

WATER UTILITY EASEMENT

THIS INDENTURE, made and entered into this ____ day of _____, 20____ between BARBARA E. GASTON hereinafter referred to as Grantor, and COLLEGE UTILITIES CORPORATION, INC. an Alaskan Corporation hereinafter referred to as Grantee.

WITNESSETH:

THAT for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, receipt of which is hereby acknowledged, and other valuable consideration, the Grantor has this date bargained and sold, and by these presents does bargain, sell, convey, transfer and deliver unto Grantee, an exclusive easement, and right-of-way, including use by Grantor, in and over the following described property:

A portion of Lot 18 of Section 23, T.1S., R.2W., F.M., Alaska, according to the plat dated May 4, 1953, United States Department of the Interior Bureau of Land Management, located within the Fairbanks Recording District, Fourth Judicial District, State of Alaska, the location of which is more particularly described as follows:

The southerly 20 feet of said Lot 18.

SAID easement and right-of-way shall be subject to the following:

(a) It shall be a perpetual right-of-way easement to construct, maintain and repair water mains, hydrants and appurtenances thereto reasonably necessary for the purpose of conveying water over, across, through and under the above described lands; and specifically including the right of ingress and egress to and from the right-of-way easement, and the right to cut and otherwise keep clear the right-of-way easement of all trees, vegetation, and other obstructions.

(b) **The following conditions apply to this easement:** No building, slabs, foundations, posts, pipes, tanks, or other above or below ground **permanent** obstruction of any kind shall extend through, into, across, or be placed within the easement.

(c) **The following uses are allowed if such use is compatible, adheres to the conditions listed above, and does not interfere with Grantee's use of said easement:** utility service connections, roadways, parking areas, sidewalks, boardwalks, jogging trails, and bike paths. Fencing is allowed. Gates or removable sections shall be provided where fences would restrict access to the Grantee.

(d) The Grantee will restore the ground surface of the Easement to its prior condition after any disturbance of the same by the Grantee.

(e) The Grantee shall be solely responsible for all damages of any type that may result from the Grantee's use and maintenance of the Easement, and the Grantee shall indemnify the Grantor, and its officers and employees, and hold them harmless from any such damages.

Grantor agrees that all such facilities and equipment installed on the described right-of-way easement at Grantee's expense shall remain the property of Grantee.

GRANTOR hereby grants, sells and conveys, the above described perpetual and exclusive Easement and right-of-way unto the said Grantee, its successors, assignees, licensees and permit tees, hereinafter referred to as Grantee, for so long thereafter as it is used for the purpose granted.

THE Grantor does hereby covenant with the Grantee that he is lawfully seized and possessed of the real estate above described; that they have a good and lawful right to convey it or any part thereof, that they will warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, of parties have hereunto set their hands this ___day of _____, 20__.

STATE OF ALASKA)
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 20__ before me, the undersigned a Notary Public in and for the State of Alaska, duly sworn and commissioned, as such, personally appeared _____ to me known to be the person described in and who executed the above and foregoing instrument and acknowledged to me that he signed and sealed the same freely and voluntarily for the uses and purposed therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

Notary Public in and for Alaska
My Commission Expires: _____

Return To:
College Utilities Corporation
PO Box 80370,
Fairbanks, Ak 99708