

Developer-Installed Water Main Project

Sample Easement Conditions

Seattle Public Utilities

Note: The following samples are some, but not necessarily all, conditions of an easement.

Water Main Restrictions

Grantor hereby agrees that no building, fence, wall, rockery, trees, shrubbery or obstruction of any kind shall be erected or planted or permitted to remain within the boundaries of said easement area without the written permission of the City of Seattle's Director of Seattle Public Utilities, and that no excavation shall be made within three feet (3') of said water main, and that the earth cover over said water main shall be maintained at not less than thirty-five inches (35") nor more than forty-eight inches (48").

Hazardous Substances

Grantor hereby agrees to release, indemnify hold harmless and defend the Grantee from and against all claims, lawsuits, damages, attorneys' fees, disposal costs and costs of any kind relating to hazardous substances or pollution on, beneath or emanating from the easement. Grantor's duties relating to hazardous substances or pollution shall include, but not be limited to, the duty to comply and to pay all costs of complying with federal, state and local laws and all worker health and safety costs.

Hydrant and/or Meter Restrictions

Grantor hereby agrees that no building, fence, wall, rockery, trees, shrubbery or obstruction of any kind shall be erected or planted or permitted to remain within the boundaries of said easement area without the written permission of the City of Seattle and that no excavation shall be made within three feet (3') of said water service facilities, and that the surface level of the ground within the easement area shall be maintained at the same elevation as that of the hydrant and/or water meter vault cover.

Restoration of Permitted Improvements

Grantee or its agents shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary to enter upon said easement area for the purposes herein described, without incurring any legal obligation or liability therefore, provided that such work shall be accomplished in such a manner that the private improvements existing in said work area shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed, they shall be replaced in as good condition as they were immediately before the property was entered upon by the City.

Restoration of Paved Areas

Grantee, or its agents shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said easement area for the purposes herein described, without incurring any legal obligation or liability therefore, and Grantee shall not be responsible for the restoration or repair of any of Grantor's improvements destroyed or damaged by Grantee within said easement area caused by the installation, repair or reconstruction of aforesaid water service facilities, EXCEPT that where excavation is required in paved areas such areas will be restored by standard patching procedure.

Use of Adjacent Area

Also granting to the Grantee, its agents or assigns, the use of such additional area immediately adjacent to said easement area as shall be required for the construction, maintenance and operation of said water service facilities within the above described easement area, the use of such additional area to be held to a minimum and returned to a condition as good as it was immediately before the property was entered upon by Grantee or its agents.

Closing

This agreement and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, and shall run with the land.