget Sound Energy's Request for Utility Easement- East Whatcom
Regional Resource Center

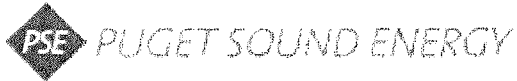
Please find attach an easement request by Puget Sound Energy (PSE) for a utility easement along State Road 547- Kendall Road at the East Whatcom Regional Resource Center for your review and approval.

As part of an agreement with the Washington Department of Transportation to improve highway safety, PSE is relocating above ground utility lines and poles further from the roadway surface. The project requires a new easement as per the request.

After reviewing the request and easement, it appears there would be little or no impact to the future development of the Resource Center's Campus. Based on PSE's appraisal of the property, \$1,093.00 is being offered for the 15,615 square foot easement along with a \$1,000 signing incentive. I am recommending approval of the sale of easement and authorization for the Executive to enter into the agreement with PSE.

Should you have any questions or require additional information, please contact me at 5855.

Thank you



May 4, 2018

Whatcom County
311 Grand Ave
Bellingham, WA 98225

RE: PSE Transmission & Distribution System Relocation – SR 547- Kendall Rd
WSDOT Control Zone Mitigation Program
Whatcom County Parcel # 174536/400522083178, PSE WO #101085564, PSE Parcel #32

Dear Property Owner,

Recently, you received a mailer from us regarding an upcoming project in your area. As we explained in that notification, Puget Sound Energy (PSE) has entered into an agreement with the Washington State Department of Transportation Department (WSDOT) to relocate poles outside of WSDOT's established "control zone" which is an area adjacent to the roadway that should be free of obstructions to further WSDOT's Target Zero initiative; that is, a statewide effort to eliminate traffic fatalities and serious injuries. What this means is that if objects (typically power poles) are determined to be out of compliance with established control zone requirements, then PSE has agreed to come up with a mitigation plan that in many situations requires us to move a pole into a safer location. Additionally PSE will be coordinating efforts with the proposed Kendall Highway Safety Trail. More information on the trail can be obtained at www.kendalltrail.com.

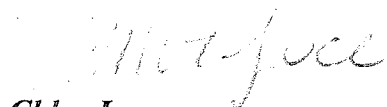
Through this process we have determined that poles on or near your property, located in Maple Falls, WA (Tax ID# 174536/400522083178), have to be relocated and will require frontage easements necessary to cover those facilities as they affect your property. Enclosed you'll find an easement document. In addition, an exhibit design drawing is provided showing where the easement will be located in relationship to your property boundaries.

If the easement meets with your approval, please have it signed by all necessary parties in the presence of a Notary Public. Upon receipt and approval of the fully-executed easement, property voucher, tree cutting permit and completed W-9 form (enclosed), Puget Sound Energy will provide you compensation in the amount of **\$1,093.00** for the easement area. In addition, PSE is able to provide an additional **\$1,000.00** in compensation as a signing incentive if the easement is signed and returned to my office by **August 4, 2018**. A self-addressed and stamped envelope is provided for your convenience. The compensation amount is determined by a review of local property values, as well as any impact or restriction placed upon your property as a result of this easement. In this case, the easement area consists of a forty-five foot frontage across your parcel.

If necessary, PSE will reimburse your expenses up to \$750 for professional services in reviewing this offer. Examples of professional services include Appraisal, Legal Review and Survey. PSE requires a paid receipt for reimbursement of all services rendered.

Should you have any questions, concerns, or prefer to meet onsite, please contact me at 425-616-9682 or email chloe.luce@hdrinc.com. Also, I can arrange a notary service for you free of charge.

Sincerely,



Chloe Luce

Real Estate Representative - Major Projects

chloe.luce@hdrinc.com

425-616-9682

Enclosures: Original Easement
Copy of Easement
IRS W-9 Form
Easement Area Exhibit
Property Voucher

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: Thomas Horton
P.O. Box 97034 EST-06E
Bellevue, WA 98009-9734



EASEMENT

REFERENCE #: **WHATCOM COUNTY**
GRANTOR (Owner): **PUGET SOUND ENERGY, INC.**
GRANTEE (PSE): **PTN. SW ¼ S22, T40N, R5E, W.M.**
SHORT LEGAL: **174536/ 400522083178**
ASSESSOR'S TAX #: **174536/ 400522083178**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **WHATCOM COUNTY, a Municipal Corporation** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Whatcom County, Washington:

THAT PORTION OF NEW TRACT "D" AS REFERENCED IN QUIT CLAIM DEED FILED IN AUDITOR'S FILE NUMBER 2110203160, RECORDS OF WHATCOM COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID TRACT, ALSO BEING ON THE WESTERLY RIGHT OF WAY MARGIN OF STATE ROUTE 547; THENCE SOUTH 18°27'41" EAST ALONG SAID WESTERLY MARGIN A DISTANCE OF 347.07 FEET TO THE SOUTHERLY LINE OF SAID TRACT; THENCE SOUTH 71°32'14" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 45.00 FEET; THENCE NORTH 18°27'41" WEST ALONG A LINE 45.00 FEET WESTERLY OF AND PARALLEL WITH SAID WESTERLY MARGIN A DISTANCE OF 346.99 FEET TO THE NORTHERLY LINE OF SAID TRACT; THENCE NORTH 71°26'09" EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,616 SQUARE FEET, MORE OR LESS.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described and depicted as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

- a. Overhead facilities.** Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing; and

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, 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 cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this _____ day of _____, 2018.

OWNER:

WHATCOM COUNTY, a Municipal Corporation

BY: _____

ITS: _____

Approved as To FOAM

J. Gallery 5/22/18
Prosecuting Attorney

STATE OF WASHINGTON)
) SS)
COUNTY OF)

On this _____ day of _____, 2018, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____, **WHATCOM COUNTY, a Municipal Corporation**, that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **WHATCOM COUNTY**, for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at _____

My Appointment Expires: _____

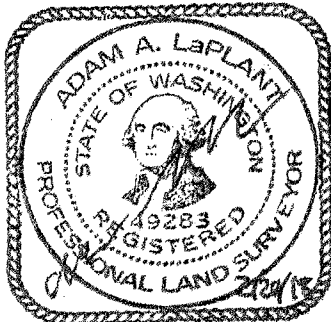
EXHIBIT "A"

EASEMENT DESCRIPTION
WHATCOM COUNTY PARCEL 400522083178

THAT PORTION OF NEW TRACT "D" AS REFERENCED IN QUIT CLAIM DEED FILED IN AUDITOR'S FILE NUMBER 2110203160, RECORDS OF WHATCOM COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID TRACT, ALSO BEING ON THE WESTERLY RIGHT OF WAY MARGIN OF STATE ROUTE 547; THENCE SOUTH 18°27'41" EAST ALONG SAID WESTERLY MARGIN A DISTANCE OF 347.07 FEET TO THE SOUTHERLY LINE OF SAID TRACT; THENCE SOUTH 71°32'14" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 45.00 FEET; THENCE NORTH 18°27'41" WEST ALONG A LINE 45.00 FEET WESTERLY OF AND PARALLEL WITH SAID WESTERLY MARGIN A DISTANCE OF 346.99 FEET TO THE NORTHERLY LINE OF SAID TRACT; THENCE NORTH 71°26'09" EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

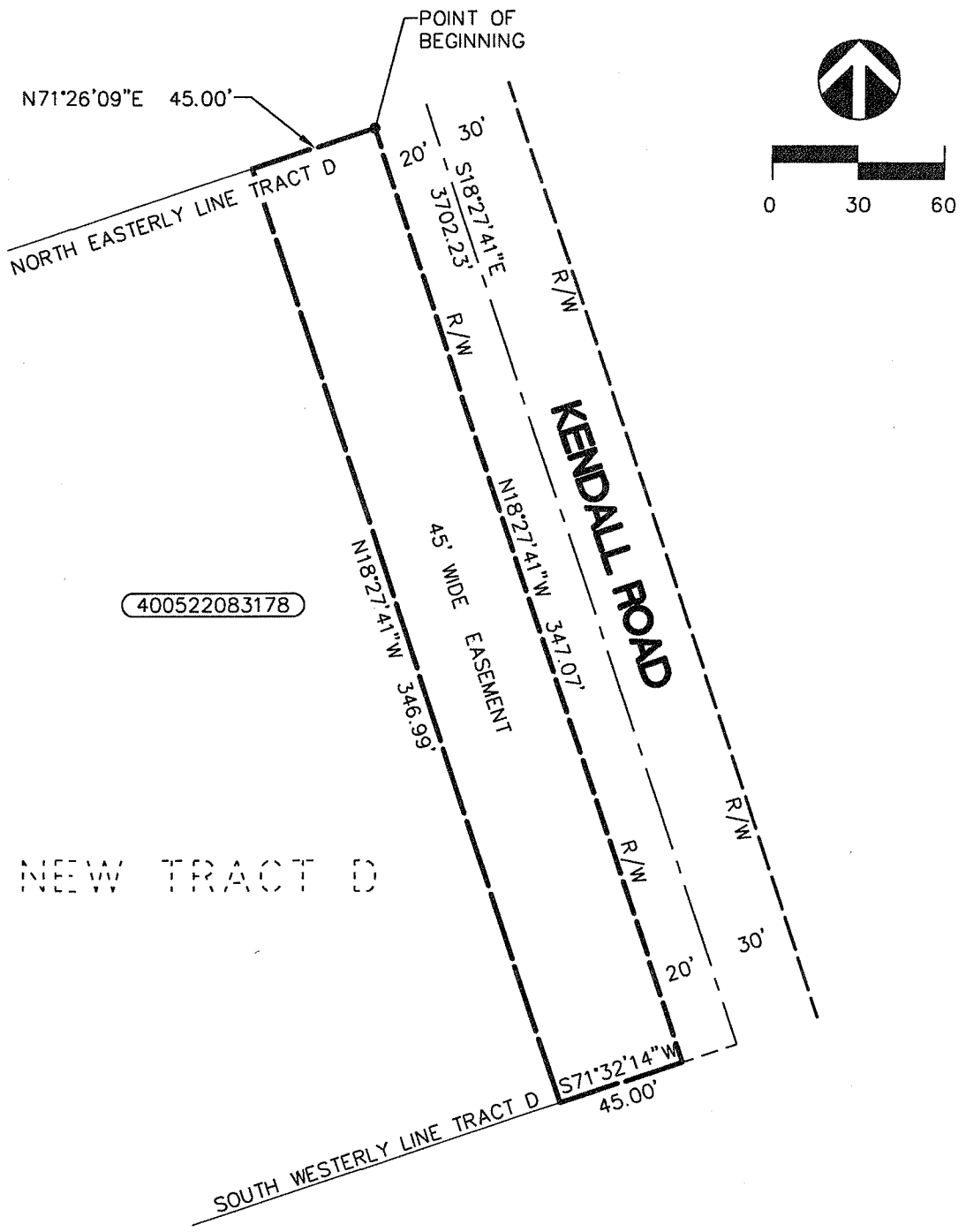
CONTAINING 15,616 SQUARE FEET, MORE OR LESS.



DAVID EVANS
AND ASSOCIATES INC.

14432 SE Eastgate Way, Suite 400
Bellevue, WA 98007
425.519.6500

S:\to 02/14/18 12:35pm - D:\Temp\AcPublish_12724\400522083178.dwg



**EASEMENT EXHIBIT - PARCEL 400522083178
SR 547 POLE RELOCATION**

TAX PAYER	WHATCOM COUNTY
TAX PAYER ADDRESS	311 GRAND AVE. BELLINGHAM, WA. 98255
SITE ADDRESS	8251 KENDALL RD. MAPLE FALLS, WA. 98266
EASEMENT AREA	15,616 S.F.
SECTION	NW, SW, S22, T40N, R05E, W.M.



**DAVID EVANS
AND ASSOCIATES INC.**

14432 SE Eastgate Way, Suite 400
Bellevue Washington 98007
Phone: 425.519.6500

**Puget Sound Energy, Inc.
Real Property Voucher Form**

AGENCY NAME: Puget Sound Energy, Inc. Thomas Horton PO Box 97034 EST-06E Bellevue, WA 98009-9734	WHATCOM COUNTY, a Municipal Corporation BY: _____ ITS: _____ Date: _____ Phone# _____
GRANTOR OR CLAIMANT: Whatcom County 311 Grand Ave Bellingham, WA 98225	
PROJECT NAME: PUGET SOUND ENERGY – SR547 CONTROL ZONE PROJECT, WO# 101085564 ASSESSOR PARCEL NUMBER: 174536/400522083178 PSE PARCEL NUMBER: 32	

In Full and Final Payment for the title or interest conveyed or released, as fully set forth in the attached document:

Permanent Easement:	\$ 1,093.00
Incentive for signing before August 4, 2018	\$ 1,000.00
Total of Final Settlement:	\$ 2,093.00

Acquisition Agent:	_____ Chloe Luce HDR 2707 Colby Ave, Suite 715 Everett, WA 98201 Phone: 425-616-9682 _____ Date
Puget Sound Energy, Inc:	_____ Thomas Horton P.O. Box 97034 EST-06E Bellevue, WA 98009-9734 _____ Date