

Return Address:

Seattle City Light

700 5th Ave Ste 3200

Seattle, WA 98104

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document **must** be filled in)

1. Easement Area Amendment Agreement 2. _____
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. King County, Washington, _____
2. _____, _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. Seattle City Light, a department of the City of Seattle
2. _____, _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

PTN of Section 29 Township 24 North Range 4 East

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number
assigned APN: 282404-9007

Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

EASEMENT AREA AMENDMENT AGREEMENT

THIS EASEMENT AREA AMENDMENT AGREEMENT is made this ___ day of _____, 2019 by and between King County ("County"), and Seattle City Light, a Department of the City of Seattle, ("SCL").

Recitals

- A. The County owns parcel 282404-9007 in King County, Washington, the relevant portion legally described on the attached Exhibit A ("County's Property").
- B. SCL operates a public power system for the City of Seattle.
- C. In 1958, the County granted a ten foot wide easement to SCL, to permit the construction, operation and maintenance of an electric transmission and distribution line, including the necessary towers and poles ("Easement"). The Easement was recorded under recording number 4982136, its legal description is attached to this Agreement as Exhibit B.
- D. SCL constructed a portion of the electric transmission and distribution line's towers and poles in the easement area described in Exhibit B. However, SCL constructed some towers and poles on the County's Property but outside the easement area described in Exhibit B.
- E. The Parties wish to provide amend the easement area to reflect the area where the existing SCL electric transmission and distribution line are actually located on the County's Property.

Agreement

Now, therefore, in consideration of the mutual terms and conditions contained in this Agreement, and for other valuable consideration, the legal sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Revised Easement Area.** Grantor hereby grants to SCL, a perpetual easement over, across and through the revised Easement Area, described on the attached Exhibit C, for the purposes set forth in the Easement, and subject to the terms set forth in the Easement. The legal description of the easement area attached as Exhibit C replaces and supersedes the legal description of the easement area in the Easement attached as Exhibit B.
2. **Exhibits.** All Exhibits attached to this Agreement shall be deemed incorporated by their references.
3. **Prior Terms.** This easement amendment agreement is intended to correct and amend the easement area recorded under no. 4982136. The prior easement is ratified and confirmed in all material respects except as modified by this amendment. If there is any conflict between that easement and this amendment, then the amendment shall control as to the subject matter of the amendment, and the prior easement shall control as to all other matters.

EASEMENT AREA AMENDMENT AGREEMENT

4. Entire Agreement. This Easement Area Amendment Agreement and all exhibits constitute the entire agreement between the parties concerning the terms and conditions of the Easement and other rights/obligations provided for herein. There are no oral or other written agreements, promises, conditions, representations or understandings of any kind made as conditions or inducements to the execution of this Agreement except a may be expressly provided in this Agreement.

GRANTOR: KING COUNTY

By: _____

Its: _____

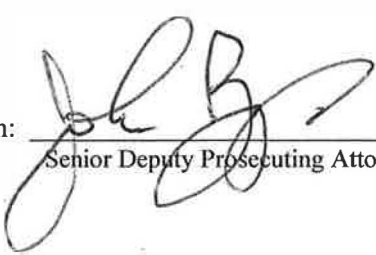
Printed Name: _____

GRANTEE: SEATTLE CITY LIGHT

By: _____

Its: _____

Printed Name: _____

Approved as to Form:  _____
Senior Deputy Prosecuting Attorney

NOTARY BLOCKS ON NEXT PAGE

