

Return Address:

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

**DECLARATION OF COVENANT AND EASEMENT FOR INSPECTION AND MAINTENANCE OF DRAINAGE FACILITIES AND ON-SITE BMPS**

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

Grantee: City of Renton

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

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

IN CONSIDERATION of the approved City of Renton (check one of the following)

- residential building permit,  commercial building permit,  clearing and grading permit,
- subdivision permit, or  short subdivision 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 9 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 ") shall at their own cost, operate, maintain, and keep in good repair, the Property's drainage facilities 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 drainage facilities are shown and/or listed on **Exhibit**

**A.** The property's drainage facilities shall be maintained in compliance with the operation and maintenance schedule included and attached herein as **Exhibit B.** Drainage facilities include pipes, channels, flow control facilities, water quality facilities, on-site best management practices (BMPs) and other engineered structures designed to manage and/or treat stormwater on the Property. On-site BMPs include dispersion and infiltration devices, bioretention, permeable pavements, rainwater harvesting systems, tree retention credit, reduced impervious surface footprint, vegetated roofs and other measures designed to mimic pre-developed hydrology and minimize 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 the Renton Municipal Code. City of Renton shall provide at least 30 days written notice to the Owners that entry on the Property is

planned for the inspection of drainage facilities. After the 30 days, the Owners shall allow the City of Renton to enter for the sole purpose of inspecting drainage facilities. In lieu of inspection by the City, the Owners may elect to engage a licensed civil engineer registered in the state of Washington who has expertise in drainage to inspect the drainage facilities and provide a written report describing their condition. If the engineer option is chosen, the Owners shall provide written notice to the City of Renton within fifteen days of receiving the City's notice of inspection. Within 30 days of giving this notice, the Owners, or engineer on behalf of the Owners, shall provide the engineer's report to the City of Renton. If the report is not provided in a timely manner as specified above, the City of Renton may inspect the drainage facilities without further notice.

3. If City of Renton determines from its inspection, or from an engineer's report provided in accordance with Paragraph 2, that maintenance, repair, restoration, and/or mitigation work is required to be done to any of the drainage facilities, City of Renton shall notify the Owners of the specific maintenance, repair, restoration, and/or mitigation work (Work) required pursuant to the Renton Municipal Code. The City shall also set a reasonable deadline for the Owners to complete the Work, or to provide an engineer's report that verifies completion of the Work. After the deadline has passed, the Owners shall allow the City access to re-inspect the drainage facilities unless an engineer's report has been provided verifying completion of the Work. If the Work is not completed within the time frame set by the City, the City may initiate an enforcement action and/or perform the required maintenance, repair, restoration, and/or mitigation work and hereby is given access to the Property 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. The Owners shall assume all responsibility for the cost of any maintenance, repair work, or any measures taken by the City to address conditions as described in Paragraph 3. 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 maximum legal rate allowed by RCW 19.52.020 (currently twelve percent (12%)). If the City initiates legal action to enforce this agreement, the prevailing party in such action is entitled to recover reasonable litigation costs and attorney's fees.

5. The Owners are 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 drainage facilities referenced in this Declaration of Covenant.

6. 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.

7. 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.

8. This Declaration of Covenant is intended to protect the value and desirability and promote efficient and effective management of surface water drainage 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.

9. 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 Drainage Facilities 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\_\_\_\_.

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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