

WHEN RECORDED RETURN TO:
City of Goldendale
1103 South Columbus Ave.
Goldendale, WA 98620

Document titles or transactions contained therein:

Easement Deed

GRANTOR(S)

Goldendale School District No. 404

GRANTEES(S)

City of Goldendale

LEGAL DESCRIPTION OF Parcel (Abbreviated: Lot, Block, Plat/Section, Township, Range, Qtr/Qtr)

ALL OF NESW INCLUDING TAX LOTS 41-A, 29 & 30 IRR TRACTS 21-4-16

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

04162131000100

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

EASEMENT DEED

THIS EASEMENT DEED, made this _____ day of _____, 2025, between the CITY OF GOLDENDALE, a municipal corporation, hereinafter referred to as the Grantee, and GOLDENDALE SCHOOL DISTRICT NO. 404, a municipal corporation, hereinafter referred to as the Grantor, for good and valuable consideration and the benefits to the public to be derived from the facilities to be constructed by the Grantee within the easement granted herein, it is agreed as follows:

1. The Grantor does hereby grant to the Grantee, and its assigns, a perpetual easement to enter, and to construct reconstruct, operate, maintain, and remove water lines and associated facilities and appurtenances thereto, or any part thereof, hereinafter referred to as "Facilities," for the underground distribution and conveyance of potable water under, over and across the following described land situated in the County of Klickitat, State of Washington:

All that real property described as 10 feet on both sides of a line described in Exhibit "A" and shown in Exhibit "B" or the as-built main line if altered during construction, attached hereto, incorporated herein, and hereby made a part hereof by this reference.

2. The Grantor does hereby grant unto the Grantee, and its assigns, a temporary construction easement until September 1, 2025, on, over and across the following described land situated in the County of Klickitat, State of Washington:

All that Real property described as 20 feet on both sides of a line described in Exhibit "A" and shown in Exhibit "B", attached hereto, incorporated herein, and hereby made a part hereof by this reference.

3. The Grantor further grants unto the Grantee the right of ingress and egress over and across any portion of the property of Grantor adjoining the Described Property, which the Grantees may deem necessary to use in order to exercise the rights granted in Paragraph (1) hereof.
4. The Grantors covenant for themselves, their heirs, successors, and assigns that they will not build or place, or allow to be built or placed, or constructed closer than ten (10) feet from the nearest waterline facilities, without written consent from the Grantee.
5. The Grantee covenants to make reasonable efforts to protect existing landscaping vegetation, surface improvements and structures while performing the work identified in paragraph (1). Furthermore, the Grantee agrees to restore disturbed lawn, replace trees and shrubs, and repair or replace fences, gates, retaining walls, and similar structures that are damaged as a result of performing work identified in paragraph (1).
6. The terms and conditions hereof shall be binding upon and inure to the benefit of heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto. The rights and benefits to the Grantee shall be assignable by the Grantee without the consent of Grantor, but any such assignment shall be subject to the terms and conditions of the Easement Deed. This easement shall run with the land and shall burden the property described in Exhibit "A".

Dated this _____ day of _____, 2025

Mayor, City of Goldendale

Attest:

City Clerk

Dated this _____ day of _____, 2025.

Grantor(s)

STATE OF WASHINGTON }
 }
County of _____} **SS (CORPORATE ACKNOWLEDGEMENT)**

On This _____ day of _____, _____ personally appeared before me
_____ to me known to be the _____ of the municipal
corporation that executed the within and foregoing instrument and acknowledged said
instrument to be the free and voluntary act and deed, of said corporation, for the uses and
purposes therein mentioned, and on oath stated that he/she is authorized to execute said
instrument.

IN WITNESS whereof I have hereunto set my hand and affixed my official seal.

Print Name _

Notary Public In and for the State of

My appointment expires:

EXHIBIT “A”

Goldendale School District 404
04162131000100

Having an interest in the property hereinafter described:

ALL OF NE1/4 of the SW1/4 INCLUDING TAX LOTS 41-A, 29 & 30 IRR TRACTS, Section 21, Township 4 North, Range 16 East, W.M., Klickitat County, Washington.

For and in consideration of good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to the City of Goldendale, a municipal corporation, an easement over, across and through a strip of land described as follows:

Commencing at the Center of Section 21, Township 4 North, Range 16 East, W.M., Klickitat County, Washington; THENCE South 3°07'14" West, 851.55 feet to a point on the westerly right of way of Roosevelt Street and the True Point of Beginning; THENCE South 89°50'48" West, 1,262.52 feet to the Easterly right of way of S. Schuster Ave. and the terminus.

EXHIBIT "B"

