

Appendix E – DRAINAGE EASEMENT AGREEMENT AND DEED

AFTER RECORDING RETURN TO:

**Alderbrook Golf & Yacht Club
330 E Country Club Dr. E
Union, WA 98592**

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|--|------------------------------|
| DOCUMENT TITLE: | Easement Grant and Agreement |
| REFERENCE NUMBERS OF RELATED DOCUMENTS: | N/A |
| GRANTORS: | Alderbrook Golf & Yacht Club |
| GRANTEES: | |
| LEGAL DESCRIPTIONS: | (both) |
| ASSESSOR'S TAX PARCEL NUMBERS: | (both) |

EASEMENT AGREEMENT AND DEED

1. Parties.

a. Owner/Grantor: The owner of Parcel 1, as legally described below, is Alderbrook Golf and Yacht Club (AGYC), a Washington State nonprofit homeowners' association.

b. Owners/Grantees. The owners of the vested interest Parcel 2, as legally described below, are _____.

2. Parcels.

a. Parcel 1 (Golf Course): Parcel 1 is legally described as follows:

b. Parcel 2 (Lot). Parcel 2 is legally described as follows:

3. Purpose. The purpose for this Easement Agreement and Deed is to allow the Grantees to connect drainage facilities located on their Lot to drainage facilities owned and installed by Grantor on their Golf Course. This benefits the Grantees by providing them with a reasonable means to drain naturally-occurring water from their Lot. It benefits Grantor by ensuring that water draining onto their Golf Course is appropriately drained onto their Golf Course, and then by their facilities once it enters the Golf Course. "Drainage facilities" includes ditches, pipes, and other improvements used as part of a system to drain water from one location to another. The drainage facilities as they exist on the Lot, and on the Golf Course within ____feet of the Lot, are as illustrated in the attachment hereto, which is made a part hereof by this reference.

4. Maintenance and Repair. The Grantees promise to maintain, repair and/or improve the drainage facilities in at least the capacity of Grantee's facilities as of the date hereof, or the capacity to which the same may be improved at any time in the future, whichever is greater, on their Lot so that water carried thereby drains into the drainage facilities on the Golf Course. The Grantor promises to maintain, repair and/or improve, at its sole discretion, the existing drainage facilities on their Golf Course so that no harm is done to the Grantee's Lot by the failure of the Grantor's facilities to drain water from Grantees' facilities, in at least the capacity of Grantor's facilities as of the date hereof. The Grantees are responsible for inspecting the drainage facilities on both the Lot and the Golf Course to ensure that they are operational and adequate to serve their purposes at all times, and of notifying the Grantors of any perceived deficiencies.

5. Release, Hold Harmless, and Indemnification. Grantees promise to release, hold harmless, and indemnify Grantor from any and all claims arising from the connection of the drainage facilities on their Lot to the drainage facilities on the Golf Course, or related in any way to the subject matter of this Agreement. “Grantees” include the current owners of the Lot, their successors in interest, their personal representatives, heirs, assigns, agents, employees and contractors, and anyone else who may have any interest through Grantees in any way in any claims having to do with the subject matter of this Agreement. “Grantor” means Alderbrook Golf and Yacht Club, and its Board of Directors, directors, officers, agents, employees, contractors and volunteers. Grantees understand that Grantor is only willing to allow connection to its drainage facilities if it is assured, by this promise to release, hold harmless and indemnify, that claims will not be brought against it relating in any way to the subject matter of this Agreement.

6. Easements.

A. In favor of Grantees. Grantor hereby grants and conveys an easement of passage to Grantees, and their successors in interest, contractors, agents and employees, across that portion of the Golf Course immediately adjacent to the Lot, and within _____ feet of the Lot, for the sole purpose of inspection of the drainage facilities on the Golf Course that are used for drainage of water delivered to the Golf Course drainage facilities from the drainage facilities on the Lot. Grantees understand that these facilities are located on a busy, working Golf Course, and they agree to restrict their passage to the minimum needed to inspect the facilities. They agree specifically to not interfere with golfers in any way whatsoever, to not conduct any inspections when golfers are reasonably present, and that they are solely responsible for their safety and the safety of their successors in interest, contractors, agents and employees. They understand that the protections of paragraph 5 above apply to all of these when on the property of Grantor, including as to injury from struck golf balls.

B. In favor of Grantors. First, Grantees acknowledge that Grantor owns certain easement rights over the Lot, as properly granted and recorded in applicable plat maps, covenants, conveyances and other documents. In addition to these Easement rights, Grantees grant and convey to Grantor the right-of-passage onto the Lot for the purpose of inspecting the drainage facilities on the Lot that are used for drainage of water from the Lot onto the Golf Course. Such passage will be restricted to the minimum need to inspect the facilities. Grantees further grant and convey to Grantor the right to perform improvements to the drainage facilities on the Lot, when the same are reasonably necessary to respond to an emergency that has caused or is reasonably believed to become the cause of substantial damage to the Golf Course, defined as damage the cost of repair of which is, or will be, more than \$1000. If such an

emergency exists, Grantor will make reasonable attempts to notify Grantees, and discuss remedial measures with them, but Grantee may take reasonable measures, in its discretion, to restrict damages to the Golf Course to the amount of \$1,000, so long as such measures are reasonably related to the damages to the Lot caused by the remedial actions of Grantors. Grantors will be responsible for restoring the premises of Grantees, provided that Grantees are responsible as set forth above for all other aspects of any related claims, and that the cost of restoration will account for damages to the Lot caused by the emergency conditions, and damages that would have been caused but for Grantors' remedial measures.

DATED this _____ day of _____, 20____.

Grantee(s): _____

DATED this _____ day of _____, 20____.

Grantor: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF MASON)

On this _____ day of _____, 20____, I certify that I know or have satisfactory evidence that _____ is/are the person(s) who personally appeared before me, and said person(s) acknowledged that (she/he/they) signed this instrument and acknowledged it to be (her/his/their) free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal affixed the day and year first above written.

Affiant Known
 Affiant produced ID
 Type of ID _____

 PRINT NAME:
 NOTARY PUBLIC IN AND FOR THE STATE OF
 WASHINGTON, residing in _____
 My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF MASON)

On this _____ day of _____, year __, personally appeared before me
, personally known to me or provided to me on the basis of satisfactory evidence to be the
president of ALDERBROOK GOLF & YACHT CLUB, the corporation that executed the foregoing
instrument, and acknowledged the 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
is authorized to execute the said instrument.

WITNESS my hand and official seal affixed the day and year first above written.

Affiant Known _____
Affiant produced ID PRINT NAME:
Type of ID _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
residing in _____

My commission expires: _____