

## EXHIBIT A

After recording return to:  
Sallal Water Association  
P.O. Box 378  
North Bend, WA 98045-0378

<b>DOCUMENT TITLE</b>	Easement for North Bend Way Intertie
<b>REFERENCE NO. OF DOCUMENTS ASSIGNED/ RELEASED</b>	n/a
<b>GRANTOR</b>	City of North Bend
<b>GRANTEE</b>	Sallal Water Association
<b>LEGAL DESCRIPTION (part)</b>	
<b>ASSESSOR'S PARCEL NO.</b>	142308-9191

### EASEMENT FOR NORTH BEND WAY INTERTIE

1. Grant of Easement. The City of North Bend ("Grantor"), a Washington municipal corporation, for valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Sallal Water Association ("Association"), a Washington non-profit corporation, a non-exclusive (except as provided herein) easement for the installation, operation, maintenance, replacement and repair of the North Bend Way Intertie (as the North Bend Way Intertie is described in the Agreement for the Wholesale Supply of Water dated June 6, 2023 ["Agreement for the Wholesale Supply of Water"]), across and along, in and over the property legally described on **Exhibit A** hereto, located in King County, Washington and known hereafter as "Easement Area." The Easement Area is shown diagrammatically on **Exhibit B** attached hereto and incorporated herein by this reference.

2. Access. The Grantor hereby grants to Association and its agents and contractors an easement over the parcel of real property described in Exhibit A for access to construct, maintain, operate, repair and replace the North Bend Way Intertie within the Easement Area.

3. Construction. When the work on the North Bend Way Intertie commences, the work shall be performed continuously and be completed in a reasonable time and with reasonable

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dispatch, taking into account the nature of such work. Upon completion of the installation, or after undertaking any repairs or replacements thereto, the Association shall return the surface of the Easement Area and the surrounding property to as good or better condition as it was prior to the commencement of such work, to the reasonable satisfaction of the Grantor.

4. Purpose. The purpose of the non-exclusive easement is to allow the Association to use, maintain, operate, repair and replace the North Bend Way Intertie in the Easement Area to furnish water service to property within the Association's water service area, as such service area may be adjusted from time to time. The North Bend Way Intertie shall generally consist of a pump station, controls, and underground piping consistent with the Water Supply Agreement. During the entire term of this easement, the Association shall maintain the installation and all other improvements and appurtenances within the Easement Area in good condition and working order, and the Association shall promptly make all repairs thereto which may be necessary for the preservation of the condition of the Easement Area and the continued operation and maintenance of the North Bend Way Intertie.

5. Grantor's Use of Easement. The Grantor shall have the right to use the surface of the Easement Area for all purposes so long as Grantor's use does not interfere with the installation, operation, repair or maintenance of the North Bend Way Intertie. The Grantor shall not dig, regrade the surface or perform other construction in the Easement Area that will disturb or endanger the North Bend Way Intertie. The Grantor shall not place a permanent building or structure on the Easement Area.

6. Duration. This easement shall remain in full force and effect for the term of the Agreement for the Wholesale Supply of Water.

7. Termination. Upon termination of the easement granted herein or through abandonment of such facilities, the Association shall, at its sole expense, remove all improvements installed within the Easement Area and restore the Easement Area to as good or better condition as it was immediately prior to the effective date of this easement, to the reasonable satisfaction of the Grantor. If the Association fails to timely remove its improvements from within the Easement Area upon termination, then the Grantor may choose to remove the improvements and restore the Easement Area, and dispose of the improvements in any manner as it deems fit, and the Association shall reimburse the Grantor for all costs and expenses incurred by the Grantor in performing such removal and restoration.

8. No Warranty. The Grantor makes no warranty or representation, either express or implied, regarding the fitness of the Easement Area for any intended purpose, including the Association's purposes as described in this agreement, and the Association agrees to accept the Easement Area in AS-IS condition, with all defects, latent or patent.

9. Hold Harmless and Indemnification. The Association agrees to release, indemnify, defend, and hold harmless the Grantor, its officers, employees, contractors and agents, from and against any and all claims, demands, liability, suits, and judgments, including costs of defense thereof, for injury to persons or property damage (collectively, "Claims") arising out of or related

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to the acts or omissions of the Association, its officers, employees, agents or assigns, in connection with the Association's exercise of rights and obligations under this easement agreement; provided, however, that if a Claim arises out of or relates to the concurrent negligence of both the Association and the Grantor, then the Association's duty to indemnify and hold harmless shall apply only to the extent of the Association's negligence.

10. Governing Law, Venue. This easement agreement shall be governed by the laws of the State of Washington. Any action relating to this easement agreement shall be brought in the Superior Court of King County.

11. Severability. If any section, sentence, clause, phrase, or provision of this easement agreement or the application of such provision to any person or entity should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, phrase, or provision of this easement agreement, nor the application of the provision at issue to any other person or entity.

GRANTOR:

City of North Bend

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

GRANTEE:

Sallal Water Association

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

## EXHIBIT A

[illegible]

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came \_\_\_\_\_, personally known or having presented satisfactory evidence to be the \_\_\_\_\_ of the City of North Bend the municipality that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipality for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of said municipality.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

(STAMP)

Print Name: \_\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

Expiration Date: \_\_\_\_\_

## EXHIBIT A

[illegible]

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, came \_\_\_\_\_, personally known or having presented satisfactory evidence to be the \_\_\_\_\_ of the Sallal Water Association the municipality that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipality for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of said municipality.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

(STAMP)

Print Name: \_\_\_\_\_

Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

Expiration Date: \_\_\_\_\_

## EXHIBIT A

### **EXHIBIT A** (Legal Description of easement)

## EXHIBIT A

### EXHIBIT "A"

Parcel No.: 142308-9191  
Owner's Name: City of North Bend

#### **Easement for North Bend Way Intertie**

#### **LEGAL DESCRIPTION OF EASEMENT**

The Southeast 90 feet of Tract A of North Bend Dahlgren Short Plat (PLN 2016-0246), recorded under recording number 20220202900004, in King County, Washington.

Situate in the City of North Bend, County of King, State of Washington

Contains 7,898 Square Feet, more or less.



## EXHIBIT A

### **EXHIBIT B** (Graphical depiction of Easement Area)

EXHIBIT A

