AFTER RECORDING RETURN TO:
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
3629 SOUTH D STREET, MS 1035
TACOMA, WA 98418-6813

AGREEMENT TO RECORD FUTURE EASEMENT

This Agreement (the "Agreement") is entered into by and between the Tacoma-Pierce County Health Department ("Department") and _____ ("Property Owner") for the purposes described herein. Department and Property Owner are referred to individually as a "party" and collectively as the "parties."

Grantor: _____ ("Property Owner")

Grantee: The Public

Tax Parcel Number:

Legal Description:

Tax Parcel Number:

Legal Description: **RECITALS**

WHEREAS, Department regulates the design, installation, operation, and maintenance of onsite sewage systems (OSS) in Pierce County; and

WHEREAS, Property Owner is the owner of two adjacent parcels of real property in Pierce County:

Parcel No. _____ and Parcel No. _____; and

WHEREAS, Property Owner has applied for a permit to design, install, or repair an OSS with components on each of the two parcels; and

WHEREAS, When OSS components are on different parcels Chapter 2 of Department's Environmental Health Code (EHC) requires, and Department's custom and practice has been, that an easement must be created for access and to install, inspect, maintain and repair the OSS and also the site plan must identify the designated easement area; and

WHEREAS, Department has determined that Property Owner has met all the requirements for the issuance of a permit except for the creation and recording of an easement; and

WHEREAS, owners of two adjacent parcels of real property cannot create legally valid easements to themselves;

NOW, THEREFORE, in consideration of the mutual covenants and agreements detailed herein, the adequacy of which is acknowledged by the parties, Department and Property Owner agree as follows:

AGREEMENT

1. **Purpose**. The purpose of this Agreement is to allow Department to issue Property Owner an OSS permit in the absence of a legally valid easement.

2. **Mutual Covenants.**

   2.1. When Property Owner sells, gifts, or otherwise transfers one of the above referenced parcels to another individual or entity ("The Public"), Property Owner shall create and record an easement that includes but is not limited to: providing the dominant parcel owner with access to the OSS components located on the servient parcel and a right to inspect, maintain and repair the OSS components; and ensuring the easement area is not used in any way that may hinder, disrupt, or interfere with access to or use or function of the OSS.

   2.2. Upon the parties' execution of this Agreement, Property Owner shall record a copy of this Agreement against the title to both of the above-referenced parcels and provide Department with a copy of the recorded document.

2.3. Department shall accept this Agreement as satisfaction of the requirement in EHC Chapter 2 that an easement must be created and recorded when OSS components are on different parcels.

2.4. Upon Property Owner's satisfaction of the requirements of this Agreement and all other requirements for the issuance of an OSS permit or approval Department shall issue the OSS permit or approval to Property Owner.

3. **Governing Law; Venue.** The laws of the State of Washington shall govern the validity, performance, interpretation, and enforcement of this Agreement. The venue for any such action shall be Pierce County Superior Court. The prevailing party in any such action shall be entitled to recover costs and attorneys' fees from the other party.

4. **Complete Agreement.** This Agreement embodies the complete agreement and understanding between the parties and supersedes and preempts any prior understandings, agreements, or representations by or among the parties, written or oral, which may have related to the subject matter of this Agreement in any way.

5. **Amendment; Assignment**. The provisions of this Agreement may be amended in writing with the mutual consent of the parties. The parties shall not assign this Agreement or any interest, obligation, or duty hereunder without the express written consent of the other party.

6. **Waiver.** Failure by either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision(s), nor shall the same constitute a waiver of any other provision of this Agreement.

IN WITNESS WHEREOF, this Agreement shall be in force and effect on the date it is signed by the signatories below.

PROPERTY OWNER:

_____

Authorized Representative

State of Washington
County of Pierce

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this _ day of _____, 20 _____,

_____ ,
property owner, personally appeared before me to be the signers of the above instrument.

GIVEN under my hand and official seal the day and year last above written.

_____
Notary Public in and for the State of Washington

My Commission Expires _____

TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

_____ _____
Authorized Representative Date