



**CITY OF WENATCHEE**

P.O. BOX 519 • WENATCHEE, WASHINGTON 98807-0519 • (509) 888-3200

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**DEPARTMENT OF PUBLIC WORKS  
PRE-APPROVED PLANS POLICY**

**Policy G-1: EASEMENT WIDTH POLICY AND EASEMENT RECORDING DOCUMENTS**

Recorded easements are used to encompass utilities or street improvements that cross private property. When easements must be established for public utilities, the following table of minimum widths must be met unless otherwise approved by the Public Works Department:

<u>Utility</u>	<u>Minimum Easement Width</u>
Sanitary Sewer Main- 8" or greater	
less than 12' deep	20'
between 12' and 20' deep	30'
greater than 20' deep	50'
Private Side Sewer – 6"	10'
Water Main	15'
Hydrant	5"
Private Water Service	5'
Storm Drain Main Line 8" or greater	15'
Private Storm Line – 6" or less	10'

Right of Way Easement widths are based on the dimension of the Right of Way Improvement. Easement Documents should be prepared on City of Wenatchee Easement Recording Document Templates on the following pages.

***Apple Capital of the World***

After recording return document to:

**City of Wenatchee**  
**PO Box 519**  
**Wenatchee, WA 98807-0519**

**WENATCHEE DEPARTMENT OF PUBLIC WORKS**  
**RIGHT OF WAY EASEMENT**

**Document Title:** Right of Way Easement  
**Reference numbers of related document(s):**  
**Grantor(s):**  
**Grantee:** City of Wenatchee, a Washington Municipal Corporation  
**Legal Description:**  
**Assessor's Property Tax Parcel Account Number(s):**

This RIGHT OF WAY EASEMENT ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, ("Grantor(s)") and the City of Wenatchee, a Washington Municipal Corporation ("Grantee").

Grantor(s) and Grantee have worked cooperatively to provide for right of way to meet the Grantee's existing and future needs in the area of Grantor's property. This effort has been done based on best management practices and the codes and regulations now in effect. The parties intend to continue to work cooperatively to accommodate each other's needs in the future.

Grantor is the owner of the real property legally described as follows:

For legal description and additional conditions See  
Exhibit A attached hereto and made a part hereof

Grantor, for and in consideration of valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys, and warrants unto Grantee, its successors and assigns, a perpetual, nonexclusive easement for a Right of Way and related appurtenances now in place or hereafter constructed over, under, in, along, across, together with the right of ingress and egress upon the property that is described above for access to said easement area described in Exhibit A.

In case of emergency, Grantee shall have the right, without prior notice or proceeding at law, to enter upon the property for purpose of construction, repair and/or reconstruction of said Right of Way and related appurtenances or making any connections therewith. In all other cases, Grantee shall notify Grantor of the need to enter onto the Easement prior to doing so.

Grantee shall, upon completion of any work within the property, restore the surface of the Easement and any private improvements disturbed or destroyed during the execution of the work, as nearly as practicable, to the condition they were in before commencement of the work or entry by Grantee.

Grantor may continue to use and enjoy the property, including the right to use the surface of the property, provided that (1) such use shall not in any way interfere with construction, installation, maintenance, repair, alteration, or reconstruction of Grantee's said Right of Way and related appurtenances; (2) Grantor shall not construct any structures or improvements upon the Easement area; and (3) Grantor shall not plant vegetation having deep root patterns (such as trees) which may cause damage to or interfere with the right-of-way improvements placed within the Easement by Grantee.

In any legal action between the parties hereto to enforce any of the terms of this Easement, the prevailing party shall be entitled to recover all its expenses incurred in connection therewith, including reasonable attorney's fees, including and in connection with appeals.

This Easement contains the entire understanding between the parties and supersedes any prior understanding and agreements between the parties respecting the Easement. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Easement which are not fully expressed herein.

This Easement shall be recorded with the Chelan County Recorder, shall run with the land described herein, and shall be binding upon the parties, their heirs, successors-in-interest, and assigns.

IN WITNESS WHEREOF the Grantor and the Grantee have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2023.

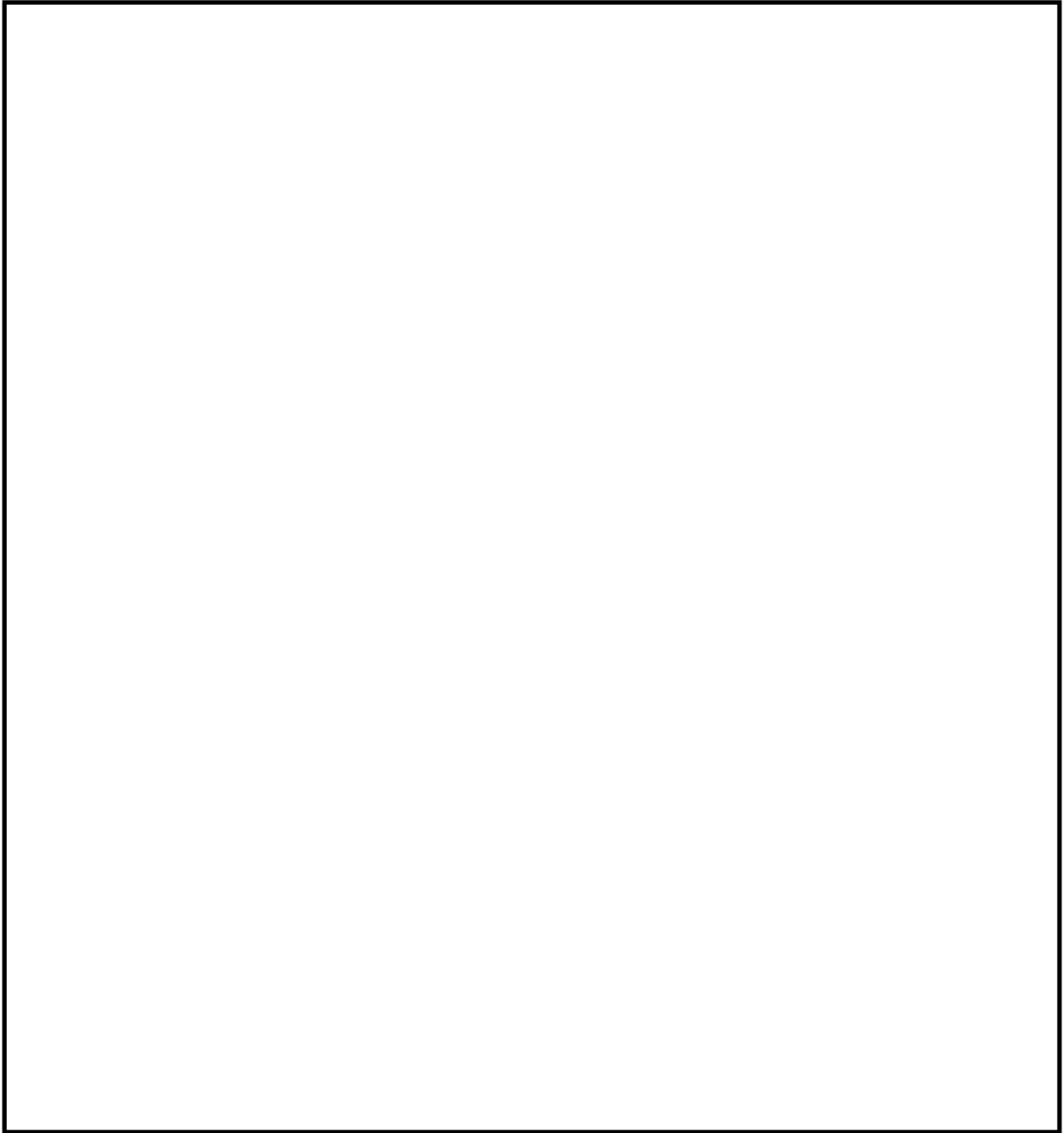
GRANTOR:

\_\_\_\_\_

GRANTEE:  
CITY OF WENATCHEE

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

**Exhibit A**  
Map Drawing





**Partnerships Only:**

OWNER(S) OF REAL PROPERTY

(Name of Partnership or Joint Venture): \_\_\_\_\_

By General Partner: \_\_\_\_\_

By General Partner: \_\_\_\_\_

By General Partner: \_\_\_\_\_

STATE OF WASHINGTON )

) SS.

County of Chelan )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

\_\_\_\_\_ and \_\_\_\_\_

to me known to be the partnership that executed the \_\_\_\_\_ Easement and acknowledged the said instrument to be the free and voluntary act and deed of each personally and of said partnership, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Notary's Printed Name

Notary Public in and for the State of Washington, residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Corporations Only:**

OWNER(S) OF REAL PROPERTY

(Name of Corporation): \_\_\_\_\_

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

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

STATE OF WASHINGTON )

) SS.

County of Chelan )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the President and Secretary, respectively, of \_\_\_\_\_, the corporation that executed the \_\_\_\_\_ Easement and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Notary's Printed Name

Notary Public in and for the State of Washington, residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_



Return Address:

**City of Wenatchee**  
**PO Box 519**  
**Wenatchee, WA 98807-0519**

**WENATCHEE DEPARTMENT OF PUBLIC WORKS**  
**UTILITY LINE EASEMENT**

Reference numbers of related documents:
Grantor: 1.
Grantee: 1.
Legal Description: 1.
Assessor's Property Tax Parcel Account Number(s):

This \_\_\_\_\_ (WATER, SANITARY SEWER, STORM DRAINAGE, UTILITY)- LINE EASEMENT ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, ("Grantor") and the City of Wenatchee, a Washington Municipal Corporation ("Grantee").

Grantor and Grantee have worked cooperatively to provide for utility lines and associated facilities to meet the Grantee's existing and future needs in the area of Grantor's property. This effort has been done based on best management practices and the codes and regulations now in effect. The parties intend to continue to work cooperatively to accommodate each other's needs in the future.

Grantor is the owner of the real property legally described as follows:

Grantor, for and in consideration of valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys, and warrants unto Grantee, its successors and assigns, a perpetual, nonexclusive easement for a Utility Line and related appurtenances now in place or hereafter constructed over, under, in, along, across, together with the right of ingress and egress upon the property that is described above for access to said easement area described as follows, also depicted on Exhibit A, Map Drawing:

In case of emergency, Grantee shall have the right, without prior notice or proceeding at law, to enter upon the property for purpose of construction, repair and/or reconstruction of said Utility Line and related appurtenances or making any connections therewith. In all other cases, Grantee shall notify Grantor of the need to enter onto the Easement prior to doing so.

Grantee shall, upon completion of any work within the property, restore the surface of the Easement and any private improvements disturbed or destroyed during the execution of the work, as nearly as practicable, to the condition they were in before commencement of the work or entry by Grantee.

Grantor may continue to use and enjoy the property, including the right to use the surface of the property, provided that (1) such use shall not in any way interfere with construction, installation, maintenance, repair, alteration, or reconstruction of Grantee's said Utility Line and related appurtenances; (2) Grantor shall not construct any structures or improvements upon the Easement area; and (3) Grantor shall not plant vegetation having deep root patterns (such as trees) which may cause damage to or interfere with the utilities placed within the Easement by Grantee.

In any legal action between the parties hereto to enforce any of the terms of this Easement, the prevailing party shall be entitled to recover all its expenses incurred in connection therewith, including reasonable attorney's fees, including and in connection with appeals.

This Easement contains the entire understanding between the parties and supersedes any prior understanding and agreements between the parties respecting the Easement. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Easement which are not fully expressed herein.

This Easement shall be recorded with the Chelan County Recorder, shall run with the land described herein, and shall be binding upon the parties, their heirs, successors-in-interest, and assigns.

IN WITNESS WHEREOF the Grantor and the Grantee have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 202\_

GRANTOR:

\_\_\_\_\_

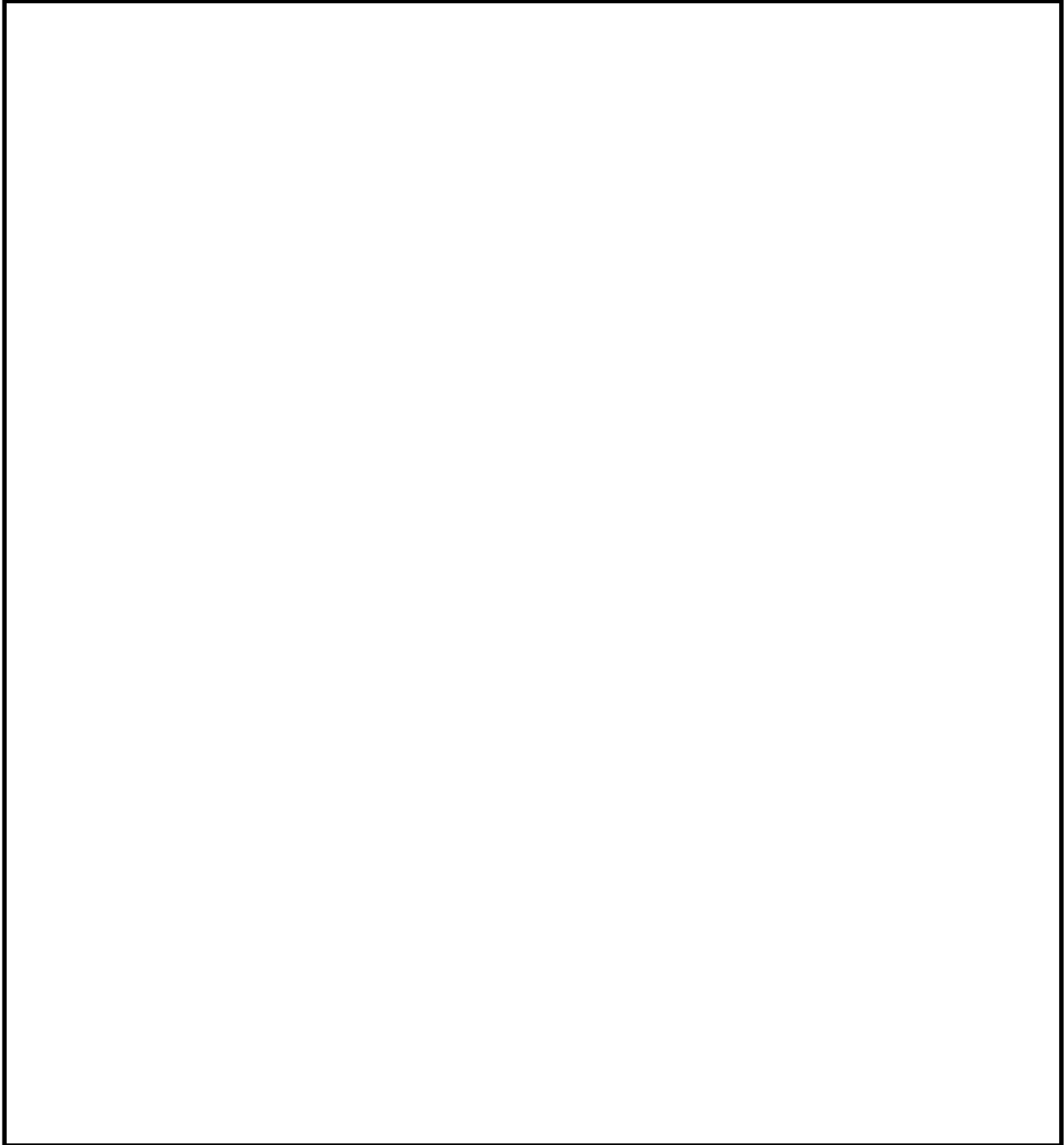
GRANTEE:

CITY OF WENWATCHEE

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

Title: \_\_\_\_\_

**Exhibit A**  
Map Drawing





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OWNER(S) OF REAL PROPERTY

(Name of Partnership or Joint Venture): \_\_\_\_\_

By General Partner: \_\_\_\_\_

By General Partner: \_\_\_\_\_

By General Partner: \_\_\_\_\_

STATE OF WASHINGTON )

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County of Chelan )

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\_\_\_\_\_ and \_\_\_\_\_

to me known to be the partnership that executed the \_\_\_\_\_ Easement and acknowledged the said instrument to be the free and voluntary act and deed of each personally and of said partnership, for the uses and purposes therein set forth, and on oath stated that they were authorized to sign said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Notary's Printed Name

Notary Public in and for the State of Washington, residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Corporations Only:**

OWNER(S) OF REAL PROPERTY

(Name of Corporation): \_\_\_\_\_

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

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STATE OF WASHINGTON )

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WITNESS my hand and official seal hereto affixed the day and year first above written.

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Notary's Printed Name

Notary Public in and for the State of Washington, residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_