

(RETURN ADDRESS:)

DRAINFIELD EASEMENT AGREEMENT

This Agreement is made this _____ day of _____, 200_____,
between _____, herein referred to as a GRANTOR
and _____, herein referred to as a GRANTEE.

The easement described herein is for the sole use of the GRANTEE, its heirs and assigns, for the residence
now or hereafter located upon the following described real estate situated in Thurston County, State of Washington, to
wit:

(Tax Parcel #) _____ (Legal Description) _____

in consideration of one and no/100th Dollars (\$1.00), and other good and valuable consideration in hand paid, receipt
of which is hereby acknowledged, GRANTOR hereby conveys and warrants to GRANTEE the following easements:

A non-exclusive perpetual easement across, along, in, upon, and under GRANTOR=S real estate
situated in Thurston County, State of Washington, to wit:
(Tax Parcel #) _____ (Legal Description) _____

And by this reference made apart hereof for the purpose of installing, constructing, operating,
maintaining, inspecting, removing, repairing, replacing, and using a residential septic tank and soil
absorption system (hereafter residential septic system); TOGETHER WITH the non-exclusive right of
ingress to and egress from said property for the foregoing purposes.

The easement includes the following conditions and covenants which GRANTOR and GRANTEE hereby promise to
faithfully and fully observe and perform:

1. COSTS AND EXPENSES

GRANTEE shall bear and promptly pay all costs and expenses of construction and maintenance of the
residential septic system.
2. CONSTRUCTION AND MAINTENANCE

GRANTEE shall construct and maintain the residential septic system in accordance with all laws,
regulations; and Thurston County Public Health and Social Services Department, Environmental Health
Division regulations, conditions; or specifications as directed by the Thurston County Public Health and
Social Services Department, Environmental Health Division.
3. PRIOR APPROVAL OF PLANS

Prior to the installation and/or alteration of any residential septic system by GRANTEE, plans for said
construction and/or alteration shall be submitted to and approved by the Thurston County Public Health and
Social Services Department, Environmental Health Division.
4. WORK STANDARDS

All work to be performed by GRANTEE shall be in accordance with plans approved by the Thurston County
Public Health and Social Services Department, Environmental Health Division and shall be completed in a
workman-like manner free of claims and liens. Upon completing construction or maintenance of the
residential septic system, GRANTEE shall remove all debris and restore the surface of the property as
nearly as possible to the condition in which is was at the commencement of such work, including restoration
of any survey references or caps which were disturbed or destroyed.
5. PROTECTION OF RESIDENTIAL SEPTIC SYSTEM

GRANTOR shall insure that no encroachments shall be made on the easement area, including but not
limited to the following: placement of water, power or utility lines in the easement area, including
underground sprinkler systems; driving, parking or paving over the easement area; planning or construction
of buildings, utility lines or improvements except as permitted by applicable laws or regulations; or using the
drainfield area in any fashion which hinders, disrupts or interferes with the use or proper functioning of the
residential septic system. GRANTOR shall at all times have the right to occupy the easement area;
provided, that use of the easement area by GRANTOR does not in any fashion hinder, disrupt or interfere
with the use or proper functioning of the residential septic system.

6. ACCESS BY GRANTEE

GRANTEE shall have right of ingress and egress as may from time to time be necessary to insure the proper functioning of the residential septic system. Ingress into the easement area by the GRANTEE for any purpose herein shall be made as provided in Section 9 of ARTICLE IV (effective date 10/15/95) or as the parties may otherwise agree. GRANTEE shall exercise its right under this section so as to minimize interference with GRANTORS use of the property.

7. NOTICES

The GRANTEE shall give GRANTOR written notification of the original construction of the residential septic system at least 15 days prior to the commencement of construction. Notice for any inspection, repair or replacement shall be reasonable under the circumstances.

8. SUCCESSOR INTERESTS

This easement and the rights and obligations herein shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

GRANTOR _____ DATE _____ GRANTEE _____ DATE _____

GRANTOR	DATE
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GRANTEE	DATE
---------	------

State of Washington }
 } ss.

County of _____ }
I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this _____
day of _____, 200____, personally appeared before me

_____ to me known to be the individual _____ described in and who executed the foregoing instrument, and acknowledge that he (they) signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes wherein mentioned.

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

NOTARY PUBLIC in and for the State of Washington
residing at

State of Washington }
 } ss.

County of _____ }
I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this _____
day of _____, 200____, personally appeared before me _____

_____ to me known to be the individual _____ described in and who executed the foregoing instrument, and acknowledge that he (they) signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes wherein mentioned.

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NOTARY PUBLIC in and for the State of Washington
residing at