

AFTER RECORDING RETURN TO:

West Sound Utility District
2924 SE Lund Avenue
Port Orchard, WA 98366

EASEMENT AGREEMENT FOR UTILITY TRANSMISSION LINES

Summary for Recorder’s Use:

1. **Reference Number** of documents
being assigned or released: *Not Applicable*
Located on page _____ of document.
2. **Grantor (“Developer”)**: _____
3. **Grantee: WEST SOUND UTILITY DISTRICT**
4. **Summary Legal Description:** _____
Additional legal description is on page _____ of document
5. **Assessor's Property Tax Parcel Account Number(s):** _____

PROJECT NAME: _____

_____ (hereinafter called “Grantor”) , for and in consideration of the mutual promises and covenants contained in the Developer Extension Contract with West Sound Utility District, hereby dedicates, conveys and grants to **WEST SOUND UTILITY DISTRICT** (hereinafter called "Grantee") an easement (hereinafter also called “Easement” or “Easement Property”) for water and/or wastewater mains, pumps, appurtenances thereto, and for other future utilities and appurtenances deemed necessary by Grantee under, over and across the Easement Property hereinafter legally described.

The real property (hereinafter called “Total Property”) in which the Easement Property is located is legally described as follow: *(Insert full legal description of Total Property)*

The tax parcel number(s) of the Total Property is/are as follows: _____

The Easement Property, located within a portion of the Total Property, is legally described as follows: *(Insert full legal description of Easement Property)*

For illustrative purposes, a map showing the location of the Total Property and the Easement Property within the Total Property is attached hereto, marked "EXHIBIT A", and by this reference incorporated herein. For recording purposes, it is understood EXHIBIT A must have one-inch margin borders on its top, bottom, and sides.

IN CONSIDERATION of the foregoing recitals and the promises and covenants of Grantor and Grantee hereinafter set forth, they agree as follows:

1. Grantee's Access Rights and Rights in Easement Property. The Grantee shall have the right at all times to enter upon the Easement Property to install, lay, construct, renew, upgrade, operate and maintain its water and/or wastewater transmission lines and other facilities and equipment (hereinafter simply referred to as "District Facilities") under, on, across and/or over the Easement Property as it shall deem necessary in its sole discretion, now and in the future. The District Facilities located at the Easement Property shall be used for the purposes of serving the Total Property and other property parcels and members of the public located within Grantee's jurisdictional boundaries and service area, now and as hereafter configured. In accessing the Easement Property, the Grantee shall have the right at all times to travel over those portions of the Total Property, as it shall deem reasonably necessary to obtain ingress and egress to and from the Easement Property.

2. Easement Time Length. The Easement rights granted to the Grantee in the Easement Property shall last in perpetuity.

3. Unobstructed Easement Property Access by Grantee. The Grantor shall never allow any permanent or other structures to be constructed or installed, or allow any trees or shrubs taller than 18 inches to be planted on or over the Easement Property or in any locations that would make it difficult for Grantee to reasonably access the Easement Property. The Grantor shall also never permit Grantee's access to the Easement Property to ever be obstructed in any fashion.

4. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and shall be binding and inure to the Grantor, Grantee and their successors, heirs, tenants, personal representatives and assigns.

5. Grantor's Warranty of Title. Grantor warrants it has good and indefeasible fee simple title to the Total Property and Easement Property and possesses the right to enter into the Easement grant made herein.

6. Enforcement of Agreement. Either party may enforce this instrument by appropriate legal action, and the party who substantially prevails in any such legal action shall be entitled to recover its reasonable attorney fees and costs from the party who substantially loses.

7. Cooperation of the Parties. The parties shall diligently strive to cooperate with one another in effectuate the terms and spirit of this Agreement. This Agreement shall be given a reasonable construction.

GRANTOR:

State full legal name of Grantor:

By: _____

Print Name: _____

Its _____

who is legally and duly authorized to enter into this Easement Agreement on behalf of Grantor.

STATE OF WASHINGTON)

) ss Grantor - Corporation or LLC Acknowledgment

COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me, and such persons acknowledged they signed this instrument, and on oath stated they were authorized to execute it on behalf of _____, a Washington _____ (insert "corporation" or "limited liability company" as appropriate) ; and they acknowledged it as _____ and _____ (state the offices of each), respectively, of such business entity, to be the free and voluntary act of such business entity for the uses and purposes mentioned in the instrument.

Dated: _____

Print Name: _____

NOTARY PUBLIC in and for the State of

Washington, residing in _____

My Commission Expires: _____

GRANTEE: WEST SOUND UTILITY DISTRICT

By: _____

General Manager

Print Name: _____

STATE OF WASHINGTON)

) ss **WEST SOUND'S ACKNOWLEDGMENT**

COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and such person acknowledged they signed this instrument, and on oath stated he/she was authorized to execute this instrument on behalf of **WEST SOUND UTILITY DISTRICT**, a Washington municipal corporation, as the General Manger thereof, and he/she acknowledged it to be the free and voluntary act of such utility district for the uses and purposes mentioned in the instrument.

Dated: _____

Print Name: _____

NOTARY PUBLIC in and for the State of

Washington, residing in _____

My Commission Expires: _____