

202307270270
 EASEMENT
 Rec: \$206.50
 7/27/2023 1:50 PM 1 of 4
 SNOHOMISH COUNTY,
 WA

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

**NO EXCISE TAX
 REQUIRED**

JUL 27 2023

BRIAN SULLIVAN, Snohomish County Treasurer
 By BRIAN SULLIVAN *[Signature]*

E-
 WO#100078947 N#10000129923

HIGH VOLTAGE DISTRIBUTION EASEMENT

Grantor ("Owner"): The City of Everett, a Washington State municipal corporation
 Grantee: Public Utility District No. 1 of Snohomish County
 Short Legal Description: Frac. Lots 9, 10, and 11, Block 557, Everett Div. G, Vol. 4 of Plats, Pg. 41, Records of Snohomish County, WA
 Tax Parcel No: 00437455700900

THIS HIGH VOLTAGE DISTRIBUTION EASEMENT ("Easement") is made this 27th day of July 2023, by and between the **The City of Everett a Washington State 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". The District is 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"):

FRACTIONAL LOTS 9, 10 AND 11, BLOCK 557, EVERETT DIVISION "G", ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 4 OF PLATS, PAGE 41, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

All 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

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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 Property described as follows:

Beginning at the Southwest corner of the property, the True Point of Beginning;

Thence North along the Western property line to the Northwest corner of the Property;

Thence East along the Northern property line to the Northeast corner of the Property;

Thence Southwesterly to a point on the Southern property line, said point lying 15-feet East of the True Point of Beginning;

Thence West along the Southern property line 15-feet to the True 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 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.

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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.

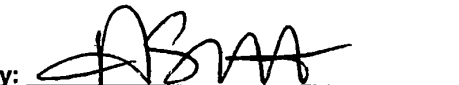
12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written


OWNER:
CITY OF EVERETT


By: 
CASSIE FRANKLIN, MAYOR

ATTEST:

By: 
CITY CLERK

APPROVED AS TO FORM:

By: 
CITY ATTORNEY

 APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
June 13, 2023

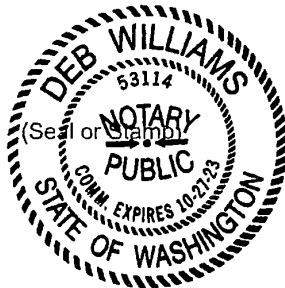
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(REPRESENTATIVE ACKNOWLEDGMENT)

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.



Unofficial Document

Signature of
Notary Public
Print Name:
Residing at:

Deb Williams
Deb Williams
Everett, WA

My appointment expires

10-27-23