



**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 PERFORMANCE OF EROSION AND  
SEDIMENTATION CONTROL 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 received an application for a Stormwater Management Permit for the development known as \_\_\_\_\_ which contains on-site erosion and sedimentation control 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 the erosion and sedimentation control 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 erosion and sedimentation control facilities installed on the property described above to assure continued performance of their intended function and to ensure compliance with the accepted erosion and sedimentation control plan, the Director of the Department of Public Works or his/her designee shall give the Grantors forty-eight (48) hours 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 erosion and sedimentation control 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 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 erosion and sedimentation control 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.

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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 \_\_\_\_\_