



2924 SE Lund Avenue, Port Orchard, WA 98366  
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**BILL OF SALE AND CONVEYANCE**

Project Name: \_\_\_\_\_

The Developer, namely, \_\_\_\_\_, for and in consideration of the mutual promises contained in the Contract, hereby grants, bargains, sells, conveys, delivers, and warrants to West Sound Utility District, the following described personal property and real property located in Kitsap County, Washington, to wit:

- 1. (Itemized description of Developer Improvements to be conveyed):

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

- 2. Legal description and tax parcel numbers of all real property and easements to be conveyed:

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

Together with any easements or other existing interests in real property incident thereto and necessary for the ownership, operation, and maintenance of the Developer Improvement.

The Developer covenants and warrants to the District, its successors, and assigns, that the Developer is the owner of the said real and personal property and has good right and authority to sell the same, and that it will and does hereby warrant and agree to defend the sale thereof to the District, its successors, and its assigns against all and every person and/or entity claiming the same, whether said claim is with or without merit.

The Developer further warrants the Developer Improvement is fit for purposes intended, i.e., for use as a water collection and conveyance system or wastewater distribution system, and that the same has been constructed in accordance with this Contract.

The Developer further covenants, warrants, and agrees to repair, correct and bear the cost of any defect concerning any work or material associated with construction of the Developer Improvement which may arise for a two year period from the District's date of acceptance of this Bill of Sale, and to hold the District harmless from any and all costs arising in connection therewith or any and all liability of every kind and nature arising therefrom. When corrections of defects occurring within the warranty period are made, the Developer shall further warrant corrected work for two years after acceptance of the corrected work by the District.

Dated this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

Developer by: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Its duly authorized representative for entry into this Exhibit

Address \_\_\_\_\_

Contact telephone numbers: \_\_\_\_\_

Accepted by WEST SOUND UTILITY DISTRICT on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ pursuant to the District Resolution hereinafter set forth.

Resolution No. \_\_\_\_\_ WEST SOUND UTILITY DISTRICT

By \_\_\_\_\_  
General Manager