

TEMPORARY DISPOSAL EASEMENT DEED

THE GRANTOR, City of Everett, a municipal corporation of Washington State, for and in consideration of the dredge material being deposited upon Grantor's property as permitted by this easement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, conveys and warrants to the Grantee, Port of Everett, a Washington public port district, its successors, assigns, agents, representatives, licensees, contractors, and subcontractors, a temporary and assignable easement and right-of-way in, on, over and across the land described in the Exhibit Map (Exhibit A) and Legal Description (Exhibit B), herein after called the "Easement Area" (collectively, the "Easement").

The Easement is for the purpose of use by the Grantee, its representatives, agents and contractors, including the right to deposit fill, spoil and waste material dredged from the Snohomish River Channel thereon, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction, operation and maintenance of the Everett Harbor and Snohomish River Channel Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the Easement Area; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

In no event will Grantee deposit material containing hazardous substances as defined under Federal law on Grantor's property.

The Grantee may authorize use of this Easement by the U.S. Army Corps of Engineers, as well as Grantee's successors, assigns, agents, representatives, licensees, contractors, and subcontractors.

This Easement commences on July 1, 2025, and terminates on February 29, 2028. Upon termination of this Easement, Grantee shall leave the Easement Area in a level, rough-graded condition, and shall remove all equipment, debris, and other materials from the Easement Area, excepting however that Grantee may leave all or a portion of the dredged material placed in the Easement Area subject to this Easement.

This Easement supersedes and replaces the previous easement recorded under No. 202001090615, as amended.

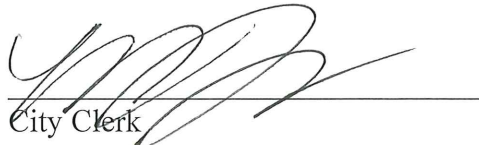
[signature page follow]

Dated this 7th day of July, 2025.



CASSIE FRANKLIN, MAYOR

ATTEST:



City Clerk

APPROVED AS TO FORM:

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

City Attorney

STATE OF WASHINGTON)
) ss
County of Snohomish)

On this 7th day of July, 2025, before me the undersigned, a Notary Public for the State of Washington, personally appeared Cassie Franklin, to me known to be the duly elected and qualified Mayor of the City of Everett and is authorized to execute the within instrument on behalf of said municipal corporation and acknowledged said instrument as the free and voluntary act of the corporation for the uses and purposes mentioned therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove first written.



Christina M. Wiersma
Notary Public for the State of Washington
Residing at: Mayfield, WA
My Commission expires: 11-10-2026

Notary Seal

EXHIBIT A
Map



FY 25 Everett Harbor and Snohomish
River Maintenance Dredging



Legend

- Staging and Pipe Placement Area
- Disposal Site
- Project Parcels
- Snohomish Co. Parcels

EXHIBIT B

LEGAL DESCRIPTION

Two parcels of land located in Section 21, Township 29 North, Range 5 East, Willamette Meridian, Snohomish County, Washington, each parcel described as follows:

DISPOSAL AREA:

Commencing at the northeasterly corner of Section 21, Township 29 North, Range 5 East, W.M., thence S33°30'52.08"W, 3,920.51 feet to the **True Point of Beginning**;

Thence N89°00'45.29"W, 247.53 feet;
Thence S70°47'44.99"W, 126.59 feet;
Thence S89°11'43.66"W, 197.50 feet;
Thence N89°10'59.62"W, 288.80 feet;
Thence S14°30'39.78"W, 589.68 feet;
Thence S10°54'17.66"E, 149.10 feet;
Thence N87°51'56.45"E, 216.41 feet;
Thence S62°45'52.72"E, 102.73 feet;
Thence S62°45'53.89"E, 54.40 feet;
Thence N58°16'30.45"E, 273.13 feet;
Thence N65°00'02.62"E, 100.39 feet;
Thence N59°40'34.58"E, 154.32 feet;
Thence N31°50'08.66"E, 520.81 feet;
Thence N45°55'21.54"W, 159.20 feet to the **True Point of Beginning**.

Contains 14.21 acres, more or less.

By	RAA 24 JUN 2025
Chkd:	
Loc:	\\Construction\Maintenance Dredging FY25
Map:	Disposal & Staging.aprx
Doc:	002633.docx

LEGAL DESCRIPTION CONTINUED

**FY25 Everett Harbor & Snohomish River
Maintenance Dredging**
Contract DACW678250028800

±18.63 Ac's

STAGING AND PIPE PLACEMENT AREA:

Commencing at the northeasterly corner of Section 21, Township 29 North, Range 5 East, W.M., thence S33°30'52.08"W, 3,920.51 feet to the **True Point of Beginning**;

Thence N7°31'57.48"E, 89.66 feet;
Thence N16°33'25.73"E, 103.70 feet;
Thence N4°11'05.73"W, 110.44 feet;
Thence N13°55'07.51"W, 329.64 feet;
Thence N21°11'11.42"W, 133.68 feet;
Thence N30°06'35.19"W, 340.05 feet;
Thence N70°51'58.76"E, 102.43 feet;
Thence N31°13'29.31"W, 147.75 feet;
Thence N51°19'34.14"W, 222.87 feet;
Thence S33°41'24.64"W, 141.64 feet;
Thence S29°13'01.12"E, 206.47 feet;
Thence S67°59'09.23"W, 90.18 feet;
Thence S6°46'38.34"E, 169.38 feet;
Thence S85°42'40.76"E, 258.00 feet;
Thence S19°41'43.16"E, 184.31 feet;
Thence S14°15'48.65"E, 341.91 feet;
Thence S4°56'12.89"E, 106.38 feet;
Thence S12°20'41.52"W, 107.05 feet;
Thence S87°58'21.70"W, 119.44 feet;
Thence S10°49'40.10"W, 95.47 feet;
Thence S89°00'45.32"E, 207.59 to the **True Point of Beginning**.

Contains 4.42 acres, more or less.

This legal description is not based on an actual survey, nor has it been field verified and should be replaced if a survey becomes available.