

## WATER BILL OF SALE

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(Project Name and Number)

\_\_\_\_\_, the undersigned ("Vendor"), for value received and other consideration, receipt of which is hereby acknowledged, hereby sells, conveys, transfers, and assigns, to **CROSS VALLEY WATER DISTRICT OF SNOHOMISH COUNTY, WASHINGTON**, a municipal corporation ("Vendee"), the personal property described on Exhibit A, attached hereto and incorporated herein by this reference (the "Water Facilities"), situated in Snohomish County, Washington.

In making the conveyance, Vendor warrants to Vendee that the Water Facilities as installed are fit for the intended purpose; i.e., for use as a water distribution system including distribution and supply lines adequate for the service intended, and that they have been constructed in accordance with the conditions and standards of the District, and in compliance with all laws, regulations, resolutions or policies regarding construction of the Water Facilities. Vendor further warrants that all claims for labor, material, taxes, or other indebtedness, which might be a lien against said Water Facilities, have been paid.

Vendor guarantees for a period of two (2) years from the date of this instrument that the Water Facilities will be free of defects in labor and materials, and Vendor covenants and agrees to repair, replace, or correct, any defect in work or materials which is discovered during said two (2) year period, without cost to District. In addition, if any corrections of defects occurring within the two year guarantee period are made, the Vendor shall further warrant the corrected work or materials for two years after the District's acceptance of the corrected work or materials.

The condition of this conveyance is the adoption of a resolution by District accepting the Water Facilities and the agreement of District to operate and maintain the Water Facilities and provide water service from and after the date of said acceptance.

The Vendor warrants to the District that said Vendor owns said Water Facilities free and clear of all encumbrances and has full right and title to dispose of the same, and will defend the title of the Vendee against the claims of all third parties claiming to own, or claiming any interest in or encumbrance on, the Water Facilities.

DATED at \_\_\_\_\_, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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STATE OF WASHINGTON        )  
                                  ) ss  
COUNTY OF SNOHOMISH        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and of the State  
of Washington, residing at \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

STATE OF WASHINGTON        )  
                                  ) ss  
COUNTY OF SNOHOMISH        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at \_\_\_\_\_

My Appointment Expires \_\_\_\_\_