

WHEN RECORDED RETURN TO:

City of Kent  
220 Fourth Avenue South  
Kent, Washington 98032  
ATTN: City Clerks Office

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**Grantor:** [Enter Name of Grantor and Type of Entity]

**Grantee:** City of Kent, a Washington municipal corporation

**Abbreviated Legal Description:** [Enter Abbreviated Legal]

**Additional Legal Description:** On page \_\_\_\_ of document

**Assessor's Tax Parcel ID Nos.** [Enter Parcel Number(s)] **STR:** [XX-XX-XX]

**Project Name:** [Enter Unique Project Name] **Permit No.:** KIVA [Enter Number]

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## UTILITY EASEMENT

THIS INSTRUMENT is made and entered into this \_\_ day of \_\_\_\_\_ 20[\_\_\_], by and between [Enter Name of Entity], a [Enter Type of Entity] ("Grantor"), and City of Kent, a Washington municipal corporation ("Grantee").

Grantor, for and in consideration of mutual benefits derived and/or other valuable consideration, receipt of which is hereby acknowledged by Grantor, grants and conveys to Grantee an easement for [Specify Utility] with necessary appurtenances, for the installation, operation, maintenance, extension, construction, alteration, reconstruction and repair over, under, through, across and upon the following described real property, situated in King county, Washington:

### SEE EXHIBIT "A" ATTACHED

Grantee shall have the right, without prior institution of suit or proceeding at law, at times as may be necessary, to enter upon the above-referenced property, as generally depicted in Exhibit "B," attached hereto and made a part hereof, including any immediately adjacent incidental areas, with the necessary equipment for the purposes of altering, installing, operating, maintaining, extending,

constructing, repairing, and reconstructing [Specify Utility] facilities, or making connections to those systems, without incurring any legal obligation or liability; provided, however, that the private improvements existing within this easement area and the immediately adjacent incidental areas shall not be disturbed or destroyed, or in the event they are disturbed or destroyed, they will be restored to substantially the same condition as they were immediately before the properties were entered upon by the Grantee.

Grantor shall retain the right to use the surface of this easement, including the immediately adjacent incidental areas, so long as that use does not interfere with the Grantee's uses as described in this document. Under no circumstances shall any structures be placed or erected on this easement. Grantor shall not change the surface grades, except as approved in advance by the Grantee, in any manner that would unreasonably interfere with ingress, egress and access by the Grantee for the installation, operation, maintenance, extension, construction, reconstruction or repair of the facilities.

Grantee shall at all times exercise its rights under this easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee accepts the easement area in its present physical condition, AS IS. Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by Grantor in connection therewith, arising directly or indirectly on account of or out of the negligent exercise by Grantee, its servants, agents, employees and contractors of the rights granted in this easement.

This easement shall be a covenant running with the land, and shall bind Grantor's successors, heirs and assigns, and all future owners of the real property affected by this easement.

GRANTOR:

[Name of Entity],

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person  
acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was  
authorized to execute the instrument and acknowledged it as the \_\_\_\_\_  
of \_\_\_\_\_, a Washington limited liability company to  
be the free and voluntary act of such party for the uses and purposes mentioned in  
the instrument.

Dated: \_\_\_\_\_

*-Notary Seal Must Appear Within This Box-*

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day  
and year first above written.

\_\_\_\_\_  
(Signature)  
NOTARY PUBLIC, in and for the State  
of Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

EXHIBIT A

REPLACE THIS PAGE AND INSERT LEGAL DESCRIPTION OF EASEMENT HERE

EXHIBIT B

REPLACE THIS PAGE AND INSERT GRAPHIC DETAIL OF EASEMENT HERE