

Return Address:

Gatens Green Weidenbach, PLLC
PO Box 523
Cashmere, WA 98815

NO EXCISE TAX REQUIRED
Chelan County Treasurer
David E. Griffiths

By Shayla 3/9/2022 Deputy

STORMWATER EASEMENT

Grantor (Burdened Property): Tripen, Inc., a Washington corporation
Grantee (Benefited Property): Tripen, Inc., a Washington corporation
Legal Description (abbreviated): Burdened Property: Lot 13, Plat of Chelan Bay, Chelan County, Washington. **Benefited Property:** Lots 9, 10, 11, 12, 13, Plat of Chelan Bay, Chelan County, Washington. Additional legal on page 2.
Assessor's Tax Parcel ID#: **Burdened Property:** Ptn. 272214662228
Benefited Property: Ptn. 272214662228

Parties

- 1.1 Grantor. TRIPEN, INC. a Washington corporation.
- 1.2 Grantee. TRIPEN, INC. a Washington corporation.
- 1.3 Association. CHELAN BAY HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation. (the "Association").

Easement

2.1 Grant of Easement. Grantor hereby grants to Grantee a nonexclusive easement as described herein of the type described herein for the purposes described herein (the "Easement").

2.2 Purpose. The purpose of this Easement is for a ten foot (10') private stormwater utility easement in the location depicted on the attached Exhibit "A" along with a second ten foot (10') easement along the trench drain in the parking lot encompassing catch basin number 2, also depicted on the attached Exhibit "A".

2.3 Consideration. This Easement is for and in consideration of the mutual benefit of the parties herein, the receipt and sufficiency of which is hereby acknowledged.

2.4 Appurtenant Easement. The benefits and burdens granted and imposed by this instrument shall run with the lands described herein.

2.5 Benefited Property. This Easement is to benefit the following described real property situated in the County of Chelan, State of Washington:

Lots 9, 10, 11, 12 and 13 of the Plat of Chelan Bay, as recorded March 9, 2022, under Chelan County Auditor's File No. 2563597.

(the "Benefited Property").

2.6 Burdened Property. This Easement is to burden the following described real property situated in the County of Chelan, State of Washington:

Lot 13 of the Plat of Chelan Bay, as recorded March 9, 2022, under Chelan County Auditor's File No. 2563597.

(the "Burdened Property").

2.7 Location of Easement. The location of the Easement is as depicted on the attached Exhibit "A".

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

2.9 Maintenance and Repair. The cost of any maintenance and repair of the Easement shall be borne by the Association. Following any such maintenance and repair work, the Easement area shall be restored to substantially the same condition as before the performance of any such maintenance and repair work.

2.10 Relocation of Easement. The owner of the Burdened Property reserves the right to relocate the Easement in its sole discretion and at its expense, so long as such relocation does not unreasonably interfere with the intended use of the Easement. Any such relocation shall be documented by recorded amendment to this Easement. The owner of the

Burdened Property shall provide a minimum of thirty (30) days written notice to the owners of the Benefitted Property of the commencement of relocation work and/or potential for interruption of use of the Easement.

2.11 Attorney Fees and Costs. In the event any party employs legal counsel to enforce any covenant of this Easement, or to pursue any other remedy on default as provided herein, or by law, the substantially prevailing party shall be entitled to recover all reasonable attorneys' fees, appraisal fees, title search fees, other necessary expert witness fees and all other costs and expenses not limited to court action. Such sum shall be included in any judgment or decree entered.

2.12 Venue. The venue of any action taken to enforce any part of this Easement shall be in Chelan County, Washington.

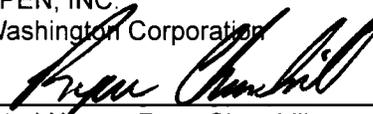
2.13 Number; Gender; Permissive Versus Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege; use of the word "shall" shall denote a duty or an obligation.

2.14 Captions and Construction. The captions in this Easement are for the convenience of the reader and are not to be considered in the interpretation of its terms.

2.15 No Merger. Merger shall not operate to void or terminate this Easement.

"GRANTOR/GRANTEE"

TRIPEN, INC.
A Washington Corporation

By 

Printed Name: Ryan Churchill

Title: Vice President

Date: 1.11.2022

EXHIBIT A

