

BILL OF SALE

Return Address:

DOCUMENT TITLE:
BILL OF SALE

REFERENCE NUMBER OF RELATED DOCUMENT:

GRANTOR:

GRANTEE:
CITY OF LYNDEN, a municipal corporation

ABBREVIATED LEGAL DESCRIPTION:

Full legal description at page ____ hereto

ASSESSOR'S TAX PARCEL NUMBER:

BILL OF SALE FOR _____ UTILITY LINES AND APPURTENANCES

For and in consideration of incorporation of the facilities herein described into the municipal utility system, _____ (“Grantor”) hereby transfers, assigns and conveys all right, title and interest, including after-acquired title, in the following-described facilities to the City of Lynden, a Washington municipal corporation (“Grantee”).

Said facilities consist of _____ and all appurtenances thereto (“Facilities”) and are located on the land legally described as follows:

Grantor hereby represents and warrants as follows:

- a) Grantor is the sole owner of all the Facilities and that the same is free from any encumbrances;
- b) Grantor full power and authority to convey the Facilities;
- c) All bills for labor and material related to the construction of the Facilities have been paid;
- d) Grantor will defend the title of the Grantee against any and all claims and demands of all persons making claim thereto for a period of two (2) years from the date of acceptance of this Bill of Sale by the City of Lynden, and indemnify the City of Lynden for any costs, including attorney’s fees in defending title;
- e) Construction of the Facilities was performed in compliance with all laws, regulations, and ordinances in accordance with the City of Lynden’s Engineering Design and Development Standards; and
- f) For a period of two (2) years from the date of acceptance of this Bill of Sale by the City of Lynden, the Facilities will remain in perfect working order and condition except where abused or neglected by the City of Lynden, and Grantor will repair at its own cost any work or material that may prove to be defective during said two (2) year period of warranty.

Grantor and its successors shall indemnify, hold the City of Lynden harmless from, and defend all claims and demands made against the City of Lynden which implicate any of the above warranties for a period of two (2) years from the date of this Bill of Sale.

GRANTOR:

By: _____
Its: _____

Date: _____

State of Washington)
) ss
County of Whatcom)

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 party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20____.

Notary Public in and for the state of Washington.
Residing at _____.
My appointment expires: _____.

The Facilities herein described are accepted by the City of Lynden.

By: _____
Its: _____

State of Washington)
) ss
County of Whatcom)

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 party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20____.

Notary Public in and for the state of Washington.
Residing at _____.
My appointment expires: _____.