

AFTER RECORDING RETURN TO:

CITY OF WINLOCK
PO BOX 777
WINLOCK, WA 98596

PLEASE PRINT OR TYPE ALL INFORMATION
DOCUMENT TITLE(S) (OR TRANSACTIONS CONTAINED THEREIN):

Sanitary Sewer Facilities Easement And Maintenance Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED/RELEASED:

GRANTOR/BORROWER (LAST NAME FIRST, FIRST NAME AND INITIALS):

ADDITIONAL NAMES LISTED ON PAGE _____ OF DOCUMENT.

GRANTEE/ASSIGNEE/BENEFICIARY (LAST NAME FIRST, FIRST NAME AND INITIALS):

CITY OF WINLOCK

ADDITIONAL NAMES LISTED ON PAGE _____ OF DOCUMENT.

LEGAL DESCRIPTION (ABBREVIATED: I.E. LOT, BLOCK, PLAT OR SECTION, TOWNSHIP, RANGE)

COMPLETE LEGAL DESCRIPTION IS LISTED ON PAGE _____ OF DOCUMENT.

ASSESSOR'S TAX PARCEL NUMBER(S)

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE STAFF WILL NOT READ THE DOCUMENT TO VERIFY THE ACCURACY OR COMPLETENESS OF THE INDEXING INFORMATION PROVIDED HEREIN.

**SANITARY SEWER FACILITIES EASEMENT
AND MAINTENANCE AGREEMENT**

This Sanitary Sewer Facilities Easement and Maintenance Agreement is made this _____ day of _____, 20____, by and between the City of Winlock, a Washington municipal corporation (hereinafter the “City”), and _____, a _____, located and doing business at _____ (hereinafter the “Owner”).

RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Winlock, Washington, commonly described as _____ located at _____, (hereinafter the “Property”) and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner’s proposed development of the Property, the City has required, and the Owner has constructed, a private sanitary sewer system on the Property; and

WHEREAS, such sanitary sewer system is described and shown on a construction drawing(s) prepared by the engineering firm of _____, dated _____ (hereinafter the “Plans”), for the Owner’s Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval, and/or due to the nature of the development, the sanitary sewer system on the Property is located on private property, and will be the responsibility of and owned, operated, and maintained by the City; and

WHEREAS, the sewer will eventually be connected to the City’s sanitary sewer system and the City desires an easement to definitively establish the permissible location of the City’s access on the Property described in **Exhibit A**, for the purposes described in this Agreement; and

WHEREAS, as a result of said private ownership and responsibility for operation and maintenance, including repair, rehabilitation, replacement, alterations and/or modifications, the parties have entered into this Easement and Maintenance Agreement, in order to ensure that the

sanitary sewer system will be constructed, operated, and maintained in accordance with the approved Plans and all applicable rules and regulations;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

TERMS

Section 1. Affected Property. The real property subject to this Agreement is legally described in **Exhibit A**.

Section 2. Grant and Location of Easement. Grantor hereby grants and conveys to the City of Winlock, a municipal corporation (“Grantee”), its successors and assigns, a non-exclusive utility easement (“Easement”) with immediate right of entry and continued access over, under, and across the real property legally described on **Exhibit C** (easement legal description) and depicted on **Exhibit D** (easement area), attached hereto, and incorporated here in. This Easement is granted to the City for the purpose of providing the City with ingress and egress to access the sanitary sewer system on the Property for inspection, and to reasonably check the system for performance, operational flows, defects, and/or conformance with applicable rules and regulations. In addition, the City may use this Easement to exercise its rights as described herein.

Section 3. Purpose of Easement. The purpose of this Easement is for the construction, improvement, maintenance, and repair of underground sanitary sewer mains and utility access holes (manholes). This does not include the lateral or side sewer line connecting to the City’s main line.

Section 4. City Maintenance Obligations. The City shall maintain and repair the main line of the sanitary sewer system and its appurtenant structures so as not to damage the property burdened by this Easement, or any other property. Maintenance and repair of the sanitary sewer outside the ordinary course of business shall be at the Owner’s sole cost and expense. Maintenance and repair shall be at the Owner’s sole cost and expense.

Section 5. Owner Maintenance Obligations. The Owner shall be responsible for and maintain the side sewer from the building to the connection to the main sewer line.

Section 6. Interference. The Owner may use the surface above the Easement, PROVIDED that its use does not interfere with or cause damage to the utility pipes, water mains, and appurtenant structures, PROVIDED FURTHER that prior to constructing any building or planting any trees within the Easement The Owner shall obtain the written consent of City, which consent shall not be unreasonably withheld. The Owner may construct a fence or other obstruction on The Owner’s property, PROVIDED however that Owner does not prohibit or impede City’s access to the Easement, PROVIDED FURTHER any fence obstructing the City’s ability to maintain the sanitary sewer shall be removed at The Owner sole cost and expense. The Owner may grant other non-exclusive easement rights in and to the Easement; PROVIDED, however, that no other utility pipe, line, or structure shall be located closer than five (5) feet parallel to the City’s sanitary sewer main, manhole, and/or appurtenances; and, PROVIDED FURTHER, that prior to installation of

any utility pipe, line, or structure that crosses the Easement, The Owner shall obtain the written consent of City, which consent shall not be unreasonably withheld. If, in exercising any right to use the surface above the Easement or grant other easements, the Easement is disturbed, The Owner shall return the Easement to its condition prior to its disruption, at The Owner's sole cost and expense.

Section 7. Title. The Owner warrants that the Owner has good title to the above property.

Section 8. Successor and Assigns. This agreement shall run with the property and be binding on the parties, their successors, and assigns.

Section 9. Notice to City. The Owner shall obtain written approval from the City Mayor prior to performing any alterations or modifications to the sanitary sewer system located on the Property described in **Exhibit A**. No part of the sanitary sewer system shall be dismantled, revised, altered, or removed, except as provided hereinabove, and except as necessary for maintenance, including repair, rehabilitation, replacement, alterations, and/or other modifications.

Section 10. Conveyances. In the event the Owner shall convey its substantial beneficial or fee interest in any property in the Plat, any lot, or the Property, the conveying Owner shall be free from all liabilities respecting the performance of the restrictions, covenants, and conditions in this Agreement; PROVIDED, HOWEVER, that the conveying Owner shall remain liable for any acts or omissions during such Owner's period of ownership of such Property.

Section 11. Indemnification of City. The Owner agree to defend, indemnify and hold harmless the City of Winlock, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the sanitary sewer system as installed by the Owner, or arising by reason of any omission or performance under this Agreement by the Owner, its successors and assigns, and/or Owners' Association, of any of the obligations hereunder.

Section 12. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Easement and Maintenance Agreement.

Section 13. Terms Run with the Property. The terms of this Easement and Maintenance Agreement are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

Section 14. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt or three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:
Community Development Department
City of Winlock
P.O. Box 777
Winlock, WA 98335

To the Owner:

Section 15. Severability. Any invalidity, in whole or in part, of any provision of this Easement and Maintenance Agreement shall not affect the validity of any other provision.

Section 16. Waiver. No term or provision herein shall be deemed waived, and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 17. Governing Law, Disputes. Jurisdiction of any dispute over this Easement and Maintenance Agreement shall be solely with Lewis County Superior Court, Lewis County, Washington. This Easement and Maintenance Agreement shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Easement and Maintenance Agreement shall be entitled to its reasonable attorneys' fees, costs, expenses, and expert witness fees.

Section 18. Integration. This Easement and Maintenance Agreement constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Easement and Maintenance Agreement be executed this _____ day of _____, 20__.

CITY OF WINLOCK

OWNER

By: _____
Mayor

By: _____
Owner, President, Managing Member

Print Name: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

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: _____

Notary Public in and for the State of Washington
Residing at: _____
My Appointment Expires: _____
Printed Name: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF LEWIS)

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

DATED: _____

Notary Public in and for the State of Washington
Residing at: _____
My Appointment Expires: _____
Printed Name: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

EXHIBIT B
SANITARY SEWER PLANS

EXHIBIT C

EASEMENT LEGAL DESCRIPTION

EXHIBIT D
EASEMENT AREA