



CITY OF PORT ORCHARD
Public Works Department
216 Prospect Street, Port Orchard, WA 98366
Voice: (360) 876-4991 • Fax: (360) 876-4980

**DECLARATION OF COVENANT ASSOCIATED WITH
MAINTENANCE AND OPERATION OF STORM DRAINAGE FACILITIES**

Grantor _____ Addn'l Grantor _____
Grantee City of Port Orchard _____ Addn'l Grantee _____
Legal Description 1/4 1/4Sec T R W. M. _____ Addn'l Legal _____
Assessor's Tax Parcel # _____ Addn'l Number _____
Reference Auditor File # _____ Addn'l Number _____

Whereas, City of Port Orchard, a Political Subdivision of the State of Washington, is authorized by and under state and local laws to regulate stormwater drainage, and City of Port Orchard Department of Public Works has issued a Stormwater Management Permit for the development known as _____ which contains on-site stormwater facilities.

Grantors are the owner(s) of that certain real property situated in City of Port Orchard, State of Washington, and legally described as follows:

The Grantors, their heirs, successors or assigns, hereby covenant and agree that:

1. City of Port Orchard, or its designee, shall have the right to ingress and egress over the above described property for the purpose of inspecting, sampling and monitoring stormwater facility components and discharges.

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2. If, at any time, City of Port Orchard reasonably determines that maintenance or repair work is required to be done to the existing and accepted stormwater facilities installed on the property described above (which will mean repair or clean-out of the existing facilities only to the same standards as originally installed and accepted), the Director of the Department of Public Works or his/her designee shall give the Grantors seven (7) days notice that City of Port Orchard intends to perform such maintenance or repair work or to have them performed by others.

If the Grantors have not completed or are not diligently pursuing the maintenance or repair work to the facilities and it becomes necessary for City of Port Orchard to perform the work, the Grantors will assume responsibility for the cost of such maintenance or repair work and will reimburse City of Port Orchard within thirty (30) days of receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments, and any costs or fees incurred by City of Port Orchard, should any legal action be required to collect such payments, will be borne by the parties responsible for said reimbursements.

3. If, at any time, City of Port Orchard reasonably determines that the existing and accepted stormwater facilities installed on the property described above poses a hazard to life and limb, or endangers property, or adversely affects the safety and operations of a public way, due to failure, damage or non-maintenance, and that the situation is so adverse as to preclude written notice to the Grantors, the Director of the Department of Public Works may take the measures necessary to eliminate the hazardous situation (which will mean repair or clean-out of the existing facilities only to the same standards as originally installed and accepted) provided the Director, or his/her designee, has first made a reasonable effort to locate said Grantors before acting.

The Grantors will assume responsibility for the cost of such maintenance or repair work and will reimburse City of Port Orchard within thirty (30) days of receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments, and any costs or fees incurred by City of Port Orchard, should any legal action be required to collect such payments, will be borne by the parties responsible for said reimbursements.

4. The Grantors will keep City of Port Orchard informed at all times as to the name, address and telephone number of the contact person responsible for the performance of maintenance or repair work to the storm drainage facilities.

5. If it becomes necessary for City of Port Orchard to conduct maintenance or repair work on the properties described above, the Grantors agree to hold harmless and indemnify City of Port Orchard, or its designee, from any and all claims arising from any activity City of Port Orchard undertakes on the property to the extent of the Grantors', their agents' and/or employees' negligence and to the maximum extent permitted by law.

Assessor's Tax Parcel# _____

These covenants are intended to protect the value and desirability of the real property described above, and to benefit all the citizens of City of Port Orchard. They shall run with the land and be binding on all parties having or acquiring from the Grantors, their heirs, successors or assigns, any right, title or interest in the property or any part thereof. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all the citizens of City of Port Orchard.

Grantor

Grantor

STATE OF WASHINGTON)
)ss.
County of Kitsap)

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 purposes therein stated.

GIVEN under my hand and official seal this _____ day of _____, _____.

PRINT NAME: _____
Notary Public for the State
of Washington
Residing at _____
My commission expires _____