

EASEMENT FOR UNDERGROUND AND OVERHEAD

E-17,862
35(27-3)

THIS INDENTURE made this 19th day of February, 1985, between
Chevron U.S.A., Inc.

8503180060

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:

That portion of the Southeast quarter of the Southwest quarter of Section 35, Township
27 North, Range 3 East, W.M., described as follows: Beginning at the South quarter
corner of said Section 35; thence North 0°21'27" East 482.03 feet to the True Point
of Beginning; thence North 89°00' West parallel with the South line of Section 35 for
646.67 feet; thence North 0°21'27" East for 34.7 feet; thence South 89°00' East for
646.67 feet to the East line of the Southwest quarter of said Section 35; thence South
0°21'27" West along said East line for 34.7 feet to the True Point of Beginning;
EXCEPT the East 30 feet for road known as 116th Avenue West.

NO EXCISE TAX
REQUIRED

MAR 15 1985
KIRKE STEVENS, Snohomish County Treasurer
By Calvin J. Davis Deputy

AND WHEREAS, 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 the Grantee, its successors and assigns and its permittees and
licensees the perpetual right, privilege, and authority to construct, erect, alter, improve, repair, operate and maintain an underground elec-
tric transmission and distribution line, consisting of transmission and distribution wires, transformers, pedestals, telephone communication
wires, and other necessary or convenient appurtenances, across, under and upon the following described lands and premises situated in
the County of Snohomish State of Washington, to-wit:
*and/or overhead

That portion of the above-described being a strip of land 10 feet in width lying 5 feet
on each side of the centerline of the electrical facilities situated therein and located
approximately as shown in red on Exhibit "A" attached hereto and by reference made a
part hereof.

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of construct-
ing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said
underground wires and appurtenances 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 struc-
tures 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 underground 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.

Chevron U.S.A., Inc.

by: P. J. Neely

ATTORNEY IN FACT

by: 1111

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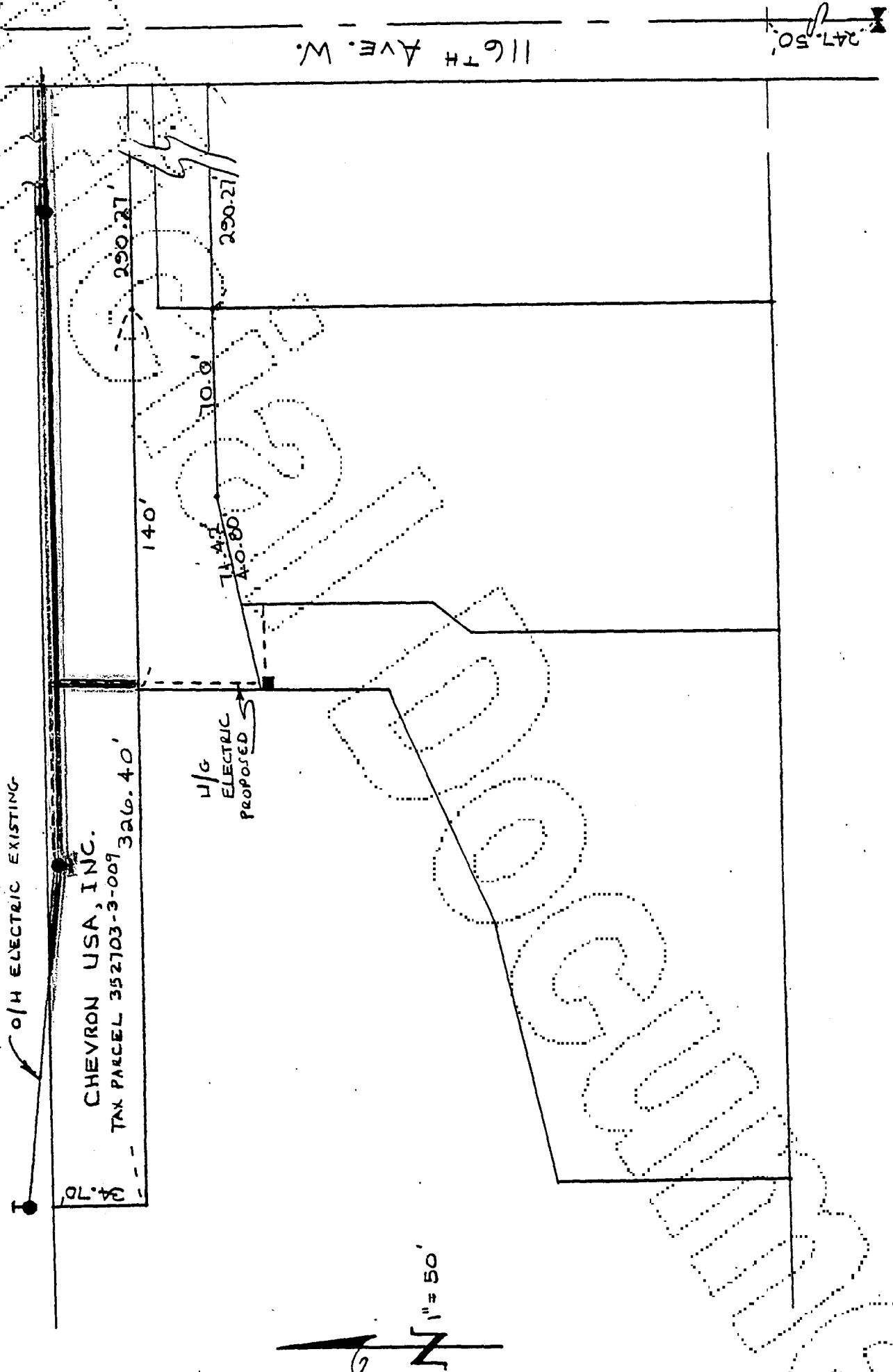
Recorded by SNOHOMISH COUNTY AUDITOR. DEAN V. WILLIAMS, County Auditor.

1985 MAR 18 AM 9:22

RECORDED

DEAN V. WILLIAMS, COUNTY AUDITOR
SNOHOMISH COUNTY, WASH.
Dean Williams

EXHIBIT "A"



South 1/4 Cor.
Sec. 35 (27-3)

8 5031800 60

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