

Return Address:

City Clerk's Office  
City of Renton  
1055 S Grady Way  
Renton, WA 98057

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

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

Grantee: City of Renton

Legal Description: \_\_\_\_\_

Assessor's Tax Parcel ID#: \_\_\_\_\_

IN CONSIDERATION of the approved City of Renton \_\_\_\_\_ permit for application file No. LUA/SWP \_\_\_\_\_ relating to the real property ("Property") described above, the Grantor(s), the owner(s) in fee of that Property, hereby covenants(covenant) with the City of Renton, a political subdivision of the state of Washington, that he/she(they) will observe, consent to, and abide by the conditions and obligations set forth and described in Paragraphs 1 through 10 below with regard to the Property, and hereby grants(grant) an easement as described in Paragraphs 2 and 3. Grantor(s) hereby grants(grant), covenants(covenant), and agrees(agree) as follows:

1. The Grantor(s) or his/her(their) successors in interest and assigns ("Owners of the described property") shall at their own cost, operate, maintain, and keep in good repair, the Property's stormwater facilities and/or best management practices ("BMPs") constructed as required in the approved construction plans and specifications \_\_\_\_\_ on file with the City of Renton and submitted to the City of Renton for the review and approval of permit(s) \_\_\_\_\_. The property's stormwater facilities and/or best management practices ("BMPs") are shown and/or listed on Exhibit A. The property's stormwater facilities and/or BMPs shall be maintained in compliance with the operation and maintenance schedule included and attached herein as Exhibit B. Stormwater facilities include pipes, swales, tanks, vaults, ponds, and other engineered structures designed to manage and/or treat stormwater on the Property. Stormwater BMPs include dispersion and infiltration devices, native vegetated areas, permeable pavements, vegetated roofs, rainwater harvesting systems, reduced impervious surface coverage, and other measures designed to reduce the amount of stormwater runoff on the Property.

2. City of Renton shall have the right to ingress and egress over those portions of the Property necessary to perform inspections of the stormwater facilities and BMPs and conduct maintenance activities specified in this Declaration of Covenant and in accordance with RMC 4-6-030.

3. If City of Renton determines that maintenance or repair work is required to be done to any of the stormwater facilities or BMPs, City of Renton shall give notice of the specific maintenance and/or repair work required pursuant to RMC 4-6-030. The City shall also set a reasonable time in which such

work is to be completed by the Owners. If the above required maintenance or repair is not completed within the time set by the City, the City may perform the required maintenance or repair, and hereby is given access to the Property, subject to the exclusion in Paragraph 2 above, for such purposes. Written notice will be sent to the Owners 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 City, 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.

4. If at any time the City of Renton reasonably determines that a stormwater facility or BMP on the Property creates any of the hazardous conditions listed in RMC 4-4-060 G or relevant municipal successor's codes as applicable and herein incorporated by reference, the City may take measures specified therein.

5. The Owners shall assume all responsibility for the cost of any maintenance or repair work completed by the City as described in Paragraph 3 or any measures taken by the City to address hazardous conditions as described in Paragraph 4. 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. If legal action ensues, the prevailing party is entitled to recover reasonable litigation costs and attorney's fees.

6. The Owners are hereby required to obtain written approval from City of Renton prior to filling, piping, cutting, or removing vegetation (except in routine landscape maintenance) 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 Declaration of Covenant.

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

8. With regard to the matters addressed herein, this agreement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations, and all agreements whatsoever whether oral or written.

9. This Declaration of Covenant is intended to protect the value and desirability of the real property described above, and shall inure to the benefit of all the citizens of the City of Renton and its successors and assigns. This Declaration of Covenant shall run with the land and be binding upon Grantor(s), and Grantor's(s') successors in interest, and assigns.

10. This Declaration of Covenant may be terminated by execution of a written agreement by the Owners and the City that is recorded by King County in its real property records.

IN WITNESS WHEREOF, this Declaration of Covenant for the Inspection and Maintenance of Stormwater Facilities and BMPs is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

GRANTOR, owner of the Property

---

GRANTOR, owner of the Property

STATE OF WASHINGTON    )  
COUNTY OF KING        )ss.

On this day personally appeared before me:

\_\_\_\_\_, to me known to be the individual(s) described in  
and who executed the within and foregoing instrument and acknowledged that they signed the same as  
their free and voluntary act and deed, for the uses and purposes therein stated.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
Printed name  
Notary Public in and for the State of Washington,  
residing at

\_\_\_\_\_

My appointment expires \_\_\_\_\_