

WHEN RECORDED RETURN TO:

City of Kent  
220 Fourth Avenue South  
Kent, Washington 98032  
Attn: Engineering/Property Services

**Grantor:** \_\_\_\_\_

**Grantee:** City of Kent

**Abbreviated Legal Description:** \_\_\_\_\_

**Additional Legal Description on page \_\_\_\_\_ of Document.**

**Assessor Parcel No.** \_\_\_\_\_ **STR:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_ (Permit No. KIVA \_\_\_\_\_)

**DECLARATION OF STORMWATER FACILITY  
MAINTENANCE COVENANT**

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 a privately maintained stormwater drainage, detention, and/or stormwater  
treatment system (the "Stormwater Facilities"), and also covenants and agrees as  
follows:

## DUTIES OF GRANTOR(S):

1. Grantor(s) shall regularly inspect and maintain/repair the private Stormwater Facilities on the Property in accordance with the standards specified in the City of Kent Stormwater Design Manual ("KSWDM"), specifically including Appendix D ("Maintenance Requirements for Privately Maintained Drainage Facilities"), as now collectively enacted or hereafter amended, which are incorporated by this reference as if fully set forth herein.
2. Grantor(s) shall inspect the Stormwater Facilities 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 Stormwater Facilities as required by the KSWDM.
3. Grantor(s) shall inspect each element of the Stormwater Facilities whenever the City's Public Works Director ("Director"), in his/her sole discretion, determines that unacceptable conditions exist within or adjoining to the Stormwater Facilities. Similarly, the Director, in his/her sole discretion, may require the Grantor(s) to complete the maintenance/repair of the Stormwater Facilities within a shorter time period than allowed in Section 2, above.
4. Grantor(s), in effecting this maintenance/repair, shall restore the Stormwater Facilities to an acceptable condition to the extent listed and/or described in the KSWDM.
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 Stormwater Facilities. 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, located within privately owned lots that are part of the overall Stormwater Facilities located within the development.
7. Grantor(s) shall assume all responsibility for the implementation and cost of any maintenance and/or repairs to the Stormwater Facilities.

## RIGHTS OF THE CITY:

1. The City shall have ingress and egress rights to the Property for inspection and monitoring of the Stormwater Facilities in order to determine that performance, operational flows, and/or absence of defects in the Stormwater Facilities, are in accordance with the KSWDM.
2. If the City determines that, pursuant to the KSWDM, the Stormwater Facilities 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 City or its authorized agent will not commence the maintenance and/or repair work described in the Director's notice until at least 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 Stormwater Facilities, 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 Stormwater Facilities, if originally constructed in accordance with the City's approved design, need further modifications, Grantor(s) authorize the City to enter the Stormwater Facilities 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 Stormwater Facilities. 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                )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_, that executed the foregoing instrument, and acknowledged it to be the free and voluntary act of said corporation, for the uses and purposes mentioned in this instrument, and on oath stated that they were authorized to execute said instrument.

*-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**

Insert legal description here – stamped and signed by surveyor.