

**Attachment 1**

After Recording Return to:

Fikso Kretschmer Smith Dixon Ormseth PS  
2025 First Avenue, Suite 1130  
Seattle, WA 98121-2100  
Attn: Stacy Clark or Tina Lieu

Instruments affected: 407776, 461198  
Grantor: THE QUADRANT CORPORATION, SUCCESSOR TO M.C.  
CARLSON  
Grantee: THE CITY OF SEATTLE  
Abbreviated Legal Description: NW of SE 28-27-5  
Additional Legal Description is on Exhibit A of Document  
Assessor's Tax Parcel No.: 27052800410200

**AGREEMENT AND AMENDMENT OF EASEMENT  
(with partial release)**

**AGREEMENT AND AMENDMENT OF EASEMENT** (this "Amendment"), dated as of \_\_\_\_\_, 20\_\_, by and between THE CITY OF SEATTLE, a Washington municipal corporation ("City"), and THE QUADRANT CORPORATION, a Washington corporation ("Quadrant").

**RECITALS**

A. Quadrant is the owner of the real property commonly known as 22304 45<sup>th</sup> Ave. SE, Bothell, Snohomish County, Washington, and legally described on Exhibit A attached to this Amendment ("Quadrant Property").

B. The Quadrant Property is encumbered by an Easement dated May 25, 1927 in favor of the City and recorded in Snohomish County under no. 407776 ("Easement"), for the construction, operation, and maintenance of an electrical transmission system, together with the right to remove vegetation that might endanger the transmission system.

C. The Easement originally burdened the entire Quadrant Property but, by instrument recorded in Snohomish County under no. 9406030003, was released as to all but the west 50 feet of the Quadrant Property.

D. Quadrant and the City desire to amend the Easement to limit the purpose of the Easement to the City's right to trim or remove any vegetation or tree in the west 50 feet of the

Quadrant Property that, in the City’s sole opinion and discretion, could pose a hazard to the City’s electric transmission facilities to the west of the Quadrant Property.

## **AMENDMENT AND AGREEMENT**

The City and Quadrant agree to amend the Easement as follows:

1. **Rights of City under Easement.** The City retains the right to access and enter upon the west 50 feet of the Quadrant Property (“Easement Area”), and to trim or remove any vegetation or tree anywhere within the Easement Area that, in the sole opinion of the City, could pose a hazard to the City’s electric transmission lines located west of the Easement Area. The City retains the right to come upon the Easement Area from time to time to inspect trees anywhere within the Easement Area. The City’s ingress and egress to and from the Easement Area will be via the transmission corridor to the west of the Easement Area. The City may in its discretion remove from the Easement Area any vegetation trimmings resulting from its activities. The City’s entry upon and activities in the Easement Area will be accomplished in accordance with all applicable laws, and will be at the City’s sole risk and expense, and Quadrant and its successors will have no liability or responsibility for any loss, cost, liability, third-party claim or expense (including reasonable attorneys’ fees) whatsoever resulting from the City’s exercise of its rights under the Easement as amended.

2. **Release of Other Rights.** The City hereby releases all rights of the City to use or come upon the Quadrant Property under the Easement, except those rights of the City as provided in Section 1 above.

3. **Rights of Burdened Property Owners.** Quadrant and its successors as fee owners of the Easement Area shall not interfere with the City’s exercise of its rights under the Easement as amended hereby, but otherwise will continue to have all rights of ownership of the Easement Area.

4. **Release of Stanley Easement.** The west 50 feet of the Quadrant Property (together with other property) was subject to a separate Easement in favor of the City dated July 25, 1927 and recorded in Snohomish County under no. 461198 (“Stanley Easement”). By instruments recorded in King County, Washington under no. 8803100797 and Snohomish County under no. 8502130217, part or all of the Stanley Easement was purportedly released. For the purpose of clearing title, and for the convenience of future title examiners, the City confirms that the Stanley Easement has been fully extinguished and released from the Quadrant Property.

5. **Binding Effect.** The Easement as amended by this Agreement and Amendment of Easement is a covenant running with the land, appurtenant to the transmission corridor to the west of the Easement, burdening the Quadrant Property and inuring to the benefit of the City and its successors in perpetuity, so long as the corridor to the west of the Easement Area is used for electric transmission facilities, equipment, or other utility lines or facilities.

**EXECUTED** as of the date first written above and effective on the Effective Date.

CITY OF SEATTLE

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

THE QUADRANT CORPORATION

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

