

WHEN RECORDED RETURN TO:

City of Kent
220 Fourth Avenue South
Kent, Washington 98032
Attn: City Clerks Office

Grantor: _____

Grantee: City of Kent

Abbreviated Legal Description: _____

Additional Legal Description on page 5 of Document.

Assessor Parcel No. _____ **STR:** _____

Project Name: _____ (Permit No. KIVA _____)

**DECLARATION OF COVENANT
FOR MAINTENANCE AND INSPECTION OF FLOW CONTROL BMPS**

IN CONSIDERATION OF THE City of Kent ("City") approval for: _____
located at _____ relating to real property legally described as
follows:

See attached Exhibit "A"

The undersigned Grantor(s) declares that the above-described property ("Property") is subject to privately maintained stormwater management devices, features, pathways, limits, and restrictions, known as flow control best management practices ("BMPs") and also covenants and agrees as follows:

DUTIES OF GRANTOR(S):

1. Grantor(s) or his/her(their) successors in interest and assigns ("Owners") shall retain, uphold, and protect the BMPs, shown on the approved Flow Control BMP Site Plan for the Property attached hereto and incorporated herein as Exhibit "B".
2. The Owners, at their own cost, shall assume all responsibilities to operate, maintain, and keep in good repair, the Property's BMPs as described in City of Kent Surface Water Design Manual ("KSWDM") and the approved Design and Maintenance Details for each BMP attached hereto and incorporated herein as Exhibit "C".
3. Grantor(s) shall inspect the BMPs as often as conditions require, but in any event at least once each year. Grantor(s) shall, within four weeks after each inspection, maintain/repair the BMPs as required by the KSWDM.
4. Grantor(s) shall inspect each element of the BMPs whenever the City's Public Works Director ("Director"), in his/her sole discretion, determines that unacceptable conditions exist within or adjoining to the BMPs. Similarly, the Director, in his/her sole discretion, may require the Grantor(s) to complete the maintenance/repair of the BMPs within a shorter time period than allowed in Section 2, above.
5. Grantor(s) is hereby required to obtain written approval from the Director prior to grading, filling, piping, cutting or removing vegetation (except for routine and minor landscape maintenance) in open vegetated drainage facilities (such as biofiltration swales, channels, ditches, ponds, etc.) or performing any alterations or modifications to the BMPs. Grantor(s) shall obtain all necessary permits and provide all required land surveys as required by the Kent City Code and state and federal laws.
6. Grantor(s) is hereby required to keep free all debris, including preventing materials stored outside from leaking, spilling, or being dumped in the stormwater system, or that may collect on top of, or in, roof downspout infiltration systems, yard drains with overflow, or any dry well, grated drain cover, catch basin or infiltration system, if any, within the property.

RIGHTS OF THE CITY:

1. The City shall have ingress and egress rights to the Property for inspection and monitoring of the BMPs in order to determine that performance, operational flows, and/or absence of defects in the BMPs, are in accordance with the KSWDM.

2. If the City determines that, pursuant to the KSWDM, the BMPs require maintenance and/or repair work, the Director shall deliver written notice to the Grantor specifically describing the required maintenance and/or repair. The notice shall also set a reasonable time in which Grantor must complete the described work. The notice shall also state that the City or its authorized agent may perform the authorized maintenance and/or repair if the Grantor(s) fails to complete the maintenance and/or repair within the time allowed.
3. If the Grantor(s) does not complete the required maintenance and/or repair within the time allowed as set forth in the Director's notice, the Grantor will be considered in violation of Kent City Code 7.07.117 and may be subject to code enforcement proceedings. Alternatively, the City or its authorized agent may commence the maintenance and/or repair work described in the Director's notice seven (7) calendar days after the expiration of the time allotted to Grantor to make the maintenance and/or repair. However, if the Director determines, at his or her sole discretion, that an imminent danger exists, the City's obligation to provide written notice shall be deemed waived, and the City or its authorized agent may immediately begin the required maintenance and/or repair work.
4. If the City or its authorized agent performs the required maintenance and/or repairs to the BMPs, Grantor(s) shall reimburse the City all its costs incurred in completing the maintenance and/or repairs within thirty (30) calendar days of Grantor's receipt of the City's invoice for that work, accompanied by supporting evidence of the costs being billed. Overdue payments shall accrue interest at the rate of twelve percent (12%) per annum.
5. If the Director determines, in his/her sole discretion, that the BMPs, if originally constructed in accordance with the City's approved design, need further modifications, Grantor(s) authorize the City to enter the property in order to make these modifications at the City's cost. This provision does not apply to modifications required by further development permit applications by Grantor(s).

Any notice or consent required to be given or otherwise provided for by the provisions of this agreement shall be effective either upon personal delivery or three (3) calendar days after mailing by Certified Mail, return receipt requested.

This Covenant is intended to protect the value and desirability of the property described above, including the larger parcel(s), if any, benefited by the BMPs. Further, this Covenant shall be a covenant running with the land forever and be binding upon the Grantor, its heirs, successors and assigns.

GRANTOR(S)

(Sign) (Date)

(Print Name)

(Address)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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: _____

-Notary Seal Must Appear Within This Box-

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

(Printed Name) _____
NOTARY PUBLIC, in and for the State
of Washington, residing at _____
My appointment expires _____

EXHIBIT A: Legal Description

Replace this sheet to insert legal description here for Exhibit A- stamped and signed by surveyor.

EXHIBIT B: Flow Control BMP site plan

Replace this sheet to insert approved site plan as Exhibit B. Site plan must be 8.5"x11" recordable, stick-figure, black and white, and readable.

EXHIBIT C: Maintenance Details

Replace this sheet to Insert RECORDABLE (REF8-M) Design and Maintenance Details for each BMP as EXHIBIT C