

**AFTER RECORDING RETURN TO:**

North Bend City Hall  
City Clerk  
P.O. Box 896  
North Bend, WA 98045

**QUIT CLAIM DEED AND RESERVATION OF UTILITY AND ACCESS  
EASEMENT**

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**Grantor(s):** City of North Bend, a municipal corporation

**Grantee:** Mount Si Senior Center, a 501(c)(3) nonprofit corporation and Washington Public Benefit Corporation

**Abbreviated Legal Description of Property:** Lots 8-11, Block 6, Stow-Healy Addition to North Bend Washington

**Additional Legal(s) on:** Exhibit A

**Assessor's Tax Parcel ID#:** Portion of right-of-way within TPN 8036200215

**Related Documents:**

I. QUIT CLAIM DEED

THE GRANTOR, the City of North Bend, a municipal corporation of the State of Washington, for and in consideration of valuable consideration hereby conveys and quitclaims for right of way purposes to the Mount Si Senior Center, a Washington Public Benefit Corporation (“Grantee”), all of Grantor’s interest in a City alley lying within the real property identified by King County Tax Parcel Number 8036200215, currently an a, situated in King County, State of Washington, and legally described as follows (“Alley Area”):

THAT PORTION OF THE 15 FOOT WIDE NORTHEAST-SOUTHWEST ALLEY, LYING SOUTHWESTERLY OF A LINE BETWEEN THE EASTERLY CORNER OF LOT 8 AND THE NORTHERLY CORNER OF LOT 11, TO MAIN STREET, ALL WITHIN BLOCK 6, STOW-HEALY ADDITION TO NORTH BEND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 49 OF PLATS, PAGE(S) 77-78, RECORDS OF KING COUNTY, WASHINGTON.

SUBJECT TO: Easements, restrictions, reservations, covenants and agreements of record.

II. UTILITY AND ACCESS EASEMENT RESERVED

1. Utility and Access Easement. The City expressly reserves the right to a perpetual easement for the construction, operation, and maintenance of utilities, together with the right of ingress and egress over, under, and upon the Alley Area described above. The City and its agents, designees and/or assigns shall have the right, without prior notice, at such times as deemed necessary by the City, to enter upon the Property described on Exhibit A to inspect, construct, reconstruct, operate, maintain, repair, and replace utility facilities within the Alley Area.
2. Access. Grantor shall have the right of access to the easement over and across the Alley Area to enable Grantor to exercise its easement rights hereunder.
3. Grantee's Use of Easement. Grantee may use the easement for any purpose not inconsistent with Grantor's rights. Grantor shall not construct or maintain any additional buildings or other structures on the easement. Grantor shall not perform any digging, tunneling or other form of construction activity within or upon the Alley Area which would disturb the compaction or damage the improvements on or within the easement. No blasting shall be done within fifteen (15) feet of the easement.
4. Indemnification. Grantee shall hold the Grantor harmless from all costs, claims, or liabilities of any nature, including attorneys' fees, costs, and expenses for or on account of injuries or damages sustained by any persons or property resulting from the activities or omissions of the Grantor resulting from this easement.
5. 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.

DATED this \_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR: CITY OF NORTH BEND**

By: \_\_\_\_\_  
Mayor Kenneth Hearing

**GRANTEE: MOUNT SI SENIOR CENTER**

By: \_\_\_\_\_  
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