

After recording return document to:
City of Olympia
Attention: Legal Department
P.O. Box 1967
Olympia, WA 98507-1967

Document Title: UTILITY EASEMENT
Grantor(s): Indian Summer, LLC
Grantee(s): City of Olympia
Legal Description: Parcel A, BLA-03105182-TC, AFN 3574065
Assessor's Parcel Number: 55610100501

EASEMENT FOR SANITARY SEWER FACILITIES

THIS EASEMENT FOR SANITARY SEWER FACILITIES is needed to treat the effluent flowing from the Indian Summer Country Club and surrounding residential neighborhoods to prevent odor and corrosion of the downstream sanitary sewer system (hereinafter, "Easement") and is hereby executed by and between the City of Olympia, a Washington municipal corporation organized under Title 35A RCW (hereinafter, "Grantee"), and Indian Summer, LLC, a Washington limited liability company (hereafter, "Grantor").

WITNESSETH:

Grantor, for and in consideration of \$2,500.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and grants to Grantee:

A perpetual, non-exclusive easement for sanitary sewer facilities, specifically limited to the following: a prefabricated metal building with approximate dimensions of 12' x 14', to house odor control equipment connected to the existing 6-inch Septic Tank Effluent Pump (STEP) force main, access improvements from Yelm Highway to the building, and a gravel parking area for maintenance vehicle parking (collectively, "Grantee's Facilities"), under and on the real property described as Parcel "A" of Boundary Line Adjustment Number BLA-03105182-TC, recorded under Auditor's file Number 3574065, Thurston County records, (hereinafter, "the Property"). The location

of said easement upon the Property (hereinafter, "Easement Area") shall be as described and depicted in Exhibit "A", attached hereto and incorporated herein by reference.

Grantor and Grantee further covenant and agree to the following terms, provisions and conditions:

1. ***Right of Access and Use.*** Grantee and its agents, contractors, designees, or assigns shall have the right, at such reasonable times as Grantee deems necessary, to install, construct, access, repair, replace, reconstruct, remove, operate, monitor, and maintain Grantee's Facilities within the Easement Area, and to enter upon the Property for such purposes, without incurring any legal obligation or liability therefore. Grantee's rights hereunder shall be exercised in a manner that prevents unnecessary destruction or unreasonable disturbance of existing improvements upon the Property, except as provided hereunder.

2. ***Noninterference.*** Grantee's access to and across the Easement Area shall be reasonable and such access shall in no event interrupt the play of golf on the surrounding property. Grantor shall make reasonable efforts to avoid and prevent interference with and/or obstruction of the Easement Area and Grantee's Facilities. Such noninterference shall be subject to the following:

A. Grantor shall not deposit, or allow to be deposited, any excavated material within the Easement Area.

B. Grantor shall not dig, tunnel, or excavate, or allow any digging, tunneling, or excavation, within ten feet (10') of Grantee's Facilities.

C. Grantor shall not construct or install, or allow to be constructed or installed, any structures, facilities, or other objects, specifically including without limitation any underground utility infrastructure, other than Grantee's Facilities, inside or within ten feet (10') of the Easement Area without Grantee's prior written authorization, which consent shall not be unreasonably withheld.

E. Grantor shall not in any manner unreasonably block, restrict, or impede, or allow to be blocked, restricted, or impeded, Grantee's access to or use of the Easement Area; provided, however, that Grantee's sole access to the Easement Area shall be from Yelm Highway.

F. Grantor shall not damage, harm, remove, obstruct, impede, or otherwise interfere with Grantee's Facilities.

G. Grantor shall not convey to any third party any easement, license, or other interest or right of use involving the Easement Area that would violate this easement or impair, interfere with, or limit the easement rights granted herein.

3. **Maintenance; Removal of Encroachments and Obstructions.** Grantee shall be and remain exclusively responsible for maintaining Grantee's Facilities. In the event of any encroachment, obstruction, or interference of or upon the Easement Area or Grantee's Facilities, Grantee may require removal and/or termination thereof, and the same shall be accomplished promptly at Grantor's expense. Alternatively, Grantee may take such action as deemed necessary in Grantee's reasonable discretion to accomplish such removal and/or termination, and may charge to Grantor all expenses incurred therefor. Grantee's failure to require removal or termination of any encroachment, obstruction, or interference shall neither constitute a waiver of Grantee's rights nor preclude any other remedy available to Grantee.

4. **Site Remediation.** Any existing improvements upon the Property that neither encroach upon, nor conflict with, the rights conveyed to Grantee hereunder that may be disturbed or destroyed by Grantee's Facilities, or Grantee's activities related thereto, shall be replaced, repaired, or otherwise restored as reasonably practicable, to the pre-event condition by and at Grantee's expense.

5. **Warranty of Title.** Grantor represents and warrants that Grantor is the lawful owner of the Property; that the rights and privileges set forth herein do not breach or otherwise violate the legal rights of any third-party; and that Grantor is fully authorized to execute and grant this Easement.

6. **Indemnification.** Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, losses, costs, suits, and causes of action, including attorneys' fees, for any injury, damage, loss, or expense arising out of or otherwise resulting from Grantee's use of the Easement Area. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, losses, costs, suits, and causes of action, including attorneys' fees, for any injury, damage, loss, or expense arising out of or otherwise resulting from any breach or violation by Grantor hereunder. Each party's obligations under this section shall apply only to the extent such injury, damage loss, or expense is caused by the negligence or misconduct of that party or the party's agents or invitees.

7. **Legal.** This Easement shall be governed by the laws of the State of Washington. The exclusive venue for any litigation arising out of this Easement shall be the Superior Court for Thurston County, Washington.

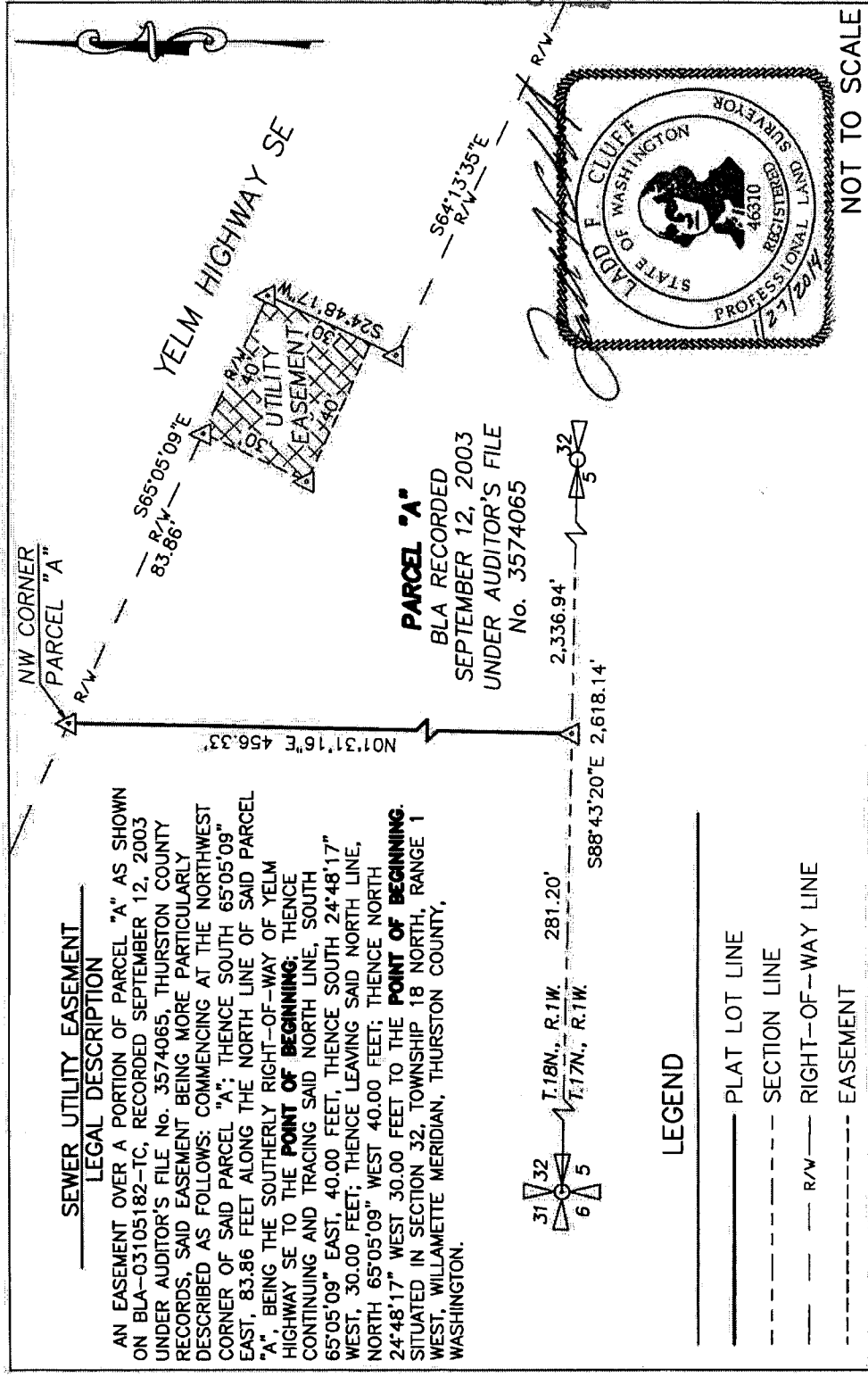
8. ***Binding Effect; Modification.*** This Easement, and each of the terms, provisions, conditions, and covenants set forth herein shall run with the land and be binding upon and apply to the benefit of the parties hereto and their respective successors, agents, designees or assigns. This Easement may be modified only by a recorded, written instrument mutually executed by the parties hereto or their respective successors or assigns.

9. ***No Third-Party Beneficiary.*** The right, duties, and obligations set forth in this Easement are for the exclusive benefit of the signatory parties and their respective successors, agents, designees, or assigns, and may only be enforced thereby. Nothing herein shall be construed as vesting any rights for or in any third-party.

10. ***No Admission.*** Nothing herein shall be construed in any manner as an admission by either Grantor or Grantee of any responsibility or liability for environmental contamination of any type or description that may be present on, under, or in the vicinity of the Property.

11. **Costs and Attorney's Fees.** In any legal action, arbitration or other proceeding related to or arising out of this Agreement, the prevailing party or parties shall be entitled to recover from the other party reasonable attorney's fees and other costs incurred. Attorney's fees covered by this paragraph include, without limitation, fees incurred in bankruptcy proceedings to modify or vacate any automatic stay of such legal action or proceeding, in appeals, and in post-judgment collection or enforcement proceedings. Costs covered by this paragraph include, without limitation, the costs of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, expert witness fees and title insurance premiums.

SIGNATURES APPEAR ON THE FOLLOWING PAGE



**SEWER UTILITY EASEMENT
LEGAL DESCRIPTION**

AN EASEMENT OVER A PORTION OF PARCEL "A" AS SHOWN ON BLA-03105182-TC, RECORDED SEPTEMBER 12, 2003 UNDER AUDITOR'S FILE No. 3574065, THURSTON COUNTY RECORDS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 65°05'09" EAST, 83.86 FEET ALONG THE NORTH LINE OF SAID PARCEL "A"; BEING THE SOUTHERLY RIGHT-OF-WAY OF YELM HIGHWAY SE TO THE **POINT OF BEGINNING**; THENCE CONTINUING AND TRACING SAID NORTH LINE, SOUTH 65°05'09" EAST, 40.00 FEET, THENCE SOUTH 24°48'17" WEST, 30.00 FEET; THENCE LEAVING SAID NORTH LINE, NORTH 65°05'09" WEST 40.00 FEET; THENCE NORTH 24°48'17" WEST 30.00 FEET TO THE **POINT OF BEGINNING**. SITUATED IN SECTION 32, TOWNSHIP 18 NORTH, RANGE 1 WEST, WILLAMETTE MERIDIAN, THURSTON COUNTY, WASHINGTON.

PARCEL "A"
BLA RECORDED
SEPTEMBER 12, 2003
UNDER AUDITOR'S FILE
No. 3574065



LEGEND

- PLAT LOT LINE
- SECTION LINE
- ==== RIGHT-OF-WAY LINE
- EASEMENT

DRAWN		BAM	PROJECT NO.	CITY OF OLYMPIA	
QC REVIEW		LFC	DATE	EXHIBIT "A"	
SCALE		N.T.S.	DATE	SEWER UTILITY EASEMENT	
			DATE	SECTION 32, T. 18 N., R. 1 W., W.M.	
			DATE	DRAWING NAME	
			DATE	EASMT REVISED	
			DATE	SHEET 1 OF 1	

NOT TO SCALE