

Cross Connection Control Work Order

42

(For Interior Installation Only)

Name : _____ Phone: _____

Site

Address: _____

Parcel Number: _____

Email Address: _____

Type of Backflow Device: _____

Size of Backflow Device: _____

Hazard Level: High Low

Water Usage: Domestic Fire Irrigation

Sketch of floor plan showing area of installation:

Maintenance and Operations Sign-off: _____

Date: _____



When Recorded Mail To:
City of Bothell – City Clerk Office
18305 101st AVE NE
Bothell, Washington 98011

DOCUMENT TITLE:	RIGHT OF ACCESS FOR CROSS CONNECTION CONTROL INSPECTION
REFERENCE NUMBER OF RELATED DOCUMENT:	<i>Not Applicable</i>
GRANTOR(S):	_____
GRANTEE(S):	CITY OF BOTHELL
ABBREVIATED LEGAL DESCRIPTION:	SEE EXHIBITS
ASSESSOR'S TAX / PARCEL NUMBER(S):	_____

RIGHT OF ACCESS FOR CROSS CONNECTION CONTROL INSPECTION

The undersigned, _____ (“Grantor”), for and in consideration of the mutual benefits to be derived hereby, hereby grants, conveys and warrants to the City of Bothell, a municipal corporation in King and Snohomish Counties, Washington (“Grantee”), and its successors and assigns, a permanent, nonexclusive right of access for inspection (“Right of Access”) of the cross connections existing and installed pursuant to the City of Bothell Cross Control Work Order attached hereto as ***Exhibit “B”***.

Grantor owns that certain real property legally described in ***Exhibit “A”***, attached hereto and incorporated herein by this reference (the “Real Property”). The Right of Access granted by Grantor herein shall be a permanent, nonexclusive right for the benefit of Grantee over, upon, across and through a the Real Property, such Right of Access for the purposes of full access into the facility for the purposes of annual testing and certification of back-flow prevention (cross-connection control) device(s) to protect the public potable water system.

Grantee shall at all times exercise its rights herein in accordance with the requirements (as from time to time amended) and all applicable codes, statutes, orders, rules and regulations of any public authority having jurisdiction.

Release of this Right of Entry may only be accomplished through the authority of the City of Bothell Public Works Department or its successor by recording of an “Agreement Extinguishment” based upon a finding by the Public Works Director that such release should occur.

Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real Property to access and inspect, the cross connection control device(s); provided, however, that Grantee shall exercise its rights under this Right of Access so as to minimize, and avoid if reasonably possible, interference with Grantor’s use of the property. Grantee shall at all times conduct its activities on Grantor’s property so as not to interfere with, obstruct or endanger Grantor’s operations or facilities.

This Right of Access and the covenants, terms and conditions contained herein are intended to and shall



run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by Grantor affecting the property subject to this Right of Access. Grantor has fee title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement, but Grantor shall not be liable for defects thereto or failure thereof. Nothing in this agreement is intended to constitute a guarantee or obligation by the Grantee to perform any action including inspections or take any enforcement action. All inspections by Grantee shall occur subject to available funds and personnel.

IN WITNESS WHEREOF, this Right of Access is executed as of this ____ day of _____, 20__.

GRANTOR:

By: _____

Title: _____

By: _____

Title: _____



STATE OF WASHINGTON)
) ss:
COUNTY OF _____)

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.

SUBSCRIBED AND SWORN to before me this _____ day of _____, _____.

(Printed Name)
NOTARY PUBLIC in and for the State of
Washington.

My Commission Expires

