

RETURN TO:

PERPETUAL RECIPROCAL EASEMENT, MUTUAL MAINTENANCE AGREEMENT
AND COVENANT RUNNING WITH THE LAND

Parcel #(s): _____
R: _____ T: _____ S: _____ Q: _____ Q: _____
Project Name: _____

THIS PERPETUAL RECIPROCAL EASEMENT, MUTUAL MAINTENANCE AGREEMENT AND COVENANT RUNNING WITH THE LAND is made and entered into this _____ day of _____, 20 __, by, between, and among _____

WITNESSETH

WHEREAS, the parties hereto warrant that they each own the parcels of property listed and described below such parties' name on Exhibit "A" attached hereto and incorporated by this reference;

WHEREAS, each party owns or may in the future own and maintain a private side sewer connection for the house or structures located on or to be constructed on their parcels described in Exhibit "A" which connects to or will connect to a private sewer system which is jointly used by the parties hereto and their respective parcels; and

WHEREAS, the parties hereto desire to connect their common private sewer system which serves their parcels to Pierce County's system of sewerage; and

WHEREAS, Pierce County has indicated a willingness to grant the parties hereto the privilege of connecting their private system to the Pierce County system for ultimate disposal; and

WHEREAS, as a condition precedent to granting said privilege, Pierce County requires that the parties utilizing the system agree as to who has the responsibility for repair and maintenance of that portion of the private sewer system where joint usage commences to the point of connection to the Pierce County sewer system, and that the promise to maintain be a covenant running with the land binding on all subsequent owners; and

WHEREAS, the parties hereto also desire to grant to each other, their respective heirs, executors, administrators, agents, or assigns a PERPETUAL, RECIPROCAL EASEMENT, with a right of immediate entry and continued access to construct, improve, maintain and repair all appurtenant sewer structures located over, under, upon, and across the real property situated in Pierce County Washington described in Exhibit "B" attached hereto and incorporated by this reference; NOW, THEREFORE,

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Upon construction of a house or other structure on their respective parcels that will connect to the private sewer system, the parties hereto shall be jointly responsible for maintaining the sewer line from the point where joint usage by the parties occurs to the point of connection to the County's mainline sewer.

2. The cost of maintenance and repair of the jointly used sewer line from the connector point where joint usage commence to the mainline sewer hook-up shall be shared equally by all parties and their heirs, executors, administrators, agents or assigns who have built a house on their respective parcels and have connected the structure to the private system.

3. All service and repairs to the line shall be made by qualified repairpersons licensed and bonded to do such work.

4. While it is anticipated that consultation and concurrence will occur between the parties prior to repair, in the event that repairs are needed and it is not possible to have prior consultation and concurrence, it is agreed that any party may contract for such repairs with the cost to be shared and paid jointly as set forth herein.

5. Each party will maintain his or her private side sewer line from his/her structure to the point where joint usage among the parties commences.

6. The cost of any repairs of the side sewer lines from the parties' respective real properties to the point where joint usage commence shall be the sole responsibility of each party and shall not be shared jointly.

7. All parties hereto agree and understand that Pierce County has no responsibility for the repair or maintenance of said jointly used private system.

8. This Perpetual, Reciprocal Easement and Maintenance Agreement shall be a covenant running with the land and shall be binding on all subsequent heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

PROPERTY OWNERS

STATE OF WASHINGTON)

ss.

COUNTY OF PIERCE)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____, to me known to be the _____ of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute said instrument.

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public in and for the State of
Washington, residing in _____
My commission expires on _____

STATE OF WASHINGTON)

ss.

COUNTY OF PIERCE)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____, to me known to be the individual(s) described in and who executed the within instrument and acknowledged that (he/she/they) signed the same as (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20____.

Notary Public in and for the State of
Washington, residing in _____
My commission expires on _____

EXHIBIT "A"
PARTIES AND THEIR RESPECTIVE PROPERTY DESCRIPTIONS

PERPETUAL, RECIPROCAL EASEMENT,
MUTUAL MAINTENANCE AGREEMENT, AND
COVENANT RUNNING WITH THE LAND - 4

EXHIBIT "B"
LEGAL DESCRIPTION EASEMENT

PERPETUAL, RECIPROCAL EASEMENT,
MUTUAL MAINTENANCE AGREEMENT, AND
COVENANT RUNNING WITH THE LAND - 5

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(revised 1/21/2000)