

When Recorded Return To:
Freeland Water and Sewer District
Po Box 222
Freeland, WA., 98249-0222

**EASEMENT
And
WATER FACILITY CONVEYANCE & ACCEPTANCE**

Grantor(s): _____

Grantee: Freeland Water and Sewer District, a municipal corporation of the State of Washington.
Abbreviated legal Description: (Section, Township & Range) _____

Complete Legal Descriptions: See Attached Exhibit "A"
Assessor's Parcel Number(s) _____
Related Parcels: _____
Reference Numbers of Documents Assigned or Released: _____

This agreement is made on the dates herein below acknowledged by and between Grantors, _____

And Grantee, Freeland Water and Sewer District, a municipal corporation of the State of Washington.

Recitals:

Whereas, Grantors herein are the owners of the following described property, to wit: See attached Exhibit "A" Legal Description of property Attached.

WHEREAS, Said above described Exhibit "A" and the adjacent County Right of Way known as _____ contain certain water distribution lines and associated fixtures, valves, hydrants, and other facilities, all hereinafter referred to as the "Water Facilities" constructed by the Grantor to service its development of said parcel; and

Whereas, said "Water Facilities" have been installed, tested, and certified in accordance with the rules, regulations and specifications of the Grantee, Freeland Water and Sewer District; and

Whereas, The Grantors now wish to convey said "Water Facilities" together with appurtenant easements to the Grantee in order to have Grantee assume responsibilities for maintenance and operation of said Water Facilities; and

Whereas, The Grantee, Freeland Water and Sewer District, does accept by virtue of this agreement, full conveyance, ownership, and maintenance responsibilities of said "Water Facilities" and Easement(s) under its sole jurisdiction:

Now Therefore, The Grantors herein for and in consideration of Grantee's acceptance of said "Water Facilities" and assumption of future maintenance and operations responsibilities, and other valuable consideration, receipt of which is hereby acknowledged, declare, grant, warrant and convey the "Water Facilities: and Easement(s) described herein and agree as follows:

1. FACILITIES CONVEYANCE: The Grantors hereby grant and convey to the Grantee, full title and interests in said "Water Facilities: including among other things, some _____ lineal feet of ___ inch _____ water mains, with fire hydrant assembly, blow-off assembly, valves, fittings, meter boxes, and other associated parts located within the county road right-of-way and the Easement herein conveyed.
2. EASEMENT CONVEYANCE AND DESCRIPTION: Grantors do hereby establish, and convey a non-exclusive Easement for ingress, egress, and utilities over, under, and upon that area lying 10 feet on either side of and around the water main and fire hydrant assembly as such are physically located on said Exhibit "A". In the event of any conflicting descriptions, such physical location shall govern the extent of area encompassed by this easement including the location of the Fire Hydrant Assembly located beyond the _____ Right-of Way margin, and specifically describes as follows: That area lying 10 feet on either side of the following described centerline: See Exhibit "B" Legal description of easement attached.
3. DURATION: said Easement shall run in perpetuity with the land upon which it is located and provide Grantees all rights to install, operate, and maintain, water utility pipes and facilities as may now or in the future exist.
4. GRANTOR'S USE OF EASEMENT: The Grantors herein, their heirs, successors or assigns, shall not interfere with, impede, or obstruct the use of said easement for its intended purposes by the Grantees. Grantors may make no use of the water facilities within said easements not in any way alter, re-locate, or replace said facilities except with the express permission of the Grantee. Grantors may otherwise use said easement area jointly with Grantees for ingress, egress, and utilities.
5. GRANTOR'S CONNECTION: This conveyance of easement and water facilities confers no rights to Grantors to connect to or make use of said water facilities

and/or water of the Freeland Water and Sewer District except in accordance with the District's adopted rules and regulations as generally applicable to other lands within the District.

6. GRANTOR'S WARRANTY OF OWNERSHIP: Grantors warrant that they are owners of the land herein described with full rights to convey the easement described above. Grantors also warrant their "free and clear" ownership of the Water Facilities being conveyed and that there are no present or potential claims, liens, or judgments related to said facilities or their construction. Grantors hold Grantee harmless and indemnify Grantee against any such claims.
7. GRANTORS' WARRANTY OF WORKMANSHIP & MATERIALS: The Grantors, as "developers" of the water facilities being conveyed, do hereby warrant and guarantee the quality, conditions, and operational capacity of said water facilities for a period of two (2) years from the effective date of this acceptance agreement.
8. EFFECTIVE DATE: This conveyance of easement and facilities shall take effect as of the date this document is recorded with the Auditor of Island County, Washington.
9. JOINT USE OF EASEMENT: In exercising the rights herein granted, the Grantees And Grantors herein, their heirs, successors, and assigns, may pass and repossess over said easement, and may conduct such construction practices necessary to make, maintain, operate, and use, said Easement for its intended purposes.
10. GRANTEE EXEMPT FROM ROAD MAINTENANCE: The Grantee herein is not responsible for any maintenance, operation or repairs of any roadways or other utilities or facilities which may also lie within the easement area herein conveyed, except for such repairs as may be needed resulting from work of the Grantee on its water facilities.
11. CONTINUITY: This Easement and covenants, and these provisions, shall in their entirety, run with the land and shall be appurtenant thereto, and shall be binding on all parties having or acquiring any right, title, or interest in the land described herein and all legal subdivisions thereof or any part thereof, and shall inure to the benefit of each owner thereof and be binding thereto.
12. SEVERABILITY: In the event that any part of this Easement and Conveyance document and/or included covenants shall be found invalid or inapplicable by a court of competent jurisdiction, such finding shall in no way effect any other parts or remainder of same.
13. COUNTERPARTS: This document may be signed in counterparts and the original assembled as a single document with duplicate pages where necessary, prior to recording.

Witness my/our hand(s) on the dates herein below acknowledged.

SIGNATURES GRANTOR: _____

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

FINAL ACCEPTANCE:

All requirements of the Freeland Water & Sewer District for acceptance of easements and facilities for incorporation into the water system of the District having been met, final approval and acceptance of the facilities constructed by _____

_____ is hereby granted.

GRANTEE'S ACCEPTANCE: The Freeland Water and Sewer District

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

ACKNOWLEDGEMENT:

STATE OF WASHINGTON)
)
County of ISLAND)

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 _____, the _____ of _____ a Washington Corporation which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for said Corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington
Residing at _____
My Commission expires on _____

ACKNOWLEDGEMENT:

STATE OF WASHINGTON)
)
County of ISLAND)

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 _____ and _____ the _____ of Freeland Water & Sewer District, the Washington Corporation which executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for said Corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington
Residing at _____
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