SHARED ONSITE SEPTIC SYSTEM USERS AGREEMENT

PARTIES AND PROPERTY

OWNERS: _____
is/are the owner(s) of the following described property:

SHARED DRAINFIELD: The shared drainfield and pump chamber subject to this Agreement is shown on Attachment A and located on:

OWNERSHIP OF THE SHARED DRAINFIELD

It is agreed by the parties that each of the said parties shall be and is hereby granted an undivided __1/2___ interest in and to the use of the shared drainfield to be constructed. Each party shall be entitled to dispose of and treat an amount of sewage effluent equal to ____ gallons/day. This amount of effluent is typical of a _____ bedroom single family residence as per WAC 246-272A. All parties shall be limited to a maximum _____ bedroom single family residence per lot of record.

COST OF THE ONSITE SEPTIC SYSTEM CONSTRUCTION

The parties herein agree to share equally in the cost incurred in the shared drainfield site approval, construction, and design of the shared onsite septic system for approval by the Health Officer. Each party herein agrees to absorb the cost incurred for the individuals own septic tank, pump chamber, transport piping, wiring, etc. up to (and connection to) the common transport piping (force main).

COST OF MAINTENANCE OF SHARED DRAINFIELD

Each party hereto covenants and agrees that they shall equally share the maintenance and operational costs of the shared drainfield system herein described. The expense of routine drainfield inspections, vegetation maintenance, fencing (if necessary), etc. shall be shared equally by all parties. The parties shall establish and maintain a reserve account at a mutually agreed upon banking institution. Each party shall be entitled to receive an annual statement from said banking institution regarding the status of the reserve account. The monetary funds in the reserve account shall be utilized for the sole purpose of drainfield inspections, maintenance, repairs, or replacement of common drainfield equipment or appurtenance thereto.

EASEMENT OF DRAINFIELD

There shall be an easement for the purpose of maintaining or repairing the drainfield. Said easement shall allow for the installation of a primary and reserve drainfields, and anything necessary to the operation, maintenance, and repair of the shared drainfield.

MAINTENANCE AND REPAIR

All tanks, building sewers, and pipelines in the system shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Cost of repairing or maintaining common distribution pipelines and the common shared drainfield shall be born equally by all properties. Each party in this agreement shall be responsible for the maintenance, repair, and replacement of their own septic tank, pump chamber, transport piping (force main), or equipment or appurtenance thereto, to their own particular dwelling and property.

PROHIBITED PRACTICES

The parties herein, their heirs, successors and/or assigns, will not 1) use or introduce strong bases, acids, or chlorinated organic solvents into their own septic tank and/or pump chamber for the purpose of system cleaning, 2) use a sewage system additive unless it is specifically approved by the Department of Health, or 3) use their own sewage collection piping to dispose of waste components atypical of sewage from a residential source, and 4) not to exceed the amount of effluent as noted above. Additional effluent amounts may cause the shared drainfield to prematurely fail.

RESTRICTION ON FURNISHING ADDITIONAL CONNECTIONS

It is further agreed by the parties hereto that they shall not allow additional connection, other than those parties listed herein above, to any other persons, properties or dwellings without majority consent of the properties and written approval from the Chelan Douglas Health District.

HEIRS, SUCCESSORS AND ASSIGNS

These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof, and it shall pass to and be for the benefit of each owner thereof.

ENFORCEMENT OF AGREEMENT ON NON-CONFORMING PARTIES AND PROPERTIES

The parties herein agree to establish the right to make reasonable regulations for the operation of the system, such as the termination of service if bills are not paid within 45 days of the due date, additional charges for disconnection, reconnection, etc. Parties not conforming with the provisions of this agreement shall be subject to interest charges of _____% per annum together with all collection fees.

DATED this _____ day of _____, 20__.

_____

_____

STATE OF WASHINGTON

COUNTY OF _____

On this _____ day of _____, 20____, before me, the duly undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ who executed the foregoing instrument, and acknowledged to me that he signed the same as his own free and voluntary act and deed for the uses and purposed therein mentioned.

In WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____

State of Washington, Residing in _____

My commission expires _____