RETURN ADDRESS

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Please print neatly or type information

Document Title(s)

_____ _____

_____ _____

Reference Number(s) of related documents

_____ _____ _____ _____

Additional Reference #'s on page _____

Grantor(s) (Last, First, Middle Initial)

_____ _____

_____ Additional grantors on page _____

Grantee(s) (Last, First, Middle Initial)

THE PUBLIC _____

_____ Additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

_____

Additional legal on page _____

Assessor's Property Tax Parcel/Account Number

_____

Additional parcel #'s on page _____

The auditor/Recorder will rely on the information provided on this form. The staff will not read the documents to verify the accuracy of completeness of the indexing information provided herein.

Notice of Requirements for Nonconforming On-Site Sewage System

Assessor's Tax Parcel ID# (APN): _____

IN CONSIDERATION of approval by King County of the installation of a nonconforming on-site sewage/septic system ("OSS") for the below-described property ("the property"), and in accordance with the King County On-site Sewage Regulations, Title 13 of the Code of the King County Board of Health (BOH Title 13), I/We (print) _____ and _____, Grantors, hereby declare and provide this Notice of Requirements for Nonconforming On-Site Sewage System ("Notice on Title") as follows:

1. I/We am/are the owner(s) of real property ("the property") within King County, which is legally described as follows:

   _____

   _____

   _____

2. The property is served by an on-site sewage/septic system ("OSS").

3. I/We acknowledge that an OSS repair fully conforming to the requirements of BOH Title 13 was not feasible on the property due to site and soil limitations, and that the repair or replacement conducted on the OSS associated with Permit No. _____ does not meet regulatory requirements of a new system and/or represent an OSS upgrade to accommodate structural expansion, remodeling, additions, or enlargements on the property. I/We further acknowledge the limitations of the nonconforming OSS and that failure to operate and maintain the system in accordance with its structural limits and operational capacity may cause premature failure of the system.

4. If the property is designated as Urban under the state Growth Management Act (Chapter 36.70A RCW) or under applicable zoning and land use ordinances, I/We hereby agree to join in the execution of a petition for and not to protest the formation of a utility local improvement district (ULID) for purposes of providing sewer mains consistent with applicable King County and local sewer authority standards. For this purpose, I/we hereby designate the manager of the public sewer district responsible for the local improvement district as our agent authorized to sign a petition pursuant to RCW 56.16.060 on our behalf.

5. I/We hereby agree to connect the property to public sewer when such connection becomes timely and reasonably available and:

   A. When connection to public sewer is required by the local sewer authority; or

   B. When the health officer finds that the OSS has failed, the property is within 200 feet of a public sewer, and the local sewer authority permits such connection.

   I/We further agree to abandon the OSS and report the abandonment to the Seattle-King County Department of Public Health in accordance with the abandonment requirements of the Code of the

King County Board of Health, Section 13.04.054.

6. I/We acknowledge that the number of bedrooms in the building shall not exceed_____(__) unless at the time of application for a building permit, the building is served by either an OSS meeting all King County Board of Health Code requirements or a public sewer system.

7. I/We acknowledge that the Code of the King County Board of Health, Section 13.60.005 establishes certain responsibilities of the OSS owner with respect to the continuous proper operation and maintenance of an OSS. As the owner(s) of the OSS and in accordance with Section 13.60.005, I/we shall:

   A. Not install or use a garbage grinder in any buildings/structures on the property until such time as the property is served by a public sewer system;

   B. Determine the level of solids and scum in the septic tank on an annual basis;

   C. Employ a liquid waste pumper holding a certificate of competency issued by the King County Health Officer, to remove the septage from the tank when the level of solids and scum indicates that removal is necessary;

   D. Operate and maintain the OSS in accordance with applicable portions of BOH Title 13 and the approved OSS owner's operating and maintenance instruction manual;

      Protect the OSS areas including the reserve area from:
      1. Cover by structures or impervious material;
      2. Surface drainage;
      3. Soil compaction, for example, by vehicular traffic or livestock; and
      4. Damage by soil removal and/or grade alteration

   F. Maintain the flow of sewage to the OSS at or below the approved repair design both in quantity/volume and waste strength.

   G. Direct drains, such as footing or roof drains away from the area(s) where the OSS is located;

   H. In order to reduce hydraulic and organic loading on the OSS, <u>not</u> install or encourage the use of a garbage grinder in the residence until such time as public the property is served by public sewer;

   I. Restrict all future plumbing fixtures installed in the residence, to low volume use models/units.

   J. Maintain the flow of sewage to the OSS at or below the approved design both in quantity and quality.

   K. Not allow the following:

      1. Use or introduction of strong bases, strong acids or organic solvents into an OSS for the purpose of system cleaning;
      2. Use of a sewage system additive unless the additive is specifically approved by the Washington State Department of Health (DOH); or
      3. Use of the OSS to dispose of waste components atypical of residential wastewater, for

example, but not limited to, petroleum products, paints, solvents, or pesticides.

8. I/we acknowledge the following in accordance with the Code of the King County Board of Health, Section 13.56.054:

   A. If the property is still served by an OSS at the time the property is sold or transferred, I/We will obtain the buyer's or transferee's signed document acknowledging their receipt of a copy of the recorded Notice on Title.

   B. I/We further acknowledge that BOH Title 13 requires the buyer at time of property sale or transfer to submit, to the health officer, a copy of the signed, recorded Notice on Title and payment of the buyer's time of sale OSS operation and maintenance program fee as set forth in the fee schedule under the Code of the King County Board of Health, Section 2.18.020.

9. This Notice on Title is binding upon my/our heirs, assignees, and successors in interest as the owners of the above-described property. Together with the declarations and agreements contained herein, this Notice on Title runs with the land and shall remain in full force and effect until such time that the OSS has been abandoned in accordance with BOH Title 13 and the property is no longer served by an OSS.

_____ _____

(Owner's signature) (Owner's signature)

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____ , _____, before me personally
(month) (year)

appeared _____ and _____,
to me known to be the individual(s) described herein and who executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes herein stated.

Given under my hand and official seal this _____ day of _____, _____.
(month) (year)

Notary Public in and for the State of Washington residing at

_____

My commission expires _____

FILING: King County Recorder's Office 201 S. Jackson Street, Suite 204, Seattle, WA 98104