

ELECTRONICALLY RECORDED

201710090287

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10/09/2017 11:42 AM

78.00

SNOHOMISH COUNTY, WASHINGTON

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
 Attn: Kelly McGill,
 Manager, Real Estate Services
 P.O. Box 1107
 Everett, Washington 98206-1107

**NO EXCISE TAX
 REQUIRED**

OCT 09 2017

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

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DISTRIBUTION EASEMENT

Grantor ("Owner"): John Frawley & Donna Frawley
 Grantee: Public Utility District No. 1 of Snohomish County
 Short Legal Description: Ptn of Lot 20, Block 1, Mountlake Terrace Division 1,
 Snohomish County, WA
 Tax Parcel No: 00520900102000 STEWART TITLE
 01148-58570

THIS DISTRIBUTION EASEMENT ("Easement") is made this 28th day of August 2017, by and between John Frawley and Donna Frawley, husband and wife, ("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");

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
 HEREOF.**

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 underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, across, through, and upon the following portion of Owner's Property (hereinafter

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"Easement Area"):

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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. 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.



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.

OWNERS:

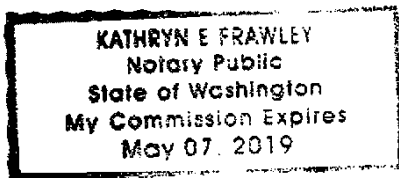
By:  John Frawley By:  Donna Frawley

STATE OF WASHINGTON)

County of Snohomish : ss

On this 28th day of August 2017, before me personally appeared John Frawley and Donna Frawley to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



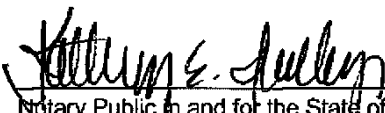

Notary Public in and for the State of
Washington, residing at Everett, WA
My commission expires 5/7/19

EXHIBIT A
PARCEL NO. 00520900102000
SNOHOMISH COUNTY PUD EASEMENT

THE SOUTH 5.00 FEET OF THE NORTH 38.00 FEET OF THE EAST 5.00 FEET OF THE HEREINAFTER DESCRIBED PARCEL "A".

CONTAINING 25 SQUARE FEET, MORE OR LESS.

PARCEL "A":

(PER STEWART TITLE COMPANY ORDER NO. 27837, DATED DECEMBER 30, 2013)

LOT(S) 20, BLOCK 1, MOUNTLAKE TERRACE DIVISION NO. 5, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE(S) 38, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

