

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

Grantor: _____

Grantee: City of Milton

Legal Description: _____

Additional Legal(s) on: _____

Assessor's Tax Parcel ID#: _____

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

commercial building permit, clearing and grading permit, subdivision permit, or short
subdivision permit for Application No. _____ 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 Milton, a political subdivision of the state of Washington and its municipal successors in interest and assigns ("City of Milton" and "the City", or "its municipal successor"), 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) as easement as described in Paragraphs 2 and 3. Grantor(s) hereby grants (grant), covenants(covenant), and agrees(agree) as follows:

1. 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 stormwater facilities and best management practices ("BMPs") identified in the plans and specifications submitted to the City of Milton for review and approval of permit(s) #: _____ . Stormwater facilities include pipes, swales, tanks, vaults, ponds and other engineered structures designed to manage 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. The City of Milton 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 other activities specified in this Declaration of Covenant and in accordance with Milton Municipal Code ("MMC") 13.26 or relevant municipal successor's codes as applicable. This right of ingress and egress, right to inspect and right to perform required maintenance or repair as provided for in Section 3 below, shall extend only over those portions of the Property shown in Exhibit "A."

3. If the City of Milton determines from its inspection that maintenance or repair work is required to be done to any of the stormwater facilities or BMPs, the City may notify the Owners of the specific maintenance and/or repair work required under MMC 13.26 or relevant municipal successor's codes as applicable. The City may 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 may 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 may begin immediately. The City is under no obligation to inspect the Property's stormwater facilities and BMPs or to notify the Owners, as result of any inspection, of the Work required under Chapter 13.26 MMC. Failure to properly maintain the stormwater facilities or BMPs is a violation of Chapter 13.26 MMC and may subject the Owners to enforcement under the MMC, including fines and penalties. Neither the inspection nor the notice referenced above is a condition precedent to initiate an enforcement action for a violation of Chapter 13.26 MMC.

4. If at any time the City of Milton reasonably determines that a stormwater facility or BMP on the Property creates any of the hazardous conditions listed in MMC 13.26 or relevant municipal successor's codes as applicable and herein incorporated by reference, the City or equivalent municipal successor 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 costs or fees.

6. Apart from performing routine landscape maintenance, the Owners are hereby required to obtain written approval from the City before performing any alterations or modifications to the stormwater facilities and BMPs referenced in this Declaration of Covenant.

7. Any written notice or written approval required to be given by one party to the other under the provisions of this Declaration of Covenant shall be effective upon personal delivery to the other party, or

after three (3) days from the date that the notice or approval is mailed with Delivery Confirmation to the current address on record with each Party. The parties shall notify each other of any change to their addresses.

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 oral or written.

9. This Declaration of Covenant is intended to promote the efficient and effective management of surface water drainage on the Property, and it shall inure to the benefit of all the citizens of the City of Milton and its municipal 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 of Milton that is recorded at Pierce County.

