

When Recorded Mail To:

City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501  
Attn: Dan Smith/Public Works Dept., Engineering Division

### STORMWATER UTILITY EASEMENT

Grantors: CITY OF LACEY, a Washington Municipal Corporation  
CITY OF OLYMPIA, a Washington Municipal Corporation  
CITY OF TUMWATER, a Washington Municipal Corporation  
Grantee: CITY OF TUMWATER, a Washington Municipal Corporation  
Abbreviated Legal: Ptn of Parcel B BLA-05-7481 TW (actual legal on Exhibits A & B)  
Assessor's Tax Parcel ID#: 09470003001

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LACEY, the CITY OF OLYMPIA and CITY OF TUMWATER ("Grantors"), as joint owners of that certain real property (the "Property") located in Tumwater, Washington, legally described on attached Exhibit A, and depicted on Exhibit B, grant unto the CITY OF TUMWATER, a municipal corporation ("Grantee") for the purposes hereinafter set forth a permanent easement under, across and over that real Property.

**1. Purpose.** Grantee and its agents, designees and/or assigns shall have the right, with prior notice to Grantor whenever possible, to enter upon the Property to inspect, design, construct, reconstruct, operate, maintain, repair, replace, remove, grade, excavate, and enlarge all stormwater runoff treatment, detention, infiltration and conveyance facilities and all appurtenances thereto ("Facilities").

**2. Access.** Grantee shall have the right of access to the Easement over and across the Property to enable Grantee to exercise its rights hereunder by utilizing the improved driveway off Cleveland Avenue to the Property, or by any other method mutually agreeable to Grantor and Grantee.

**3. Obstructions; Landscaping.** Grantee may from time to time remove vegetation, trees, or other obstructions within the Easement, and may level and grade the Easement to the extent reasonably necessary to carry out the purposes set forth herein, provided, that following any

such work, Grantee shall restore the Easement to a condition similar to its condition prior to such work. Following the installation of the Facilities, Grantors may undertake any ordinary improvements to the landscaping of the Easement, provided that Grantors shall not place trees or other plants in that Easement that would be unreasonably expensive or impractical for Grantee to remove and restore. Vegetation with aggressive root systems that could be a problem for underground infrastructure shall not be used.

**4. Grantor's Use of Easement.** This Easement shall be non-exclusive. Grantors reserve the right to use the Easement for any purpose not inconsistent with Grantee's rights provided: further, that Grantors shall not construct or maintain any buildings or other structures on the Easement, that Grantors shall not perform grading or other forms of construction activity on the Property that would alter the functioning of the Facilities, and that Grantors shall not blast within fifteen (15) feet of the Easement.

**5. Indemnification.** Grantee agrees to indemnify, defend, and hold Grantors, their elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and reasonable attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Easement.

**6. Other Considerations.** Grantee shall remain the responsible party for the continued operation and maintenance of said stormwater facilities, including treatment and disposal of any hazardous wastes associated with stormwater treatment or spills, any improvements to the easement for aesthetic purposes, any activities necessary to provide continued stormwater runoff treatment and conveyance, as well as other, non-essential stormwater utility functions such as maintaining vegetated screens and other grounds maintenance. Grantee shall obtain all necessary permits for the construction, operation, and maintenance of said stormwater utilities, and Grantee shall be the solely responsible for compliance with said permits.

**7. Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

*\* \* \* Signatures Appear on the Following Pages \* \* \**

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**GRANTOR**

**GRANTOR**

**CITY OF LACEY**

**CITY OF OLYMPIA**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the \_\_\_\_\_ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the \_\_\_\_\_ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

(typed/printed name of notary)

(typed/printed name of notary)

Notary Public in and for the State of Washington.  
My commission expires \_\_\_\_\_

Notary Public in and for the State of Washington.  
My commission expires \_\_\_\_\_

**Accepted and Approved:  
CITY OF LACEY**

**Accepted and Approved:  
CITY OF OLYMPIA**

**Scott Spence, City Manager**

**Steven R. Hall, City Manager**

**Date**

**Date**

**Approved as to form:**

**Approved as to form:**

**City Attorney**

  
**City Attorney (ACA)**

**GRANTOR / GRANTEE**

*Pete Kmet*

**CITY OF TUMWATER**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On this day personally appeared before me Pete Kmet to me known to be the Mayor of the City of Tumwater that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.



GIVEN my hand and official seal this 7<sup>th</sup> day of March, 2014.

*Melody R. Valiant*

(typed/printed name of notary)

Notary Public in and for the State of Washington.  
My commission expires 04-23-2014.

**Accepted and Approved:  
CITY OF TUMWATER**

*John Doan*

**John Doan, City Administrator**

3/7/2014

**Date**

**Approved as to form:**

*Heather K. Hubel*

**City Attorney**

**EXHIBIT A  
LEGAL DESCRIPTIONS**

**PARCEL NO. 09470003001  
THE CITIES OF LACEY, OLYMPIA AND TUMWATER**

**LEGAL DESCRIPTION OF PROPERTY**

Tract 1 as described in Exhibit A of Superior Court Cause No. 06-2-00310-9 Stipulation for and Judgment and Decree of Appropriation as recorded under Thurston County Auditor's File No. 4052797.

**LEGAL DESCRIPTION OF EASEMENT**

That portion of Tract 1 as described in Exhibit A of Superior Court Cause No. 06-2-00310-9 Stipulation for and Judgment and Decree of Appropriation as recorded under Thurston County Auditor's File No. 4052797, said portion is described as follows:

That portion of said Tract 1 described as beginning at the northeast corner of said Tract 1; thence, along the north line of said Tract 1, South 75°16' West 105.6 feet, more or less, to the northwest corner of said Tract 1; thence South 45° East 80.51 feet to a point 65.00 feet westerly of, when measured perpendicular from, the east line of said Tract 1; thence, parallel with the tangent portion of said east line and the southerly extension thereof, South 14°43'38" East 530.00 feet; thence North 75°16'22" East 66 feet more or less to said east line; thence northerly along said east line 600 feet more or less to the point of beginning.



8/15/2013

