**RETURN TO:** Anchorage Recording District

Anchorage Water & Wastewater Utility

Planning Department

3000 Arctic Blvd AWWU Project # 000000XXXX

Anchorage, AK 99503 Tax # 000-000-00

# WATER EASEMENT

THIS AGREEMENT, made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20XX, by and between **(INSERT NAME(S) HERE),** hereinafter called GRANTOR, whose address is **(INSERT ADDRESS HERE), Anchorage, Alaska (UPDATE ZIP CODE)**, and **THE MUNICIPALITY OF ANCHORAGE, ANCHORAGE WATER AND WASTEWATER UTILITY**, hereinafter called the GRANTEE, whose address is 3000 Arctic Boulevard, Anchorage, Alaska, 99503-3898

W I T N E S S E T H

The Grantor does hereby grant an easement and right of way in perpetuity, with the right, privilege, and authority to GRANTEE, its successors, and assigns, for the construction, operation, maintenance, and repair of a water line and appurtenances within, across, and under the following described real property, to wit:

That portion of Block 2, Lot 10, Mellowoods Subdivision, according to Plat 69-45, Recorded in the Anchorage Recording District, Third Judicial District, Seward Meridian Alaska, and being more particularly described as follows:

**Beginning at the northwest corner of said Block 2, Lot 10, the TRUE POINT OF BEGINNING; thence N 89º58’24” E a distance of 5.00 feet; thence S 00º01’36” E a distance of 2.30 feet; thence S 89º58’24” W a distance of 5.00 feet; thence N 00º01’36” W a distance of 2.30 feet to the TRUE POINT OF BEGINNING; as shown on the attached drawing. This easement is to encompass approximately 11.50 square feet.**

and that only such rights in the land described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, maintenance, and repair of said utilities and appurtenances, reserving unto the property owners the right to use said property in any way and for any purpose not inconsistent with the rights hereby acquired; provided that GRANTEE shall have the right, without prior institution on any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose 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 easement area shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed they shall be replaced in as good a condition as they were immediately before the property was entered upon by GRANTEE; and provided that no building or buildings or other permanent structures shall be constructed or permitted to remain within the boundaries of said easement without written permission of GRANTEE, its successors, or assigns.

This agreement shall be a covenant running with the land and shall be binding on the GRANTOR, heirs, executors, administrators, and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seals this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20XX.

GRANTOR: **(INSERT NAME HERE)**

**(Insert Company, Organization, or Entity, etc.… Here)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

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

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

STATE OF ALASKA )

)ss.

THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20XX, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

OR

This is to certify that on this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20XX, personally appeared **Name of Person**, the **Title of Person of the Organization, Corporation, or Entity, etc….**, known to me to be the person who acknowledged that they executed the foregoing instrument on behalf of the **Organization, Corporation, or Entity, etc….**, freely and voluntarily and for the purposes therein stated.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public for the State of Alaska

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

THIS IS TO CERTIFY that Anchorage Water and Wastewater Utility, Grantee herein, hereby accepts for public purposes the real property, or interests therein, described in this instrument and consents to the recordation thereof.

GRANTEE: **ANCHORAGE WATER AND WASTEWATER UTILITY**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Mark A. Corsentino, P.E. Date:

Its: General Manager

STATE OF ALASKA )

)ss.

THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20XX, by Mark A. Corsentino, General Manager of the Anchorage Water and Wastewater Utility.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public for the State of Alaska

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WATER EASEMENT

Approximately 8,513 Square Feet

**FOREST GROVE SUBDIVISION**

**LOT 1A**

Tax ID: 014-083-01 Plat 98-132

Grid SW2135