

FORM C3 - WATER EASEMENT

EASEMENT FOR WATER MAINS

Project Name: _____

Recording Requested By And
When Recorded Mail To:
King County Water District No. 125
P.O. Box 68147
Tukwila, WA 98168

DOCUMENT TITLE: *EASEMENT FOR WATER LINES*
REFERENCE NUMBER OF RELATED DOCUMENT: *Not Applicable*
GRANTOR(S):
ADDITIONAL GRANTORS ON PAGE ____ OF DOCUMENT
GRANTEE(S): King County Water District No. 125
DISTRICT 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 King County Water District No. 125, a municipal corporation in King 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, installing, 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 Department of Records and Elections, King County, Washington.

DATED this _____ day of _____, _____.

GRANTOR(S)

By _____

By _____

(Print or type name(s))

Its _____

(Print or type position held)

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 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 _____

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 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 _____

EXHIBIT A

EXHIBIT B

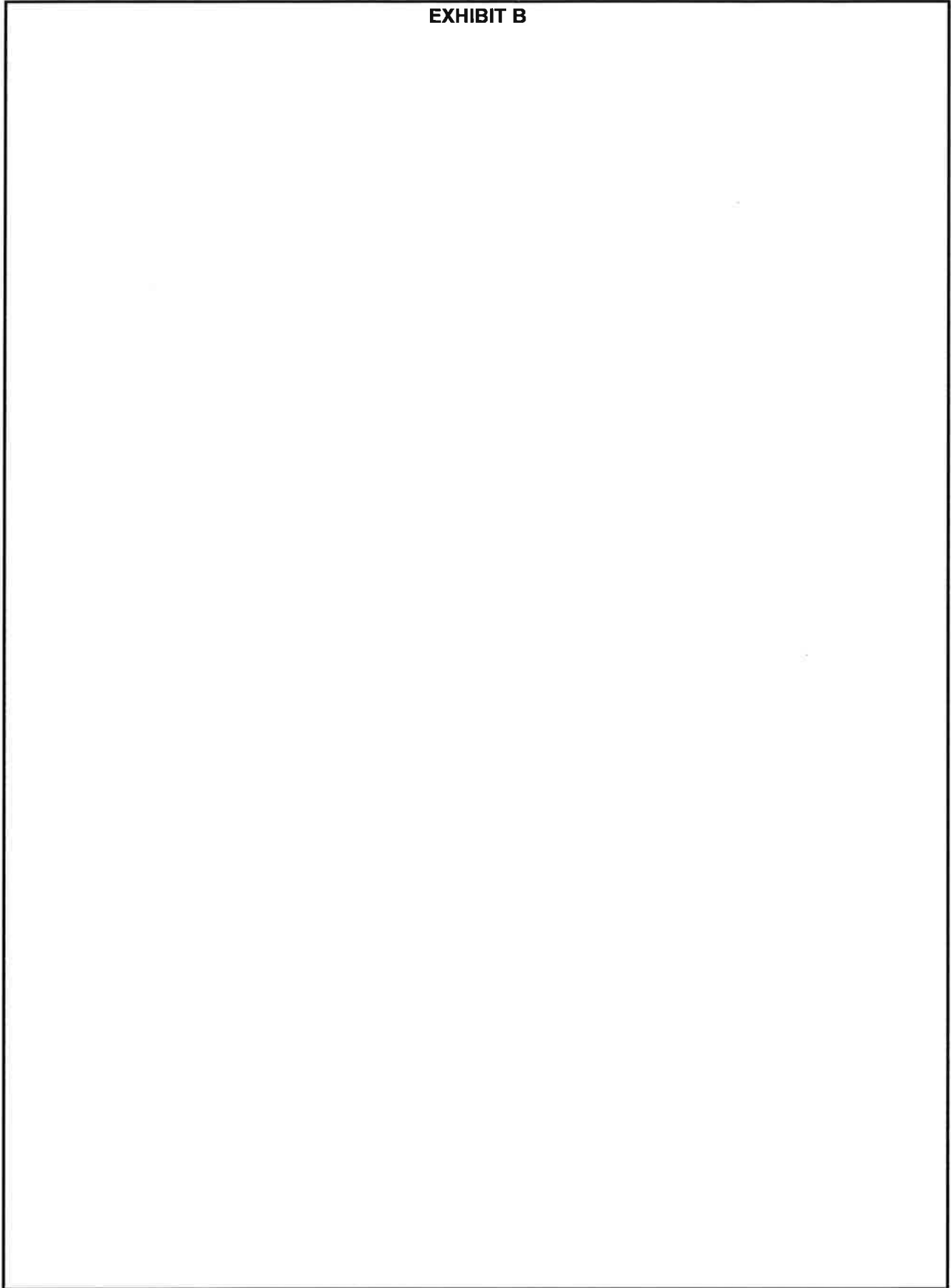


EXHIBIT C

When Recorded Return To:

King County Water District No. 125
P.O. Box 68147
Tukwila, WA 98168

<p>Document Title(s) (or transactions contained therein):</p> <p><input type="checkbox"/> Easement</p> <p><input type="checkbox"/> Bill of Sale</p> <p><input type="checkbox"/> Other _____</p>
<p>Reference Number(s) of Documents assigned or released:</p> <p>Q Additional reference #'s on page _____ of document</p>
<p>Grantor(s) (Last name first, then first name and initials)</p> <p>1.</p> <p>2.</p> <p>3.</p> <p>4.</p> <p><input type="checkbox"/> Additional names on page _____ of document.</p>
<p>Grantee(s) (Last name first, then first name and initials)</p> <p>1. King County Water District No. 125</p> <p>2.</p> <p><input type="checkbox"/> Additional names on page _____ of document.</p>
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range)</p> <p><input type="checkbox"/> Additional legal is on page _____ of document.</p>
<p>Assessor's Property Tax Parcel/Account Number</p> <p><input type="checkbox"/> Assessor Tax # not yet assigned.</p>
<p>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 provided herein.</p>