

**WEST SOUND UTILITY DISTRICT
RESOLUTION 493-14**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF WEST SOUND UTILITY DISTRICT
ACCEPTING THE WATER AND SEWER IMPROVEMENTS
OF THE WEST COAST FITNESS DEVELOPMENT**

WHEREAS, West Sound Utility District (“District”) and Dr. Brian C. Willyard D.C., entered into development extension agreement on May 6, 2013, for the private developer water and sewer system extensions; and

WHEREAS, the water and sewer system improvements have been constructed by the developer, Dr. Brian C. Willyard D.C., in accordance with the standards of the District and approved by the District’s water/sewer operations staff; and


WHEREAS, the water main system for a value of \$72,057 and sewer main system for a value of \$40,460 will be conveyed to the District upon the acceptance of the water and sewer system by the District’s Board of Commissioners; NOW, THEREFORE,

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

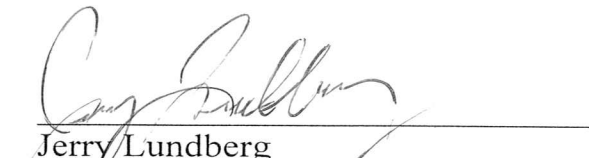
Section 1. West Sound Utility District accepts the water and sewer utility system extensions for the West Coast Fitness Development and hereby authorizes the District’s General Manager to sign the conveyance documents.

APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District at a regular scheduled meeting on May 5, 2014


WEST SOUND UTILITY DISTRICT
Kitsap County, Washington



James J. Hart
Chairperson




Jerry Lundberg
Vice Chairperson



Susan Way
Secretary

Mail Recorded Agreement To:
West Sound Utility District
2924 SE Lund Avenue
Port Orchard, WA 98366

WEST SOUND UTILITY DIST 201405060134
Easement Rec Fee: \$ 76.00
05/06/2014 11:16 AM Page: 1 of 5
Walter Washington, Kitsap Co Auditor


EASEMENT AGREEMENT FOR UTILITY TRANSMISSION LINES

Summary for Recorder's Use:

1. **Reference Number** of documents
being assigned or released: Not Applicable
Located on page ___ of document.
2. **Grantor ("Developer"):** Dr. Brian Willyard
3. **Grantee:** WEST SOUND UTILITY DISTRICT
4. **Summary Legal Description:** A portion of the SW ¼ of the SE ¼ of the SE ¼ of Section 2,
Township 23 North, Range 1 East, W.M.
Additional legal description is on pages 3 and 4 of document
5. **Assessor's Property Tax Parcel Account Number(s):** 022301-4-040-2109, 022301-4-040-2000.

PROJECT NAME: Westcoast Fitness

Dr. Brian Willyard (hereinafter called "Grantor"), for and in consideration of the mutual promises and covenants contained in the Developer Extension Contract with West Sound Utility District, dedicates, conveys, and grants to WEST SOUND UTILITY DISTRICT (hereinafter called "Grantee") an easement (hereinafter also called "Easement" or "Easement Property") for water and/or wastewater mains, pumps, appurtenances thereto, and for other future utilities and appurtenances deemed necessary by Grantee, under, over, and across the Easement Property hereinafter legally described.

The real property (hereinafter called "Total Property") in which the Easement Property is located is legally described as follow:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF
THE SOUTHEAST QUARTER, SECTION 2, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M.,
IN KITSAP COUNTY, WASHINGTON;
EXCEPT THE EAST 30 FEET FOR RAMSEY ROAD SOUTHEAST;
ALSO EXCEPT THE SOUTH 30 FEET FOR SEDGEWICK ROAD SOUTHEAST;
ALSO EXCEPT THE WEST 340 FEET THEREOF;
AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON,
DEPARTMENT OF TRANSPORTATION IN WARRANTY DEED RECORDED UNDER

EXCISE TAX EXEMPT MAY 06 2014

Mail Recorded Agreement To:
West Sound Utility District
2924 SE Lund Avenue
Port Orchard, WA 98366

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ALSO EXCEPT THE SOUTH 30 FEET FOR SEDGEWICK ROAD SOUTHEAST;
ALSO EXCEPT THE WEST 340 FEET THEREOF;
AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION IN WARRANTY DEED RECORDED UNDER

AUDITOR'S FILE NO. 200610110538 FOR ADDITIONAL RIGHT OF WAY FOR SEDGEWICK ROAD SOUTHEAST (SR-160).
(ALSO KNOWN AS PORTION OF LOT A, SHORT PLAT NO. 1915, RECORDED UNDER AFN 7907240126).

The tax parcel number(s) of the Total Property is/are as follows: 022301-4-040-2109, 022301-4-040-2000

The Easement Property, located within a portion of the Total Property, is legally described as follows:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 2, TOWNSHIP 23 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SECTION 2, NORTH 88°57'38" WEST A DISTANCE OF 659.31 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG SAID EAST LINE, NORTH 01°55'32" EAST A DISTANCE OF 331.66 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID NORTH LINE, NORTH 88°58'59" WEST 30.00 FEET TO THE RIGHT-OF-WAY LINE OF RAMSEY ROAD SOUTHEAST AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°58'59" WEST A DISTANCE OF 287.87 TO THE EAST LINE OF THE WEST 340 FEET OF SAID SOUTH HALF; THENCE SOUTH 02°09'47" WEST ALONG SAID EAST LINE OF THE WEST 340 FEET, A DISTANCE OF 15.00 FEET; THENCE SOUTH 88°58'59" EAST A DISTANCE OF 287.93 FEET TO THE RIGHT-OF-WAY LINE OF SAID RAMSEY ROAD SOUTHEAST; THENCE NORTH 01°55'32" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

For illustrative purposes, a map showing the location of the Total Property, and the Easement Property within the Total Property, is attached hereto, marked "EXHIBIT A", and by this reference incorporated herein. For recording purposes it is understood EXHIBIT A must have one inch margin borders on its top, bottom, and sides.

IN CONSIDERATION of the foregoing recitals, and the promises and covenants of Grantor and Grantee hereinafter set forth, they agree as follows:

1. Grantee's Access Rights and Rights in Easement Property. The Grantee shall have the right at all times to enter upon the Easement Property to install, lay, construct, renew, upgrade, operate, and maintain its water and/or wastewater transmission lines and other facilities and equipment (hereinafter simply referred to as "District Facilities") under, on, across, and/or over the Easement Property as it shall deem necessary in its sole discretion, now and in the future. The District Facilities located at the Easement Property shall be used, for the purposes of serving the Total Property and other property parcels and members of the public located within Grantee's jurisdictional boundaries and service area, now, and as hereafter configured. In accessing the Easement Property the Grantee shall have the right at all times to travel over those portions of the Total Property as it shall deem reasonably necessary to obtain ingress and egress to and from the Easement Property.

2. Easement Time Length. The Easement rights granted to the Grantee in the Easement Property shall last in perpetuity.

3. Unobstructed Easement Property Access by Grantee. The Grantor shall never allow any permanent or other structures to be constructed or installed, or allow any trees or shrubs taller than 18 inches, to be planted on or over the Easement Property, or in any locations that would make it difficult for Grantee to reasonably access the Easement Property. The Grantor shall also never permit Grantee's access to the Easement Property to ever be obstructed in any fashion.

4. Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and shall be binding and inure to the Grantor, Grantee, and their successors, heirs, tenants, personal representatives, and assigns.

5. Grantor's Warranty of Title. Grantor warrants it has good and indefeasible fee simple title to the Total Property and Easement Property, and possesses the right to enter into the Easement grant made herein.

6. Enforcement of Agreement. Either party may enforce this instrument by appropriate legal action, and the party who substantially prevails in any such legal action shall be entitled to recover its reasonable attorney fees and costs from the party who substantially loses.

7. Cooperation of the Parties. The parties shall diligently strive to cooperate with one another in effectuating the terms and spirit of this Agreement. This Agreement shall be given a reasonable construction.

GRANTOR:

State full legal name of Grantor:

By: Dr. Brian C. Willard
Print Name:

who is legally and duly authorized to enter into this Easement Agreement on behalf of Grantor .

GRANTEE: West Sound Utility District

By:

Michael R Wilson
General Manager

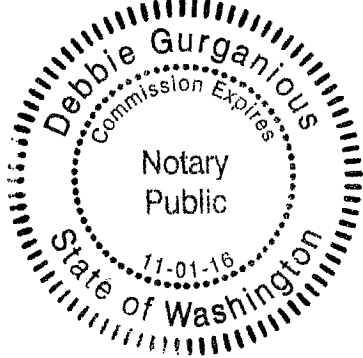
Print Name: Michael R Wilson

Who are legally and duly authorized to enter into this Easement Agreement on behalf of Grantee.

STATE OF WASHINGTON)
) ss
 COUNTY OF KITSAP)

Grantor -
 Corporation or LLC Acknowledgment

I certify that I know or have satisfactory evidence that Mr. Brian C. Willard is the individual who appeared before me, and said person acknowledged they signed this instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes mentioned in the instrument.



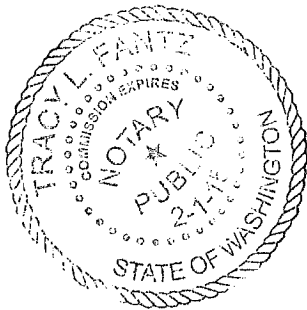
Dated: 3-21-14
Debbie Gurganious
 Print Name: DEBBIE GURGANIOUS
 NOTARY PUBLIC in and for the State of
 Washington, residing in Patterson
 My Commission Expires: 11-1-16

STATE OF WASHINGTON)
) ss
 COUNTY OF KITSAP)

WEST SOUND ACKNOWLEDGMENT

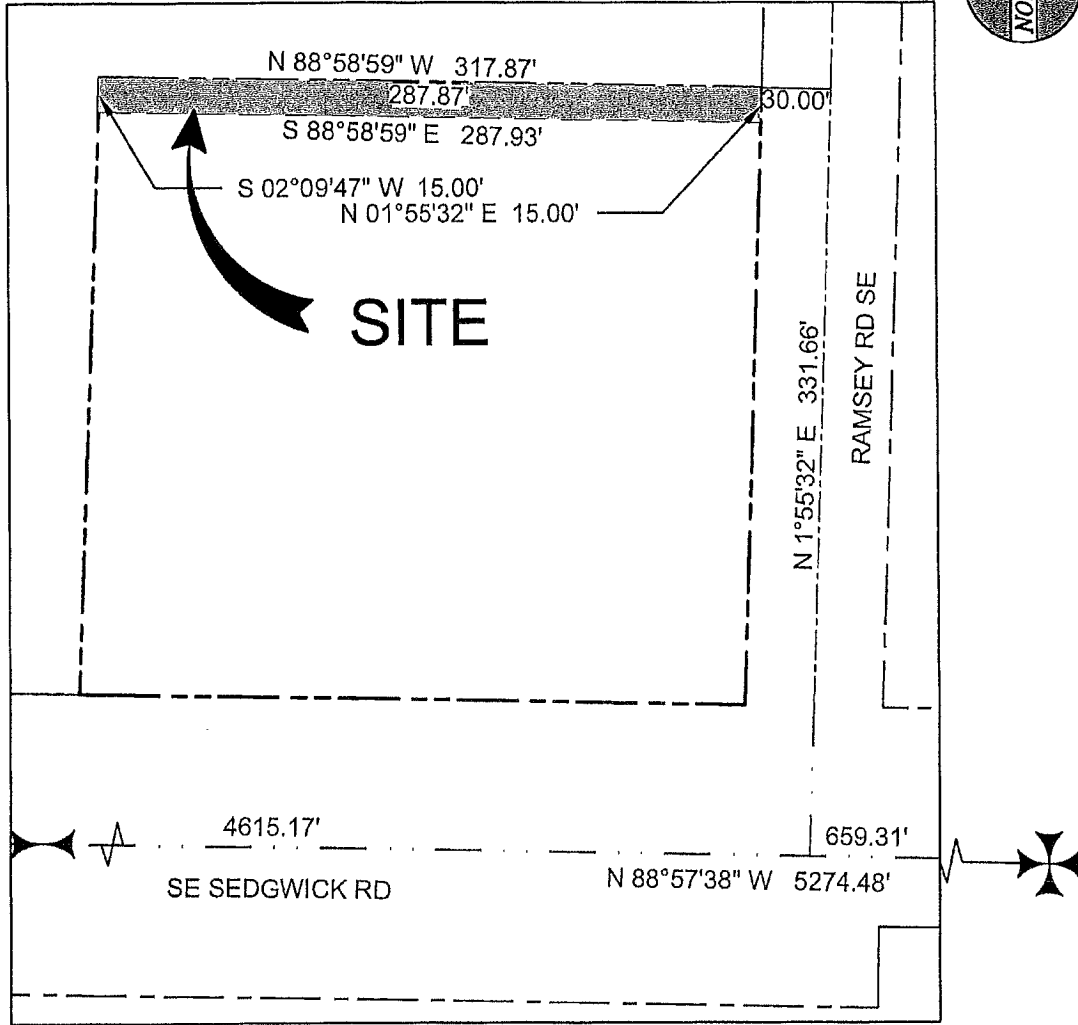
I certify that I know or have satisfactory evidence that Michael R. Wilson and _____¹³ are the persons who appeared before me, and said persons acknowledged they signed this instrument, and on oath stated they were authorized to execute this instrument on behalf of **WEST SOUND UTILITY DISTRICT**, a Washington municipal corporation, as the duly elected Commissioners thereof; and they acknowledged it to be the free and voluntary act of such utility district for the uses and purposes mentioned in the instrument.

Dated: 5/5/2014



Tracy Fante
 Print Name: Tracy Fante
 NOTARY PUBLIC in and for the State of
 Washington, residing in Kitsap County
 My Commission Expires: 2/1/2016

EXHIBIT A



1 SEWER EASEMENT
SCALE: 1" = 80'