

After recording return to:

Kittitas County Public Works Department
411 N Ruby St, Ste 1
Ellensburg WA 98926,

and

City of Ellensburg
Energy Service Department
501 N Anderson St
Ellensburg, WA 98926

06/23/2014 02:42:15 PM
\$75.00
Easement K CO DPW
Kittitas County Auditor
201406230047
Page: 1 of 4



REVIEWED BY: Amy Gadden
DEPUTY, KITTITAS COUNTY TREASURER
DATE: 6/23/14
STANDS BEFORE ME, Candice Leader
REPRESENTING Public Works
STATING THAT NO CONSIDERATION
IS BEING PAID.

DOCUMENT TITLE: NON-EXCLUSIVE UTILITY EASEMENT

GRANTOR: KITTITAS COUNTY, a subdivision of the State of Washington

GRANTEE: City of Ellensburg, a Washington municipal corporation.

LEGAL DESCRIPTION <Easement Area>: The non-exclusive utility easement shall be located on eight (8) lots, which lots are located in the Northwest Quarter of Section 25, Township 18 North, Range 18 East, W.M., being a part of the Kittitas County Airport Amended Binding Site Plan, recorded June 28, 2010, in Book 11 of Plats, Pages 249 – 255, under Auditor’s File Number 201006280055, records of Kittitas County, State of Washington. The respective easement areas on the eight (8) lots, which lots are as described in the above Kittitas County Airport Amended Binding Site Plan shall be as listed in the Section I. UTILITY EASEMENT 1.1 Location. on page 2 of this easement document.

NON-EXCLUSIVE UTILITY EASEMENT

THIS NON-EXCLUSIVE UTILITY EASEMENT (hereinafter referred to as the “Utility Easement” or "Easement") is made, declared and established this 17 day of June, 2014, by and between KITTITAS COUNTY, a subdivision of the State of Washington , Grantor, and the CITY OF ELLENSBURG, a Washington municipal corporation, Grantee (collectively referred to as the "Declarants").

WHEREAS, the Grantor owns the real property situated in Kittitas County, State of Washington, which is legally described above; and

WHEREAS, the Declarants mutually desire to establish a certain non-exclusive, perpetual easement for utility purposes;

NOW, THEREFORE, for and in consideration of the benefits contained and derived hereunder, and for other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor, for and on behalf of itself and its successors in interest and assigns, does hereby convey, grant, declare, reserve and establish the following easement for the benefit of Grantee:

1. UTILITY EASEMENT

1.1 Location. The Grantor hereby grants, declares, reserves and establishes a non-exclusive, perpetual, utility easement over, across, and under eight (8) lots, the location of which lots are as described above in the LEGAL DESCRIPTION <Easement Area> and which easement areas are as listed in the following table:

Easement Area	Lot	Parcel No.	Map No.
West ten (10) feet	C-5	955726	18-18-25068-0005
East twenty (20) feet of the North ten (10) feet	C-7	955278	18-18-25068-0007
East twenty (20) feet of the North ten (10) feet	C-8	955279	18-18-25068-0008
East ten (10) feet of the South ten (10) feet	C-9	955280	18-18-25068-0009
East ten (10) feet of the North ten (10) feet	C-10	955281	18-18-25068-0010
East ten (10) feet of the North twenty (20) feet	C-22	955293	18-18-25068-0022
East twenty (20) feet of the South ten (10) feet	C-23	955294	18-18-25068-0023
West twenty (20) feet of the South ten (10) feet	C-27	955298	18-18-25068-0027

1.2 Use. The Declarants acknowledge and agree the Utility Easement exists for the benefit of Grantee's various public utilities and burdens Grantor's property. The Utility Easement is to be used by the Grantee, and its successors and assigns, for the purposes of locating, constructing, operating, repairing, maintaining, improving, removing and enlarging utility systems, including but not limited to electric, communications and light utility systems, and any and all associated facilities or appurtenances necessary or convenient to the foregoing. Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access over and across the above-described parcel to enable Grantee to exercise its rights hereunder.

This agreement is subject to all provisions stipulated within the existing Public Utility Franchise between the GRANTOR and GRANTEE, Auditors recording number 20130422003, and all subsequent Franchise Agreements.

1.3 Maintenance of the Surface of the Utility Easement. If and when the Grantee maintains, repairs, or improves the Utility Easement or the utilities within the Utility Easement for any reason, the Grantee, at the conclusion of said maintenance, repair, or improvement of said access or utilities located on the Utility Easement shall have the obligation of returning any unused surface area of the easement to the condition it was in prior to the maintenance, repair, or improvement which resulted in a disturbance of the surface. The cost of returning the surface to its prior condition shall be the sole and separate responsibility and obligation of the Grantee.

1.4 Clearing and maintenance. Grantee shall have the right to remove, trim or cut any brush, trees, shrubs or other vegetation standing or growing upon or adjacent to said

The Grantor hereby warrants that access to utilities placed within the Easement will be maintained; and further, that fences constructed on the Easement will be positioned such that panels can be removed by Grantee or by Grantor at Grantee's request to allow vehicular access to the Easement. The Grantor further confirms that a drivable surface (asphalt or gravel) will be maintained for access to manholes, valves, or other surface features of the respective utilities placed within the Easement. The minimum drivable surface width shall be ten (10) feet. By making the Easement available the Grantor further confirms that no permanent structures, trees, or shrubs will be located on the Easement. If this Easement is being granted as part of a recordable survey, this "Grantors Covenant" language shall be included on the Mylar drawings.

3. EASEMENT RUNS WITH THE LAND. The Easement granted herein, the restrictions established herein, and the covenants on the part of the Declarants, shall run with the land described herein and shall bind and be obligatory upon the parties and their respective successors and assigns, tenants, subtenants, licensees, and invitees; provided however, that anything hereunder to the contrary notwithstanding, no rights in or to the general public are created hereby.

Grantor
Kittitas County

Paul Jewell, Commissioner

Gary Berndt, Vice Chair

Obie O'Brien, Chair

On this 17th day of June, 2014 before me personally appeared to me Paul Jewell, Gary Berndt and Obie O'Brien, known to be the duly elected, qualified and acting County Commissioners of Kittitas County, Washington, who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and he on oath stated that he was authorized to execute said instrument by resolution of the Board of County Commissioners of said county, and that the seal affixed is the official seal of said County.

Given under my hand and official seal the day and year last above written.



Julie A. Kjorsvik
Notary Public in and for the State of Washington

Residing at Ellensburg

My Appointment Expires 2-19-18

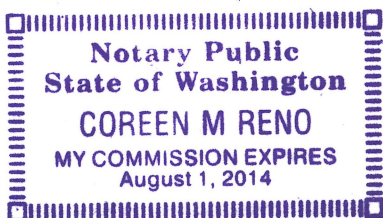
Grantee
CITY OF ELLENSBURG MAYOR

[Signature]
Rich Elliott, Mayor

STATE OF WASHINGTON)
)ss.
COUNTY OF KITTITAS)

On this 16th day of June, 2014 before me personally appeared to me Rich Elliott, known to be the duly elected, qualified and acting Mayor of Ellensburg, Washington, who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and he on oath stated that he was authorized to execute said instrument by resolution of the City Council of said City, and that the seal affixed is the official seal of said City.

Given under my hand and official seal the day and year last above written.



Coreen M. Reno
Notary Public in and for the State of Washington

Residing at Ellensburg

My Appointment Expires 8-1-14