

Instruction Cover Sheet

Tanner Electric Cooperative Utility Easement Agreement

- This page is a cover page containing information solely to comply with strict county recording requirements and is not part of the document being recorded itself.
- **Only single-sided copies of the document are accepted.**
- All signatures must be original and in blue ink.
- All signature(s) must be notarized.
- Do not staple, hole punch, or make any marks other than signatures and dates on the Agreement.
- Do not handwrite any additional notes or comments to the document.
- Do not change the margins, as the Recorder's office has strict requirements for the recordation of this document. If you have any questions, please contact Tanner Electric Cooperative before signing the documents.
- Tanner Electric will print the easement documents and notarize them for our members at no charge if you come to the North Bend office.
- Return the Signed Utility Easement Agreement to:

**Tanner Electric Cooperative
Po Box 1426
North Bend Washington 98045**

- Tanner Electric will record the original documents with the county.

AFTER RECORDING MAIL TO:

**Tanner Electric Cooperative
PO Box 1426
North Bend, WA 98045**

UTILITY EASEMENT AGREEMENT

GRANTOR(S):

Property Owner (s) Name

Property Owners (s) Name

GRANTEE: Tanner Electric Cooperative

Tax Account No (s): _____
County Parcel Tax ID Number

- A. Grant and Location of Easement. In consideration of Grantee's agreement to provide electric service to Grantor and without other financial compensation by Grantee, Grantor hereby grants and conveys to Tanner Electric Cooperative, a Washington mutual corporation, ("Grantee"), its successors and assigns, a perpetual nonexclusive utility easement ("Easement") with immediate right of ingress and egress and continued access over, under, and across the real property legally described on Exhibit "A." (a/k/a Tax Parcel _____).

- B. This Easement agreement shall run with the property and be binding on the parties, their successors, and assigns. The Grantor warrants that the Grantor has good title to the Property. The Easement shall be fifteen (15) feet in width, the center line of which shall be the Grantee's facilities as installed.

- C. The easement shall include the right:
1. to install, lay, construct, operate, repair, alter and maintain underground conduit and cable lines for transmitting and distributing electric power, including all cables, switchgear, transformer enclosures, meters, ground connections and supports and poles necessary or desirable in connection therewith; and
 2. to install, construct, operate, repair, alter and maintain overhead pole lines for transmitting and distributing electric power, including all cables, switchgear, transformer enclosures, meters, ground connections, supports and poles and all accessory equipment necessary or desirable in connection therewith one or more underground or overhead electric distribution and/or transmission lines, including wires, poles, towers, anchors, guys, and appurtenant equipment over the Property;
 3. to cut and keep clear all trees, vegetation, growth and undergrowth that may interfere with or threaten to endanger the operation and maintenance of the transmission and distribution lines;
 4. to maintain, construct, reconstruct, inspect, alter, improve, upgrade, remove, relocate, adjust and readjust all of the above facilities;
 5. to authorize telephone, cable television and other utility or utility like communications service providers to install, operate, repair, alter and maintain their lines, cables, transmission devices and other equipment in the Easement on Grantee's poles and/or in underground trenches along with Grantee's conduit for telephone, television and other communication purposes.
- D. The Grantee shall reasonably restore, repair and/or replace existing infrastructure, landscaping or access that was damaged during the course of installation. Repairs shall be made to a condition at least equal to that which existed immediately prior to work.

EXHIBIT "A"

LEGAL DESCRIPTION