

**CITY OF OLYMPIA  
EASEMENT PROVISION**

**“ON SITE” S.T.E.P. SYSTEMS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned Grantor(s) do(es) give and grant to the CITY OF OLYMPIA, a Municipal Corporation, a sanitary sewer S.T.E.P. easement as follows:

WHEREAS, Grantor(s) has connected to Sanitary Sewer by means of a Septic Tank Effluent Pump (S.T.E.P.) system, and

WHEREAS, the City of Olympia shall own and maintain said S.T.E.P. system service lateral from the tank to the sewer main, tank, pump and pump controls, which shall serve the property described below; and

WHEREAS, Grantor(s) is (are) the recorded owner(s) of the following described property located within the City of Olympia, Thurston County, Washington:

A perpetual easement is hereby reserved for and granted by the owner to the City of Olympia, its successors and assignees, for operation, maintenance, and repair or replacement of septic tanks, pump chambers, pressure/gravity sewer connection lines and pump status panel, over, under and through the parcel described above. The purpose of the easement is to provide access for city officers and employees to the City-owned portion of the S.T.E.P. sanitary sewer systems. The width of the easement herein reserved shall be five (5) feet on each side of pipe and electrical lines as constructed. Provided, the width of the easement in the vicinity of the tank shall extend five (5) feet beyond the edges of the tank, (see page 3 of 3 for as-built location of afore described easement). The Owner shall maintain and is responsible of the House Lateral connecting the tank to the house plumbing. The City of Olympia shall have the right to temporarily utilize such area beyond the easement area described above that is necessary for the operation, maintenance and repair or replacement activities.

It is possible that major landscaping items, e.g., shrubs and trees, within the above easement right-of-way may be damaged during the performance of operation and maintenance activities. The owner waives any claim against the city for damage to said items in the case where work by the city is done in a manner consistent with industry

standards. The owner also waives any claim against the city for damages generally which arise from "Acts of God" or of third parties, not involving a fault by the City of Olympia.

This easement shall be considered an encumbrance which touches and concerns the land above described, and binds owners, transferees, donees, assignees and successors in interest in the same manner as it binds owners herein.

Dated at Olympia, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

STATE OF WASHINGTON )

)ss

COUNTY OF THURSTON )

On this day and year above personally appeared before me \_\_\_\_\_ and \_\_\_\_\_, known to be the individual(s) described in and who executed the within instrument, and acknowledged that he/she/they signed and sealed the same as his/her/their the free and voluntary act and deed for the purposes and uses herein mentioned.

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

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

Dated at Olympia, Washington this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF OLYMPIA

BY:

\_\_\_\_\_  
Authorized Agent for the City of Olympia

STATE OF WASHINGTON )

For recording purposes, please *do not* write in margins.

COUNTY OF THURSTON                    )ss  
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On this day and year above personally appeared before me, \_\_\_\_\_,  
to me known to be the Authorized Agent for the City of Olympia, a Municipal  
Corporation, who executed the foregoing instrument, and acknowledged the said  
instrument to be the free and voluntary act and deed of said Municipal Corporation for  
the uses and purposes therein mentioned, and on oath states he/she is authorized to  
execute the said instrument.

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

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