

YAKIMA CITY CLERK
129 N. 2ND STREET
YAKIMA, WA 98901

EASEMENT

Grantor: City of Yakima, a Municipal Corporation

Grantee: Nob Hill Water Association

Abbreviated Legal Description: Ptn SW ¼ of the SW ¼ Section 27, T. 13 N., R. 18 E.W.M.
Complete legal descriptions on page 2 below.

Assessor's Tax Parcel Id No.: 181327-33006

EASEMENT

THE GRANTOR, CITY OF YAKIMA, a municipal corporation, as owner of the hereinafter described property, for and in consideration of Ten and 00/100ths Dollars (\$10.00), the mutual benefit of ongoing cooperation with regards to providing services to residents of the City of Yakima, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby give and grant unto the GRANTEE, NOB HILL WATER ASSOCIATION, its successors and assigns, a perpetual non-exclusive easement through and across the following described real property, to-wit:

That portion of the Southwest quarter of the Southwest quarter of Section 27, Township 13 North, Range 18 East, W.M., described as follows:

Beginning at the Southwest corner of said subdivision; thence North 1°05'06" East, along the West line thereof, 34.00 feet to the True Point of Beginning; thence North 89°44'09" East, parallel to the South line of said subdivision, 162.01 feet; thence South 1°05'06" West 34.00 feet to the South line of said subdivision; thence South 89°44'09" West, along said South line, 162.01 feet to the Point of Beginning;

EXCEPT Right-of-Way for South 48th Avenue on the West side thereof.

See Attached Exhibit "A".

for the purpose of constructing, installing, maintaining and operating a domestic water system, including the right of ingress and egress to said domestic water system upon the easement, and also, at all times in the future, for the purpose of repairing, inspecting, making connections

thereto, maintaining and operating said domestic water system pursuant to the terms and conditions of the easement below.

1. Grantee may construct, install, operate, maintain, protect, improve, and/or repair such permanent or temporary water pipelines and/or other equipment to facilitate a domestic water system (hereinafter "Facilities") over, under, through and across the Easement and its agents or employees may enter the Easement for the purpose of constructing, reconstructing, inspecting, maintaining, operating, or relocating its Facilities. The term "pipeline" includes water lines, services, machinery, equipment, and facilities related to the operation or maintenance of said water lines. Notwithstanding the foregoing, except for structures and improvements intended to be connected to Grantor's improvements, the pipeline and all related structures and improvements shall be located a minimum of three feet under the surface of the ground. Grantor retains the right to use the Easement area for all purposes. Nothing precludes Grantor from also allowing third party utility providers to construct and operate facilities within the Easement.

2. No permanent or temporary surface or underground structure or facility, including pipelines, shall be constructed or located within the Easement without the prior written consent of the City of Yakima Public Works Director or his/her designee, which consent shall not be unreasonably withheld. All construction, maintenance and operation activities with respect to the Easement, and any structures located thereon or therein, must comply with applicable federal, state, and local law, including all requirements to obtain City of Yakima permits. Construction, operation, and maintenance with respect to the Easement shall also conform to prevailing industry standards. At Grantee's sole cost and expense, upon completion of construction of the Facilities, Grantee shall provide to Grantor copies of any recorded documents relating to the Easement and a set of alignment drawings, which shall show, among other things, the location of the Facilities within the Easement.

3. Not less than seventy-two hours prior to the commencement of any construction, maintenance, replacement, relocation, or removal of the Facilities within the Easement, the Grantee shall notify the Grantor in writing or orally, and identify its intentions for such work, including how it intends to address questions of access, security, and any other impacts of the work, provided that such notice is not required in the case of emergency. In the event the Grantee must undertake emergency work, it shall provide such notice to the Grantor either before or after commencement of the work as the emergency reasonably allows. At all times during any period of time that Grantee is at the Easement, Grantee shall have in place insurance, with commercially reasonable amounts and types of coverage, providing coverage for Grantee's activities and omissions at the Easement.

4. The Easement shall be kept open, accessible, and passable at all times with the exception that obstructions to accessibility shall be approved in writing by the City of Yakima Public Works Director or his/her designee prior to their installation or construction. No grade change in excess of one (1) foot in elevation shall be allowed within the Easement without the prior written consent of the Public Works Director or his/her designee of the Grantee, which consent shall not be unreasonably withheld.

5. Except as set forth in Paragraph 3, above, Grantee shall not store, use, manufacture or dispose of any materials within the Easement except in compliance with all federal, state and local laws. In no case may Grantee store, use, manufacture, or dispose of hazardous materials or materials which constitute a public health hazard within the Easement except in compliance with all applicable federal, state and local laws. Grantee is solely responsible for any damages

caused by any materials stored, used, manufactured or disposed of within the Easement by Grantee and indemnifies the City from any claims arising therefrom in accordance with this Easement.

6. The Grantee shall, within a reasonable time after completion of construction or maintenance work, restore the surface condition of the Easement to a state equal to or better than its state prior to the construction or maintenance.

7. Indemnification.

A. Grantee agrees to release, indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents and representatives from any and all claims, liabilities, losses, damages, costs, judgments, awards or expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Easement, including claims by the Grantee's own employees to which the Grantee might otherwise be immune under Title 51 RCW, or the acts, failures to act, negligence, errors or omissions of the Grantee, or any of Grantee's agents or subcontractors, while acting pursuant to this Easement, except for claims caused by the City's sole negligence. This indemnification shall include, but not be limited to, claims against the City arising as a result of the negligent acts or omissions of the Grantee, its agents, servants, officers or employees working in the Easement area. The City's right to indemnification includes attorney's fees and costs associated with establishing the right to indemnification hereunder in favor of the City.

B. The obligations of the Grantee under the indemnification provisions of this paragraph shall apply regardless of whether liability for damages arising out of bodily injury to persons or damages to property were caused or contributed to by the concurrent negligence of the City, its elected or appointed officials, officers, agents, employees or contractors. The provisions of this section, however, are not to be construed to require the Grantor to hold harmless, defend or indemnify the City as to any claim, demand, suit or action which arises out of the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. In the event that any court of competent jurisdiction determines that this Easement is subject to the provisions of RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.

C. Notwithstanding any other provisions of this Section, the Grantee assumes the risk of damage to its facilities, structures or other property located in the easement, if any, from activities conducted by the City, its officers, elected or appointed officials, agents, employees, and contractors. The Grantee releases and waives any and all claims against the City, its elected or appointed officials, officers, agents, employees and contractors for damage to or destruction of the Grantee's facilities, structures or other property caused by or arising out of activities conducted by the City, its officers, agents, employees and contractors, in the easement subject to this Easement, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious action on the part of the City, its officers, agents, employees or contractors.

D. Grantee shall be solely responsible for and shall defend, indemnify and hold the City, its elected and appointed officials, officers, agents, employees and contractors, harmless from and against any and all costs, claims, liabilities, including reasonable attorneys' fees and

costs, arising from or in connection with the removal, cleanup or restoration of the easement parcel with regards to hazardous materials from any and all sources other than those hazardous materials introduced to the easement parcel by the City, for which the City shall be solely responsible.

E. The provisions of this Section shall survive the revocation or termination of this easement agreement.

8. Grantee shall maintain its Facilities at its sole cost and expense.

9. It is agreed that this Easement covers the entire agreement between the parties and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Easement. The terms and conditions hereof shall inure to the benefit of and be binding upon Grantor and Grantee and their representatives, successors or assigns.

10. If a court of competent jurisdiction holds any part, term or provision of this Easement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Easement did not contain the particular provision held to be invalid. If any provision of this Easement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

11. The waiver by Grantor or Grantee of the breach of any provision of this Easement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

12. Notices shall be sent by registered or certified mail, postage prepaid or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified below.

CITY OF YAKIMA, GRANTOR
c/o Public Works Director
129 North 2nd Street
Yakima, WA 98901
509-575-6000

NOB HILL WATER ASS'N, GRANTEE
c/o Nob Hill Water Association
6111 Tieton Drive
Yakima, WA 98908
509-966-0272
zella@nobhillwater.org

13. This Easement shall be recorded with the Yakima County Auditor. Grantee shall be responsible for recording this Easement and providing a conformed copy to Grantor for its records within ten (10) days of both parties signing the Easement.

DATED this _____ day of _____, 2022

CITY OF YAKIMA, GRANTOR

NOB HILL WATER ASSOCIATION
GRANTEE

ROBERT HARRISON, City Manager



ZELLA WEST, Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

On this day personally appeared before me ROBERT HARRISON, to me known to be the individual described in and who executed the within and foregoing instrument as City of Yakima City Manager, had authority to execute this document, and acknowledged that they signed the same as their free and voluntary act and deed on behalf of the City of Yakima, for the uses and purposes therein mentioned. Given under my hand and official seal this _____ day _____, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(print or type name)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

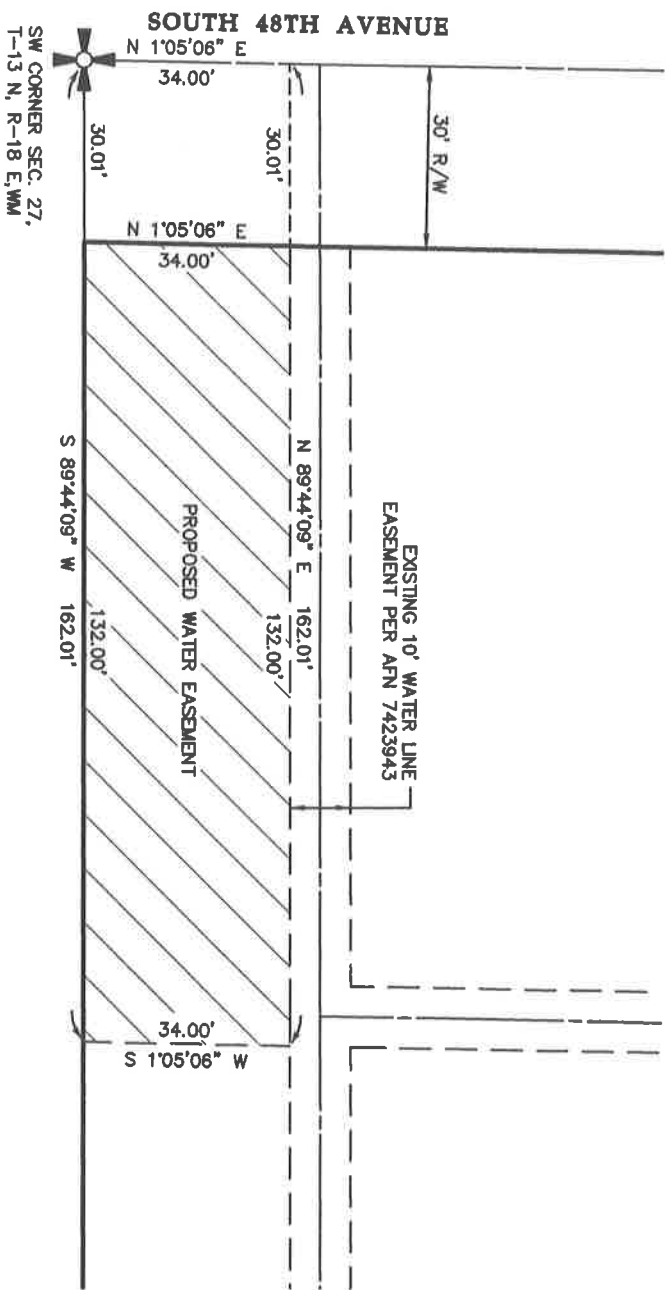
On this day personally appeared before me ZELLA WEST, to me known to be the individual described in and who executed the within and foregoing instrument as the Managing Member of Nob Hill Water Association, had authority to execute this document, and acknowledged that they signed the same as their free and voluntary act and deed on behalf of Nob Hill Water Association, for the uses and purposes therein mentioned. Given under my hand and official seal this 11 day January, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Crystal McPherson
Crystal McPherson
(print or type name)
NOTARY PUBLIC in and for the State of
Washington, residing at Yakima
My Commission expires: August 31, 2023

EXHIBIT A



PLSA

ENGINEERING-SURVEYING-PLANNING
521 NORTH 20th AVENUE, SUITE 3
YAKIMA, WASHINGTON 98902
(509) 575-6990

SITE MAP

PARCEL NO. 181327 - 33006

PREPARED FOR

NOB HILL WATER

SW 1/4, SW 1/4, SEC. 27, T-13 N, R-18 E, WM

SHEET NO.

1 OF 1

DATE: 1/5/2022

JOB NO. 21356

SHEET NO.

1 OF 1