

After Recording Mail To:



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EXCISE TAX EXEMPT SEP 9 1999

EXCISE TAX EXEMPT SEP 8 1999

WATER LINE EASEMENT AND WATER FACILITIES EASEMENT

Re record to add Exhibit "B"

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), KITSAP COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, for and in consideration of One Thousand Dollars and No/100 (\$1,000.00) And Other Valuable Considerations, grants and conveys unto North Bainbridge Water Company, and their heirs, successors and assigns, a non-exclusive Water Line Easement and Water Facilities Easement under and across the hereinafter described lands for the purpose of installing and maintaining a water pipeline and certain water facilities situated in Section 9, Township 25 North, Range 2 East, W.M. Kitsap County, State of Washington, described as follows:

**DESCRIBED IN EXHIBIT "A" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART THEREOF.**

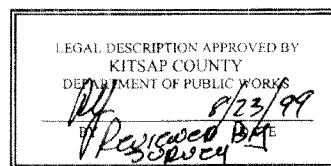
**THIS WATER LINE EASEMENT AND WATER FACILITIES EASEMENT ARE
SUBJECT TO THE FOLLOWING CONDITIONS DESCRIBED IN EXHIBIT "B,"
Attached Hereto And By This Reference Made A Part Hereof.**

Dated this 23rd day of August, 1999.

By: Charlotte Garrido
Charlotte Garrido, Chair

By: Tim Botkin
Tim Botkin, Commissioner

By: Chris Endresen
Chris Endresen, Commissioner



STATE OF WASHINGTON

COUNTY OF KITSAP

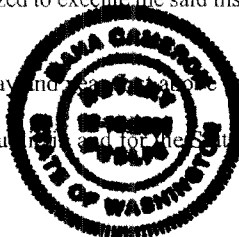
Assessor No. N/A

On this 23rd day of August, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charlotte Garrido, Tim Botkin and Chris Endresen, to me known to be the County Commissioners respectively, of Kitsap County that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of Kitsap County, for the uses and purposes therein mentioned, and on oath, stated that they are authorized to execute the said instrument and that the seal affixed is the County Seal of Kitsap County.

Witness my hand and official seal hereto affixed the day and year first so written.

Dana Cameron
residing at Art Orchard

Notary Public in and for the State of Washington,



My Commission expires: 12-15-2001

EXHIBIT "A"

PARCEL 1

The North 20 feet of that portion of the North One-Half of the Northeast Quarter of the Southeast Quarter of Section 9, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington conveyed by Statutory Warranty Deed filed under Kitsap County Auditor's No. 521129, described as follows:

A tract of land containing 10 acres, more or less, being that portion of the North One-Half of the Northeast Quarter of the Southeast Quarter of Section 9, Township 25 North, Range 2 East, W.M., lying Westerly of the following described line:

Commencing at a point 100 feet West of the Northeast corner of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of said Section 9; running thence Southeasterly to a point 100 feet East of the Southeast corner of said Northwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 9.

PARCEL 2

AND a circular parcel of land having a 100 foot radius in Section 9, Township 25 North, Range 2 East, W.M., the midpoint described as follows:

Beginning at the East Quarter corner of Section 9, Township 25 North, Range 2 East, W.M.; thence South 89°58'42" West, 754.69 feet along the East-West centerline of Section 9, Township 25 North, Range 2 East; thence South 89°58'42" West 218.54; thence South 32°09'18" East 415.06 feet, to the termination of the above described line and being the center of the circle, all in Kitsap County, Washington.

Together with a non-exclusive fifteen foot easement for ingress, egress and utilities, from the westerly end of Lovgren Road access at the Easterly boundary of the Lovgren Pit site, over and across existing road to said Parcel 2.

PARCEL 3

AND a portion of the Southeast Quarter of the Northeast Quarter of Section 9, Township 25 North, Range 2 East, W.M., described as follows:

Commencing at the Southwest corner of said Southeast Quarter of the Northeast Quarter of Section 9; running thence Northerly along the West line of said Southeast Quarter of the Northeast Quarter a distance of 295.25 feet, more or less, to the TRUE POINT OF BEGINNING, thence continuing Northerly on said West line 200.00 feet to an iron pipe; thence South 89°48'34" East 246.35 feet; thence North 89°48'34" West to point of beginning, containing 1.3 acres, more or less; subject to right of county to remove gravel.

Together with a non-exclusive fifteen foot easement for ingress, egress and utilities, from the westerly end of Lovgren Road access at the Easterly boundary of the Lovgren Pit site, over and across existing road to said Parcel 3.



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EXHIBIT 'B'

1. The Grantee (s), their successors, and assigns are granted the right to install, improve, maintain and/or repair in place a water line under and across the property legally described as Parcel 1 of Exhibit "A" hereto and to install, maintain, operate and repair water wells, pumps, pump houses and associated facilities within those lands described as Parcels 2 and 3 of Exhibit "A" hereto.
 2. The Grantee (s), their successors, and assigns will be financially liable for the relocation and reconstruction of said water line and water facilities upon the request of the Grantor. The Grantee (s) will be liable and responsible for any malfunction and/or repairs of said water line and water facilities.
 3. The Grantee (s), their successors, and assigns will at all times exercise their rights herein according to the requirements of all applicable statutes, orders and regulations of any public authority having jurisdiction.
 4. To the fullest extent permitted by law, Grantee (s), their successors, assigns and heirs, shall indemnify, defend and hold harmless Kitsap County and all officials, agents and employees of Kitsap County, from and against all claims arising out of or resulting from the performance of the granting of the **WATER LINE EASEMENT AND WATER FACILITIES EASEMENTS**. "Claim" as used in this document means any financial loss, claim, suit, action damage or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Grantee (s) obligation to indemnify, defend, and hold harmless includes any claim by the Grantee (s) agents, employees, representatives, or any subcontractor or its employees.
- The Grantee (s) expressly agrees to indemnify, defend, and hold harmless Kitsap County for any claim arising out of or incident to Grantee (s) or any subcontractor's performance or failure to perform the conditions herein. Grantee (s) shall be required to indemnify, defend, and hold harmless Kitsap County only to the extent claim is caused in whole or in part by negligent acts or omissions of Grantee(s) their successors, and assigns.
5. All work to be performed by the Grantee (s), their successors, and assigns will be completed in a careful and competent manner, free of claims or liens. The Grantee will submit to Kitsap County a plan and profile of the proposed work, with a cross-section depicting the construction. Upon completion of any work performed by the Grantee (s), the Grantee (s) will remove all debris and restore the easement areas to the condition they were before commencement of such construction.
 6. If the Grantee (s), their successors, and assigns abandon the said water line or water facilities within the easement areas, Grantee (s) will notify Kitsap County Department of Public Works of its intentions within forty-five (45) calendar days of said removal and abandonment. All cost of abandonment and removal will be the responsibility of the Grantee.



PUBLIC WORKS ENGINEERING

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