

AFTER RECORDING, PLEASE RETURN TO:

Kelly Jahraus
Deputy City Clerk
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110

AMENDED WATERLINE EASEMENT AND AGREEMENT

Reference Number(s) of
Documents Assigned
or Released:

3205968, 3206583

Grantor(s):

City of Bainbridge Island, Washington, a municipal corporation

Grantee:

Public Utility District No. 1 of Kitsap County, a municipal
corporation

Short Legal Description:

NE ¼, SE ¼, Sec.9, T.25N., R.2E., W.M.
City of Bainbridge Island, Kitsap County, Washington,
(Complete legal description on Exhibit A)

Assessor's Property Tax

Parcel/Account Number(s): 092502-4-002-2006

THIS AMENDED WATERLINE EASEMENT AND AGREEMENT (“Agreement”) is made by and between the City of Bainbridge Island, Washington, a municipal corporation (“Grantor”), and Public Utility District No. 1 of Kitsap County, a municipal corporation (“Grantee”). The parties agree as follows:

1. Grantor’s Real Property. Grantor is the fee owner of the real property which is legally described in **Exhibit A**, attached hereto and incorporated herein by reference (“Grantor’s Real Property”).

2. Extinguishment and Relocation of Existing Waterline Easement. The Grantee, being the successor of a Water Line Easement and Water Facilities Easement, as recorded on September 8, 1999, under Auditor’s File No. 3205968, and re-recorded on September 9, 1999, under Auditor’s File No. 3206583, records of Kitsap County, Washington (“1999 Easement”), does hereby extinguish, release, cancel, rescind, and discharge that portion described as “Parcel 1” of said 1999 Easement and as herein described in **Exhibit B**. This extinguishment is to amend the 1999 Easement to the extent that it relates to the relocation of the waterline within the area set forth in this Agreement and under the conditions provided for in this Agreement.

3. Grant of Perpetual Waterline Easement. Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to Grantee, its successors and assigns, a perpetual, nonexclusive waterline easement (“Waterline Easement”) under, over, through, and across the portion of Grantor’s Real Property which is legally described on **Exhibit C** and depicted on **Exhibit E**, attached hereto and incorporated herein (“Waterline Easement Area”).

4. Grant of Access and Maintenance Easement. Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to Grantee, its successors and assigns, a perpetual, nonexclusive access and maintenance easement (“Maintenance Easement”) under, over, through, and across the portion of Grantor’s Real Property which is legally described on **Exhibit D**, attached hereto and incorporated herein (“Maintenance Easement Area”).

5. Purpose. The Waterline Easement and the Maintenance Easement are for the purpose of constructing, installing, operating, maintaining, removing, repairing, replacing, and using water lines and all appurtenances thereto (“Facilities”).

6. Access. Grantee shall have the right, without prior institution of any suit or proceeding at law, to enter upon the Waterline Easement Area and the Maintenance Easement Area as necessary for constructing, installing, operating, maintaining, removing, repairing, replacing, and using the Facilities.

7. Restoration. If the Waterline Easement Area or the Maintenance Easement Area is disturbed by the construction, installation, operation, maintenance, removal, repair, replacement, or use of the Facilities, Grantee shall restore the surface of same as nearly as possible to the

condition in which it existed at the commencement of the construction, installation, operation, maintenance, removal, repair, replacement, or use.

8. Reservation of Rights. All right, title, and interest, which may be used and enjoyed without interfering with the Waterline Easement and the Maintenance Easement are reserved to the Grantor. The construction, installation, maintenance, or repair, after the date of this Agreement, of structures of a permanent nature, which interfere with the operation of the Facilities, shall be deemed an encroachment upon Grantee's easement rights, and Grantor shall be obligated to remove the encroachments at Grantor's expense.

9. Protection of Facilities. Grantor covenants that no digging, tunneling, or other form of construction activity shall be done on Grantor's Real Property, the Waterline Easement Area, or the Maintenance Easement Area that would disturb, damage, unearth, or undermine the Facilities, or endanger the lateral support to the Facilities.

10. Indemnity. By accepting and recording this Agreement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries or damages suffered by any person or property which may be caused by the Grantee's exercise of the rights granted herein; provided, that Grantee shall not be responsible to Grantor for any injuries or damages suffered by any person or property caused by acts or omissions of Grantor or its agents.

11. Binding Effect. This Agreement and the rights and obligations under this Agreement are intended to and shall run with the land and shall benefit and bind the parties and their respective successors and assigns.

12. Good Title. Grantor warrants that it has good title to Grantor's Real Property and warrants Grantee title to, and quiet enjoyment of, the Waterline Easement and the Maintenance Easement conveyed in this Agreement.

13. Complete Agreement. This Agreement represents the complete agreement of the parties regarding the matters described herein. There are no other verbal or written agreements regarding the easement rights and obligations set forth herein, except as contained in this Agreement. This Agreement may only be modified by a written document signed by the parties.

14. Authority. Each party signing this Agreement, if on behalf of an entity, represents that they have full authority to sign this Agreement on behalf of such entity.

15. Attorneys' Fees. If either party brings any suit or other proceeding arising out of or in connection with this Agreement, the prevailing party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the later of the signature dates below.

GRANTOR:

CITY OF BAINBRIDGE ISLAND

By: _____

Douglas Schulze, City Manager

GRANTEE:

PUBLIC UTILITY DISTRICT NO. 1 OF
KITSAP COUNTY

By: _____

Bob Hunter, General Manager

STATE OF WASHINGTON)
) ss:
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Bob Hunter 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 the Public Utility District No. 1 of Kitsap County to be the free and voluntary act of such entity 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 Douglas Schulze 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 City Manager of the City of Bainbridge Island to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____
(Print Name)

Notary Public in and for the State of Washington.

Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

That portion of the Southeast quarter of the Northeast quarter of Section 9, Township 25 North, Range 2 East, W.M., Kitsap County, Washington, described as follows:

Beginning at the Southwest corner of the Southeast quarter of the Northeast quarter of said Section 9;

Thence North 0°11'22" East 495.25 feet to a point which is 834 feet South of the Northwest corner of said Southeast quarter of the Northeast quarter;

Thence South 89°48'34" East 200.00 feet;

Thence South 35°31'56" East 607.49 feet;

Thence South 89°58'42" West 554.69 feet to the Point of Beginning;

AND

That portion of the North half of the Northeast quarter of the Southeast quarter of Section 9, Township 25 North, Range 2 East, W.M., Kitsap County, Washington lying Westerly of the following described line:

Beginning 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;

Thence Southeasterly to a point 100 feet East of the Southeast corner of said Northwest quarter of the Northeast quarter of the Southeast quarter to the terminus of said line;

AND

The North 100 feet of that part of the following described tract lying East of the County Road traversing said property in a general Northerly and Southerly direction, that is to say:

Beginning at the Northwest corner of the Southeast quarter of Section 9, Township 25 North, Range 2 East, °W.M., Kitsap County, Washington;

Thence South 214.50 feet;

Thence East 884 feet;

Thence South 214.5 feet;

Thence East 884 feet;

Thence South 26.50° West 394 feet;

Thence East 606 feet;

Thence North 569.91 feet;

Thence West 320 feet to Place of Beginning.

EXHIBIT B

LEGAL DESCRIPTION OF PORTION OF 1999 EASEMENT TO BE EXTINGUISHED

“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 File 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 said Section 9.

EXHIBIT C

LEGAL DESCRIPTION OF WATERLINE EASEMENT AREA

A 20.00 foot wide strip of land being a portion the South one-half of Section 9, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, the centerline of said 20.00 foot wide strip is described as follows:

Beginning at a standard Kitsap County brass disc reference monument at the East quarter corner of said Section 9;

Thence along the centerline of said Section 9, North 89°09'38" West 730.64 feet;

Thence leaving said centerline, South 00°50'22" West 350.66 feet to the True Point of Beginning;

Thence North 22°56'16" West 22.49 feet;

Thence North 71°33'35" West 14.41 feet;

Thence South 89°47'51" West 28.38 feet;

Thence North 82°28'13" West 38.45 feet;

Thence North 79°49'49" West 98.31 feet;

Thence South 70°26'07" West 57.68 feet;

Thence South 75°00'25" West 83.97 feet;

Thence South 64°49'11" West 52.37 feet;

Thence South 69°41'28" West 27.72 feet;

Thence South 89°10'59" West 24.47 feet;

Thence North 65°07'32" West 28.15 feet;

Thence North 49°31'59" West 35.81 feet;

Thence North 52°40'13" West 68.08 feet;

Thence North 23°21'57" West 58.09 feet;

Thence North 02°41'38" West 35.51 feet;

Thence North 04°06'02" East 39.84 feet;

Thence North 06°43'15" East 106.93 feet;

Thence North 13°46'55" West 31.25 feet;

Thence North 54°33'32" West 22.74 feet to the South edge of vacated County Road No. 260A and the terminus.

EXHIBIT D

LEGAL DESCRIPTION OF MAINTENANCE EASEMENT AREA

A 20.00 foot wide strip of land being a portion the South one-half of Section 9, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, the centerline of said 20.00 foot wide strip is described as follows:

Beginning at a standard Kitsap County brass disc reference monument at the East quarter corner of said Section 9;

Thence along the centerline of said Section 9, North 89°09'38" West 730.64 feet;

Thence leaving said centerline, South 00°50'22" West 350.66 feet to the True Point of Beginning;

Thence North 22°56'16" West 22.49 feet;

Thence North 71°33'35" West 14.41 feet;

Thence South 89°47'51" West 28.38 feet;

Thence North 82°28'13" West 38.45 feet;

Thence North 79°49'49" West 98.31 feet;

Thence South 70°26'07" West 57.68 feet;

Thence South 75°00'25" West 83.97 feet;

Thence South 64°49'11" West 52.37 feet;

Thence South 69°41'28" West 27.72 feet;

Thence South 89°10'59" West 24.47 feet;

Thence North 65°07'32" West 28.15 feet;

Thence North 49°31'59" West 35.81 feet;

Thence North 52°40'13" West 68.08 feet;

Thence North 23°21'57" West 58.09 feet;

Thence North 02°41'38" West 35.51 feet;

Thence North 04°06'02" East 39.84 feet;

Thence North 06°43'15" East 106.93 feet;

Thence North 13°46'55" West 31.25 feet;

Thence North 54°33'32" West 22.74 feet to the South edge of vacated County Road No. 260A and the terminus.

EXHIBIT E
SKETCH OF EASEMENT AND MAINTENANCE AREA
(attached)

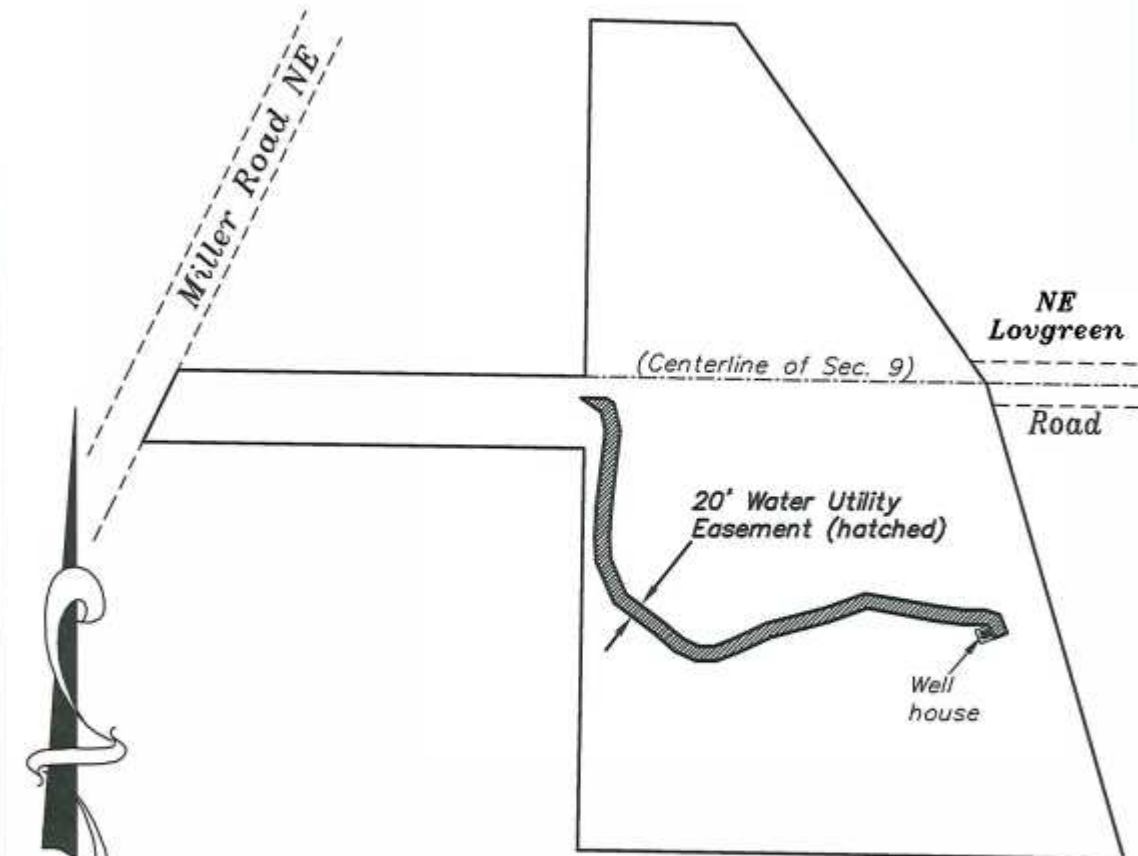
Water Utility and Maintenance Easement

a portion of the

South 1/2

SEC. 9, T.25N., R.2E., W.M.

City of Bainbridge Island, Kitsap County, Washington



Scale: 1"=250'



ADAM • GOLDSWORTHY • OAK

A G O LAND SURVEYING, LLC

DRAWING 6343ESM

DATE 8/28/17