

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#100131914 N#10000202069

COMMUNITY SOLAR PROJECT FIBER OPTIC LINE EASEMENT

Grantor ("Owner"): The City of Everett, a Washington State municipal corporation
Grantee: Public Utility District No. 1 of Snohomish County
Short Legal Description: Ptn. SW1/4, NW1/4, Sec. 13, T. 28 N, R.4 E, W.M
Tax Parcel No: 28041300201100

THIS COMMUNITY SOLAR PROJECT FIBER OPTIC LINE EASEMENT ("Easement") is made this _____ day of _____ 2024, by and between the **City of Everett**, a Washington municipal corporation ("Owner"), and **Public Utility District No. 1 of Snohomish County**, a Washington 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 on attached and incorporated **Exhibit A**, herein attached (hereinafter "Property").

WHEREAS, Owner and Grantee are parties to the Property Lease dated **March 30, 2022** (the "Lease"), which relates to the Grantee's Community Solar Project as described in the Lease (the "Solar Project");

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property for the purpose of Solar Project fiber optic lines.

NOW, THEREFORE, the Parties agree as follows:

1. 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 right, privilege, and authority to construct, erect, reconstruct, alter, improve, repair, operate, and maintain overhead fiber optic lines for the Solar Project, and other necessary appurtenances for such overhead Solar Project fiber optic lines, across, over and upon the following portion of Owner's Property (hereinafter "Easement Area"):

A strip of land ten feet (10') in width having five feet (5') of such width on each

side of the centerline of the Solar Project fiber optic lines as constructed, to be constructed, or relocated within the Property as shown on attached and incorporated Exhibit B.

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 unreasonably interfere with the Grantee's use of the Easement Area for Solar Project fiber optic lines or present a hazard to Grantee's Solar Project fiber optic lines.

4. Owner Pre-Approval. Before any construction, alteration or improvement by Grantee or its agents, contractors, successors or assigns under this Easement, Grantee shall provide the plans therefor to Owner, and Grantee shall not begin construction, alteration or improvement until Owner has approved such plans in writing, and after such approval all construction, alteration or improvement must be in accordance with the approved plans. This approval is in addition to any permit or other municipal requirements.

5. 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.

6. Relocation. The Owner may relocate the Easement Area to a different location on Owner's property at any time. If the Owner determines to do this, the Owner will give written notice thereof to Grantee, and then Grantee at Grantee's cost shall relocate all Grantee's improvements within the Easement Area to the new Easement Area, and the Parties will execute and record an amendment to this Easement reflecting the new Easement Area.

7. Easement Termination. This Easement terminates when the Lease terminates. At Owner's request, Grantee will execute for recording a document evidencing the termination of this Easement. At termination, Grantee will, unless otherwise requested by Owner, remove all Grantee's Easement Area improvements and restore the Property as nearly as reasonably possible to its existing condition prior to Grantee's exercise of its rights hereunder.

8. 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.

9. 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.

10. 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.

11. 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:

The City of Everett,
a Washington municipal corporation

Office of the City Attorney
APPROVED AS TO FORM
David C. Hall, City Attorney

By: _____

Name: Cassie Franklin

Its: Mayor

ATTEST:

City Clerk

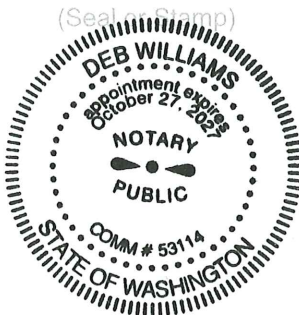
(REPRESENTATIVE ACKNOWLEDGMENT)

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/she/they) (was/were) 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.

Given under my hand and official seal this 23rd day of September, 2024.



Signature of Notary Public Deb Williams

Print Name: Deb Williams

Residing at: Everett, WA

My appointment expires 10.27.27

EXHIBIT A
(The Property)

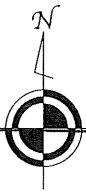
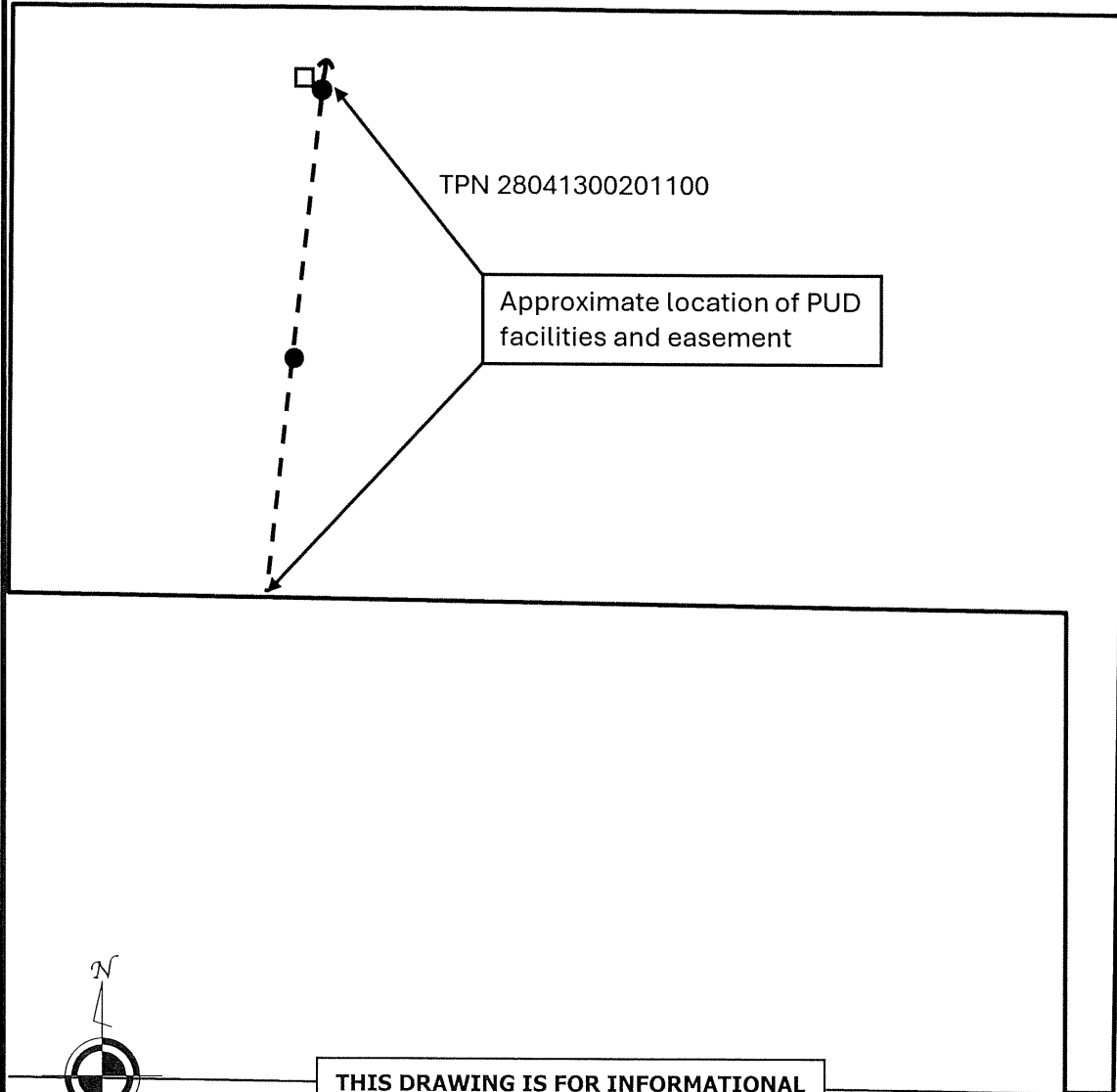
THE NORTH 350 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 28 NORTH RANGE 4 EAST, W.M.

ALSO TOGETHER WITH A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 28 NORTH RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 350 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 28 NORTH RANGE 4 EAST, W.M.
THENCE RUNNING SOUTH ALONG THE EAST LINE THEREOF TO A POINT ON THE NORTH LINE OF 90TH STREET;
THENCE WEST ALONG THE NORTH LINE OF 90TH STREET FOR 30 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE SOUTH LINE OF THE NORTH 350 FEET THEREOF; THENCE EAST 30 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Exhibit "B"




**Not To
Scale**

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

90th St SW

NW 13-28-04

7/1/24	City of Everett	WO#100131914
	Tax Lot # 28041300201100	N#1000202069