

**RIGHT-OF-ENTRY AGREEMENT
FOR INSPECTION OF PRIVATE STORM DRAINAGE SYSTEM**

Parcel Number(s): (1) _____ (2) _____
(3) _____ (4) _____

Site Address: _____

Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range): Extended legal attached

Grantor(s) Names(s):

Grantee(s) Name(s): Pierce County

Return to: Pierce County Surface Water Management
ATTN: Billing Department
9850 64th St W
University Place, WA 98467-1078 (253) 798-4020

For good and valuable consideration the receipt of which is hereby acknowledged, the undersigned owner(s) of the real property described in the above legal description or the extended legal attached and hereto and incorporated by reference herein, does (do) hereby grant and convey to Pierce County, a municipal corporation, its agents and employees, a nonexclusive right-of-entry over, across, and through the property subject to this Agreement for purposes of:

- (1) inspecting at any time, the private storm drainage collection system now or hereafter constructed upon the property to verify information for allowance of a Pierce County Storm Drainage and Surface Water Management Utility service charge credit; or
- (2) verifying that any such storm drainage system is operating and being maintained as designed and approved; or
- (3) performing maintenance or repair of the private storm drainage collection system in the event that the owner fails to maintain or repair such collection system, after being notified in writing by the Pierce County Storm Drainage and Surface Water Management Utility.

The right-of-entry granted to Pierce County shall commence on the date in which Grantor files an application for the Pierce County Storm Drainage and Surface Water Management Utility service charge credit and will continue so long as the Grantor receives this credit. The right-of-entry shall terminate on the date that Grantor no longer receives the credit.

The owner(s) shall be solely responsible for the construction, operation and maintenance of this storm drainage system.

Pierce County's right to inspect the owner (s) private storm drainage collection system does not create any duty or impose any liability upon Pierce County arising out of the right-of-entry granted.

The owner(s) agrees to defend, indemnify and save harmless Pierce County, its appointed and elected

officers and employees, from and against all loss and expense, including but not limited to judgments, settlements, attorney fees and costs by reason of any and all claims and demands upon Pierce County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to negligence of the owner, its or their employees or agents, Pierce County, its appointed or elected officers, or its employees or agents, except only such injury or damage as shall have been occasioned by the sole negligence of Pierce County, its appointed or elected officials or employees or agents.

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph of this agreement is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees, and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in the preceding paragraph of this agreement shall be valid and enforceable only to the extent of the indemnitor's negligence.

The parties hereto each represent and warrant that all necessary signatures and consents to enter this agreement and to assume and perform the obligations hereunder have been duly and properly obtained.

There have been no other promises made to me/us that are not contained herein as our inducement to sign this document. It is signed as my/our free act and deed for the purpose designated herein.

DATED this _____ day of _____, 20____, at _____, Washington.

Signature(s)

Printed Name(s)

STATE OF WASHINGTON)
County of Pierce)

I certify that I know or have satisfactory evidence that (*print names*) _____

is (are) the person(s) who appeared before me, and that said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 20____.

Notary Public in and for the State of Washington
Residing at _____
My Appointment Expires: _____

Approved as to form only:

Accepted By:

Pierce County Deputy Prosecuting Attorney

Pierce County Executive

Date