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Skagit County Auditor

AFTER RECORDING, PLEASE RETURN TO.

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Josie Bear
DATE 6.13.22

E- 63296
WO#100089314 N# 10000157321

DISTRIBUTION EASEMENT

Grantor ("Owner"): James A. Hordyk and Mary A. Hordyk, husband and wife
Grantee: Public Utility District No. 1 of Snohomish County
Short Legal Description: Ptn. of E1/2, SE1/4, Sec. 18, T. 33 N, R. 10 E, W.M.
Tax Parcel No: P18695 (331018-4-001-0000)

THIS DISTRIBUTION EASEMENT ("Easement") is made this 12th day of May 2022, by and between **James A. Hordyk and Mary A. Hordyk**, 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 Skagit, State of Washington, legally described as follows (hereinafter "Property"):

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 33 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPTING THEREFROM THOSE PORTIONS CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER AUDITOR FILE NOS. 447141 AND 447140, RECORDS OF SKAGIT COUNTY, WASHINGTON;

AND FURTHER EXCEPTING THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER CONVEYED TO NORTHWEST CHRISTIAN CAMPS.

Situate in the County of Skagit, 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, over, under, through and upon the following portion of Owner's Property (hereinafter "Easement Area"):

That portion of the above-described property being a strip of land ten feet (10') in width having five feet (5') of such width on each side of the centerline of the electrical facilities as constructed, to be constructed, extended or relocated within the above described real property. The exterior boundaries of said easement being widened accordingly to provide Grantee 8 feet of easement area adjoining all sides of Grantee's ground mounted transformers, switch cabinets, and/or vaults.

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. 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

OWNER(S):

By: James A. Hordyk By: Mary A. Hordyk
James A. Hordyk Mary A. Hordyk

(INDIVIDUAL ACKNOWLEDGMENT)

State of Washington
County of Snohomish

I, a notary Public in and for the State of Washington, certify that I know or have satisfactory evidence that James Hordyk and Mary Hordyk are the persons who appeared before me and said persons acknowledged that they signed this instrument on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 12th day of May, 2022



Signature of Lisa D. Baker
Notary Public
Print Name: Lisa D. Baker
Residing at: Snohomish Cty

My appointment expires 10-29-22