

After Recording Return to:

Snohomish Health District
Environmental Health Division
3020 Rucker Ave., Suite 104
Everett, WA 98201

**COVENANT FOR ONSITE SEPTIC SYSTEM
OPERATION AND MAINTENANCE**

Grantor: Snohomish County, a political subdivision of the State of Washington
Grantee: Snohomish Health District
Legal Description: A ptn. of the SW ¼ and the SE ¼ of Section 11, Township 32 North,
Range 9 East, W.M.
Tax Parcel ID#: 320911 004 01500

FOR AND IN CONSIDERATION OF approval of Snohomish County’s (“Grantor’s”) application for a private waste disposal system (onsite septic system) with holding tanks, Snohomish County, being the owner of the following-described property located in Snohomish County, Washington:

SEE ATTACHED EXHIBIT A

hereinafter referred to as the “Property,” hereby imposes the following covenants upon said property:

1. The onsite septic system and holding tank facilities located on the Property shall be perpetually maintained and kept in good condition, functioning as required to meet their design purposes, in accordance with and as conditioned in the onsite septic system approved permit and as further outlined below:
 - a. Grantor shall contract with a qualified company or entity to provide equipment, personnel, removal services for hauling sewage generated on the Property and shall so contract as to provide regular such service.
 - b. The company or entity to provide the removal and hauling services shall be a pumping and hauling company who own a valid permit issued by the Snohomish Health District. Further, said company or entity shall provide and utilize a motor vehicle equipped with a tank and pumping device sufficient to handle sewage flowing into the holding tank servicing the Property. The contract shall be for at least an annual period with a minimum 30-day cancellation notification.

- c. Grantor shall not allow sewage to overflow or otherwise be disbursed onto the surface ground and/or into the ground water and/or into the subsoil.
 - d. The holding tank shall be used only for the limited purposes as identified in the onsite septic application and information submitted at the time of application and only for the exclusive use for disposal of “sewage” as defined in WAC 246-272A-0010. Furthermore, the Grantor and any user of the sewage holding tank on the above-described property, is prohibited from discharging industrial waste into the holding tank on the Property in accordance with WAC 173-216-060.
- 2. Grantor shall provide to the Snohomish Health District (the “Grantee”) a copy of the contract with the qualified company or entity providing the services identified in Paragraph 1 above; notice of cancellation, as well as a subsequent contract entered into with a pumping and hauling company.
 - a. Grantor shall provide and maintain records relative to pumping of said system and make said records available to the Grantee.
- 3. Grantor agrees to allow the Grantee, without requirement of any advance notice, access to the property for the purposes of examination of the waste disposal system.
- 4. It is understood that the Grantee will incur costs in the supervision and inspection of the private onsite sewage system of the Grantor. It is contemplated that routine inspections will be made by the Grantee of the system, the records maintained by the Grantor, the pumping of the holding tank and the delivery of the sewage to appropriate treatment facilities. An annual charge, as determined by the Board of Health, will be payable by the Grantor to the Grantee at the beginning of the calendar year following the issuance of a Certificate of Occupancy of the premises.
- 5. When public sewers become available to serve Grantor’s Property, Grantor agrees to take steps at Grantor’s expense to connect the disposal of sewage waste generated upon Grantor’s site to such public sewer system, including entering into a sewer district authority’s Standard Developer Extension Agreement and such other undertakings as may be necessary in order to obtain sanitary sewer service to Grantor’s Property. Upon notification of sewer availability from the appropriate sewer district, Grantor will commence construction of the hook-up immediately, with completion within 60 days.
- 6. The obligations established hereby shall be the duty of the Grantor and its successors-in-interest. No lease of the Property shall contain any term or provision in derogation of the provisions hereof. While Grantor may provide for performance of the obligations hereunder by a lessee, notwithstanding the provisions of any lease, said obligations and liability therefor shall devolve upon and ultimately rest with the owner.
- 7. The expense of performing the obligations described above shall be borne by the Grantor and

its successors-in-interest.

8. This agreement shall be binding upon the Property and the Grantor's heirs, successors and assigns and shall be construed as a covenant running with the Property. The rights and obligations provided for herein shall continue in force and effect until such time as this Covenant is terminated by mutual agreement of Grantee and Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Covenant this _____ day of _____, 2021.

SNOHOMISH COUNTY:

By _____

Its: _____

Approved as to form:

Rebecca J. Guadamud 03-19-2021

Deputy Prosecuting Attorney

Date

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 party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2021.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER AND OF THE SOUTH HALF OF THE SOUTHEAST QUARTER, ACCORDING TO U.S. GOVERNMENT SUBDIVISION PROCEDURES, OF SECTION 11, TOWNSHIP 32 NORTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 11 TO THE POINT OF CURVE OF CURVE NUMBER 2 FOR THE SOUTHERLY MARGIN OF RIGHT OF WAY FOR THAT U.S. FOREST SERVICE ROAD SHOWN ON THE RIGHT OF WAY PLAT FILED UNDER APPLICATION NO. 39347 WITH THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, OLYMPIA, WASHINGTON; THENCE NORTH RADially A DISTANCE OF 33 FEET TO THE CENTER OF SAID FOREST SERVICE ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD TO THE SOUTH LINE OF THE SEATTLE CITY LIGHT TRANSMISSION LINE RIGHT OF WAY, AS DESCRIBED BY DOCUMENT RECORDED UNDER AUDITOR'S FILE NO. 504557; THENCE EASTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE SOUTHERLY ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER TO THE EAST LINE OF SAID SECTION 11; THENCE SOUTHERLY ALONG SAID LINE TO THE POINT OF BEGINNING. RESERVING THEREFROM AN EASEMENT FOR UNRESTRICTED USE OVER AND ACROSS THAT PORTION OF THAT ROADWAY SHOWN ON SAID RIGHT OF WAY PLAT FILED UNDER APPLICATION NO. 39347, LYING WITHIN THE ABOVE DESCRIBED LANDS.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.