

**WEST SOUND UTILITY DISTRICT
RESOLUTION 673-17**

**A RESOLUTION OF THE
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS
AUTHORIZING AN EASEMENT FOR FIRCREST RESERVOIR
PROPERTY**

WHEREAS, West Sound Utility District is the owner of certain property adjacent to South Park Greens Apartment Homes, and a 45 year easement was executed June 29, 1971 between Annapolis Water District (Grantor) and Parkwood Apartments (Grantee) allowing construction of a playground on said property; and

WHEREAS, said easement has expired and the current grantee (FPA5 South Park LLC) desires to enter into a new easement agreement with the District;

NOW, THEREFORE,

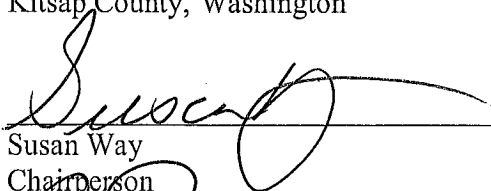
THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:

Section 1. The District approves the FPA5 South Park, LLC easement as a benefit to the community by providing a place for children to play.

Section 2. The Chair of the Board of Commissioners is authorized to sign the attached easement that allows FPA5 South Park, LLC to continue the use and maintenance of tax parcel 4609-000-004-0706.

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on July 31, 2017.

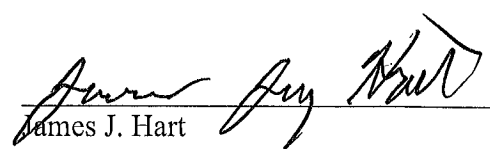
WEST SOUND UTILITY DISTRICT
Kitsap County, Washington



Susan Way
Chairperson



Jerry Lundberg
Secretary



James J. Hart
Vice Chairperson

WHEN RECORDED, RETURN TO:

West Sound Utility District

2924 SE Lund Avenue

Port Orchard WA 98366

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made this 31 day of July, 2017, by and between WEST SOUND UTILITY DISTRICT, a municipal corporation ("Grantor") and FPA5 South Park, LLC, a Delaware limited liability company ("Grantee").

Grantor owns and maintains a water storage tank on Tract 4 in the Plat of Orchard Heights, Kitsap County, Washington. Grantee owns a multifamily property that is adjacent to Grantor's property. The area around Grantor's storage tank is landscaped and maintained by Grantee as a children's play area.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Grantor does hereby grant and demise to Grantee an easement over a portion of the Grantor property described on Exhibit "A" ("Grantor Property"), attached hereto and made a part hereof, for a period of seventeen (17) years for the purpose of maintaining a children's play area for the benefit of the Grantee property described on Exhibit "B" (Grantee Property"), attached hereto and made a part hereof.
2. The "Easement Premises" over which the easement is granted is more particularly described as follows:

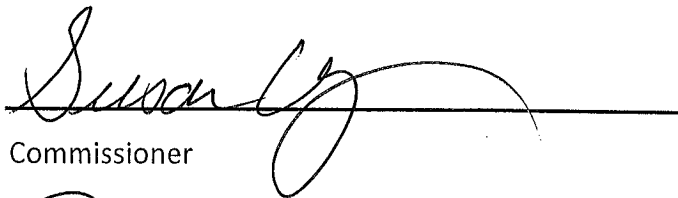
That portion of Tract 4 of the Plat of Orchard Heights as recorded in Volume 8 of Plats, pages 68, 69 and 70, records of Kitsap County, Washington, described as follows:

Beginning at the Section corner common to Sections 29, 30, 31 and 32, Township 24 North, Range 2 East, W.M.; thence along the Section line common to said Sections 31 and 32, South 0°08'40" East 662.01 feet; thence North 89°47'55" West 2,137 feet; thence South 0°08'24" East 191.83 feet to the true point of beginning: thence continuing South 0°08'24" East 120 feet; then North 89°47'55" West 80.62 feet; thence North 0°01'41" East 120 feet; thence South 89°47'55" East 80.27 feet to the true point of beginning, Kitsap County, Washington.

3. Grantee covenants to maintain the Easement Premises surrounding the storage tank in good condition in appearance and condition appropriate to a public park area. It is agreed that if Grantee defaults in its obligation to maintain the Easement Premises in a condition suitable for a public park area, Grantor shall have the right to terminate the easement granted herein and to re-enter the premises. Grantee hereby agrees not to lease, sublease or assign the rights under this Easement Agreement without the written consent of Grantor. At the expiration of seventeen (17) years from the date hereof, Grantee shall quit and surrender the Easement Premises in good condition, ordinary wear and damage by the elements excepted.
4. It is further agreed that Grantee shall have the right to remove any playground equipment located upon the Easement Premises in the event of default or other termination of this Easement Agreement.
5. To the fullest extent permitted by law, Grantee(s), its successors, assigns and heirs, shall indemnify, defend and hold harmless the Grantor and all officials, from and against all claims arising out of or resulting from the granting of the easement and/or the Grantee's use of the easement. A claim as used in this easement means any financial loss, claim, suit, action for damages 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.

GRANTOR:

WEST SOUND UTILITY DISTRICT, a municipal
corporation


Commissioner


Secretary of the Board of Commissioners

GRANTEE:

FPA5 South Park, LLC, a Delaware limited liability
company

By: _____

Its: _____