

WHEN RECORDED RETURN TO:

CITY CLERK
CITY OF NORTH BEND
P O BOX 896
NORTH BEND, WA 98045

GRANTOR:
GRANTEE:
ASSESSOR'S TAX PARCEL NUMBER:
ABBREVIATED LEGAL DESCRIPTION:
LEGAL DESCRIPTION:

EASEMENT AGREEMENT

This Easement Agreement is entered into as of the ____ day of _____, 20__,
by and between _____ ("Grantor") and the City of North Bend ("Grantee").

1. Recitals.

a. The Grantor is the owner of that certain real property legally described on Exhibit "A" attached and incorporated by this reference ("Parcel A").

b. The Grantee is a municipal corporation of the state of Washington, and this Easement Agreement is for the benefit of Grantee.

c. This Easement Agreement sets forth the terms and conditions under which the Grantor will grant the Grantee an easement.

2. Grant of Easement. For valuable consideration, receipt and sufficiency of which is acknowledged, the Grantor warrants, grants and conveys to the Grantee, a perpetual and exclusive easement over, across and under that portion of Parcel A which is legally described on Exhibit "B" attached and incorporated by this reference ("Easement Area").

3. Purpose of Easement. The Easement is granted for the purpose of the installation, operation and maintenance of _____ (the "Improvements"). Grantee and its agents, designees and/or assigns shall have the right at such times as deemed reasonably necessary by Grantee, to enter upon Parcel A to inspect, construct, reconstruct, operate, maintain, repair, and replace the Improvements.

4. General Provisions.

a. Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of the parties and their successors, heirs, assigns, and personal representatives and all persons claiming by, through or under the parties hereto. The Easement created shall run with the land.

b. Applicable Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in King County, Washington.

c. Attorneys' Fees. In the event that any suit or other proceeding is instituted by either party to this Easement Agreement arising out of or pertaining to this Easement Agreement, including but not limited to filing suit or requesting an arbitration, mediation, or other alternative dispute resolution process (collectively, "Proceedings"), and appeals and collateral actions relative to such a suit or Proceeding, the substantially prevailing party as determined by the court or in the Proceeding shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred relative to such suit or Proceeding from the substantially non-prevailing party, in addition to such other relief as may be awarded.

d. Entire Agreement. This Easement Agreement contains the entire agreement between the parties with respect to this matter. It may not be modified except in writing signed by the party against whom enforcement of the modification is sought.

e. Waiver. The waiver by a party of a breach of any provision of this Easement Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.

f. Severability. If for any reason any portion of this Easement Agreement shall be held to be invalid or unenforceable, the holding of invalidity or enforceability of that portion shall not affect any other portion of this Easement Agreement and the remaining portions shall remain in full force and effect.

g. Notices. Any notice required or desired to be given under this Agreement shall be deemed given if in writing delivered to the party, or sent by certified mail to the address listed below for that party:

GRANTOR:

GRANTEE:

DATED this ____ day of _____, 20__.

GRANTOR: _____

GRANTEE: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

(Print: _____)
NOTARY PUBLIC in and for the
State of Washington
My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

NOTARY PUBLIC in and for the
State of Washington
My appointment expires _____

SEWER EASEMENT DESCRIPTION

THAT PORTION OF TRACT 20, W.H. TAYLOR'S PLAT OF SNOQUALMIE PRAIRIE ACRE TRACTS, AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 32, RECORDS OF KING COUNTY, WASHINGTON, BEING A 15 FOOT WIDE STRIP OF LAND, SAID STRIP HAVING 7.50 FEET OF SAID WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., THENCE S00°42'40"E ALONG THE EAST LINE OF SAID SECTION 9, AND THE EAST LINE OF SAID TRACT 20, A DISTANCE OF 384.94 FEET TO THE POINT OF BEGINNING FOR SAID EASEMENT CENTERLINE; THENCE N71°08'08"W 57.5 FEET MORE OR LESS TO THE SOUTHEASTERLY RIGHT OF WAY MARGIN OF BALLARAT AVENUE NORTHEAST, AND THE TERMINUS OF SAID EASEMENT CENTERLINE.

SITUATE IN THE CITY OF NORTH BEND, COUNTY OF KING, STATE OF WASHINGTON.



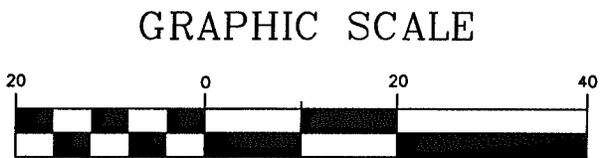
10/13/16

PREPARED BY:
EASTSIDE CONSULTANTS, INC.
1320 NW MALL ST., SUITE B
ISSAQUAH WA 98027

SEWER EASEMENT EXHIBIT

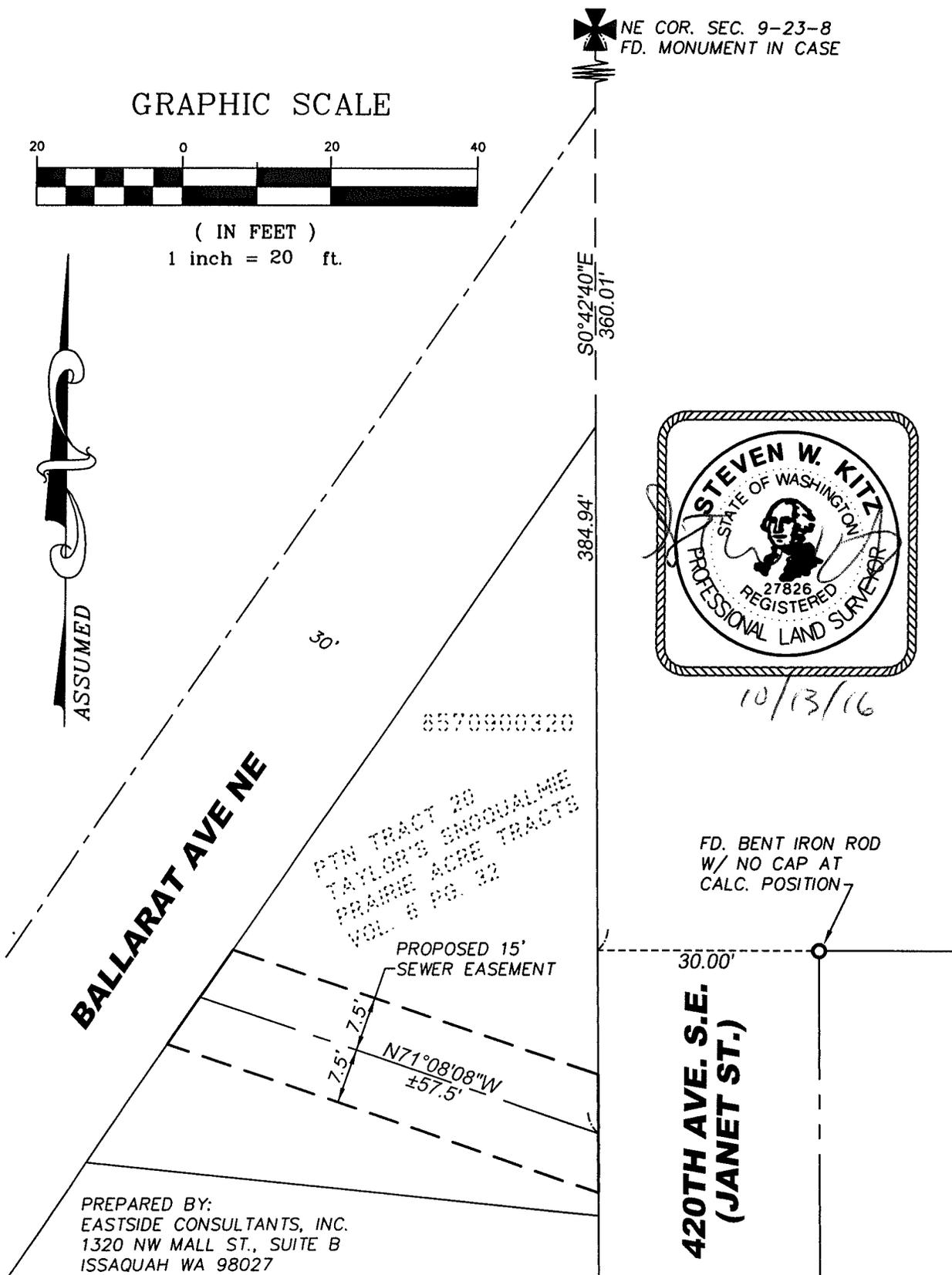


NE COR. SEC. 9-23-8
FD. MONUMENT IN CASE



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.



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