

AFTER RECORDING, PLEASE RETURN TO:
Public Utility District No. 1 of Snohomish County
Real Estate Services/ Attn: C. Biggs
P.O. Box 1107
Everett, Washington 98206-1107

E-
WO#100144790 NOT#10000221811

DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Everett, a Municipal Corporation

Grantee: Public Utility District No. 1 of Snohomish County
Northwest Fiber, LLC, a Delaware limited liability company,
d/b/a Ziplly Fiber ("Ziplly Fiber")

Short Legal Description: NE ¼ Sec. 29; Twp. 29N; Range 05E

Tax Parcel No: 00439075500100

THIS DISTRIBUTION EASEMENT ("Easement") is made this 15 day of July 2025, by and between City of Everett, a Municipal Corporation Owner(s)", and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District"), and Northwest Fiber, LLC, a Delaware limited liability company, d/b/a Ziplly Fiber ("Ziplly Fiber"). The Owner, District and Ziplly Fiber 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 as follows (hereinafter "Property"):

Lots 1 through 10 inclusive, Block 755 of Everett Land Company's First Addition to Everett; Together with that portion of that East half of vacated Spruce Street and also together with that portion of the South half of vacated 32nd St. lying adjacent to and adjoining said lots.

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 and/or over the following portion of Owner's Property (hereinafter "Easement Area"):

The South 45 feet of the above described real property.

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. Relocation. Either Grantor or Grantee may require relocation of the Grantee facilities and relocation of the Easement Area. The party requiring relocation will be responsible for all costs of relocation. Both parties will reasonably coordinate with each other to minimize relocation costs and complete the required relocation in a timely manner. For any required relocation, Grantor will provide a new Easement Area at a location and size reasonably satisfactory to Grantee, and Grantor and Grantee will execute an amendment to this Easement that reflects the new Easement Area.

9. Title to Property. The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee.

10. 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.

11. 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.

12. 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.

13. 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

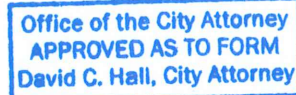
OWNER(S):

CITY OF EVERETT, a Municipal Corporation

By: _____

CASSIE FRANKLIN

Its: MAYOR



ATTEST:

City Clerk

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Wa

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 City of Everett, a Municipal Corporation to be the free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 7-15-2025

Signature of
Notary Public
Title

Christina M. Wiersma
Notary Public

My appointment expires

11-10-2026