

After Recording Return to:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

DOCUMENT TITLE:	Declaration of Covenant for Inspection and Maintenance of Stormwater Facilities and BMPS
REFERENCE NUMBER(S) OF RELATED DOCUMENTS:	
Additional reference numbers at page 2 of document.	
GRANTOR:	
GRANTEE:	City of Tukwila, a Washington Municipal Corporation
ABBREVIATED LEGAL DESCRIPTION:	
Full legal on page 5 of document.	
KING COUNTY TAX PARCEL NUMBER:	

DECLARATION OF COVENANT FOR INSPECTION AND MAINTENANCE OF STORMWATER FACILITIES AND BMPS

1. Parties

1.1 This Covenant for Inspection and Maintenance of Stormwater Facilities and Best Management Practices (“Covenant”) is made by and between [*property owner(s)*], as Grantor, and the City of Tukwila, a Washington Municipal Corporation, as Grantee. Grantor and Grantee (also denoted as City herein) are each a Party and collectively the Parties to this Agreement.

2. Recitals

2.1 Grantor applied to City for issuance of a [*type of permit*] on _____, 20__.

2.2 Pursuant to TMC 14.30.060, application for and issuance of such permit requires the property owner to enter into this Covenant.

2.3 The subject of the Covenant is the real property located in King County, Washington, bearing King County Tax Parcel No. _____ and legally described in the attached **Exhibit A** incorporated herein (“Property”).

2.4 The City approved the applications which consist of the following documents, attached and incorporated herein:

2.4.1 City issued Permit No. ____, **Exhibit B**.

2.4.2 Stormwater Facility/BMP Site Plan, **Exhibit C**.

2.4.3 Operations & Maintenance Plan including schedule, **Exhibit D**.

3. Terms of Agreement

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration including approval and issuance of City of Tukwila Permit [*number and date*], the sufficiency and receipt of which are acknowledged, Grantor hereby irrevocably covenants as follows:

3.1 The foregoing Recitals and references to documents are incorporated as material terms of this Covenant .

3.2 The Grantor(s) for itself and its successors in interest having any ownership interest in the Property (collectively Owners) shall at their sole cost and expense retain, uphold, operate, maintain, and repair the stormwater facilities and best management practices (“BMPs”) located on the Property pursuant to the schedule within the Operations & Maintenance Plan.

3.3 The obligations required under Section 3.2 above shall be taken consistent the following:

3.3.1 The City shall have the right of ingress and egress over those portions of the Property necessary to perform inspections of the stormwater facilities and BMPs and conduct other activities specified in this Declaration of Covenant and in accordance with Tukwila Municipal Code (“TMC”) 14.30.80. This right of ingress and egress, right to inspect, and right to perform required maintenance or repair shall be as provided for in subsection 3.3.2 below.

3.3.2 If the City determines that maintenance or repair work is required to be done to any of the stormwater facilities or BMPs, the Director of Public Works or designee (the “**Director**”) shall give notice of the specific maintenance and/or repair work required pursuant to TMC 14.30.080. The Director shall also set a reasonable time in which such work is to be completed by the Owner. If the above required maintenance or repair is not completed within the time set by the Director, the City may perform the required maintenance or repair, and is hereby granted access to the Property for such purposes. Written notice will be mailed to the Owner stating the City’s intention to perform such work. This work will not commence until at least seven (7) days after such notice is mailed. If, within the sole discretion of the Director, there exists an imminent or present danger, the seven (7) day notice period will be waived and maintenance and/or repair work will begin immediately.

3.4 If at any time the City reasonably determines that a stormwater facility or BMP on the Property presents an imminent hazard, as identified by TMC 14.30.080 and herein incorporated by reference, the Director or equivalent municipal successor's official may take measures specified therein.

3.5 The Owner shall assume all responsibility for the cost of any maintenance or repair work completed by the City as described in Covenant. Such responsibility shall include reimbursement to the City within thirty (30) days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate as liquidated damages. All such costs and expense shall constitute a lien against the Property.

3.6 The Owners shall obtain a Type C Public Works permit from the City prior to filling, piping, cutting, or removing vegetation (except in routine landscape maintenance such as replacement of plants and pretreatment mulch) in open vegetated stormwater facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the stormwater facilities and BMPs referenced in this Covenant. Prior to the final approval and issuance of the new permit, a new Covenant with updated exhibits reflecting the changes to the stormwater facilities shall be recorded at the Owner’s sole cost, and a copy of the new recorded Declaration of Covenant provided to the City.

3.7 Any notice or consent required to be given or otherwise provided for by the provisions of this Declaration of Covenant shall be effective upon personal delivery, or three (3) days after mailing by Certified Mail, return receipt requested, to the address listed below for that party:

To Grantee:

To Grantor:

City Clerk
City of Tukwila
6200 Southcenter Blvd.
Tukwila, WA 98188

3.8 With regard to the matters addressed herein, this Covenant constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written. This Covenant shall be governed by the laws of the State of Washington. Any suit to enforce or relating to this Covenant shall only be filed in King County Superior Court, King County, Washington, and the Parties consent to the jurisdiction thereof. In the event of any legal action by either Party relating to this Covenant, the Parties shall pay their own costs or fees.

3.9 This Covenant is intended to protect the value and desirability of the real property described in Exhibit A, promote the efficient and effective management of stormwater drainage, and shall inure to the benefit of all the citizens of the City and its municipal successors and assigns. References herein to the TMC shall include subsequent amendments to such statutes and all successor statutes.

3.10 This Covenant shall run with the land and shall be binding upon the Owners as defined in Section 3.2 above.

3.11 This Covenant may be amended or terminated only with the advance express written consent of the City as determined pursuant to its discretion.

EXECUTED AND EFFECTIVE as of the date last signed below.

FOR GRANTOR:

FOR GRANTEE:
City of Tukwila

Name
Title

Hari Ponnekanti
Public Works Director

DATE:_____

DATE:_____

NOTARY BLOCKS APPEAR ON FOLLOWING PAGE

STATE OF WASHINGTON }
COUNTY OF KING } ss.

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2021.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me _____, to me known to be the _____ of the **CITY OF TUKWILA**, a municipal corporation and noncharter code city with a council-mayor form of government organized pursuant to RCW Title 35A, that executed the foregoing instrument, and acknowledged such instrument to be her free and voluntary act and deed of said city for the uses and purposes therein mentioned, and on oath stated that s/he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2021.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

Permit

[*attached*]

EXHIBIT C
Stormwater Facility/BMP Site Plan
[attached]

EXHIBIT D
Operations & Maintenance Plan with Schedule
[attached]