

BILL OF SALE - SEWER

THE GRANTOR hereby grants, bargains, conveys and transfers to OLYMPUS TERRACE SEWER DISTRICT (the "District") the sanitary sewers, including all trunk lines, service lines to Grantor's Lots # _____, and related appurtenances, (the "Property"), all of which are located at _____ in the recorded plat of _____, in the City of Mukilteo, Snohomish County, Washington.

The total cost to the Grantor for the construction of this sanitary sewer system was \$ _____, per Exhibit A.

This conveyance is made in consideration of the District's agreement to provide routine maintenance of said Property and to provide sewer services to Grantor's above-specified lots pursuant to the District's resolutions and regulations, which may be amended from time to time.

The Grantor, and its successors and assigns, covenant and agree with the District, and its successors and assigns, that the Grantor is the owner of said Property and has the right and authority to convey and transfer the same, that the Property is free of all liens or encumbrances, and that the Grantor will, and does, hereby warrant and agree to defend the title of the District, its successors and assigns, against the claims of all third parties claiming to own the same or claiming any interest therein or encumbrance thereon.

The Grantor warrants that all bills and taxes relating to the construction and installation of the Property have been paid in full and that there are no lawsuits pending that involve the Property. The Grantor further warrants that in the event any lawsuit is filed as a result of, or involving, the Property, the Grantor will undertake to defend the lawsuit and will accept responsibility for all costs of litigation, including costs on appeal, and will hold the District harmless for any judgment rendered against the District.

The Grantor further warrants that all laws and ordinances respecting construction and installation of the Property have been complied with, and that the Property is in proper working condition, order and repair and fit for the purposes intended; i.e., for use as a sewer collection system, including mains and laterals adequate for the service intended, and has been constructed in accordance with the conditions and standards of the District.

The Grantor covenants and agrees with the District to replace, repair and correct any defect in work or materials in respect to the Property, arising during a period of two (2) years from date hereof, without cost to the District. The Grantor shall further warrant the corrected work for two (2) years after acceptance of the corrected work by the District.

