

Requested By And
When Recorded Mail To:

Firgrove Mutual Inc.
10408 144th St E
Puyallup, WA 98374

DOCUMENT TITLE: *EASEMENT FOR WATER LINES*
REFERENCE NUMBER OF RELATED DOCUMENT:
GRANTOR(S):
ADDITIONAL GRANTORS ON PAGE OF DOCUMENT
GRANTEE(S): FIRGROVE MUTUAL INC.
ADDITIONAL GRANTEES ON PAGE OF DOCUMENT
ABBREVIATED LEGAL DESCRIPTION:
ASSESSOR'S TAX / PARCEL NUMBER(S):

EASEMENT FOR WATER LINES

The undersigned, _____ (“Grantor”), for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants, conveys, and warrants to Firgrove Mutual Inc., a non-profit mutual corporation in Pierce County, Washington (“Grantee”), and its successors and assigns, a permanent easement for water lines including water lines and appurtenances thereto (“Easement”) as follows:

1. **Nature and Location of Easement.** Grantor owns that certain real property legally described in *Exhibit “A”*, attached hereto and incorporated herein by this reference (the “Real Property”). The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through, and under a portion of the Real Property, such Easement as legally described on *Exhibit “B”* and as described and depicted on *Exhibit “C”* attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using, and operating water lines, together with all facilities, connectors, and appurtenances (“Water Lines”), including the right of ingress and egress thereto for said purposes.
2. **Right of Entry.** Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real Property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use, and operate the Water Lines for the purposes of serving the Real Property and other properties with utility service. Grantee agrees to restore the Easement as nearly as reasonably possible to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Water Lines.

3. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit, or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Water Lines or endanger the lateral or other support of the Water Lines without Grantee's prior written approval. Grantor further agrees that no structure or obstruction including, without limitation, fences, retaining walls, and rockeries shall be erected over, upon, or within the Easement, and no trees, bushes, or other shrubbery shall be planted or maintained within the Easement, provided Grantor may use the surface of the Real Property within the Easement so long as such use does not interfere with the Easement or the Water Lines.

4. Binding Effect/Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs, and assigns. Grantor warrants that Grantor has fee title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement.

5. Recording. Upon its execution, the Easement shall be recorded with the Pierce County Auditor.

DATED this _____ day of _____, _____.

GRANTOR(S)

By _____

By _____

(Print or type name(s))

Its _____
(Print or type position held)

ACKNOWLEDGEMENT OF INDIVIDUAL SIGNER

STATE OF _____)
) ss.
COUNTY OF _____)

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 and acknowledged it to be his/her free and voluntary act, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, _____.

(Printed Name)
NOTARY PUBLIC in and for the State of
Washington.
My Commission Expires _____

ACKNOWLEDGEMENT OF CORPORATE SIGNER

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____, to be the free and voluntary act of such entity, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this _____ day of _____, _____.

(Printed Name)
NOTARY PUBLIC in and for the State of
Washington.
My Commission Expires _____

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT A
SAMPLE

insert "Real Property" legal description – maintain 1-inch margins on all sides

For example,

That portion of the South 125 feet of the East 318.5 feet of the S ½ of the SE ¼ of the NE ¼ of the NE ¼ of Section xx, Township yy North, Range zz East, Willamette Meridian, in King County, Washington.

Or

Lot x of the Plat of xx recorded on Pages yyy to zzzz, Volume X of Plats, located in King County, Washington.

EXHIBIT B
SAMPLE

insert "Easement" legal description – maintain 1-inch margins on all sides

insert legal description of access road, if applicable

For example,

The water easement occupies that portion of the west half of the northeast quarter of the northeast quarter of Section xx, Township yy N, Range zz E, Willamette Meridian, in King County, Washington, known as Tax Lot No. _____-_____, lying within the area described as follows:

Commencing at the southeast corner of said property, thence $N0^{\circ}48'12''E$ for a distance of 15.00 feet, thence $N89^{\circ}32'3''W$ for a distance of 161.61 feet, thence ... to the point of origin of this description.

The access road along the water easement occupies that portion of the west half of the northeast quarter of the northeast quarter of Section xx, Township yy N, Range zz E, Willamette Meridian, in King County, Washington, known as Tax Lot No. _____-_____, lying within the area described as follows:

Commencing at the southeast corner of said property, thence $N0^{\circ}48'12''E$ for a distance of 12.00 feet, thence $N89^{\circ}32'3''W$ for a distance of 161.61 feet, thence ... to the point of origin of this description.

EXHIBIT C
SAMPLE

insert description of “Easement” and access road (if applicable), together with a pictorial depiction of the location on the “Real Property” – maintain 1-inch margins on all sides

For example,

The water easement is a 15-foot-wide easement along the southern boundary of the Real Property described in Exhibit A. A 12-foot wide gravel access road is centered on the water easement. A pictorial representation of the easement and access road, including hammerhead turnaround, is attached.