

**SILVER LAKE WATER AND SEWER DISTRICT
SNOHOMISH COUNTY, WASHINGTON
RESOLUTION NO. 816**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SILVER LAKE WATER AND SEWER DISTRICT, SNOHOMISH COUNTY, WASHINGTON, APPROVING AN AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANT REGARDING BACKWATER VALVE SYSTEMS

WHEREAS, Chapter 57.08 RCW authorizes the Silver Lake Water and Sewer District (“District”) to maintain and operate a system of sewers for the purpose of furnishing sewer service to the District’s inhabitants with full authority to regulate the use and operation thereof; and

WHEREAS, it is the District’s policy to provide sewer service to buildings or structures by gravity sewer service because such service is reliable and cost-effective; and

WHEREAS, as real property within the District’s sewer service area is developed, topographical constraints such as steep slopes and gradient conditions require the installation of a sewer connection point that is below the elevation of the nearest upstream sewer manhole, or include a basement floor with plumbing fixtures located below ground level; and

WHEREAS, Section 710 of the Uniform Plumbing Code requires the installation of a backwater valve on such sewer connections (the “Backwater Valve System”); and

WHEREAS, the ownership, installation, inspection, operation, maintenance of the Backwater Valve System shall be the responsibility of the Property Owner in perpetuity; and

WHEREAS, the District’s General Manager has recommended that an Agreement and Declaration of Restrictive Covenant Regarding Backwater Valves in the form attached hereto as Exhibit ‘A’ and incorporated herein by this reference (the “Agreement and Declaration”) setting forth terms and conditions of sewer service, be approved and adopted for use in the District in circumstances where the installation of a Backwater Valve System is required; now, therefore

BE IT RESOLVED by the Board of Commissioners of the Silver Lake Water and Sewer District of Snohomish County, Washington as follows:

1. The Agreement and Declaration in the form attached hereto as Exhibit “A” is hereby approved and adopted for use in the District, effective the date set forth below.
2. Owners of real property applying to the District for sewer service to structures that are required to have a Backwater Valve System shall execute and record the Agreement and Declaration as part of the approved District sewer permit application, in addition to all other applicable District requirements, fees and charges relating to sewer service to the property.

3. All District resolutions, policies, and procedures are hereby superseded, rescinded, and modified to be in accordance with the policies, terms and conditions set forth in this resolution and the Backwater Valve Agreement.


ADOPTED by the Board of Commissioners at a regular meeting of the Silver Lake Water and Sewer District, Snohomish County, Washington, this 14th day of October 2021.



President and Commissioner



Secretary and Commissioner



Commissioner

I CERTIFY the above to be a true and correct copy of Resolution No. 816, adopted by the Board of Commissioners of the Silver Lake Water and Sewer District this 14th day of October 2021, as said Resolution appears in the records of the Silver Lake Water and Sewer District.



Secretary of the Silver Lake Water and Sewer District

EXHIBIT A

AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANT REGARDING BACKWATER VALVES

This agreement and declaration of restrictive covenant ("Agreement and Declaration") is made and entered into this ____ day of _____, 20__ by and between the Silver Lake Water and Sewer District, a municipal corporation ("District") and _____, ("Owner") for the purposes set forth herein.

RECITALS

A. The District owns and operates water and sewer utility systems within its service area located in south Snohomish County. The District has a policy to only provide sewer service to structures by gravity sewer service.

B. The Owner owns certain real property as legally described on **Exhibit A** attached hereto and incorporated herein by this reference located within the District's sewer service area (the "Property"). The Owner has constructed, or will be constructing, a commercial or residential structure (the "Structure") on the Property, and will apply to the District to connect the Structure to the District's sewer system. The Structure may have a sewer connection point that is below the elevation of the nearest upstream sewer manhole or included in a basement floor located below ground level with plumbing fixtures, or may have some other condition requiring the Owner to install a Backwater Valve in accordance with the requirements of Section 710 of the Uniform Plumbing Code (the "Backwater Valve").

C. The District is willing to provide public sewer service to the Structure, on certain terms and conditions, including that the Owner install, own, and be responsible for maintenance of the Backwater Valve, and agree and covenant that the District does not own, and has no responsibility for the operation and maintenance of, any Backwater Valve device installed by the Owner for sewer service to the Structure.

Now, therefore, in consideration of the terms and conditions set forth below, the Owner and the District agree, and the Owner covenants (the "Restrictive Covenant") as follows:

AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANT

1. The Owner (1) shall apply to the District to connect the Structure to the District's public sewer system, (2) shall pay all applicable District connection fees and charges, and (3) shall comply with all applicable District Code requirements, policies, and procedures regarding the provision of sewer service to the Structure.

2. If the Owner constructs a Structure with sewer service conditions that trigger the requirement for a Backwater Valve, the Owner shall install a Backwater Valve to provide sewer service to the Structure in accordance with the requirements of the Uniform Plumbing Code. The

Owner shall ensure that the installation of the Backwater Valve is inspected by the appropriate Land Use Agency as part of the plumbing system of the Structure. The Backwater Valve shall not become a part of the District's public sewer system under Title 57 RCW, shall be installed for service to the Structure in accordance with the requirements of the Uniform Plumbing Code and appropriate Land Use Agency, and the District shall not own or be responsible for the inspection, operation, maintenance, repair, or replacement of the Backwater Valve. The Owner covenants and agrees that the Owner shall own, operate, maintain, repair, and replace the Backwater Valve and acknowledges and agrees that the District shall have no ownership in, or responsibility for, the Backwater Valve.

3. The Owner shall indemnify, hold harmless, and defend the District and its appointed and elected officials, employees, and agents from and against all losses, damages, expenses, costs, claims, demands, payments, suits, actions, judgments, attorneys' fees, and liability (collectively referred to herein as "Damages") relating to, or arising out of, directly or indirectly, the Backwater Valve for any reason, including, but not limited to, lack of maintenance, temporary loss of sewer service, or sewer overflow. The Owner releases the District from any liability for any damage to person or property relating in any way to the Backwater Valve.

4. The District shall have the authority to enforce the terms and conditions of this Agreement and Declaration by any proceeding at law or equity against any person or persons violating or attempting to violate any term or condition of this Agreement and Declaration, either to restrain the violation or recover damages. Failure by the District or any successor thereto to enforce any term or condition contained herein shall not be deemed a waiver of the right to do so thereafter.

5. This Agreement and Declaration and the Restrictive Covenant shall run with the Property as legally described on **Exhibit A** attached hereto, and shall be binding upon and inure to the benefit of the successors and assigns of the Owner, the District, and all future owners of the Structure. This Agreement and Declaration shall be recorded following its signature in the land records of Snohomish County, Washington.

6. This Agreement and Declaration may be modified and amended only by written agreement of the Owner of the Structure and the District, and recorded in the records of Snohomish County, Washington.

OWNER

By: _____

Its: _____

SILVER LAKE WATER& SEWER DISTRICT
("District")

By: _____

Its: _____

STATE OF WASHINGTON

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I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____

(Print Name)

Notary Public in and for the State of Washington

Commission Expires: _____

STATE OF WASHINGTON)

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I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and acknowledged it as the _____ of _____ to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____

(Print Name)

Notary Public in and for the State of Washington

Commission Expires: _____

STATE OF WASHINGTON

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COUNTY OF SNOHOMISH

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I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of Silver Lake Water and Sewer District to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

NAME: _____

(Print Name)

Notary Public in and for the State of Washington

Commission Expires: _____