When Recorded, Return to

OUT OF CITY SEWER AGREEMENT
(SMC 21.20.020; RCW 35.67.310)

GRANTOR: 1) _____

2) _____

3) _____

☐Additional Owners/Grantors on page _____

GRANTEE: The City of Seattle

LEGAL DESCRIPTION (ABBREVIATED):

☐Additional legal description on page 2.

ASSESSOR'S TAX PARCEL ID NO(S). _____

Permit Street Address _____

Application No. (by DPD staff): _____

Date (by DPD staff): _____

Grantor's Address _____

City _____ State _____ Zip _____

OUT OF CITY SEWER AGREEMENT
(SMC 21.20.020; RCW 35.67.310)
(WHEN PROPERTY TO BE CONNECTED IS OUTSIDE CITY LIMITS)

THIS Agreement is executed in favor of the City of Seattle ("City") by _____, ("Owner") of the following described property situated in City of _____, King County, State of Washington:

In consideration of the City granting permission to an out of City property to connect to the City sewer system upon payment of the prescribed fees and charges, Owner hereby agrees and covenants with the City as follows:

1. Owner agrees to construct, install and maintain the sewer in accordance with City approved plans and specifications and under the supervision of the Director of the Seattle Public Utilities, without cost or expense to the City.

2. Owner acknowledges that Owner's property is located outside the City of Seattle limits and that the City has no duty to provide sewer service to Owner's property. Owner further acknowledges that Owner's property is not served by a public sewer main, public combined main and/or public storm drain of another jurisdiction or that the City's public mains are more accessible than the other jurisdiction's facilities.

3. Owner agrees not to allow any additional property other than that described above to be served by the City's sewer connection.

4. Owner agrees to pay all fees, taxes and charges related to the connection, service, repair, and maintenance of the sewer facility and sewer service as invoiced by the City until such time as the sewer serving the property is disconnected by the City from the City's public sewer main, public combined main and/or public storm drain.

5. Owner agrees on behalf of Owner and on behalf of Owner's heirs, successors and assigns that, if Owner or Owner's heirs, successors and assigns do not keep and perform the terms and conditions of this Agreement, the City may disconnect the sewer serving the Owner's property from the City's sewer system. In the event that Owner or Owner's heirs, successors and assigns do not keep and perform the terms and conditions of this Agreement and the City desires to disconnect the sewer as agreed to above, Owner, on behalf of Owner's heirs, successors and assigns, authorizes and grants permission to the Director of Seattle Public Utilities or the Director's designee to enter upon Owner's property for the purpose of disconnecting said sewer serving the Owner's property from the City's sewer system. In such event

Owner agrees that any prior connection charge paid to the City for the sewer connection is forfeited to the City.

6. Owner agrees on behalf of Owner and on behalf of Owner's heirs, successors and assigns that this Agreement shall be a covenant running with the land and shall be binding upon Owner and Owner's heirs, executors, administrators, successors, assigns, lessees, sub-lessees, tenants and sub-tenants forever.

7. Owner, on behalf of Owner and Owner's heirs, successors and assigns, agrees to indemnify, hold harmless and defend the City and its officers, agents and employees from and against any and all claims, losses, costs and damages including without limitation personal injury, death, property damage, loss of use, and attorneys' fees, arising out of, relating to, or resulting from the installation, connection, operation, maintenance, and disconnection of the sewer, except for such damages or other losses caused by or resulting from the sole negligence of the City, its agents or employees.

8. PERMITS

Owner has applied to City for the following permits or approvals for the Property:

Type(s) of permit sought: Side Sewer
Date(s) of application: See front page
Application Number(s): See front page

SIGNATURES, ACKNOWLEDGEMENTS AND NOTARY

(INDIVIDUAL—attach more pages if needed)

Dated:_____

_____
Owner/Grantor

_____
Printed Name

_____
Address

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 and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Date:

_____
NOTARY PUBLIC in and for the State of Washington
Residing at_____
My commission expires:_____
PRINT NAME: _____

Use this space for Notary Seal

Dated:_____

_____
Owner/Grantor

_____
Printed Name

_____
Address

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 and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: _____
NOTARY PUBLIC in and for the State of Washington
Residing at_____
My commission expires:_____
PRINT NAME: _____

Use this space for Notary Seal

(**CORPORATE OWNER, PARTNERSHIP OWNER, LIMITED LIABILITY COMPANY OWNER/OTHER LEGAL ENTITY OWNER—attach more pages if needed)**

Date:_____

_____
Owner/Grantor

_____
Printed Name

_____
Address

By_____

_____
Printed Name

Its _____

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_____ _____(type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of _____ (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of Washington
Residing at_____
My commission expires:_____
PRINT NAME: _____

Use this space for Notary Seal

Date:_____

_____
Owner/Grantor

_____
Printed Name

_____
Address

By_____

_____
Printed Name

Its_____

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_____ (type of authority, e.g., partner, trustee, title of officer, personal representative, guardian, attorney in fact for a principal, etc.) of_____ (name of owner/entity on behalf of whom instrument was executed), to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: _____

NOTARY PUBLIC in and for the State of Washington
Residing at_____
My commission expires:_____
PRINT NAME: _____

Use this space for Notary Seal