

WATER SYSTEM PURCHASE AND SALE AGREEMENT

This **WATER SYSTEM PURCHASE AND SALE AGREEMENT** (the "Agreement") is made and entered into on the _____ day of _____, 2025 (the "Effective Date"), by and between the **PORT OF SKAMANIA COUNTY**, a Washington municipal corporation (the "Port"), and **SKAMANIA COUNTY** (the "County"), a _____. The Port and the County are collectively referred to herein as the "Parties," and individually as a "Party."

I. RECITALS

WHEREAS, the Port constructed a water system, which includes, but is not limited to, a well and related system of pumps, pipes, tanks, and valves (the "Water System"), on County-owned real property commonly referred to as Skamania County Tax Assessor Parcel No. 04072700190000 and 1122 Hemlock Road, Carson, Washington 98610 (the "Property");

WHEREAS, the Water System provides potable water service to the Property and other real properties owned by the County, and to no other real property;

WHEREAS, by virtue of owning the Water System, the Port is responsible for maintaining, repairing, improving, and operating the Water System;

WHEREAS, the Water System constitutes a liability to the Port given the Port's responsibility to maintain, repair, improve, and operate the Water System;

WHEREAS, the Port desires to transfer ownership of the Water System to the County;

WHEREAS, the County desires to accept ownership of the Water System as the County is the only entity receiving water from the Water System; and

WHEREAS, pursuant to RCW 39.33.010(1), the Port may transfer the Water System to the County on such terms and conditions as are mutually agreed to by the Parties.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual obligations and benefits herein, which the Parties agree represents true and full value for the Water System, the Parties agree as follows:

1. **WATER SYSTEM CONVEYANCE.** The Port agrees to transfer, and County agrees to accept, on the following terms, all right, title, and interest in and to the Water System. The Water System shall be conveyed to the County pursuant to that Bill of Sale attached hereto as **Exhibit A** (the "Bill of Sale"). The Parties shall execute the Bill of Sale concurrently with execution of this Agreement.

2. **CLOSING.** The closing hereunder (the "Closing") shall be concurrent with the Effective Date of this Agreement (the "Closing Date").

3. **OPERATION OF WATER SYSTEM.** Prior to Closing, the Port shall be responsible for operating the Water System pursuant to all applicable laws, rules, and regulations. Commencing at Closing, the County shall be responsible for operating the Water System pursuant to all applicable laws, rules, and regulations.
4. **AMENDMENT.** No modification, termination, or amendment of this Agreement may be made except by written agreement signed by all Parties.
5. **NEUTRAL AUTHORSHIP.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work-product of both Parties. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
6. **COUNTERPARTS.** This Agreement may be executed in any number of original counterparts, with the same effect as if the Parties had signed the same document, and will become effective when one (1) or more counterparts have been signed by both Parties. All counterparts will be construed together and evidence only one (1) Agreement.
7. **GOVERNING LAW.** This Agreement, and the rights of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington.
8. **CAPTIONS.** The captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement.
9. **ELECTRONIC EXECUTION.** This Agreement may be executed by the Parties and transmitted by electronic means and, if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.
10. **SEVERABILITY.** In case any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
11. **ADDITIONAL ACTS.** Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by the Parties, the Parties hereby agree to perform, execute, and/or deliver, or cause to be performed, executed, and/or delivered, on or before Closing, any and all such further acts, deeds, and assurances as the Port or the County, as the case may be, may reasonably require to (i) evidence and vest in the County the ownership of and title to the Water System; and (ii) consummate the transactions contemplated hereunder.
12. **AUTHORITY.** The Parties represent and warrant to each other that the person signing on behalf of each Party has full right, power, and authority to execute this Agreement. No other authorizations or approvals, whether of governmental bodies or otherwise, will be necessary in order for the Parties to enter into this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties. There are no other oral or written agreements or understandings between the Parties. Each Party hereby warrants that there have been no other oral or written promises, warranties, or statements relied upon by the other Party as an inducement to entering into this Agreement concerning the facts and circumstances of this Agreement. Any modifications to this Agreement must be approved and executed in writing by the Parties.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement as of the date set forth above.

PORT:

COUNTY:

PORT OF SKAMANIA COUNTY

SKAMANIA COUNTY

By: _____
Title: _____

By: _____
Title: _____

**EXHIBIT A
BILL OF SALE**

BILL OF SALE – WATER SYSTEM

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the true and full value, the receipt of which is hereby acknowledged, the terms and conditions of that certain Water System Purchase and Sale Agreement dated _____, 2025, and other good and valuable consideration, the **PORT OF SKAMANIA COUNTY**, a Washington municipal corporation (the “Port”), does hereby convey, grant, bargain sell, assign, and transfer to **SKAMANIA COUNTY** (the “County”), a _____, the following personal property:

The well and related system of pumps, pipes, tanks, and valves constructed by the Port and located on County-owned real property commonly referred to as Skamania County Tax Assessor Parcel No. 04072700190000 and 1122 Hemlock Road, Carson, Washington 98610 (the “Water System”).

The Water System is sold “AS IS, WHERE IS”, with all faults in its present state and condition as of the closing, with no rights of recourse against the Port, and without any representations or warranties of any kind whatsoever, express or implied, by the Port, or any of the Port’s employees or agents, except for the warranty of title set forth below.

The Port hereby warrants that it has good and legal title to the Water System, and that the Water System is transferred free and clear of all liens, security interests, and encumbrances of any kind and nature.

IN WITNESS WHEREOF, the Port and the County have hereunto set their signatures, hand, and seal this _____ day of _____, 2025.

PORT:

COUNTY:

PORT OF SKAMANIA COUNTY

SKAMANIA COUNTY

By: _____
Title: _____

By: _____
Title: _____