

After recording return to:

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

REVIEWED BY
KITITITAS COUNTY TREASURER
DEPUTY Ann Cuske
DATE 2/17/17

DOCUMENT TITLE: NON-EXCLUSIVE UTILITY EASEMENT

GRANTOR: KITITITAS COUNTY, a subdivision of the State of Washington.

GRANTEE: City of Ellensburg, a Washington municipal corporation.

LEGAL DESCRIPTION <Easement Area>: See Exhibit A

ASSESSOR'S TAX PARCEL NO.: 18-18-25068-0026 (955297)

NON-EXCLUSIVE UTILITY EASEMENT

THIS NON-EXCLUSIVE UTILITY EASEMENT (hereinafter referred to as the "Utility Easement" or "Easement") is made, declared and established this 26th day of December, 2016, by and between KITITITAS 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 easement over, across, and under the parcel as previously described (the "Utility Easement" or "Easement"). See Exhibit A of ASSESSOR'S TAX PARCEL NO.: 18-18-25068-0026 (955297)

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 water, sewer, storm water, street, gas, 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. Further, Grantee reserves the right to convey, grant, or declare private utility easements within the Utility Easement, with the same access rights thereto over and across the above-described parcel, when Grantee determines the same to be in the public interest.

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 facilities which in the opinion of the Grantee constitute an obstruction to the maintenance, repair or improvement of, or a danger to, said facilities. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees, shrubs or other vegetation within the Utility Easement.

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.

2. **AGREEMENTS BETWEEN GRANTOR AND GRANTEE.** The rights, title, privileges, and authority hereby granted shall continue and be in full force until such time as the Grantee, its successors or assigns, shall permanently remove said facilities and/or appurtenances from said property, or shall otherwise permanently abandon said facilities, at which time all such rights, title, privileges, and authority hereby granted shall terminate, and Grantee, at the request of Grantor, shall execute a document evidencing such termination and clearing title of this Easement.

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.

4. **SUCCESSORS AND ASSIGNS.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in or under the Easement conveyed, granted and reserved herein. Without limiting the generality of the foregoing, the rights and obligations of the Declarants shall inure to the benefit of and be binding upon their respective successors and assigns.

3

Grantee
CITY OF ELLENSBURG MAYOR

Rich Elliott
Rich Elliott, Mayor

STATE OF WASHINGTON)
) ss.
County of Kittitas)

On this 24th day of January, 2017, 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 the 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.



Deborah A. Keno
Notary Public in and for the State of Washington
Residing at Ellensburg, WA
My Appointment Expires 3/24/19

EXHIBIT A

A non-exclusive utility easement over, under and across the following described lands:

The South 10 feet of the East 20 feet of Lot C-26 as shown upon that certain Binding Site Plan, recorded in Book 11 of Plats, Page 252, under Auditors File No. 201006280055, records of Kittitas County, Washington.

Parcel ID: 18-18-25068-0026 (955297)