

AFTER RECORDING RETURN TO:

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

Document Title: Easement for Grinder Pump Facilities

Grantor(s):

Grantee: West Sound Utility District, Kitsap County, Washington

Legal Description of Property:

Easement area shall include an area encompassing two (2) feet in width on each side of the centerline of the pump discharge line between the pump chamber and the valve vault; six-foot square around the pump chamber and two (2) feet each side of the electrical service line between the pump chamber and the house. Pump chamber, valve vault and control panel are depicted on Exhibit A.

Assessor's Property Tax Parcel ID No.:

Reference Numbers of Documents Released or Assigned:

EASEMENT FOR GRINDER PUMP FACILITIES

_____, ("Grantor") grants to WEST SOUND UTILITY DISTRICT, Kitsap County, Washington, a Washington municipal corporation ("Grantee"), the following easement upon the following terms and conditions:

1. Grantor's Property. Grantor is the owner of the real property legally described above ("Real Property").

2. Perpetual Easement. Grantor grants and conveys to Grantee a non-exclusive perpetual easement upon, under, across and through that portion of the Real Property described and depicted on Exhibit A, attached hereto and incorporated herein by this reference ("Easement").

3. Purposes. The Easement is for the purpose of operating and maintaining a grinder pump, lateral pressure line between the grinder pump and the District's collection main (grinder pump discharge), grinder pump control panel, electrical power supply line between the pump and the control panel, and appurtenances to the pump and line ("Facilities").

4. **Access.** Grantee shall have the right of access to the Easement to enable Grantee to exercise its rights hereunder; provided that Grantee shall compensate Grantor for any damage to the Real Property caused by the exercise of the right of access.

5. **Grantor's Use.** Grantor reserves the right to use the surface of the Easement for any purposes consistent with Grantee's use of the Easement; provided that Grantor shall not construct or maintain any building or other structure on the Easement which would interfere with Grantee's rights herein. Grantor shall not engage in any construction activity that would disturb, damage or endanger the lateral support to the Facilities. If any of the Facilities are disturbed, damaged, or destroyed by Grantor, then Grantor shall expeditiously restore the Facilities as near as possible to their condition immediately before the disturbance, damage or destruction.

6. **Grantee's Use.** Grantee shall have the right, without prior institution of suit or legal proceedings, to enter upon the Easement whenever necessary for the purposes permitted herein. If any of Grantor's improvements permitted under paragraph 5 above are disturbed, damaged or destroyed in Grantee's exercise of its Easement rights, Grantee shall expeditiously restore the same as near as possible to its condition immediately before the disturbance, damage or destruction.

7. **Indemnity.** Grantee shall indemnify and hold harmless Grantor from any and all claims for injuries suffered by any person or damages to any property that may be caused by the Grantee's exercise of the rights granted herein; provided, that Grantee shall not be responsible to Grantor for injuries suffered by any person or damages to any property that may be caused by acts or omissions of Grantor.

8. **Binding Effect.** The Easement and covenants contained herein shall be covenants running with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns of both parties.

9. **Quiet Enjoyment.** Grantor warrants good title to and quiet enjoyment of the Easement.

DATED this _____ day of _____, 20____.

GRANTOR:

GRANTEE:

WEST SOUND UTILITY DISTRICT
KITSAP COUNTY, WASHINGTON

_____, General Manager

STATE OF WASHINGTON)
) ss:
COUNTY OF)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____

NAME: _____

(Print Name)

Notary Public in and for the State of Washington
Commission Expires: _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

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

Dated _____

NAME: _____

(Print Name)

Notary Public in and for the State of Washington
Commission Expires: _____