North Interceptor
Parcel No. 71

E A S E M E N T

114033

THIS INDENTURE made this 29 day of July, 1976,
1976, by and between ANDREW OBRASTOFF and Gladys C. Obrastoff;
_____ and _____;
_____ and _____;
_____ and _____;

herein called the "Grantor," and the CITY OF WINSLOW, a municipal corporation of the State of Washington, herein called the "Grantee."

WITNESSETH:

That the said Grantor for and in consideration of the sum of

$ 100.00 to Andrew Obrastoff & Gladys C. Obrastoff
in hand paid by said Grantee, and other valuable consideration, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said Grantee a right-of-way easement for Sanitary Sewers with the necessary appurtenances, over, through, across and upon the following described property situate in Kitsap County, Washington, more particularly described as follows:

A fifteen foot sewer easement over and across the South 15 feet of the South one half of the following portion of the Northeast quarter, Northeast quarter, Section 27, Township 25 North, Range 2 East, W.M., Beginning 24 rods West of the Southeast corner of the Northeast quarter, Northeast quarter; thence West 16 rods; thence North 10 rods; thence East 16 rods; thence South 10 rods to the Point of Beginning.

EXCISE TAX EXEMPT

AUG 19 1976

BILLIE EDER
KITSAP COUNTY TREASURER

and that only such rights in the land above described shall be acquired as shall be necessary for the construction, reconstruction, alteration, operation, maintenance and repair of said Sanitary Sewers and appurtenances. That the Grantee shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purposes herein described, without incurring any legal obligation or liability therefor, provided that such construction, reconstruction, alteration, operation, maintenance and repair shall be accomplished in such a manner that the private improvements existing in this right-of-way shall not be disturbed or destroyed; or in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee.

REL 95P1200

The Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation and maintenance of the sewer main and so long as no permanent buildings or structures are erected on said easement.

Together with a temporary construction easement described as follows:

No additional construction easement needed.

Said temporary construction easement shall remain in force during the construction of the utility and appurtenances and until such time as the utility and appurtenances have been accepted for maintenance and operation by the City of Winslow.

This agreement shall be a covenant running with the land and shall be binding on the Grantor, its successors and assigns forever.

ANDREW OBRASTOFF and Gladys C. Obrastoff

and

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this ____ day of _____, 1976, personally appeared before me Andrew Obrastoff and Gladys C. Obrastoff; Andrew Obrastoff and _____ to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged that THEY signed and sealed the same as THEIR free and voluntary act and deed for the uses and purposes therein mentioned.

NOTARY PUBLIC in and for the State of Washington, residing at ~~Winslow~~.

Filed for Record Aug 12 1976 at 10:50 AM
Request of Bradford Booth Zehnder
TED WRIGHT, Kitsap County Auditor
2931 Sea-First Bldg.
Seattle 98154

REEL 95FR1201

1241033

Easement 95

ELDRED 3J

EASEMENT

3

For a valuable consideration, receipt of which is hereby acknowledged, the Grantor(s), Bowen Development Company, a Washington Corporation

hereby grants and conveys to the Grantee(s), the City of Winslow

its successors and assigns, the right, privilege and authority to construct, improve, repair and maintain a sanitary sewer line across, over and upon fifteen feet of the following land, located in the City of Winslow, Kitsap County, State of Washington, to-wit:

That portion of the northeast-quarter of the northeast-quarter of Section 27, Township 25 North, Range 2 East, W.M. described as follows:

A strip of land fifteen-feet in width, having seven and one-half feet of said width on each side of the following described centerline: Beginning at a point on the southerly limits of said subdivision 526.00 feet West of the southeast corner of said subdivision, said point being the true point of beginning; thence North 85.00 feet to the terminus of this easement.

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The Grantor(s) shall make no use of the land occupied by said sanitary sewer line except for ingress & egress and installation, care and maintenance of landscaping.

In exercising the rights herein granted, the Grantee(s), its successors and assigns, may pass and repass over said sanitary sewer line and may cut and remove brush, trees and other obstructions which in the opinion of the Grantee(s) interfere(s) with ingress, egress and maintenance of landscaping.

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof.

In Witness Whereof, the said Grantor(s) has executed this instrument this 25TH day of JANUARY, 1983

FILED FOR RECORD
REQ. OF LAND TITLE COMPANY
FEB 4 1983 AM 8:00
SHERRIL HUFF
KITSAP COUNTY AUDITOR
DEPUTY

Richard G. Bowen
Richard G. Bowen, President
Bowen Development Company

STATE OF WASHINGTON, County of Kitsap } ss. (Individual Acknowledgment)

I, Vicki A. Maurer, Notary Public in and for the State of Washington, residing at Bainbridge Island, do hereby certify that on this 25th day of January, 1983, personally appeared before me Richard G. Bowen to me known to be the individual described in and who executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

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GIVEN UNDER MY HAND AND OFFICIAL SEAL this 25th day of January, 1983.

Vicki A. Maurer

Notary Public in and for the State of Washington, residing at Bainbridge Island in said County.

EXCISE TAX EXEMPT
FEB 4 1984
BILLIE EDER
KITSAP COUNTY TREASURER

Easement
Washington Legal Blank Co., Bellevue, WA Form No. 1 8/78
MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FORM WHATSOEVER.

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