

After recording return to:
City of Olympia
Attn: City Clerk
P.O. Box 1967
601 4th Avenue E
Olympia, WA 98507-1967

Document Title: Easement for Groundwater Monitoring Facilities
Grantor(s): Indian Summer, LLC
Grantee: City of Olympia
Legal Description: TRACT "D", ALTERATION OF A PORTION OF INDIAN
SUMMER GOLF & COUNTRY CLUB - DIVISION 1 AS
RECORDED APRIL 1, 1997, UNDER AUDITOR'S FILE No.
3081462
**Assessor's Parcel
Number:** 55610100400

EASEMENT FOR GROUNDWATER MONITORING FACILITIES

THIS EASEMENT FOR GROUNDWATER FACILITIES (hereinafter, "Easement") 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 \$1,500.00 in hand paid, 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 groundwater monitoring facilities, specifically limited to the following: an underground monitoring well extending above ground approximately 3 feet, of which any above ground components will be housed in a metal cylinder approximately 10 inches in diameter, 3 metal bollards extending above ground approximately 3 feet, and probes, pumps, and all other apparatus reasonably related thereto that will be located either below ground or above ground within the metal cylinder described above (collectively "Grantee's Facilities"), under and on the real property described in Exhibit "A," attached hereto and incorporated herein by reference (hereinafter "the Property"). The location of said easement upon the Property (hereinafter "Easement Area") shall be as described and depicted in Exhibit "B," 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 allowed 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. Notwithstanding the foregoing, Grantee shall, at Grantee's cost, install adequate screening of Grantee's facilities from view of the golf course guests and participants. Such screening shall be comprised of natural materials or existing high vegetation, and Grantor shall reasonably approve any proposed screening before it is installed.

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 through the adjacent parking lot, which Grantee is permitted to use for monitoring purposes on an infrequent basis.

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. **Monitoring Reports.** Upon Grantor's request, Grantee shall at no charge provide Grantor with copies of any groundwater sampling and/or testing reports derived from Grantee's Facilities.

12. **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 FOLLOWING PAGE

DATED this _____ day of _____ 2013.

GRANTOR
INDIAN SUMMER, LLC

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the _____ day of _____ 2013, before me, a Notary Public
in and for the State of Washington, duly commissioned and sworn, personally appeared
_____, to me known to be
the _____ of _____,
a Washington limited liability corporation, who executed the foregoing instrument and
acknowledged the said instrument to be the free and voluntary act and deed of said
limited liability corporation for the uses and purposes therein mentioned and on oath
states that _____ is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature

Print Name: _____

NOTARY PUBLIC in and for the State of
Washington, residing at _____

My commission expires _____

Accepted and Approved:
CITY OF OLYMPIA
GRANTEE

Approved as to form:

By: _____

Steven R. Hall
City Manager

Darren Nienaber

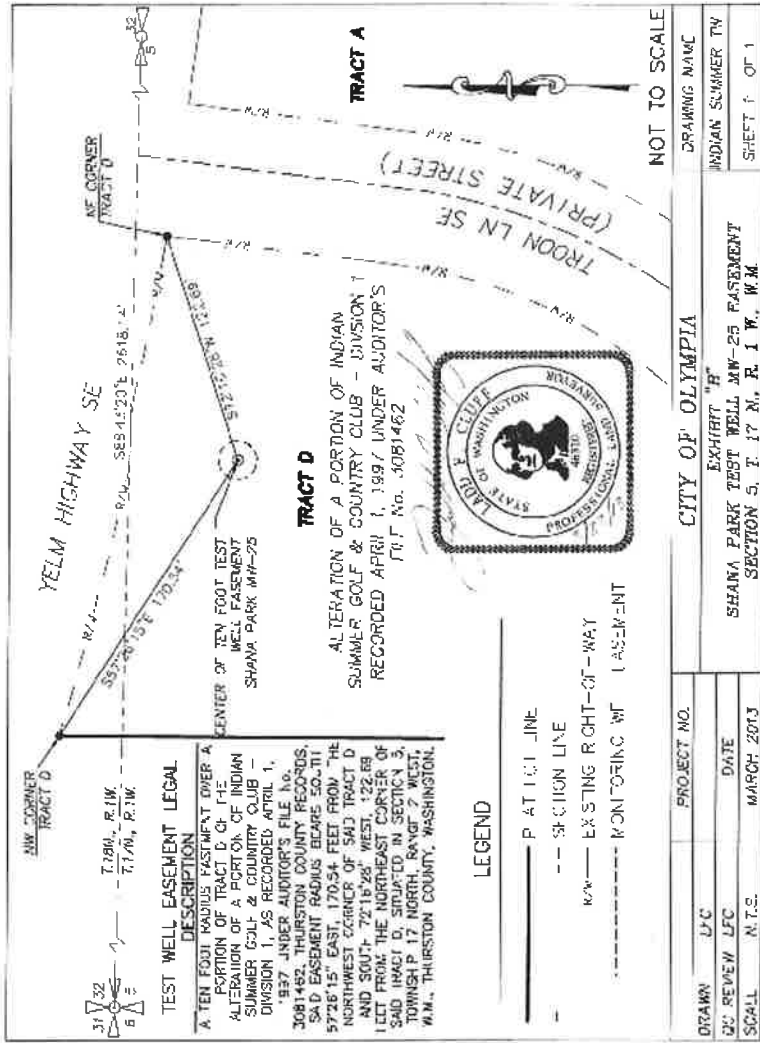
Darren Nienaber
Deputy City Attorney

Date: _____

EXHIBIT A

TRACT "D", ALTERATION OF A PORTION OF INDIAN SUMMER GOLF &
COUNTRY CLUB - DIVISION 1 AS RECORDED APRIL 1, 1997, UNDER
AUDITOR'S FILE No. 3081462

EXHIBIT B



DRAWN	JFC	PROJECT NO.	INDIAN SUMMER TW
REVIEW	JFC	DATE	SHEET 1 OF 1
SCALE	N.T.S.	MARCH 2013	