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NO EXCISE TAX REQUIRED
Chelan County Treasurer
David E. Griffiths

By Maisha A 3/9/2022
Deputy

**EASEMENT
FOR INGRESS, EGRESS AND ACCESS FOR SANITATION**

Grantor: Chelan Bay Homeowners Association, a Washington nonprofit corporation
Grantee: City of Chelan, a Washington municipality
Legal Description (abbreviated): Tract A, Plat of Chelan Bay, Chelan County, Washington.
Additional legal on page 1.
Assessor's Tax Parcel ID#: Ptn. 272214662228

I. PARTIES

- 1.1 HOA. CHELAN BAY HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation (the "HOA").
- 1.2 Grantee. CITY OF CHELAN, a Washington municipality (the "City").

II. PROPERTY

2.1 The HOA owns the following described real property located in Chelan County, Washington:

Tract A of the Plat of Chelan Bay, recorded March 9, 2022, under Chelan County Auditor's File No. 2563597 ("Tract A").

III. PUBLIC EASEMENT

- 3.1 Grant of Easement. The HOA hereby grants to the City, for the benefit of the public, a nonexclusive easement in gross as described herein of the type described herein for the purposes described herein (the "Easement").
- 3.2 Consideration. This Easement is for and in consideration of the approval of the plat of Chelan Bay, recorded under Chelan County Auditor's File No. 2563597 (the "Plat"), and the mutual benefit of the parties herein, the receipt and sufficiency of which is hereby acknowledged.
- 3.3 Purpose. The purpose of this Easement is for access to the private roads within the Property for sanitation collection by the City and/or its agents.

3.4 Burdened Property. This Easement is to burden Tract A (also referred to herein as the "Burdened Property").

3.5 Benefited Party. This Easement is to benefit the public.

3.6 Appurtenant Easement. The burdens granted and imposed by this instrument shall run with the Burdened Property described herein.

3.7 Location of Easement. The location of the Easement covers the private roads located within the Property as generally depicted on the Plat of Chelan Bay, recorded under Chelan County Auditor's File No. 2563597.

3.8 Term of Easement. The term of this Easement is perpetual.

3.9 Indemnity. The Grantor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the City or on the City's behalf due of the grant of easement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that RCW 4.24.115 applies, then the Grantor agrees to defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless to the maximum extent permitted thereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Easement.

IV. MISCELLANEOUS

4.1 Successors and Assigns. This Agreement shall run with the land and be binding upon the owners, their heirs, successors and assigns and shall inure to the benefit and burden of the owner within the real property described above.

DATED this 28 day of January, 2022.

"HOA"

CHELAN BAY HOMEOWNERS ASSOCIATION
A Washington Nonprofit Corporation

By 
Printed Name: CHRIS MARTIN
Title: _____

