



DISTRIBUTION EASEMENT
Underground and/or Overhead

E 22930
S 28 T 27 R 4

SNOHOMISH COUNTY
P.U.D. COPY

THIS INDENTURE made this 20th day of February, 1989, between
City of Mountlake Terrace, a Municipal Corporation

hereinafter referred to as Grantor; PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY,
hereinafter referred to as Grantee; and
hereinafter referred to as Mortgagee, WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish
State of Washington, described as follows:

Parcel 1:

The East 5 feet of Tract "A", Mountlake Terrace Division No. 10, according to the plat thereof recorded in Volume 13 of Plats, page 52, records of Snohomish County, Washington.

Parcel 2:

The East 5 feet, TOGETHER WITH the West 25 feet of the East 30 feet of the South 5 feet of the North 23 feet of Tract 15, Hanbury's North Race Track Addition, according to the plat thereof recorded in Volume 7 of Plats, page 6, records of the Auditor of the County of Snohomish, State of Washington.

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, the perpetual right, privilege, and authority to construct, erect, alter, improve, extend, repair, operate, and maintain electric distribution line facilities consisting of poles and/or structures and/or underground facilities, or combinations thereof, with necessary braces, guys, and anchors, and to install or place upon or suspend from such poles or facilities, distribution wires, insulators, cross-arms, transformers, and other electrical equipment, communication wires and/or cables, and other necessary or convenient appurtenances, across, over, under and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

Same as described above.

NO EXCISE TAX
REQUIRED

MAR 30 1989

KIMBERLY J. JENSEN, Snohomish County Treasurer
By [Signature] Deputy

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said facilities from said lands.

Also the right at all times to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said line or to persons or property by reason of proximity to said line. Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without written approval of the Manager of the District.

The Grantor and the heirs, successors or assigns of Grantor covenant and agree not to do any blasting or discharge any explosives within a distance of three hundred (300) feet of said line without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention so to do.

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors, or assigns shall permanently remove said poles, wires and appurtenances from said lands, or shall otherwise permanently abandon said line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

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

CITY OF MOUNTLAKE TERRACE

By:

By: [Signature]

PLEASE NOTARIZE SIGNATURES ON REVERSE SIDE

8903310438

VOL. 2218 PAGE 0074

8903310438

State of Washington

INDIVIDUAL ACKNOWLEDGEMENT

County of Snohomish

I certify that I know or have satisfactory evidence that Robert White and

signed this instrument and acknowledged

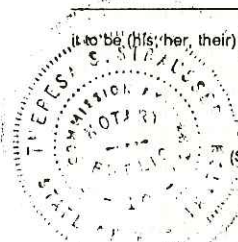
it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated February 28, 1989

Signature of Theresa S. Strauss
Notary Public

Title NOTARY PUBLIC

My appointment expires 5/10/92



(Seal or Stamp)

State of Washington

INDIVIDUAL ACKNOWLEDGEMENT

County of _____

I certify that I know or have satisfactory evidence that _____ and

signed this instrument and acknowledged

it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

Signature of _____
Notary Public

Title NOTARY PUBLIC

My appointment expires _____

(Seal or Stamp)

AN V. WILLIAMS, AUDITOR
SNOHOMISH COUNTY, WASHINGTON
RECEIVED
89 MAR 31 PM 2:46

RECORDED

(REPRESENTATIVE ACKNOWLEDGEMENT)

State of Washington

County of SNOHOMISH

I certify that I know or have satisfactory evidence that ROBERT WHITE and

signed this instrument, on oath stated that (he, she, they) (was,

was) authorized to execute the instrument and acknowledged it as the CITY MANAGER OF
(Officer, Trustee, President, etc.)

PUEBLO CITY MOUNTLAKE TERRACE
(Name of party on behalf of who instrument was executed)

to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

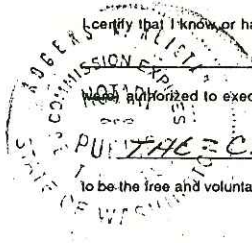
Dated FEBRUARY 28, 1989

Signature of Rogers W. Reister
Notary Public

Title NOTARY PUBLIC

My appointment expires 9-28-92

(Seal or Stamp)



THE ABOVE INFORMATION IS FOR OFFICE USE ONLY AND IS NOT A PART OF THE INSTRUMENT.

RETURN TO:
PUD NO. 1
P.O. BOX 1107
EVERETT, WA
98206

TO
PUBLIC UTILITY DISTRICT NO. 1
OF SNOHOMISH COUNTY

FROM City of Mountlake Terrace
EASEMENT
W.O. NO. 10971D/
079861

0903816438



DISTRIBUTION EASEMENT
Underground and/or Overhead

E _____
S _____ T _____ R _____

THIS INDENTURE made this _____ day of _____, 19_____, between _____

City of Mountlake Terrace, a Municipal Corporation

hereinafter referred to as Grantor; PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, _____, hereinafter referred to as Grantee; and _____, hereinafter referred to as Mortgagee, WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish State of Washington, described as follows:

Parcel 1:

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AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, the perpetual right, privilege, and authority to construct, erect, alter, improve, extend, repair, operate, and maintain electric distribution line facilities consisting of poles and/or structures and/or underground facilities, or combinations thereof, with necessary braces, guys, and anchors, and to install or place upon or suspend from such poles or facilities, distribution wires, insulators, cross-arms, transformers, and other electrical equipment, communication wires and/or cables, and other necessary or convenient appurtenances, across, over, under and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

Same as described above.

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said facilities from said lands.

Also the right at all times to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said line or to persons or property by reason of proximity to said line. Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without written approval of the Manager of the District.

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Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

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

CITY OF MOUNTLAKE TERRACE

By: _____

By: Robert J. [Signature]

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS
28th DAY OF February 1989

PLEASE NOTARIZE SIGNATURES ON REVERSE SIDE

Theresa Strauss

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT MLT

CITY COPY

Mark Andberg

230 volt line

landscap

546-4851

Mark -