



CITY OF KENT DEVELOPMENT ASSISTANCE BROCHURE

5-17

DECLARATION OF STORMWATER FACILITY MAINTENANCE COVENANT

This *City Of Kent Development Assistance Brochure* (hereinafter *DAB*) contains a sample of the above-referenced document for the perusal of the reader. The actual document will be prepared by the Property Management Section of the Department of Public Works upon receipt of a recent title report and a copy of the deed for all parcels within the development.

DECLARATION OF STORMWATER FACILITY MAINTENANCE COVENANT

IN CONSIDERATION OF the City of Kent ("City") approval for: _____ relating to real property legally described on Exhibit A, which is attached hereto and incorporated by this reference, the undersigned Grantor(s) declares that the above-described 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 said-described property in accordance with the standards specified in the City's Construction Standards, 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 (the, "City Construction Standards").
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 City Construction Standards.
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 like new condition, or if that is not practical, to an acceptable condition to the extent listed and/or described in the City Construction Standards.

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 City Construction Standards.
6. 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 said-described property for inspection and monitoring of the Stormwater Facilities in order to determine performance, operational flows or defects in the Stormwater Facilities, all in accord with the City Construction Standards.
2. If the City determines that, pursuant to the City Construction Standards, 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. 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) authorizes the City to enter the Stormwater Facilities property in order to make these modifications.

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 inure to the benefit of all the citizens of the City and shall bind Grantor(s), and its heirs, successors and assigns.

Last revised May 30, 2000