

John Bresnahan  
SCL E & L Investments Easement ORD ATT 1  
October 10, 2014  
Version #1

Attachment 1

*When recorded, return to:*

SEATTLE CITY LIGHT  
Real Estate Services  
700 Fifth Avenue, SMT 3338  
P.O. Box 34023  
Seattle, WA 98124-4023

EASEMENT- (Electric)

Reference #: 250428-3-054

C/F #: 10040

Grantor: E & L Investments, LLC

Short Legal: Ptn. Lot 4, Blk. 14, Summit Addition, V.1, P. 109

Tax Parcel #: 808040-0180

THIS EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between E & L INVESTMENTS, LLC, a Washington limited liability company, hereinafter called the "Grantor"; and the CITY OF SEATTLE, a Washington municipal corporation, acting by and through its CITY LIGHT DEPARTMENT, hereinafter called the "Grantee"; WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Thousand Dollars and No Cents (\$10,000.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to the Grantee, its successors and assigns, a utility easement for all purposes necessary, convenient or incidental to the construction, operation and maintenance of Grantee's electric distribution system (the "Facilities"), including the addition, removal or replacement of same at Grantee's election, either in whole or in part with either like or different sized facilities, at Grantee's sole cost and expense. All such Facilities shall be located upon, over, under, across, and through the following described lands and premises ("Property") situated in the County of King, State of Washington:

**THE NORTH 41.5 FEET OF LOT 4, BLOCK 14, SUMMIT ADDITION TO THE CITY OF SEATTLE, PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 109, RECORDS OF KING COUNTY, WASHINGTON.**

Except as otherwise set forth herein, Grantee's rights shall be exercised upon that portion ("Easement Area") of the Property depicted in the drawing attached hereto as Exhibit 1 and described as follows:

**THE NORTH 3 FEET OF THE EAST 8 FEET OF THE ABOVE-DESCRIBED  
REAL PROPERTY.**

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from the Easement Area solely for the purposes set forth herein.

Also the right at all times to the Grantee, its successors and assigns, at Grantee's sole cost and expense, to cut and trim brush, trees or other plants standing or growing upon the Easement Area, which, in the opinion of Grantee, interfere with the maintenance or operation of, or constitute a menace or danger to, the Facilities.

The Grantor, its heirs, executors, administrators, successors and assigns, hereby covenants and agrees that no structure or fire hazards will be erected or permitted within the Easement Area and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of the Facilities.

Grantee covenants and agrees that it shall use reasonable efforts to ensure that egress and access to the Property is not obstructed by Grantee or its contractors or employees except in case of an emergency or customary maintenance.

Grantee covenants and agrees that any work performed by or caused to be performed by Grantee within the Easement Area shall be performed at Grantee's sole cost and expense, and in a careful, workmanlike manner, free of claims or liens.

Any new building, structure or development constructed by Grantor on the Property shall be eligible to receive service from the Facilities, subject to Grantee's rules for the Facilities then in place and to the extent that there is sufficient capacity for such service, as solely determined by Grantee's Engineering Department.

The City of Seattle, as Grantee, is to be responsible, as provided by law, for any damage to the Grantor or the Property through its negligent acts or omissions in the construction, maintenance and operation of its Facilities.

This Easement will be governed by Washington law and venue for any dispute hereunder will be in King County Superior Court. In the event of any breach or threatened breach of this Agreement by either party, the non-defaulting party shall have the right to sue for damages and/or for specific performance and/or to enjoin such breach or threatened breach. Failure to enforce this Easement, or a breach thereof, will not constitute a waiver of any future rights or claims of breach under this Easement.

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The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee or its successors and assigns shall permanently remove all of its Facilities from the Property or shall permanently abandon said Facilities, at which time all such rights, title, privileges and authority shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

**GRANTOR:**

E & L INVESTMENTS, LLC, a Washington limited liability company

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_ (title)

**GRANTEE:**

CITY OF SEATTLE, a Washington municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_ (title)



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COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared \_\_\_\_\_(print name), to me known to be the \_\_\_\_\_(title) of the CITY OF SEATTLE, a Washington municipal corporation, that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of the CITY OF SEATTLE for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ was authorized to execute said instrument on behalf of the CITY OF SEATTLE.

GIVEN under my hand and official seal hereto affixed the day and year in this certificate first above written.

(Notary seal)

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print name of Notary)

NOTARY PUBLIC in and for the State of  
Washington,

Residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

Exhibit 1

Depiction of Easement Area

