

After recording return to:

City of University Place
3715 Bridgeport Way West, Suite B-1
University Place, WA 98466

CITY OF UNIVERSITY PLACE
STORM DRAINAGE IMPROVEMENT
MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT
(Individual Form)

THIS STORM DRAINAGE IMPROVEMENT MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT is made this _____ day of _____, 20____, by _____ (“Grantor”) and the City of University Place, a Washington municipal corporation (“Grantee”).

Recitals

Grantee is the regulatory agency responsible for managing storm water within the City of University Place.

Grantor is the owner of certain real Property in the City of University Place, Washington, described as set forth in Exhibit “A” and referred to in this Agreement as the “Property.” Grantor desires to construct a development on said Property, which development is known as _____ . In conjunction with this development, Grantor is constructing a storm drainage system that must meet the regulatory requests of Grantee.

Grantor and Grantee hereby covenant and agree as follows:

1.0 Construction

1.1 In connection with Grantor’s proposed development of the Property, Grantee has required and Grantor has agreed to construct a drainage system (“System”). The System is described and shown on a construction drawing prepared by the engineering firm of _____ approved by the City on _____, 20____, and as conditioned under Permit No. _____.

1.2 As a condition of project approval, Grantor agrees, pursuant to this Agreement to ensure that the System is constructed and, where herein indicated, maintain specified components of the System.

2.0 Maintenance of Specified Components

Grantor, its heirs, successors or assigns agree to maintain, at his or her sole cost, all storm filter vaults and other manufactured water quality devices and their internal and external appurtenances, placed in the right-of-way or on private property, including designated common areas in accordance with approved construction plans, in their entirety and in perpetuity, in accordance with the manufacturer's recommendations.

3.0 Records

The Grantor, its heirs, successors or assigns agree to provide to the City, by January 31st of each year, complete records of the maintenance performed on the system during the preceding year. These records shall document, at a minimum, the date and location of all cleaning, inspections, and any other measures taken as part of maintenance of the System.

4.0 No Removal

No part of the System shall be altered or removed except as necessary for maintenance, repair or replacement, except as may be agreed to in writing by the parties.

5.0 Access

Each drainage structure shall be designed and built in accordance with the approved plans to permit Grantor and Grantee access to the System at all times. Grantor hereby grants to Grantee the right to enter upon the property to inspect the System and to provide necessary maintenance as set forth below.

6.0 Failure to Maintain

If Grantor fails to adequately maintain or repair the specified components, Grantee shall provide Grantor with oral or written notice of such failure to adequately maintain or repair the System. Following receipt of such notice, Grantee shall provide Grantor with a reasonable opportunity to adequately repair the System; provided, however, that in the event of an emergency, Grantee has the right to repair the System without notice to Grantor. In the event Grantee performs any maintenance or repair on the System, Grantee shall charge Grantor, and Grantor shall pay, the reasonable costs of such work. If Grantee is required to bring action to recover such costs, Grantee shall also recover its reasonable attorney's fees and costs, together with interest at the rate of twelve percent (12%) per annum.

7.0 Enforcement

This Agreement may be enforced by Grantee in law or equity against the Grantor, its heirs, successors and assigns.

8.0 Successors and Assigns

These obligations shall run with the Property and be binding upon the Grantor, its heirs, successors and assigns.

9.0 Effective Date

This Agreement is effective on the date first written above.

GRANTOR:

GRANTEE:

Signature

CITY OF UNIVERSITY PLACE

Print Name: _____

By: _____

Title _____

STATE OF WASHINGTON)
)ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ (grantor) is the person who appeared before me, and said person acknowledged that he/she signed this instrument as the free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED: _____

Print name: _____

NOTARY PUBLIC

My commission expires: _____

STATE OF WASHINGTON)
)ss
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ (grantee) is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ (title) of CITY OF UNIVERSITY PLACE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Print name: _____

NOTARY PUBLIC

My commission expires: _____

Approved as to form:

City Attorney