



201510220395 16 PGS  
10/22/2015 1:57pm \$88.00  
SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX  
REQUIRED**

**OCT 21 2015**

**KIRKE SIEVERS, Snohomish County Treasurer**

By **KIRKE SIEVERS**

After recording mail to:

**City of Everett  
Real Property Manager  
3200 Cedar Street  
Everett, WA 98201**

## COVER SHEET

**Document Title:** Easement

**Grantor:** Port of Everett

**Grantee:** City of Everett, a Municipal Corp. of the State of Washington

**Legal Description:** A PORTION\_ OF THE SE 1/4, NE 1/4 SEC 8; NE 1/4, SE 1/4 SEC 8; SE 1/4, SE 1/4 SEC.8; SW 1/4, SW 1/4, SEC 9; NW 1/4, SW 1/4 SEC 9; SW 1/4, SW 1/4 SEC 16; NW 1/4, SW 1/4, SEC 16; SW 1/4, NW 1/4 SEC 16; SE 1/4, NW 1/4, SEC 16; NW 1/4, NW 1/4, SEC 16; NE 1/2, NW 1/4, SEC 16; NE 1/4, NE 1/4, SEC 17; ALL IN T. 29 N, R.5 E., W.M.

;Complete Legal Attached on Exhibit A.

**Assessor's Property Tax Parcel/Account Number:**

**Portion of**

29050800402000, 29050800402100, 29050800402500, 29050800402600,  
29050800402700, 29050800402800, 29050900300800, 29050900300900, 29050900301000,  
29051600200100, 29051600200200, 29051600200500, 29051600200600, 00584800000400

After recording mail to:

City of Everett  
Real Property Manager  
3200 Cedar Street  
Everett, WA 98201

W.O. # UP3 414-4-650  
City of Everett/Tulalip Water Pipeline  
Temporary Construction Easement

Tax Account Number: see attached

ABBREVIATED LEGAL DESCRIPTION: see attached Exhibits A, & C



### TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (this "Agreement") is made this 17th day of September, 2015, by and among between the **Port of Everett**, a Washington port district (hereinafter referred to as "Grantor"), and the **City of Everett**, a municipal corporation under the laws of the State of Washington, (hereinafter referred to as "City") as Grantee, on behalf of itself and its successors and assigns.

Grantor is the owner of certain real property known as the Riverside Business Park, as more particularly described on Exhibit "A" attached hereto (hereafter referred to as the "Property"), and is executing this Agreement on behalf of itself and its successors and assigns.

By separate Easement Agreement, the Grantor has granted to the City a permanent waterline easement commonly referred to as the Tulalip Water Pipeline. In order to install the waterline and utilize the granted easement area, it will be necessary for the City to have temporary construction easements over certain portions of the Port's property. For these reasons, the Port has agreed to grant this Agreement to the City.

In consideration of mutual benefits to be derived and in consideration of and subject to the performance of the covenants, terms and conditions hereinafter set forth, Grantor hereby conveys and warrants to the City, subject to the terms and conditions contained herein, and during the period of initial installation and construction of a water transmission pipeline under

the terms and provisions of the Tulalip Water Pipeline Easement, as follows. The City shall have a non-exclusive temporary construction easement in gross across, along, in and under the following-described property, as particularly described on Exhibit "C" hereto, which strips of land being referred to hereafter as the "Temporary Construction Easement," the approximate location of which strips of land are depicted on Exhibit "B" hereto. This Temporary Construction Easement automatically shall terminate upon final completion of installation of an underground water transmission pipeline within the Tulalip Water Pipeline Easement.

The City may allow use of the Temporary Construction Easement by the City's invitees (with such invitees including, for example, the City's employees, suppliers, contractors and subcontractors and the Tulalip Tribes' employees, suppliers, contractors and subcontractors) upon the terms hereof and for the permitted purposes set forth herein.

The City's rights with respect to the Temporary Construction Easement are subject to and conditioned upon the following terms, which both Grantor and City hereby promise to faithfully and fully observe and perform:

1. In exercising the rights granted in this Agreement for the Temporary Construction Easement, vehicular access along the Temporary Construction Easement shall be reasonably maintained during construction, maintenance and/or repair activities. Without limiting the generality of the foregoing, except as otherwise set forth herein, at a minimum, one traffic lane on the roadways within the Temporary Construction Easement, with a minimum width of 12 feet, shall be available for ingress and egress at all times each day during the hours from 5:00 a.m. to 8:00 p.m. during all construction, maintenance and repair activities. Ingress and egress may be blocked by the City during the hours from 8:00 p.m. to 5:00 a.m. to facilitate construction, not to exceed a period of three (3) consecutive days and shall not exceed a total overall period of seven (7) days; provided, however, the City and/or the contractor undertaking construction, maintenance and/or repair activities coordinates with the Grantor to provide notification of the access limitations.

Except in the event of a *bona fide* emergency condition occurring, each day during any construction, maintenance or repair activities undertaken pursuant to this Agreement, ingress and egress along the areas described in the Temporary Construction Easement during the hours from 5:00 a.m. to 8:00 p.m. shall not be delayed for an average period of time greater than five (5) minutes and, further, ingress and egress each day during the hours from 5:00 a.m. to 8:00 p.m. shall not be delayed for any single period of time greater than 15 minutes. If ingress or egress during the hours from 5:00 a.m. to 8:00 p.m. is delayed for an average period of time greater than five (5) minutes or if ingress or egress during the hours from 5:00 a.m. to 8:00 p.m. is delayed for any single period of time greater than 15 minutes, then construction, maintenance and/or repair activities conducted pursuant to this Agreement will occur at night between the hours of 8:00 p.m. and 5:00 a.m. at the discretion of the Grantor. Determining the delay for any single period of time shall be accomplished by measuring the time of delays occurring during a work day and evaluating the length of individual delay time periods.

Determining average period of time for delays shall be accomplished by measuring the time of delays occurring during a work day and preparing a mathematical average time period.

The City shall include the foregoing management requirements with respect to the Temporary Construction Easement in the bid specifications and all contracts for any construction, maintenance or repair work to be performed in the exercise of its rights under this Agreement with respect to the Temporary Construction Easement.

In connection with its installation of improvements within the Temporary Construction Easement and its exercise of its other rights under this Agreement, the City will take reasonable steps to avoid material interference with the Port's operations on the Property. The City shall complete its initial construction and installation of the underground water transmission pipeline in the Tulalip Water Pipeline Easement within sixty (60) weeks following the City's commencement of such field construction.

2. Grantor shall at all times conduct their activities and any other activities on the Property so as not to interfere with, obstruct or endanger the usefulness of any improvements, or other facilities, now or hereafter maintained upon the Temporary Construction Easement, or in any way interfere with, obstruct or endanger the City's use of the Temporary Construction Easement.

3. Prior to any construction, work or any other activity by Grantor involving any improvement of the Temporary Construction Easement, notification and plans for the same shall be submitted in writing to the City by Grantor, as the case may be. No such construction, work or activity by Grantor shall be commenced unless the Grantor can demonstrate to the satisfaction of the City Engineer that such construction, work or activity does not and will not unduly interfere with the City's rights with respect to the Easement and has obtained the City Engineer's prior written approval, which approval shall not be unreasonably withheld, delayed, or conditioned. PROVIDED, HOWEVER, any changes or revisions in any approved plans shall also be subject to the City Engineer's prior approval, which approval shall not be unreasonably withheld, delayed, or conditioned. The City's review of any such plans shall not be deemed to impose any duty or obligation on the City to determine the adequacy or sufficiency of Grantor's plans and designs nor whether Grantor's construction, work or activity is in conformance with other applicable plans, codes and regulations. Further, agreement by the City to such construction, work or activity shall not in any manner be considered as imposing any obligation, duty or liability upon the City as to the safety or propriety of such construction, work or activity.

4. Grantor hereby authorizes City to cut, trim and remove any and all brush, trees, other vegetation or debris upon the Temporary Construction Easement and the right of access for such purposes when needed for work on the City's installed water transmission pipeline. To the extent that the City identifies brush, trees or other vegetation and debris within the Temporary Construction Easement that, in the City's reasonable judgment, constitutes a hazard to the Temporary Construction Easement and the right of access for such purposes, the

City shall notify the Grantor and request that Grantor remove the hazard or authorize the City to do so. If Grantor unreasonably fails to remove the hazard in a timely manner, Grantor further agrees to pay the City for any and all costs incurred by the City in removing the hazard. This right is in addition to any other right the City may have at law or in equity. In the event of a disagreement as to the existence of a hazard or as to what method may be used to remove the hazard, the parties shall resolve the disagreement pursuant to the dispute resolution provisions set forth below. Nothing in this Section shall require Grantor to pay for the costs of removing existing subsurface conditions at the time of any construction, maintenance or repair activities; provided, however, this provision shall not affect any responsibility Grantor may have under applicable contractual or statutory environmental provisions or laws or under Section 6 of this Agreement.

5. In the event Grantor places any improvements within the Temporary Construction Easement area without first having obtained the written approval of the City Engineer as required by the foregoing Paragraph 3, the Grantor shall cease all such activity and remove any and all improvements placed therein without the written agreement of the City Engineer. Notwithstanding anything to the contrary in this Agreement, the placement or storage of portable solid waste shipping containers within the Temporary Construction Easement shall not be considered or treated as an "improvement" as long as the placement of such containers within the Temporary Construction Easement does not unreasonably interfere with the City's construction, maintenance and/or repair activities. If there is a need temporarily to remove portable solid waste shipping containers in order to accommodate construction, maintenance and/or repair activities by the City in the Temporary Construction Easement, the City shall give Grantor reasonable advance notice of the need for such temporary removal, and Grantor shall remove such containers from the Temporary Construction Easement in a timely manner for the period necessary to accommodate such construction, maintenance or repair activities. In the event Grantor fails to obtain prior approval or cause such a temporary removal of portable solid waste containers in a timely manner, Grantor hereby authorizes the City to remove such containers and to relocate them elsewhere on the Property, and Grantor agrees to hold the City, its officers, employees and agents harmless from damage caused to such containers arising out of or related to any such removal and relocation on the Property. Grantor shall pay the City for any and all costs incurred by the City in effectuation such a removal and relocation of any such containers. This right is in addition to any other right the City may have at law or in equity.

6. A. Subject to Section 6.B below, Grantor releases, indemnifies and promises to defend and save harmless the City, its officers, employees and agents from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Grantor's use or activity within the above-described Easement during the term of this Agreement. Subject to Section 6.B below, the City does release, indemnify and promise to defend and save harmless the Grantor, its respective officers, employees, agents, successors, assigns and any future lessees or sublessees of the Property from and against any and all liability, loss, damage,

expense, actions and claims, including costs and reasonable attorney's fees incurred by the Grantor, or any of its respective officers, employees, agents, successors, assigns and future lessees or sublessees of the Property in defense thereof, asserting or arising directly or indirectly on account of or out of the City's exercise of rights pursuant to this Agreement during the term of this Agreement. This paragraph does not purport to indemnify the City or the Grantor against liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the sole negligence of, respectively, the City, or the Grantor, or their respective officers, employees, agents successors, assigns or future lessees or sublessees of the property across which the Temporary Construction Easement extends; provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Grantor, its officers, agents, successors, assigns or future lessees, its officers, employees, agents, assigns or sublessees, and/or (b) the City, its officers, employees or agents, the parties' respective responsibilities shall be allocated by their respective degrees of fault. The Grantor, and the City specifically and expressly waives any immunity under Industrial Insurance, Title 51 RCW (but solely to the extent necessary to give effect to this agreement), and acknowledges that this waiver has been mutually negotiated by the parties. All of the foregoing provisions of this Section 6 shall survive and be enforceable after the termination of this Agreement.

B. The indemnification, defense, and hold harmless obligations under Section 6.A above are not applicable to any liability, loss, damage, expense, actions or claims arising from or relating to any release, discharge or placement of any Hazardous Substance. Grantor and City's obligations regarding Hazardous Substances are as set forth in that certain unrecorded Hazardous Substance Indemnification Agreement entered into by and between the Grantor and the City contemporaneously herewith. As used hereunder, the term "Hazardous Substance" shall mean (i) any substance subject to regulation under the Washington Hazardous Waste Management Act (chapter 70.105 RCW) as amended from time to time and regulations promulgated thereunder; (ii) any "hazardous substance" under the Washington Model Toxics Control Act (chapter 70.105D RCW) as amended from time to time and regulations promulgated thereunder; (iii) any "hazardous substance" or "hazardous waste" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC §§ 9602 et seq.) as amended from time to time and regulations promulgated thereunder; (iv) any asbestos; (v) polychlorinated biphenyls; (vi) underground storage tanks, whether empty, filled or partially filled with any substance; (vii) any solid waste or solid waste decomposition products (not part of or resulting from the intermodal transfer facility operations); (viii) any substance the presence of which is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (ix) other substances deemed hazardous, toxic, a pollutant, or contaminant, which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.

7. The Grantor also covenants to the City that Grantor is lawfully seized of the land on which the Easement is located; has a good and lawful right and power to grant to the City

the rights with respect to the Temporary Construction Easement provided for by this Agreement; that the Temporary Construction Easement is not subject to any liens or encumbrances inconsistent with this Agreement; and that Grantor will forever warrant and defend the title to the Temporary Construction Easement and the quiet use of the City thereof in accordance with this Agreement against the lawful claims and demands of all other persons whomsoever.

8. The rights and obligations of the Grantor and City shall inure to the benefit of and be binding upon their respective heirs, successors and assigns.

9. In the event that a dispute under this Agreement arises between the parties, each party to the dispute agrees to work diligently and expeditiously to resolve that dispute. If a dispute arises, at the request of one party, each of the parties to the dispute shall meet, within three (3) days to discuss the substance of the issue(s) in dispute. In the event that the parties are unsuccessful in resolving the dispute(s) at the initial meeting, within three (3) days thereafter, the Grantor's Director of Engineering, or his designee, and/or the City's Director of Public Works, or his designee, as the case may be, shall meet to discuss the substance of the issue(s) in dispute. If the parties to the dispute are unsuccessful in resolving the disputed issue(s) at this subsequent meeting, the parties to the dispute agree to engage the services of a mediator who is mutually acceptable and participate in mediation within twenty (20) days of the subsequent meeting or as soon thereafter as the mediator may be available or at such later date as the parties to the dispute may agree. In the event that mediation fails to resolve the issue(s) in dispute, each party to the dispute shall be free to seek such other recourse as may be available.

10. The terms and conditions of this Agreement are intended to run with the land.

Executed as of the date hereinabove set forth.

**GRANTOR:**

PORT OF EVERETT, a Washington port district



By: Les Reardanz

Its: CEO/Executive Director

Approved as to form:  
  
Port Attorney

**GRANTEE:**

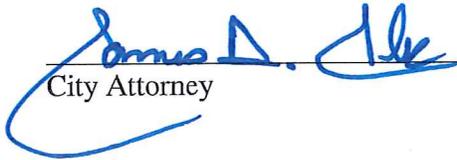
CITY OF EVERETT, a municipal corporation

  
By: RAY STEPHENSON  
Title: MAYOR

Attest:

  
City Clerk - Deputy

Approved as to form:

  
City Attorney

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON     )  
  )ss.  
COUNTY OF SNOHOMISH    )

I certify that I know or have satisfactory evidence that Les Reardanz signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the CEO/Executive Director of the Port of Everett, a Washington port district, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

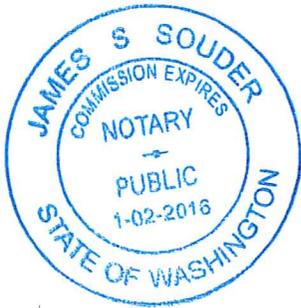


Dated: 9-10-15  
Signature of \_\_\_\_\_  
Notary Public: Susan C. Brokaw  
Notary (print name) Susan C. Brokaw  
Residing at Everett  
My appointment expires: 1-29-2018

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON        )  
  )ss.  
COUNTY OF SNOHOMISH    )

I certify that I know or have satisfactory evidence that Ray Stephanson signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Everett, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 9-17-2015  
Signature of Notary Public: James S Souder  
Notary (print name) JAMES S SOUDER  
Residing at MARYSVILLE  
My appointment expires: 1-02-2016

**EXHIBIT A**

Riverside Business Park  
Port of Everett  
Legal Description

Lots 1 through 10 and Tracts "A" through "C" of Amended Boundary Line Adjustment City of Everett File No. BLA 10-003 as recorded under Auditors file Number 201207265001, records of Snohomish County, Washington.

TOGETHER WITH:

Parcel "B" of Boundary Line Adjustment, City of Everett File No. BLA 08-002 as recorded under Auditors file Number 200810165002, records of Snohomish County, Washington.



*May 5, 2014*

**Red Middleton**

128 134<sup>th</sup> St. SW  
Everett, WA 98204  
425/741-3800

**EXHIBIT C**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**

A TEMPORARY CONSTRUCTION EASEMENT OVER AND ACROSS A PORTION OF LOTS 4 THROUGH 7, LOT 9, ACCESS TRACTS A, B, AND C, AND POND TRACT D, OF PORT OF EVERETT BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201010135001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AS REVISED BY AFFIDAVIT OF CORRECTION RECORDED UNDER SNOHOMISH COUNTY RECORDING NUMBER 201201310149, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

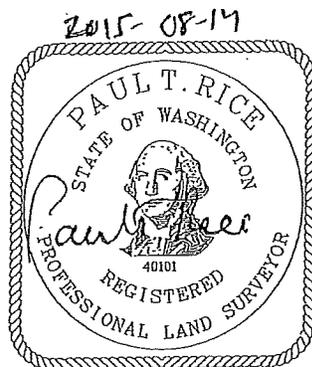
SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 9 OF PORT OF EVERETT BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201010135001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AS REVISED BY AFFIDAVIT OF CORRECTION RECORDED UNDER SNOHOMISH COUNTY RECORDING NUMBER 201201310149;

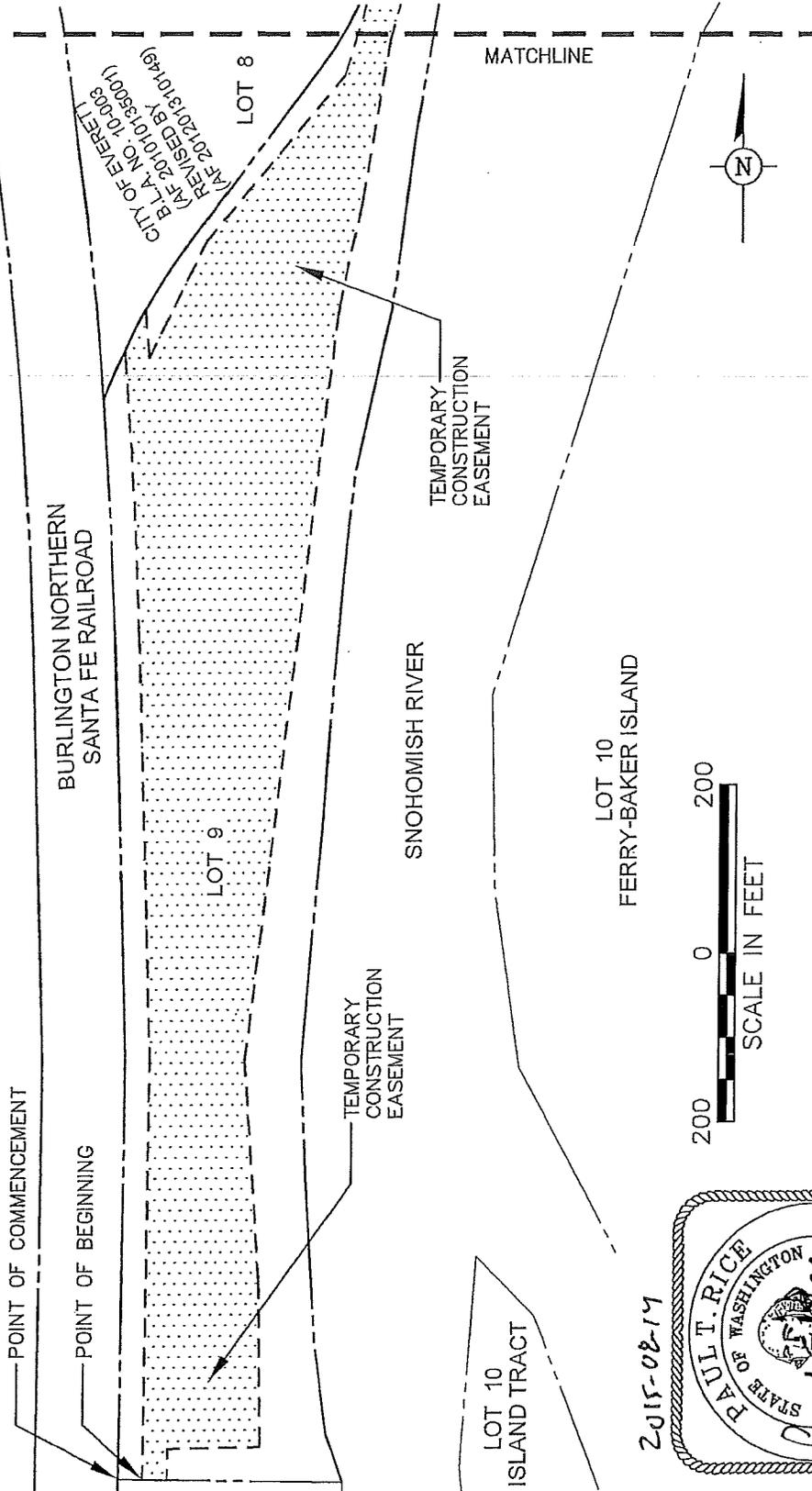
THENCE SOUTH 88°46'55" EAST, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 9, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 00°30'16" EAST, 500.96 FEET;  
THENCE NORTH 01°42'21" WEST, 493.81 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5859.65 FEET;  
THENCE NORTHWESTERLY, ALONG SAID CURVE, AN ARC LENGTH OF 348.00 FEET THROUGH A CENTRAL ANGLE OF 03°24'10" TO POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 9, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 755.49 FEET AND TO WHICH BEGINNING A LINE FROM THE RADIUS POINT BEARS NORTH 64°01'16" WEST;  
THENCE NORTHEASTERLY, ALONG SAID CURVE AND SAID NORTHERLY BOUNDARY, AN ARC LENGTH OF 54.54 FEET THROUGH A CENTRAL ANGLE OF 04°08'11", TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5889.65 FEET, AND TO WHICH BEGINNING A LINE FROM THE RADIUS POINT BEARS NORTH 84°26'50" EAST;  
THENCE LEAVING SAID NORTHERLY BOUNDARY, SOUTHEASTERLY, ALONG SAID CURVE, AN ARC LENGTH OF 56.83 FEET THROUGH A CENTRAL ANGLE OF 00°33'10";  
THENCE NORTH 26°37'46" EAST, 155.07 FEET;  
THENCE NORTH 40°52'48" EAST, 258.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2380.00 FEET AND TO WHICH BEGINNING A LINE FROM THE RADIUS POINT BEARS SOUTH 71°52'18" EAST;  
THENCE NORTHEASTERLY ALONG SAID CURVE, AN ARC LENGTH OF 304.27 FEET THROUGH A CENTRAL ANGLE OF 07°19'30";  
THENCE NORTH 14°57'51" WEST, 108.56 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 7;  
THENCE CONTINUING NORTH 14°57'51" WEST, ALONG SAID WESTERLY BOUNDARY AND ITS NORTHERLY EXTENSION THEREOF, 1131.84 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET;  
THENCE NORTHWESTERLY, ALONG SAID CURVE, AN ARC LENGTH OF 23.64 FEET THROUGH A CENTRAL ANGLE OF 90°16'52";  
THENCE SOUTH 74°45'16" WEST, 355.60 FEET;  
THENCE SOUTH 15°02'09" EAST, 13.65 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID ACCESS TRACT "C";  
THENCE SOUTH 75°08'01" WEST, ALONG SAID SOUTHERLY BOUNDARY, 15.00 FEET;  
THENCE LEAVING SAID SOUTHERLY BOUNDARY, NORTH 15°02'09" WEST, 65.00 FEET TO A POINT ON AN EASTERLY BOUNDARY OF SAID ACCESS TRACT "C";  
THENCE CONTINUING NORTH 15°02'09" WEST, ALONG SAID EASTERLY BOUNDARY, 1436.61 FEET TO THE NORTHEAST CORNER OF SAID ACCESS TRACT "C";

THENCE LEAVING SAID EASTERLY BOUNDARY, NORTH 16°53'39" WEST, 202.82 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID POND TRACT "D";  
THENCE NORTH 15°02'09" WEST, ALONG SAID WESTERLY BOUNDARY, AND A WESTERLY BOUNDARY OF ACCESS TRACT "B", A DISTANCE OF 210.69 FEET TO THE NORTHWEST CORNER OF SAID ACCESS TRACT "B";  
THENCE NORTH 79°34'30" EAST, ALONG A NORTHERLY BOUNDARY OF SAID ACCESS TRACT "B", 15.05 FEET;  
THENCE LEAVING SAID NORTHERLY BOUNDARY, SOUTH 15°02'09" EAST, 209.23 FEET;  
THENCE SOUTH 16°53'39" EAST, 202.82 FEET;  
THENCE SOUTH 15°02'09" EAST, 1463.25 FEET;  
THENCE NORTH 74°45'16" EAST, 400.71 FEET;  
THENCE SOUTH 14°57'51" EAST, 1216.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2380.00 FEET AND TO WHICH BEGINNING A LINE FROM THE RADIUS POINT BEARS SOUTH 80°54'41" EAST;  
THENCE NORTHEASTERLY, ALONG SAID CURVE, AN ARC LENGTH OF 142.93 FEET THROUGH A CENTRAL ANGLE OF 03°26'27";  
THENCE SOUTH 84°21'08" EAST, 40.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2420.00 FEET AND TO WHICH BEGINNING A LINE FROM THE RADIUS POINT BEARS SOUTH 84°21'08" EAST;  
THENCE SOUTHWESTERLY, ALONG SAID CURVE, AN ARC LENGTH OF 468.22 FEET THROUGH A CENTRAL ANGLE OF 11°05'08";  
THENCE SOUTH 09°52'15" WEST, 195.86 FEET;  
THENCE SOUTH 12°26'03" WEST, 136.87 FEET;  
THENCE SOUTH 07°05'25" WEST, 894.22 FEET;  
THENCE SOUTH 04°06'04" EAST, 260.69 FEET;  
THENCE SOUTH 00°59'38" EAST, 200.00 FEET;  
THENCE SOUTH 89°10'01" WEST, 112.88 FEET;  
THENCE SOUTH 00°30'16" WEST, 36.52 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT 9;  
THENCE NORTH 88°46'55" WEST, ALONG SAID SOUTHERLY BOUNDARY, 30.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT PORTION CONTAINS 362,555 SQUARE FEET, OR 8.3231 ACRES OF LAND, MORE OR LESS.



TEMPORARY CONSTRUCTION EASEMENT, SHEET 1 - 1"=200'



PROJECT 12995.02  
DATE 08/14/2015  
DRAWN BY: PIR

TEMPORARY CONSTRUCTION  
EASEMENT  
TULALIP WATER PIPELINE

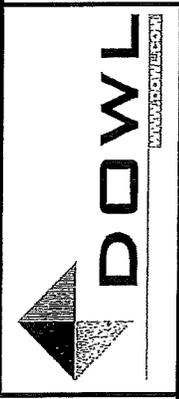
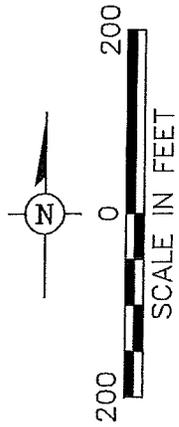


EXHIBIT B  
SHEET 1 OF 3



TEMPORARY CONSTRUCTION EASEMENT, SHEET 2 - 1"=200'



BURLINGTON NORTHERN  
SANTA FE RAILROAD

LOT 6

MATCHLINE

15'

ACCESS TRACT "C"

25'

30'

TEMPORARY  
CONSTRUCTION  
EASEMENT

TEMPORARY  
CONSTRUCTION  
EASEMENT

LOT 8

LOT 7

40'

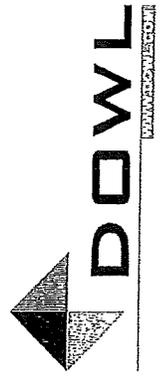
LOT 10

MATCHLINE

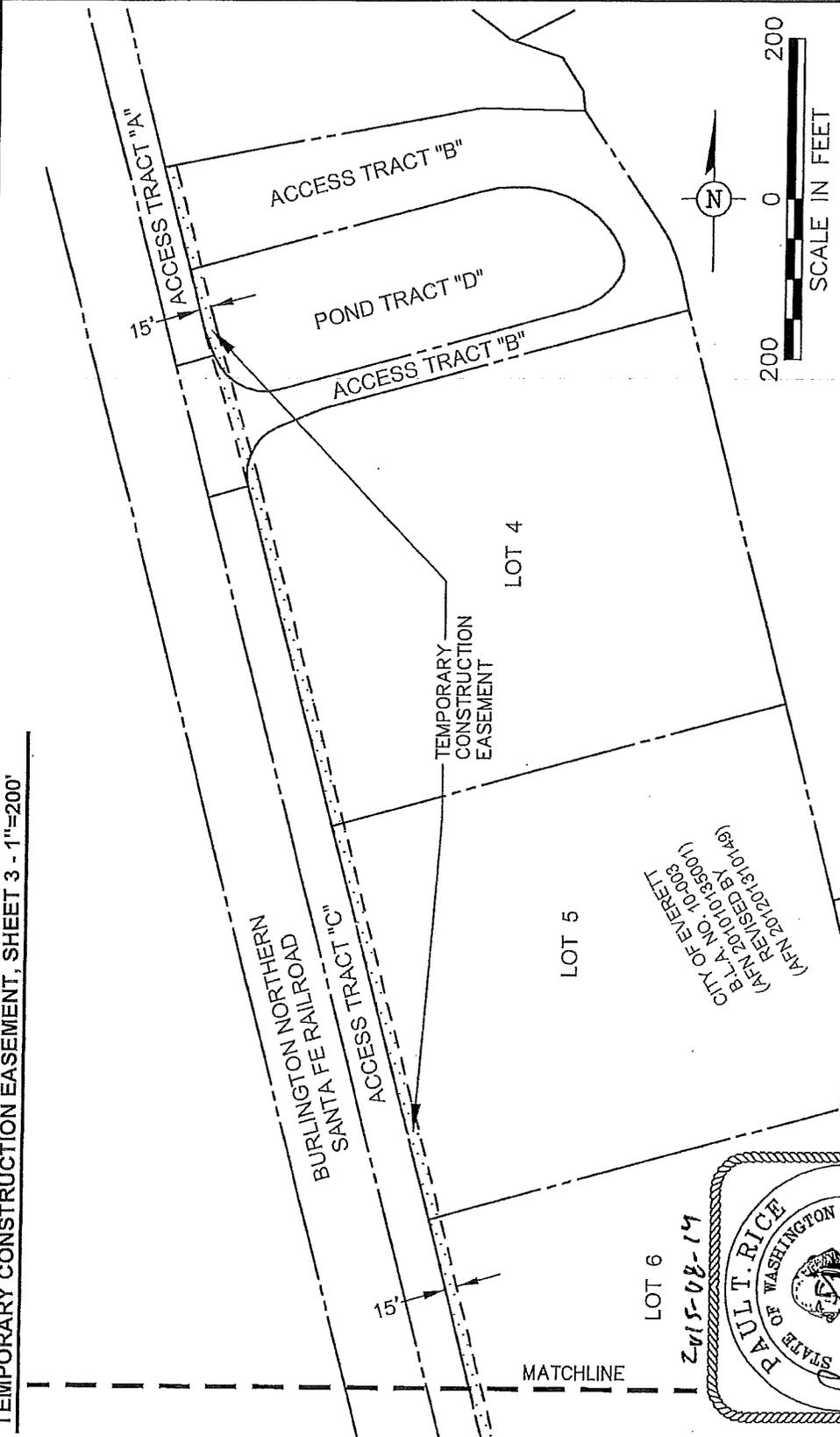
CITY OF EVERETT  
REVISED BY  
B.L.A. NO. 10008  
(AFN 201010183007)  
(AFN 20121010149)

|              |            |
|--------------|------------|
| PROJECT      | 12995.02   |
| DATE         | 08/14/2015 |
| DRAWN BY:    | PTB        |
| EXHIBIT B    |            |
| SHEET 2 OF 3 |            |

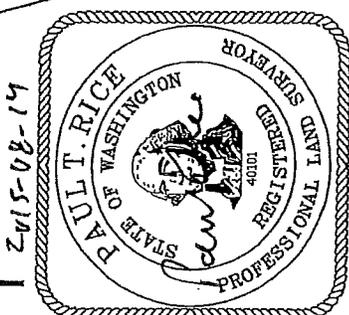
TEMPORARY CONSTRUCTION  
EASEMENT  
TULALIP WATER PIPELINE



TEMPORARY CONSTRUCTION EASEMENT, SHEET 3 - 1"=200'



CITY OF EVERETT  
 (REVISED BY: 01/13/08)  
 (B.L.A. NO. 10-008)  
 (AFN 2012/01/31-10149)



|           |            |
|-----------|------------|
| PROJECT   | 12995.02   |
| DATE      | 08/14/2015 |
| DRAWN BY: | PTB        |

TEMPORARY CONSTRUCTION  
 EASEMENT  
 TULALIP WATER PIPELINE

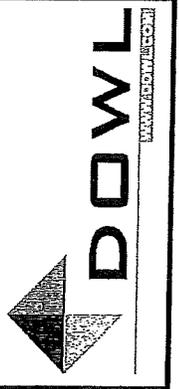


EXHIBIT B  
 SHEET 3 OF 3

# 9 easement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Tulalip Water Pipeline \_\_\_\_\_ Briefing  
 Temporary Construction \_\_\_\_\_ Proposed Action  
 Easement from Port of Everett X \_\_\_\_\_ Consent  
 \_\_\_\_\_ Action  
 \_\_\_\_\_ First Reading  
 \_\_\_\_\_ Second Reading  
 \_\_\_\_\_ Third Reading  
 \_\_\_\_\_ Public Hearing  
 \_\_\_\_\_ Budget Advisory

COUNCIL BILL # \_\_\_\_\_  
 Originating Department Public Works  
 Contact Person Jim Miller  
 Phone Number 425-257-8880  
 FOR AGENDA OF September 16, 2015

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA db  
 Council President ds

Location Riverside Business Park      Preceding Action Previous Easement 6/14      Attachments Temporary Construction Easement      Department(s) Approval Public Works, Legal

|                      |     |                    |
|----------------------|-----|--------------------|
| Amount Budgeted      | -0- |                    |
| Expenditure Required | -0- | Account Number(s): |
| Budget Remaining     | -0- |                    |
| Additional Required  | -0- |                    |

DETAILED SUMMARY STATEMENT:

In June, 2014, the City received from the Port of Everett a Temporary Construction Easement for the installation of Segment 2 of the Tulalip Water Pipeline through the Port's Riverside Business Park. During design, it was determined that this easement should be expanded in order to reduce the costs of constructing the pipeline.

The Port has agreed to expand the area of the former easement and has sent it to the City for acceptance.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Tulalip Water Pipeline Temporary Construction Easement from the Port of Everett for the installation of pipeline through the Riverside Business Park.

Council approved  
9/16/15 J.P.