

WHEN RECORDED RETURN TO:

City of SeaTac
4800 South 188th St.
SeaTac, Washington 98188
Attn: City Clerk / CED Eng. Rev. DIV

Grantor: _____

Grantee: City of SeaTac

Abbreviated Legal Description: _____

Additional Legal Description on page_____ **of Document.**

Assessor Parcel No._____ **S-T-R:** _____

Project Name:_____ (Permit No. _____)

**DECLARATION OF STORMWATER FACILITY
MAINTENANCE COVENANT**

IN CONSIDERATION OF THE City of SeaTac ("City") approval for:
☐ residential building permit, ☐ commercial building permit, ☐ clearing and grading permit, or ☐ subdivision permit located at _____
relating to real property legally described as follows:

See attached Exhibit "A"

The undersigned Grantor(s), the owner(s) declares that they will observe, consent to, and abide by the conditions and obligations set forth herein, with regards to the above-described property ("Property") being subject to a privately maintained stormwater drainage, detention, including but not limited to pipes, swales, tanks, vaults, ponds, and other engineered structures, including any Low Impact Development Best Management Practices (LID BMP's) designed to manage stormwater 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 Stormwater Facilities on the Property in accordance with the standards of the 2016 King County Surface Water Design Manual (KCSWDM) specifically including Appendix D ("Maintenance Requirements for Privately Maintained Drainage Facilities") and the City of SeaTac Addendum to the KCSWDM, adopted under SeaTac Municipal Code (SMC) 12.10. They are collectively enacted as now or hereafter amended and are incorporated by reference as if fully set forth herein and are collectively referred to in this covenant as "KCSWDM & SMC".

2. Parcels with Permeable Pavement, the following applies:

The type(s) of permeable pavement used on the Property is: ☐ porous concrete, ☐ porous asphaltic concrete, ☐ permeable pavers, ☐ modular grid pavement.

The area covered by permeable pavement as depicted by the flow control BMP site plan, on record with the City of SeaTac and design details must be maintained as permeable pavement and may not be changed without written approval either from the City or through a future development permit from the City.

Permeable pavements must be inspected after a major storm event to make sure it is working properly. Prolonged ponding or standing water on the pavement surface is a sign that the system is defective and may need to be replaced. If this occurs, contact the pavement installer or the City for further instructions. A typical permeable pavement system has a life expectancy of approximately 25-years. To help extend the useful life of the system, the surface of the permeable pavement should be kept clean and free of leaves, debris, and sediment through regular sweeping or vacuum sweeping. The owner is responsible for the repair of all ruts, deformation, and/or broken paving units.

3. 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 KCSWDM & SMC.
4. Grantor(s) shall inspect each element of the Stormwater Facilities whenever the City's Public Works Director or designee ("Director"), in his/her sole discretion,

determines that unacceptable conditions exist within or adjoining to the Stormwater Facilities. Similarly, the Director or designee, 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.

5. Grantor(s) is hereby required to obtain written approval from the Director or designee 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 SeaTac Municipal Code and any other applicable state and federal rules and regulations.
6. Grantor(s) is hereby required to keep free from 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 KCSWDM & SMC. Property owners are notified a minimum of one week in advance of these inspections, excepting the provisions of paragraph 3.
2. If the City determines that, pursuant to the KCSWDM & SMC, the Stormwater Facilities require maintenance and/or repair work, the Director or Designee 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 flow control or water quality facility on the Property creates an immediate issue for downgradient properties (e.g, flooding, erosion, property damage, safety hazard, or degradation of surface or groundwater quality), an emergency inspection and repair may be necessary.
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.

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 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)

GRANTOR(S)

(Sign) (Date)

(Print Name)

(Notary Blocks Attached)

INDIVIDUAL

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.

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

CORPORATE ACKNOWLEDGEMENT:

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, on oath stated that (he/she) was
authorized to execute the instrument and acknowledged it as the _____ 6
_____ to be the free and voluntary act of such party 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.

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

EXHIBIT A: Legal Description

Insert legal description here for entire parcel(s).