

RETURN ORIGINAL DOCUMENT TO:

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\_\_\_\_\_

**OFF-SITE DRAINFIELD EASEMENT  
AND OPERATION AND MAINTENANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENT that I (we), the undersigned, owners(s) in fee simple of an interest in the land described herein, hereby declare this covenant and easement and place the same on record:

(1) I (we), the grantor(s) herein, am (are) the owner(s) in fee simple of (an interest in) the following described real estate situated in Island County, State of Washington, to wit:

Parcel I:

Parcel Number:\_\_\_\_\_Grantor(s): \_\_\_\_\_

Property Legal Description: \_\_\_\_\_

On which the grantee(s) herein may install, maintain, and repair septic tank tightline and drainfield over, across, and under which will serve the property owned by the grantee(s) herein, which is described as follows:

Parcel II:

Parcel Number:\_\_\_\_\_Grantee(s): \_\_\_\_\_

Property Legal Description: \_\_\_\_\_

Form updated 1/28/14

(2) It is the purpose of these grants and covenants to prevent certain practices hereinafter enumerated in the use of said grantor's land, which might be deleterious and injurious to the public health, safety and welfare.

(3)(a) Now, therefore, the grantor(s) agree(s) that said grantor(s) heirs, successors and assigns will not construct, maintain or suffer to be constructed or maintained upon the said land of the grantor's described above under the heading "Parcel I" so long as the same is used for maintenance and repair and operation of a septic tank tightline and/or drainfield. The grantor(s) shall be responsible for providing protection of the drainfield and reserve areas from:

- (i) Encroachment by buildings or construction such as placement of swimming pools, power poles, underground irrigation systems, and underground utilities;
- (ii) Cover by structures or impervious material;
- (iii) Surface drainage;
- (iv) Soil compaction, for example by vehicular traffic or livestock; and
- (v) Damage by soil removal and grade alteration.
- (vi) Direct drains, such as footing or roof drains away from the area where the OSS is located;

(b) It is further covenanted, agreed and understood that unity of right, title and interest to the property described above under the heading "Parcel I" and "Parcel II", shall not affect these covenants and easements and the same shall run with the land until such time as this easement is terminated according to the terms enumerated in paragraph (3) (c) hereof.

(c) The grantor(s) further agree(s) that said covenants and easement shall run with the land and shall be binding on all parties assuming or acquiring any right, title or interest in the land described herein or any part thereof, and shall inure to the benefit of each owner thereof until such time as a sanitary sewer system approved by the Island County Health Department is available and connection is permitted by the sewer utility to serve the property described above under the heading "Parcel II", at which time the aforesaid easement and covenants will terminate without further notice upon the recording of a release of this easement and covenants signed by the Island County Health Department Officer.

(4) The off-site property owner(s) of Parcel II (grantees) is (are) responsible for properly operating, monitoring, and maintaining the OSS (on-site sewage system), and the entire length of sewage transport line between "Parcel I and Parcel II, and shall:

- (a) Assure a complete evaluation of the system components and/or property to determine functionality, maintenance needs, and compliance with regulation and any permits at least once every three years for all systems consisting solely of a septic tank and a gravity Subsurface Soil Absorption System (drainfield) OR annually for all other systems unless more frequent inspections are specified by the health officer.
- (b) Employ an approved pumper to remove the septage from the tank(s) when the level of solids and scum indicates that removal is necessary. The septic tank shall be pumped when the total amount of solids equals or exceeds one-third (1/3) the volume of the tank. The pump and/or siphon chamber(s) shall be pumped when any solids are present;
- (c) Keep the flow of sewage to the OSS at or below the approved design both in quantity and waste strength;
- (d) Operate and maintain alternative systems as directed by the health officer;
- (e) Mark the easement area with permanent monuments; and
- (f) Provide vegetation maintenance over drainfield.

(5) The plot plan attached hereto is for illustrative purposes only and shall not serve to define or modify the easement described.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature (Owner of Parcel I, Grantor(s))

\_\_\_\_\_  
Signature (Owner of Parcel II, Grantee(s))

State of Washington )  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public in and for the above named \_\_\_\_\_ County and \_\_\_\_\_ State, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the individuals described in and who executed the foregoing easement and acknowledge to me that they signed this said instrument as their free and voluntary action for the purposes and uses therein made.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**ACCURATE PLOT PLAN DRAWN TO SCALE INCLUDING BUT NOT LIMITED TO:** Property boundaries, location of well(s), drainfields, septic tanks, sand-filters, buildings, easements, critical areas, steep bluffs, etc.

**SCALE:** 1" = \_\_\_\_\_

**North**