


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 09, 2019

| | |
|--|---|
| AGENDA ITEM: | |
| PUD Easements for Joint Utility Trench (JUT) – 1 st Street Bypass Project | |
| PREPARED BY: | DIRECTOR APPROVAL: |
| Steven Miller |  |
| DEPARTMENT: | |
| Public Works (Engineering) | |
| ATTACHMENTS: | |
| Easements 1 and 2. Easement exhibits 1A and 2A. Joint Utility Trench (JUT) Layout exhibit. | |
| BUDGET CODE: 30500030.563000, R0901 | AMOUNT: \$0 |
| SUMMARY: | |
| <p>On July 9, 2018, Council approved an Interlocal Agreement with Snohomish County Public Utility District No. 1 (PUD) to design and construct a joint utility trench (JUT) to underground power and communication lines along 1st Street, in order to meet engineering standards for development of the new arterial roadway. PUD designed the trench to occupy right-of-way, beneath sidewalks along 1st Street, Alder Avenue, State Avenue, and Columbia Avenue. However, at some locations, the alignment of the JUT diverges from the right of way area to avoid conflicts with traffic control equipment, and large vaults required to access the JUT extend beyond the right of way into City owned property at several locations. Due to the necessity of PUD to operate and maintain facilities within the JUT on City owned property, easements are needed from the City to provide this access. The attached documents describe the areas and restrictions necessary to allow PUD access to operate and maintain JUT facilities on City owned property.</p> | |

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| RECOMMENDED ACTION: |
| Staff recommends that Council authorize the Mayor to execute the attached easements to allow PUD access to operate and maintain facilities within the Joint Utility Trench, along 1 st Street, and State, Alder and Columbia avenues. |

EASEMENT 1

EXHIBIT 1A

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

E-_____
WO#100026164 N# 10000064689

DISTRIBUTION EASEMENT

Grantor ("Owner"): The City of Marysville, a Washington municipal corporation
Grantee: Public Utility District No. 1 of Snohomish County
Short Legal Description: Ptn. NE ¼ NW ¼ Sec. 33, Twp. 30 N., Rge. 05 E., W.M.
Tax Parcel No: 00551100900300, 00551100900100, 00551100800100,
00551100700600, 00551100700100

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____ 2019, by and between The City of Marysville, a Washington municipal corporation ("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.

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

WHEREAS, the City and the District are installing a joint utility trench ("JUT") for the purpose of undergrounding power and communications utilities that are currently above ground in the vicinity of 1st Street between State Avenue and Alder Avenue.

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"):

Easement Area 1:

The North 15 feet of Parcels A and B parallel and adjacent to the southern boundary of 1st St.

Easement Area 2:

The North 30 feet of the East 20 feet of Parcel B.

Easement Area 3:

The East 15 feet of Parcel C.

Easement Area 4:

The North 30 Feet of the West 15 feet of Parcel D.

Easement Area 5:

An Easement Area 10 feet in width having 5 feet of such width on each side of a centerline described as follows: The centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the Northeast portion of Parcel E.

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 building or other structures that interfere with access and proper clearance to Grantee's equipment 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:

The City of Marysville, a Washington municipal corporation

By: _____

Its: _____

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and
acknowledged it as the _____ of The City of Marysville to be the free
and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 201__.

(Notary Stamp)

Signature of
Notary Public _____
Print Name: _____
Residing at: _____

My appointment expires _____

Exhibit "A"

PROPERTY LEGAL DESCRIPTION

PARCEL A

LOT 3, BLOCK 9, D.A. QUINN'S FIRST ADDITION TO MARYSVILLE, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS ON PAGE 69, RECORDS OF SNOHOMISH COUNTY.

PARCEL B

LOTS 1 AND 2, BLOCK 9, D.A. QUINN'S FIRST ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF PLATS, PAGE 69, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF LOT 1, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1,
THENCE NORTH 88°34'08" WEST ALONG THE NORTH LINE THEREOF FOR 39.00 FEET;
THENCE SOUTH 53°14'37" EAST FOR 32.48 FEET TO A POINT 12.50 FEET WEST OF THE EAST LINE OF SAID LOT 1 AND 18.78 FEET SOUTH OF THE NORTH LINE THEREOF;
THENCE SOUTH 01°27'15" WEST PARALLEL WITH AND 12.50 FEET WEST OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 103.00 FEET TO THE SOUTH LINE THEREOF;
THENCE SOUTH 88°34'08" EAST FOR 12.50 FEET TO THE SOUTHEAST CORNER OF LOT 1;
THENCE NORTH 01°27'15" EAST FOR 120.00 FEET TO THE POINT OF BEGINNING.**

PARCEL C

LOT 1 AND THE EAST 10 FEET OF LOT 2, BLOCK 8, D.A. QUINN'S FIRST ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 69, RECORDS OF SNOHOMISH COUNTY WASHINGTON.

PARCEL D

LOTS 6 AND 7, BLOCK 7, D.A. QUINN'S FIRST ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 69, AND CORRECTION OF D.A. QUINN'S FIRST ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL E

LOT 1 AND THE EAST 10 FEET OF LOT 2, BLOCK 7, D.A. QUINN'S FIRST ADDITION TO MARYSVILLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 69, AND CORRECTION OF D.A. QUINN'S FIRST ADDITION TO MARYSVILLE ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EASEMENT 2

EXHIBIT 2A

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

E-_____
WO#100026164 N# 10000064689

DISTRIBUTION EASEMENT

Grantor ("Owner"): The City of Marysville, a Washington municipal corporation
Grantee: Public Utility District No. 1 of Snohomish County
Short Legal Description: Ptn. NE ¼ NW ¼ Sec. 33, Twp. 30 N., Rge. 05 E., W.M.
Tax Parcel No: 30053300200100

THIS DISTRIBUTION EASEMENT ("Easement") is made this ____ day of _____ 2019, by and between The City of Marysville, a Washington municipal corporation ("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.

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

WHEREAS, the City and the District are installing a joint utility trench ("JUT") for the purpose of undergrounding power and communications utilities that are currently above ground in the vicinity of 1st Street between State Avenue and Alder Avenue.

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"):

An Easement Area in the northern portion of the Property being 10 feet in width having 5 feet of such width on each side of a centerline described as follows: The centerline of the electrical facilities as now constructed, to be constructed, extended or relocated lying within the above described 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 building or other structures that interfere with access and proper clearance to Grantee's equipment 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.

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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):

The City of Marysville, a Washington municipal corporation

By: _____

Its: _____

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington

County of _____

I certify that I know or have satisfactory evidence that _____
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and
acknowledged it as the _____ of The City of Marysville to be the free
and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 201__.

(Seal or Stamp)

Signature of
Notary Public _____
Print Name: _____
Residing at: _____

My appointment expires _____

Exhibit "A"
PROPERTY LEGAL DESCRIPTION

Parcel A:

A portion of Section 33, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

The West 150 feet of the North 100 feet of the following described tract:

Beginning at the Southwest corner of Block 8, D.A. Quinn's First Addition to Marysville, according to the Plat thereof recorded in Volume 1 of Plats, Page 69, records of Snohomish County, Washington;
thence East 410 feet;
thence South 212.5 feet;
thence West to the East line of State Road No. 1;
thence Northerly along the East line of said road to the Point of Beginning;

Except that portion conveyed to the State of Washington by deed recorded under Auditor's File No. 200906290096; and

Except all that portion of the Northeast quarter of the Northwest quarter of Section 33, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

The South 20 feet of the East 15 feet of the West 150 feet of the North 100 feet of the following described tract:

Beginning at the Southwest corner of Block 8, D.A. Quinn's First Addition to Marysville;
thence East 410 feet;
thence South 212.5 feet;
thence West to the East line of State Road No. 1;
thence Northerly along the East line of said road to the point of beginning.

Situate in the County of Snohomish, State of Washington.

Parcel B:

All that portion of the Northeast quarter of the Northwest quarter of Section 33, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of Block 7, D.A. Quinn's First Addition to Marysville according to the Plat thereof recorded in Volume 1 of Plats, Page 69, records of Snohomish County, Washington;
thence South along the Southerly extension of the East margin of Columbia Avenue a distance of 60 feet;
thence Southwesterly to a point 80 feet South of the South line of Block 8, D.A. Quinn's First Addition, and 275 feet West of the East right of way of said Columbia Avenue;
thence North 80 feet parallel to said East right of way, to the South line of said Block 8;
thence East along the South line of said Block 8 to the Point of Beginning, less the following described tract:

Beginning at the Southwest corner of Block 7, D.A. Quinn's First Addition to Marysville;
thence South 80 feet;
thence Northwesterly to a point 75 feet West of the Point of Beginning; thence East 75 feet to the Point of Beginning.

Situate in the County of Snohomish, State of Washington.

Parcel C:

Beginning at the Southwest corner of Block 7, D.A. Quinn's First Addition to Marysville according to the Plat thereof recorded in Volume 1 of Plats, Page 69, records of Snohomish County, Washington;
thence South 80 feet;
thence Northwesterly to a point 75 feet West of the Point of Beginning;
thence East 75 feet to Point of Beginning.

Situate in the County of Snohomish, State of Washington.

Parcel D:

Beginning at the Southwest corner of Block 7, D.A. Quinn's First Addition to Marysville according to the Plat thereof recorded in Volume 1 of Plats, Page 69, records of Snohomish County, Washington;
thence East 40 feet;
thence South 1142 feet more or less to the North line of tract previously sold to the Town of Marysville by contract, dated July 4, 1958, and filed August 5, 1958, in Volume 654 of Deeds, Page 227, records of Snohomish County, Washington;
thence West 40 feet;
thence North to the Point of Beginning.

Situate in the County of Snohomish, State of Washington.

Parcel E:

The North 60 feet of the following described property:

A portion of the Northeast quarter of Northwest quarter of Section 33, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of Lot 7, Block 7, D.A. Quinn's First Addition to the Town of Marysville according to the Plat thereof recorded in Volume 1 of Plats, Page 69, records of Snohomish County, Washington;
thence South 660 feet, more or less, to the South corner of said Northeast quarter of Northwest quarter;
thence East 481.4 feet to the Southeast corner of said Northeast quarter of Northwest quarter;
thence North along East line of said Northeast quarter of Northwest quarter to the South line of said Block 7 extending East;
thence West along said South line to the Point of Beginning,
except the West 40 feet conveyed to the City of Marysville.

Situate in the County of Snohomish, State of Washington.

Parcel F:

A portion of Northeast quarter of the Northwest quarter of Section 33, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of Lot 7, Block 7, D.A. Quinn's First Addition to the Town of Marysville according to the Plat thereof recorded in Volume 1 of Plats, Page 69, records of Snohomish County, Washington;
thence South 60 feet;
thence East 40 feet to the Point of Beginning;
thence continuing East 220 feet;
thence South 198 feet;
thence West 220 feet;
thence North to Point of Beginning.

Situate in the County of Snohomish, State of Washington.

Parcel G:

A portion of Northeast quarter of the Northwest quarter of Section 33, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of Lot 7, Block 7, D.A. Quinn's First Addition to the Town of Marysville, according to the Plat thereof recorded in Volume 6 of Plats, page 19, records of Snohomish County, Washington;

thence South 660 feet, more or less, to South line of said Northeast quarter of the Northwest quarter; thence East 481.4 to the Southeast corner of said Northeast quarter of the Northwest quarter;
thence North along East line of said Northeast quarter of the Northwest quarter to the South line of Said Block 7, extended East;
thence West along said South line to point of beginning;

except the West 40 feet conveyed to the City of Marysville;
except the North 60 feet conveyed to the City of Marysville;
except the following described tract:

Beginning at the Southwest corner of Lot 7, Block 7, D.A. Quinn's First Addition to Marysville, according to the Plat thereof recorded in Volume 6 of Plats, page 19, records of Snohomish County, Washington;
thence South 60 feet;
thence East 40 feet to the true point of beginning;
thence continue East 220 feet;
thence South 198 feet;
thence West 220 feet;
thence North to the Point of Beginning.

Situate in the County of Snohomish, State of Washington.

Parcel H:

The North 60 feet of the East 441.40 feet of the North 481.90 feet of Government Lot 2, Section 33, Township 30 North, Range 5 East of the Willamette Meridian.

Situate in the County of Snohomish, State of Washington.

Parcel I:

The East 441.40 feet of the North 481.90 feet of Government Lot 2, Section 33, Township 30 North, Range 5 East of the Willamette Meridian, records of Snohomish County, Washington;
Except the North 60 feet thereof.

Situate in the County of Snohomish, State of Washington.

Parcel J:

Beginning on the North line of Government Lot 2, Section 33, Township 30 North, Range 5 East of the Willamette Meridian 481.4 feet west of the Northeast corner of said Government Lot 2;
thence west along said North line 28.6 feet;
thence South 17°30' West 257 feet;
thence South 35°30' West to the Waters of Ebey Slough;
thence Southerly along Ebey Slough to the South boundary of said Government Lot 2;
thence East to the Southeast corner of said Lot 2;
thence North along the East line of said lot to a point 481.9 feet South of the Northeast corner;
thence West, parallel to the North line 481.4 feet;
thence North 481.9 feet to the Point of Beginning.

Except all that portion of the Northeast quarter of the Northwest quarter of Section 33, Township 30 North, Range 5 East of the Willamette Meridian, described as follows:

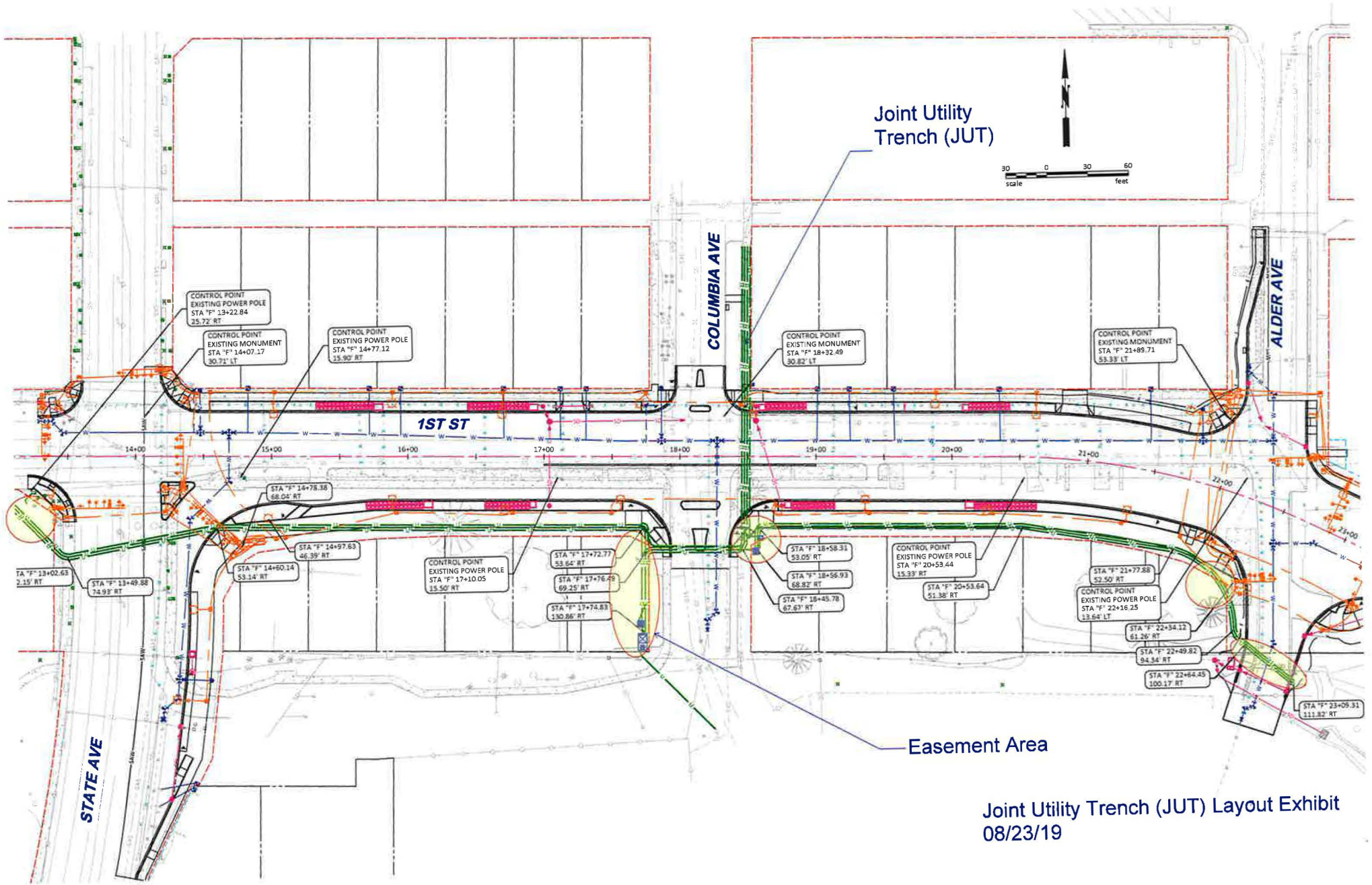
Commencing at the Southwest corner, Block 7, D.A. Quinn's First Addition to Marysville;
thence S 00°00'48" East along the Southerly extension of the East right of way of Columbia Street, a distance of 660 feet to the true point of beginning, said point being 25.78 feet South of the North line of Government Lot 2;
thence S 89°59'12" West a distance of 28.60 feet;

thence S 17°29'12" West a distance of 257.00 feet;
thence S 35°29'12" West a distance of 196.10 feet to Ebey's Slough;
thence Southerly along Ebey's Slough to a point which bears S 32°00'48" East a distance of 226.46 feet from aforesaid point;
thence N 50°46'47" East a distance of 100.58 feet;
thence N 2° 19'47" East a distance of 533.66 feet to the Point of Beginning.

Also, all that land, if any, lying between the above described tract and Parcels A, B, and C, recorded under Auditor's File No. 1735056, records of Snohomish County, Washington.

Also, any land lying adjacent to the above described tracts between the line of high water and the Government meander line, if any.

Situate in the County of Snohomish, State of Washington.



Joint Utility Trench (JUT) Layout Exhibit
08/23/19