

## EASEMENT FOR UTILITIES

THIS EASEMENT is made on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”) by \_\_\_\_\_, a Washington corporation (“Grantor”).

1. Grant and Location of Easement. Grantor hereby grants and conveys to the City of DuPont, a municipal corporation (“Grantee”), its successors and assigns, a non-exclusive utility easement (“Easement”) with immediate right of entry and continued access over, under, and across the real property legally described on Exhibit “A” and depicted on Exhibit “B” (the easement area).

2. Purpose of Easement. The purpose of this Easement is for the construction, improvement, maintenance, and repair of underground utilities, including but not limited to an underground water, storm drainage, and sanitary sewer pipes, and other appurtenant structures.

3. Maintenance of Easement. Grantee shall maintain and repair the utility pipes, water mains, and its appurtenant structures so as not to damage the property burdened by this Easement, or any other property.

4. Interference. Grantor may use the surface above the Easement, PROVIDED that its use does not interfere with or cause damage to the utility pipes, water mains, and appurtenant structures, PROVIDED FURTHER that prior to constructing any building or planting any trees within the Easement Grantor shall obtain the written consent of Grantee, which consent shall not be unreasonably withheld. Grantor may construct a fence or other obstruction on Grantor’s property, PROVIDED however that Grantor does not prohibit or impede Grantee’s access to the Easement. Grantor may grant other non-exclusive easement rights in and to the Easement; PROVIDED, however, that no other utility pipe, line, or structure shall be located closer than five (5) feet parallel to the Grantee’s utility pipe, water main, and/or appurtenances; and, PROVIDED FURTHER, that prior to installation of any utility pipe, line, or structure that crosses the Easement, Grantor shall obtain the written consent of Grantee, which consent shall not be unreasonably withheld. If, in exercising any right to use the surface above the Easement or grant other easements, the Easement is disturbed, Grantor shall return the Easement to its condition prior to its disruption, at Grantor’s sole cost and expense.

5. Title. The Grantor warrants that the Grantor has good title to the above property.

