When Recorded, Return to

Department of Planning and Development
700 5th Ave, Suite 1800
P.O. Box 34019
Seattle, WA 98124-4019

TEMPORARY SEWER CONNECTION AGREEMENT
(SMC 21.16.110)

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 _____

TEMPORARY SEWER CONNECTION AGREEMENT
(SMC 21.16.110)

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

In consideration of the City granting a permit for a temporary sewer connection, Owner, on behalf of Owner, and on behalf of Owner's heirs, successors, and assigns, hereby acknowledges, agrees and covenants with the City as follows:

1. Owner has applied for a temporary connection to a combined sewer, sanitary sewer, side sewer, storm drain or natural outlet pursuant to Section 21.16.110.

2. As a condition to the issuance of the permit, Owner may be required to connect to another combined sewer, sanitary sewer, side sewer, storm drain or natural outlet at some later date, and the Director of Seattle Public Utilities or the Director's designee is authorized by SMC 21.16.110 after sixty (60) days notice, to require Owner to disconnect the side sewer or to reconstruct the side sewer. If such work is not accomplished by the Owner within the sixty (60) days notice period, the Director of Seattle Public Utilities or the Director's designee is authorized to disconnect or to reconstruct the side sewer.

3. Owner hereby agrees on behalf of Owner, and on behalf of Owner's heirs, successors, and assigns to disconnect the temporary connection to the side sewer to the above property and reconstruct and reconnect the same to another combined sewer, sanitary sewer, side sewer, storm drain or natural outlet if and when directed to do so by the Director of Seattle Public Utilities or by the Director's designee. In the event that Owner or Owner's heirs, successors and assigns do not disconnect, reconstruct and/or reconnect same to another combined sewer, sanitary sewer, side sewer, storm drain or natural outlet if and when directed to do so by the Director of Seattle Public Utilities or by the Director's designee, 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, reconstructing or reconnecting said sewer.

4. 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 temporary sewer connection or the disconnection, reconnection or reconstruction thereof, except for such damages or other losses caused by or resulting from the sole negligence of the City, its agents or employees.

5. 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.

6. 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_____
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Date: _____

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

Use this space for Notary Seal